WORKSHOP AGENDA

Board of Mayor and Aldermen
July 2, 2026 @ 5:30 PM
For the July 7, 2026 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: May 28, 2026 Workshop, June 2, 2026 Public Hearing, and June 2, 2026 Regular Meeting.

2. Presentations:
   A. Presentation - Ryan LeMasters - CEO Stonecrest. (Meeting 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 #2026-11** - An Ordinance to Amend Chapter 14 of the La Vergne Zoning Ordinance Regarding Administration and Procedures. (Received a favorable recommendation from the Planning Commission on April 28, 2026. A public hearing was held at 5:45 p.m. on June 2, 2026.)

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 - Construction of the Public Works and Community Development Services Facility – Build-out of Area 'E'.
      2. Sourcewell Contract Purchase - Vac Truck for the Sewer Department.
      3. Sourcewell Contract Purchase - Street Sweeping Truck for the Stormwater Department.
      4. NASPO / State Contract Purchase - Oracle Public Safety Suite.
      5. Purchase - Quartermaster Management System for the Police Department.

6. Emergency Purchase - Three (3) 2026 Ford Explorer Police Interceptor Vehicles with Equipment.
7. State Contract Purchase - Four (4) 2026 Ford Police Interceptor Vehicles with Equipment.
8. Emergency Purchase - Information Technology Services from Waypoint Business Solutions, LLC.

B. Approve the PowerDMS User Expansion Agreement with NeoGov.

C. Approve Public Entity Partners (PEP) Insurance Renewal for FY 2026-2027.

D. Approve the Annual Renewal and Hardware Maintenance Agreement with Local Government Corporation.

E. Approve Renewal with Target/Vector Solutions.

F. Approval of an Agreement with Vector Solutions for Evolutions Plus.

G. Approve Lease and Operating Agreement with Senior Citizens, Inc., dba FiftyForward for the La Vergne Senior Center for Fiscal Year 2026-2027.

H. Approve Scope of Work and Professional Services Agreement with GetResQ911 for Police Department Dispatch Staffing Services.

I. Approve a Professional Services Agreement with TTL, Inc. for Inspection and Testing Services for Public Works and Community Development Building - Phase Two.

J. Approve Compensatory Payment Agreement with Army Corp. of Engineers - Blair Road West Project.

K. Approve a Professional Services Agreement with LJA Engineering, Inc. for the Design of the North Clayton Estates Interceptor Sewer Project.

L. Approve Amendment #1 to the Contract with Mastec Construction LLC, for the Construction and Development of the Blair Road West Extension Project.

NEW BUSINESS

7. First Reading - **Ordinance #2026-12** - An Ordinance to Amend Title 12, Chapter 6, Section 12-602 of the La Vergne Municipal Code Regarding the Residential Code.

8. First Reading - **Ordinance #2026-13** - An Ordinance to Amend the Fiscal Year 2026-2027 General Fund Budget

9. First Reading - **Ordinance #2026-14** - An Ordinance to Amend Title 10 of the La Vergne Municipal Code by Adding a New Chapter Regulating the Keeping of Domestic Fowl and Amend the City Fee Schedule by Adding a New Permit Fee.

10. **Resolution #2026-21** - 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.

11. **Resolution #2026-22** - A Resolution of the City of La Vergne, Tennessee Amending and Restating Resolution #2026-13 which Established the Waldron Road Infrastructure Development District. (A public hearing will be held on Tuesday, July 7, 2026 at 5:45 p.m.)

12. Motion to Change the Name and the Starting Time of the Annual Parade of Lights. (Received a Favorable Recommendation from the Parks and Recreation Advisory Committee on May 18, 2026.)

13. Appoint or Remove Board / Committee Members:

    A. Parks and Recreation Advisory Committee. (One term vacant.)

14. Discussion - Cybersecurity Notification Letters.

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 MAY 28, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The May 28, 2026 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:32 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

Mayor Cole stated that an Alderman would lead the prayer and that Alderman Coates would lead the Pledge of Allegiance at the Regular Meeting on June 2, 2026.

ORDER OF BUSINESS

1. Approve Minutes: April 27, 2026 Budget Workshop, April 30, 2026 Workshop, May 7, 2026 Public Hearing, and May 7, 2026 Regular Meeting.

No action was taken.

2. Presentations:

A. Presentation – ADA Transition Plan. Mr. Matt Poole, Kimley-Horn presented the Board with a proposed ADA Transition Plan.

3. Public Comment Period.

No one spoke.

4. Department Reports:

A. Police Department.
B. Fire Department.
C. Parks & Recreation Department.
D. Library.
E. Finance Department.
F. Water Treatment Plant.

Department reports will be given at the June 2, 2026 Regular Meeting. No action was taken.

OLD BUSINESS

5. Second Reading - Ordinance 2026-08 - An Ordinance of the City of La Vergne, Tennessee, Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2026 through June 30, 2027. (A public hearing will be held at 5:45 p.m. on June 2, 2026.).

Mayor Cole explained the ordinance. A discussion ensued regarding receiving the certified tax rate from the Couty Property Assessors Office and steps the City could take to approve the budget without receiving that certified rate from the assessor. No action was taken.

6. Second Reading - Ordinance 2026-09 - An Ordinance to Amend Chapters 2, 4, 8, and 14 of the La Vergne Zoning Ordinance Regarding Definitions, Planning Areas, Parking and Driveways, and Administration and Procedures. (Received a favorable recommendation from the Planning Commission on March 31, 2026. A public hearing was held on Thursday, May 7, 2026).

Mayor Cole explained the ordinance. No action was taken.

7. Second Reading - Ordinance 2026-10 - An Ordinance to Amend Title 12, Chapter 6 of the La Vergne Municipal Code Regarding the Residential Code.

Mayor Cole explained the ordinance. No action was taken.

CONSENT AGENDA

8. Consent Agenda Items:

- **A. Approve or Reject City Bids and Purchases:**
  1. **Sourcewell Contract Purchase - Office, Breakroom and Janitorial Supplies.**
  2. **GSA Contract Purchase - Public Works Copier Lease & Maintenance Agreement.**
  3. **OMNIA Contract Purchase - Flock ALPR Camera System from Flock Group Inc.**
  4. **Bid Amendment - Cintas Price Increase.**
- **B. Approve a Master Service Agreement and Price Quote for the gWorks Public Works Software.**
- **C. Approve the Master Services Agreement with Needl, Inc. dba Aurelian to Transition the Emergency Call Center's Administrative Call Center Lines to an Artificial Intelligence system.**
- **D. Approve Memorandum of Understanding between the Tennessee Bureau of Investigation, the Tennessee Highway Safety Office, and the**

La Vergne Police Department for two SoTaxa Mobile Oral Fluid Testing Machines.

E. **Approve TDOT Contract #9646 with the Tennessee Department of Transportation (TDOT) for Construction of Sewer Improvements Associated with the TDOT Bain Drive Improvements (State Industrial Access Serving Project Bear).**

F. **Approve TDOT Contract #9653 with the Tennessee Department of Transportation (TDOT) for Construction of Water Improvements Associated with the TDOT Bain Drive Improvements (State Industrial Access Serving Project Bear).**

G. **Approve Amendment #3 to the Professional Services Agreement with Johnson, Mirmiran & Thompson, Inc. (JMT) for Additional Right-of-Way Acquisition Services Needed for the Proposed South Waldron Road Widening Project.**

H. **Approve Amendment #7 to the Professional Services Agreement with Ragan-Smith-Associates, LLC, for Design Phase Services for the Proposed South Waldron Road Widening Project.**

I. **Ratify the Approval of a Two-Year Contract with TDOT for the Maintenance of Murfreesboro Road.**

J. **Approve Change Order #5 for the Upper Chaney Woods Interceptor Sewer (Segments 4 and 3) - Revised Final Change Order.**

K. **Approve Change Order #2 with Avenue Grading dba Barlow, Inc. for Waldron Road Sewer Assessment Zone.**

Mayor Cole explained each item. No action was taken.

NEW BUSINESS

9. **First Reading - Ordinance #2026-11 - An Ordinance to Amend Chapter 14 of the La Vergne Zoning Ordinance Regarding Administration and Procedures. (Received a favorable recommendation from the Planning Commission on April 28, 2026. A public hearing will be held at 5:45 p.m. on June 2, 2026.).**

Mayor Cole explained the ordinance. No action was taken.

10. **Resolution #2026-17 - Approve a Land Acquisition Policy for Additional Real Property Interests for South Waldron Road Widening Project.**

Mayor Cole explained the resolution. No action was taken.

11. **Resolution #2026-18 - 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

12. Resolution #2026-19 - A Resolution to Write-Off Water Department Bad Debts.

Mayor Cole explained the resolution. No action was taken.

13. Resolution #2026-20 - A Resolution to Authorize the Quitclaim of Real Property to the Industrial Development Board of the City of La Vergne.

City Attorney Evan Cope stated that this item can be pulled from the agenda as it is no longer needed. Mayor Cole requested staff to remove the item from the agenda.

MAYOR / ALDERMEN COMMENTS

Alderman Haas wished everyone a great weekend.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:25 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 JUNE 2, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

Call to Order

The June 2, 2026 Public Hearing of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:46 p.m. at La Vergne City Hall by Mayor Jason Cole.

Board Members Present

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

ORDER OF BUSINESS

1. **Ordinance #2026-08 - An Ordinance of the City of La Vergne, Tennessee, Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2026 through June 30, 2027.**

Mr. Daniel Epright, 114 Seward Street, Smyrna, approached the podium and asked if the City was ahead of schedule in approving the budget.

The public hearing for this item was declared closed.

2. **Ordinance #2026-11 - An Ordinance to Amend Chapter 14 of the La Vergne Zoning Ordinance Regarding Administration and Procedures. (Received a favorable recommendation from the Planning Commission on April 28, 2026).**

No one spoke.

The public hearing for this item was declared closed.

ADJOURNMENT

Mayor Cole 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 JUNE 2, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The June 2, 2026 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 Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

A prayer was led by Mayor Cole and the Pledge of Allegiance was led by Alderman Graeme Coates.

ORDER OF BUSINESS

1. Approve Minutes: April 27, 2026 Budget Workshop, April 30, 2026 Workshop, May 7, 2026 Public Hearing, and May 7, 2026 Regular Meeting.

A motion, made by Alderman Coates, seconded by Alderman Hobbs, to approve the minutes of the April 27, 2026 Budget Workshop, April 30, 2026 Workshop, May 7, 2026 Public Hearing and, May 7, 2026 Regular Meeting, was adopted with all voting AYE.

2. Public Comment Period.

No one spoke.

3. Department Reports:

A. Police Department. Chief Christopher Moews gave the report for the Police Department.

B. Fire Department. Deputy Chief Nick Matthews gave the report for the Fire Department.

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.

E. Finance. Mr. Wyatt Grantham 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 2026-08 - An Ordinance of the City of La Vergne, Tennessee, Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2026 through June 30, 2027. (A public hearing was held at 5:45 p.m. on June 2, 2026.).

A motion, made by Mayor Cole, seconded by Alderman Coates, to approve Ordinance #2026-08 on second reading with the certified rate once it is received from the Rutherford County Property Assessor's office, was adopted following a roll-call vote.

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

5. Second Reading - Ordinance 2026-09 - An Ordinance to Amend Chapters 2, 4, 8, and 14 of the La Vergne Zoning Ordinance Regarding Definitions, Planning Areas, Parking and Driveways, and Administration and Procedures. (Received a favorable recommendation from the Planning Commission on March 31, 2026. A public hearing was held on Thursday, May 7, 2026).

A motion, made by Alderman Coates, seconded by Vice-Mayor Noe, to approve Ordinance #2026-09 on second reading, was adopted following a roll-call vote.

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

6. Second Reading - Ordinance 2026-10 - An Ordinance to Amend Title 12, Chapter 6 of the La Vergne Municipal Code Regarding the Residential Code.

A motion, made by Alderman Coates, seconded by Alderman Hobbs, to approve Ordinance #2026-10 on second reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE

Vice-Mayor Noe AYE
Mayor Cole AYE

CONSENT AGENDA

7. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

1. **Sourcewell Contract Purchase - Office, Breakroom and Janitorial Supplies.**
2. **GSA Contract Purchase - Public Works Copier Lease & Maintenance Agreement.**
3. **OMNIA Contract Purchase - Flock ALPR Camera System from Flock Group Inc.**
4. **Bid Amendment - Cintas Price Increase.**

B. Approve a Master Service Agreement and Price Quote for the gWorks Public Works Software.

C. Approve the Master Services Agreement with Needl, Inc. dba Aurelian to Transition the Emergency Call Center's Administrative Call Center Lines to an Artificial Intelligence system.

D. Approve Memorandum of Understanding between the Tennessee Bureau of Investigation, the Tennessee Highway Safety Office, and the La Vergne Police Department for two SoTaxa Mobile Oral Fluid Testing Machines.

E. Approve TDOT Contract #9646 with the Tennessee Department of Transportation (TDOT) for Construction of Sewer Improvements Associated with the TDOT Bain Drive Improvements (State Industrial Access Serving Project Bear).

F. Approve TDOT Contract #9653 with the Tennessee Department of Transportation (TDOT) for Construction of Water Improvements Associated with the TDOT Bain Drive Improvements (State Industrial Access Serving Project Bear).

G. Approve Amendment #3 to the Professional Services Agreement with Johnson, Mirmiran & Thompson, Inc. (JMT) for Additional Right-of-Way Acquisition Services Needed for the Proposed South Waldron Road Widening Project.

H. Approve Amendment #7 to the Professional Services Agreement with Ragan-Smith-Associates, LLC, for Design Phase Services for the Proposed South Waldron Road Widening Project.

I. Ratify the Approval of a Two-Year Contract with TDOT for the Maintenance of Murfreesboro Road.

J. Approve Change Order #5 for the Upper Chaney Woods Interceptor Sewer (Segments 4 and 3) - Revised Final Change Order.

K. Approve Change Order #2 with Avenue Grading dba Barlow, Inc. for Waldron Road Sewer Assessment Zone.

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve the consent agenda as recommended, was adopted with all voting AYE.

NEW BUSINESS

8. First Reading - Ordinance #2026-11 - An Ordinance to Amend Chapter 14 of the La Vergne Zoning Ordinance Regarding Administration and Procedures. (Received a favorable recommendation from the Planning Commission on April 28, 2026. A public hearing was held at 5:45 p.m. on June 2, 2026.).

A motion was made by Alderman Coates, seconded by Vice-Mayor Noe, to approve Ordinance #2026-11 on first reading, was adopted following a roll-call vote.

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

9. Resolution #2026-17 - Approve a Land Acquisition Policy for Additional Real Property Interests for South Waldron Road Widening Project.

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2026-17, was adopted following a roll-call vote.

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

10. Resolution #2026-18 - 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 Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2026-18, was adopted following a roll-call vote.

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

11. Resolution #2026-19 - A Resolution to Write-Off Water Department Bad

Debts.

A motion, made by Alderman Hobbs, seconded by Vice-Mayor Noe, to approve Resolution #2026-19, was adopted following a roll-call vote.

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

MAYOR / ALDERMEN COMMENTS

Aldermen Hobbs thanked the library staff for the Summer Reading Program kickoff and thanked staff in regard to the work done at the ICSC in Las Vegas.

Mayor Cole thanked City staff for all the work that had been done in preparing the budget. He reminded everyone that the 4th of July celebration was coming and warned residents about the City's rules regarding fireworks.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 6:33 p.m.

_____
Mayor

_____
City Recorder

Approved: _____

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 5.	Second Reading - **Ordinance #2026-11** - An Ordinance to Amend Chapter 14 of the La Vergne Zoning Ordinance Regarding Administration and Procedures. (Received a favorable recommendation from the Planning Commission on April 28, 2026. A public hearing was held at 5:45 p.m. on June 2, 2026.)		
Department:	Planning	**Presented By:**	Bo Logan
Item Attachments:	1. Ordinance #2026-11 - Amend the City of La Vergne Zoning Ordinance by Amending Chapter 14		

Purpose:
This is an ordinance to amend Chapter 14 of the La Vergne Zoning Ordiinance regarding Administration and Procedures.

Background:
This amendment to the zoning ordinance updates the public notice requirements to reflect changes in State law since the new zoning ordinance was adopted.

Financial Summary:
There is no financial impact to the City.

Staff Recommendation:
Staff recommends approval.

ORDINANCE #2026-11

AN ORDINANCE TO AMEND CHAPTER 14 OF THE LA VERGNE ZONING ORDINANCE REGARDING ADMINISTRATION AND PROCEDURES.

WHEREAS, the following changes have been reviewed and recommended by the La Vergne Planning Commission; and,

WHEREAS, a public hearing thereon has been held as required by law; and,

WHEREAS, the following changes have been approved by the La Vergne Board of Mayor and Aldermen.

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE THAT:

The Zoning Ordinance of La Vergne, Tennessee, is hereby amended as follows:

SECTION I. Amend Chapter 14 of the La Vergne Zoning Ordinance by amending the following portion of Table 14.2 to read as follows:

Application	Published Notice	Mailed Notice	Posted Notice	Timing
Text Amendment	Required	Required	Required	Notice of the public hearing shall be published at least 21 days before the BOMA Public Hearing.
Rezoning (Map Amendment)	Required	Required	Required	Notice of the public hearing shall be published at least 21 days before the BOMA Public Hearing. Mailed notice shall be postmarked at least 21 days prior to the BOMA meeting.

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. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IV. That this Ordinance take effect forthwith upon its final passage, the public welfare 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:

_____
Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.A.1.	Bid - Construction of the Public Works and Community Development Services Facility – Build-out of Area 'E'.		
Department:	Engineering	**Presented By:**	Gary Lide
Item Attachments:	1. PWCDS Phase 2 Contract with Thrash Construction Services, LLC		

Purpose:
Approve Bid and Contract with Thrash Construction LLC for the Construction of the Public Works and Community Development Services Facility – Build-out of Area 'E'.

Background:

The future expansion area of the Public Works and Community Development Services Facility (also referred to as 'Area E') is planned to be developed in order to move several departments from the City Hall Building to allow the Police Department to expand into that building. This is a much-needed improvement for the Police Department.

The Public Works and Community Development Services Facility – Build-out of Area 'E' Project was bid out following the requirements of the City of La Vergne Procurement Policy. The bid opening was conducted on Monday, July 15, 2026. Eight bids were received. The low bid was received from Thrash Construction LLC with an office in Franklin, Tennessee.

The bid was reviewed and determined to be compliant with the bid documents.

Financial Summary:

Total Bid Price = Base Bid Contract Amount: $2,558,000

The following unit prices were requested for the purpose of pricing change orders, if required:

Rock Excavation: $87.00 per cubic yard

Unsuitable Soils Replacement: $81.00 per cubic yard

This price is within the budgeted amount.

Staff Recommendation:
Staff recommends approval.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between The City of La Vergne, Tennessee ("Owner") and **Thrash Construction Services, LLC.** ("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:

- **Interior Build-out of Open Expansion Space into offices including architectural, electrical, mechanical, plumbing and limited structural work (approximately 12,480 SF)**
- **Renovation of existing office space including limited architectural, electrical, mechanical, and very limited plumbing work (approximately 890 SF)**
- **Site civil work including the demolition of a small freestanding garage, asphalt paving (approximately 40,500 SF), concrete paving (approximately 3,720 SF), gravel surfacing (approximately 10,000 SF), extension of a 6-inch diameter water service line (about 250 LF) with a fire hydrant, and construction of about 300 LF of 5-foot-wide concrete walk to ADA standards.**
- **Construction of a large shed with open sides (approximately 2,700 SF)**
- **Addition of ADA-accessible door openers with push-button switch on three existing doors**
- **Other minor improvements**

ARTICLE 2 - THE PROJECT

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

PUBLIC WORKS AND COMMUNITY DEVELOPMENT SERVICES FACILITY
BUILD-OUT OF AREA 'E'

ARTICLE 3 - ENGINEER

3.01 The Owner has retained Lambe + Associates ("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.

3.02 The part of the Project that pertains to the Work has been designed by Lambe + Associates.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially complete within 304 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 334 days after the date when the Contract Times commence to run.

4.04 *Milestones*

A. There are no milestones in this contract.

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 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.

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:

A. For all Work, a lump sum of $2,558,000.00

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

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, Article 2 and 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).

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).
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 **61** sheets with each sheet bearing the following general title: **BUILD-OUT OF AREA "E" AT THE CITY OF LA VERGNE, TENNESSEE PUBLIC WORKS AND COMMUNITY DEVELOPMENT SERVICES**
7. Addenda (numbers **1** to **5**, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
   a. **C000, C001, C100, C200, C201, C202, C203, C300, C301, C302, C303, C304, C500, C800, C801, C802, C803, C900, C901, C902, C903, L100, L101, G001, G002, G003, LSI100, LSI101, D100, D 101, A100, A101, A102, A103, A104, A105, A300, A301, A302, A303, A700, A800, A801, M000, M001, P000, P001, P002, E001, E002, E101, E201, E301, E501, E601, E701, E801, E802, T401, FP100.**
9. 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.
   d. Field Orders.
   e. Warranty Bond, if any.

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 had the opportunity to visit the Site, conduct 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 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.
6. 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.
7. 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.
8. 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.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. 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® C700, 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 **NOTICE TO PROCEED** (which is the Effective Date of the Contract).

Owner:	Contractor:
(typed or printed name of organization)	Thrash Construction Services, LLC. *(typed or printed name of organization)*
By: *(individual's signature)*	By: *(individual's signature)*
Date: *(date signed)*	Date: 01/29/2026 *(date signed)*
Name: *(typed or printed)*	Name: Thaddeus Thrash *(typed or printed)*
Title: *(typed or printed)*	Title: Member Manager *(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)*	Attest: *(individual's signature)*
Title: *(typed or printed)*	Title: Division Manager *(typed or printed)*
Address for giving notices:	Address for giving notices: 109 Holiday Court Suite A3 Franklin, TN 37067
Designated Representative:	Designated Representative:
Name: *(typed or printed)*	Name: *(typed or printed)*
Title: *(typed or printed)*	Title: *(typed or printed)*
Address:	Address:
Phone:	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.)*	Email: License No.: *(where applicable)* State:

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

NOTE: THESE GENERAL CONDITIONS ARE PRESENTED IN THE ORIGINAL EJCDC C700 FORMAT AND HAVE NOT BEEN MODIFIED. THE SUPPLEMENTARY CONDITIONS OF THIS CONTRACT AMEND AND APPEND MANY ITEMS IN THESE GENERAL CONDITIONS. CONTRACTOR MUST READ BOTH DOCUMENTS. WHEN THERE IS ANY DIFFERENCE BETWEEN THE SUPPLEMENTARY CONDITIONS AND THE GENERAL CONDITIONS, THE SUPPLEMENTARY CONDITIONS GOVERN.

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, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

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

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
    b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
        1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
        2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

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. *Owner's Contingency Allowance*: Contractor agrees that the Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs. The Owner will utilize this fund in the event of approved change orders to keep the project moving forward while the City's Contract Modification process is completed.

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.

END OF DOCUMENT

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions ("SC") modify specific provisions the Standard General Conditions of the Construction Contract (EJCDC C-700 (2018)). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions, unless otherwise modified herein. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-1. Strike Paragraph 1.01.A.8 in its entirety and replace with the following:

8. Change Order—A document that is signed by Contractor and Owner, a requirement that cannot be waived by any subsequent action of the parties, 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.

SC-2. Strike Paragraph 1.01.A.25 in its entirety and replace with the following:

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 or purporting to have jurisdiction.

SC-3. Strike Paragraph 1.01.A.26 in its entirety and replace with the following:

26. Liens—Charges, security interests, or encumbrances, or legal actions to assert the same, upon Contract-related funds, real property, or personal property.

SC-4. Strike Paragraph 1.01.A.28 in its entirety and replace with the following:

286. Notice of Award—The written notice by Owner to a Bidder of Owner's acceptance of the Bid. The Notice of Award alone shall not create remedies for any Work performed under the Agreement or Contract Documents.

SC-5. Strike Paragraph 2.01.C in its entirety and replace with the following:

C. [Intentionally omitted]

SC-6. Delete Paragraph 2.02.A in its entirety and insert the following in its place:

A. Owner shall furnish to Contractor up to four printed or hard copies of the Contract Documents and Plans and, if requested, one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction. Electronic

documents provided to the Contractor are for convenience and informational purposes only.

SC-7. Strike Paragraph 2.03.A.1 in its entirety and replace with the following:

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. The Progress Schedule, in detailed precedence-style critical path method (CPM) or primavera-type format satisfactory to Owner and Engineer, shall (i) provide a graphic representation of all activities and event that will occur during the performance of the Work: (ii) identify each phase of the construction and occupancy; and (iii) set forth milestone dates that are significant to ensure the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

SC-8. Strike Paragraph 2.04.A in its entirety and replace with the following:

A. Contractor shall arrange for, either at such time as Engineer shall specifically direct, of any, or otherwise, 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.

SC-9. After Paragraph 2.04.B add the following:

1. Generally, Contractor shall communicate with Engineer, or the Engineer's designated representative under Paragraph 9.02, concerning matters affecting Engineer or Owner. In the event that Contractor believes he cannot deliver necessary communications to Engineer or his representative, Contractor may transmit those communications to Owner's representative with a copy to Engineer, which communications will include a brief explanation of the need to communicate with Owner's Representative.

SC-10. Strike Paragraph 2.05.A in its entirety and replace with the following:

A. Contractor shall arrange for, either at such time as Engineer shall specifically direct, of any, or otherwise, 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,

in compliance with the requirements of Paragraph 2.03.A.1. Upon review and acceptance by Owner and Engineer, the Progress Schedule shall be deemed to be part of the Contract Documents. 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. If not accepted, the Project Schedule shall be promptly revised by the Contractor in accordance with the recommendations of Owner and Engineer and resubmitted.

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. The unit prices or lump sum amounts provided by the Contractor in the Bid Form shall serve as the basis for the Schedule of Values. Additional subdivision of unit price or lump sum items shall be made as reasonably requested by the Engineer or as required to verify progress payments for Lump Sum or Unit Price work that will take place over several progress payment periods.

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

SC-11. Strike Paragraph 3.01.B in its entirety and replace with the following:

B. It is the intent of the parties that the Contract Documents describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom, practice, or trade usage as being required to produce the indicated result will be provided at no additional cost to Owner. The grades, elevations, dimensions, locations, and field measurements or any drawings or specification issued by Engineer, or the Work installed by other Contractors, are not guaranteed by Engineer or Owner. Contractor shall be responsible for verifying the accuracy of all grades, elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, Contractor shall verify at the site all dimensions relating to such existing or other Work. Any errors due to Contractor's fault to verify shall be promptly rectified by Contractor without any additional costs to Owner or extensions of Contract Time.

SC-12. Strike Paragraph 3.03.A in its entirety and replace with the following:

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 within two business days 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 within two business days 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, or should have had such knowledge under the circumstances of the Contract.

SC-13. Strike Paragraph 3.04 in its entirety and replace with the following:

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to 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. However, should Owner choose to self-perform the duties and responsibilities of Engineer, or should Owner chooses to designate another party to fulfill these duties and responsibilities, (i) Contractor shall accept all actions and decisions of Owner or Owner's designated party as if and to the same extent it would were Engineer fulfilling these duties and responsibilities under the Contract; and (ii) Engineer shall have no liability for such actions or decisions.

B. Engineer will, with reasonable timeliness based on the circumstances affected by the issue, 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 within one business day of its determination give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

SC-14. Strike Paragraph 4.01.A in its entirety and replace with the following:

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. Owners, with the concurrence of Engineer, will provide a Notice to Proceed after the effective date of the Agreement. Until Contractor receives a Notice to Proceed from Owner, Contractor shall not proceed with work on the Project. In no event will Contractor have any remedies for Work performed on the Project until the Notice to Proceed is given of Contractor.

SC-15. Strike Paragraph 4.02.A in its entirety and replace with the following:

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. Contractor shall have no remedies for any Work Performed under the Agreement or Contract Documents until Owner issues the Notice to Proceed.

SC-16. Strike Paragraph 4.03.A in its entirety and replace with the following:

A. Engineer 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, approved by Engineer, and licensed in the state where the Project is located or working under direct supervision of a surveyor licensed in the state where the Project is located.

SC-17. Strike Paragraph 4.05.A in its entirety and replace with the following:

A. If Owner or Engineer delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Notwithstanding any other provision of the Contract, Owner shall not be liable, as damages for delays under this section, for any consequential damages, lost opportunity costs, impact damages, or other similar remuneration. Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, directing suspension, rescheduling, or correction of the Work, or terminating this agreement for its convenience), regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference with Contractor's performance of the Work. If Contractor submits a progress report indicating, or otherwise expressing, an intention to achieve completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Times, Owner shall have no liability to Contractor for any failure of Contractor to so complete the Work according to that progress report.

SC-18. Strike Paragraph 4.05.D.2 in its entirety and replace with the following:

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, its subcontractors, suppliers, agents and representatives. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

SC-19. Strike Paragraph 5.03.A in its entirety and replace with the following:

A. Reports and Drawings: The Supplementary Conditions identify:

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

2. 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; and

3. Technical Data contained in such reports and drawings. Such reports shall not excuse Contractor and each Subcontractor from the duty to independently evaluate and satisfy themselves as to the site conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the project site and surrounding areas; (2) generally prevailing climatic conditions; (3)

anticipated labor, supply, and costs; (4) availability and cost of materials, tools, and equipment; and (5) other similar issues. Further, Owners assumes no responsibility or liability for the physical conditions or safety of the project site or any improvements located on the project site. Except as set forth in in Article 5, Contractor shall be solely response for providing a safe place for the performance of the Work. Owner shall not be required to make adjustments in either the Contract Price or Contract Times arising from a failure by Contractor or any Subcontractor to independently evaluate and satisfy themselves as to the site conditions and limitations.

SC-20. Strike Paragraph 5.04.A in its entirety and replace with the following:

A. Notice by Contractor: If Contractor discovers or should have discovered 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, immediately or as soon as feasible, and in any event not more than 24 hours after the time Contractor discovers, 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.

SC-21. Strike Paragraph 5.04.B in its entirety and replace with the following:

B. Engineer's Review: After receipt of written notice as required by the preceding paragraph, Engineer will immediately or as soon as feasible 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 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.

SC-22. Strike Paragraph 5.04.D.3 in its entirety and replace with the following:

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 written, duly authorized, and signed Change Order.

SC-23. Strike Paragraph 5.05.B in its entirety and replace with the following:

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, by not later than the end of the next business day 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 and give written notice to the owner of such Underground Facility.

SC-24. Strike Paragraph 5.05.C in its entirety and replace with the following:

C. Engineer's Review: Engineer will:

1. as soon as feasible 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;

3. 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;

4. 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

5. 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.

SC-25. Strike Paragraph 5.05.F.2 in its entirety and replace with the following:

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 written, duly authorized, and signed Change Order.

SC-26. Strike Paragraph 5.06.C in its entirety and replace with the following:

C. Contractor must make all reasonable efforts to discover and locate any Hazardous Environmental Conditions at the site that may present a danger to persons or property exposed thereto in connection with the Work at the site. Contractor is liable for any damages caused by any Hazardous Environmental Conditions that Contractor knew or, or by the exercise of reasonable efforts should have known of, and any damages caused by reason of any Hazardous Environmental Conditions created, known to, or encountered by Contractor, its Subcontractors, Supplier, or anyone else for whom Contractor is responsible. Within 24 house of the time when Contractor discover any Hazardous Environmental Conditions, Contractor will follow the procedures set forth in Paragraph 5.06.E. 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.

SC-27. Strike Paragraph 5.06.G in its entirety and replace with the following:

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 4.05D, 4.05E, 11.07, and 11.08. Nothing in this Paragraph obligates Owner or Contractor to indemnify the other from and against the consequences of the other's own negligence.

SC-28. Strike Paragraph 5.06.I in its entirety and replace with the following:

I. To the fullest extent permitted by Laws and Regulations, the party to this Contract who created or was responsible for the Hazardous Environmental Condition shall indemnify and hold harmless the other party to this Contract, 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 the party(ies) to be indemnified hereunder or by anyone for whom party(ies) to be indemnified hereunder is responsible. Nothing in this Paragraph 5.06.I obligates the party to this Contract who created or was responsible for the Hazardous Environmental Condition to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

SC-29. Strike Paragraph 6.01.A in its entirety and replace with the following:

A. Contractor shall furnish a performance bond and a payment bond, each in an amount of 100% of the Contract Price, as security for the faithful performance and payment of all 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.

SC-30. Strike Paragraph 6.01.D in its entirety and replace with the following:

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business in Tennessee is terminated, or the surety ceases to meet the requirements above, then Contractor shall immediately upon learning of the bankruptcy or insolvency notify Owner and Engineer in writing and shall, within 10 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.

SC-31. Strike Paragraph 6.02.A in its entirety and replace with the following:

A. Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions Addendum A.

SC-32. Modify Paragraph 6.02.B as follows:

Strike the words "Owner or" in the first sentence.

SC-33. Strike Paragraph 6.02.E in its entirety and replace with the following:

E. [Intentionally omitted]

SC-34. Modify Paragraph 6.02.F as follows:

Strike the words "or Contractor" in the first sentence.

SC-35. Strike Paragraph 6.02.I in its entirety and replace with the following:

I. If Contractor does not purchase or maintain all of the insurance required of such party by the Contract, Owner shall notify Contractor 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.

SC-36. Strike Paragraph 6.02.K in its entirety and replace with the following:

K. Without prejudice to any other right or remedy, if Contractor has failed to obtain required insurance, Owner may elect to obtain equivalent insurance to protect Owner and Contractor's interests at the expense of Contractor and the Contract Price shall be adjusted in order for Owner to recover the full cost of the insurance so obtained.

SC-37. Strike Paragraph 6.02.L in its entirety and replace with the following:

L. [Intentionally omitted]

SC-38. Strike Paragraph 6.03.B in its entirety and replace with the following:

B. [Intentionally left blank]

SC-39. Strike Paragraph 6.03.C in its entirety and replace with the following:

C. [Intentionally left blank]

SC-40. Strike Paragraph 6.04.A in its entirety and replace with the following:

A. Contractor shall purchase and maintain builder's risk insurance as provided in the Supplementary Conditions.

SC-41. Strike Paragraph 6.05.B.1 in its entirety and replace with the following:

1. Owner waives all rights against Contractor and Subcontractors 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.

SC-42. Strike Paragraph 6.05.C in its entirety and replace with the following:

C. [Intentionally left blank]

SC-43. Strike Paragraph 6.06.A in its entirety and replace with the following:

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 6.06.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

SC-44. Strike Paragraph 6.06.B in its entirety and replace with the following:

B. Proceeds for such insured losses under the builder's risk and other policies of insurance required by Paragraph 6.04 shall be made payable by the insurer to Owner, or if paid to another Party to this Contract, shall be immediately signed over to the benefit of Owner. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers.

SC-45. Strike Paragraph 7.02. in its entirety and replace with the following:

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent, as provided under Paragraph 2.04.B., who shall not be

replaced without written notice to Owner and Engineer except under extraordinary circumstances.

SC-46. After Paragraph 7.03.C, add the following:

C. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-47. Strike Paragraph 7.04.B in its entirety and replace with the following:

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 warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. Contractor agrees to assign to Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work, and Contractor further agrees to perform the Work in such a manner as to preserve any and all manufacturer's warranties. 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.

SC-48. Strike Paragraph 7.06.B in its entirety and replace with the following:

B. Engineer's Evaluation and Determination: Engineer will be allowed an average of seven days, or such other reasonable period of time as Owner determines is required 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.

SC-49. Strike Paragraph 7.07.A in its entirety and replace with the following:

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. No later than 14 days after the execution of the Agreement by Contractor and Owner, Contractor shall furnish Owner and Engineer, in writing, with (1) the name, trade, and subcontract amount for each Subcontractor and (2) the names of all persons or entities proposed as manufacturers of the products identified in the specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor.

SC-50. Strike Paragraph 7.09.A in its entirety and replace with the following:

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). Contractor shall pay all charges of utility owners for connections for providing service to the Work, and Owner shall pay all charges of such utility owners for costs related to providing post-construction service to the Work.

SC-51. After Paragraph 7.10.A, add the following:

B. Should Owner be exempt from payment of sales and compensating use taxes of the State on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-52. Strike Paragraph 7.11.B in its entirety and replace with the following:

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.

SC-53. Delete the second sentence of Paragraph 7.13.G and replace with the following:

All Owner required safety with which Contractor must comply are listed in Section 01010, Summary of Work.

SC-54. Strike Paragraph 7.13.H in its entirety and replace with the following:

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, to which Owner may interpose reasonable objections that are not beyond a general right to order, inspect, make suggestions, or prescribe alterations or deviations or in any way accept or cause liable for site safety to shift from the sole responsibility of Contractor to either Owner or Engineer to any degree.

SC-55. Strike Paragraph 7.15.A in its entirety and replace with the following:

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 written notice, as soon as is feasible, 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.

SC-56. Strike Paragraph 7.17.A in its entirety and replace with the following:

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective.

SC-57. Strike Paragraph 7.18.A in its entirety and replace with the following:

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 in whole or in part from 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.

SC-58. Strike Paragraph 8.03.C in its entirety and replace with the following:

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) as soon as reasonably possible attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim as expediently as possible 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. In no event shall Contractor's actions as described in this Paragraph result in an increase in the Contract Price or Contract Times.

SC-59. Strike Paragraph 9.03.A in its entirety and replace with the following:

A. Owner shall furnish the data required of Owner in accordance with the Contract Documents.

SC-60. Strike Paragraph 10.03.A in its entirety and replace with the following:

A. If Owner and Engineer have agreed that Engineer will act as Owner's Project Representative, Engineer shall act as its Resident Project Representative and designate a specific person with Engineer's firm to serve as the Resident Project Representative to represent Owner at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.07.

SC-61. Strike Paragraph 10.03.B in its entirety and replace with the following:

B. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and

authority, which shall include the authority to transmit instructions, receive information, render decisions relative to the Contract Documents, and otherwise act in place of the Engineer, subject to the Supplementary Conditions providing otherwise and the limitations thereon of such other Owner designates a representative or agent other than Engineer or Engineer's agent, Engineer shall not be liable for decisions rendered by such Owner or Owner's Representative.

SC-62. Strike Paragraph 10.06.A in its entirety and replace with the following:

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. However, should Owner choose to self-perform the duties and responsibilities of Engineer, or should Owner chooses to designate another party to fulfill these duties and responsibilities, (i) Contractor shall accept all actions and decisions of Owner or Owner's designated party as if and to the same extent it would were the Engineer fulfilling these duties and responsibilities under the Contract; and (ii) Engineer shall not be liable for decision rendered by Owner or Owner's Representative

SC-63. Strike Paragraph 11.01.C in its entirety.

SC-64. Strike Paragraph 11.04.B in its entirety and replace with the following:

B. If Contractor believes that a Field Order should instead have been issued as a Change Order, because that Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein. Engineer will obtain not later than one week after issuing a given Field Order, and if possible before Contractor performs work under the Field Order, the signature of Contractor on each Field Order. This signature confirms that Contractor is not entitled to any change in the Contract Price or the Contract Times. Engineer should obtain the signature of Contractor on all Field Orders issued.

SC-65. Strike Paragraph 11.05.A in its entirety and replace with the following:

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.

SC-66. Strike Paragraph 11.05.B in its entirety and replace with the following:

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.

SC-67. Strike Paragraph 11.04.C.2.a in its entirety and replace with the following:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, Contractor's fee shall be 15%;

SC-68. Strike Paragraph 11.08.A in its entirety and replace with the following:

A. The Contract Times may only be changed by agreement through a written and executed 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.

SC-69. After Paragraph 11.05.B add the following:

C. All time limits stated in the Contract Documents are of the essence of the Agreement. Contractor acknowledges and understands that (i) Owner has a need for the completed Work, shortly after the date set forth in the Agreement by which substantial completion is to be achieved for the public good and to protect public funds; and (ii) failure by Contractor to complete the Work in accordance with the construction schedule will cause significant damages to Owner, including, without limitation, public health, safety, and welfare, as well as the undue diminishment of public funds.

SC-70. Strike Paragraph 11.09.B.4 in its entirety and replace with the following:

2. 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 60 days after such receipt of the Contractor's supporting data, will recommend to the Owner that the Owner either deny or approve the Change Proposal in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor and Funding Agency (if there is one). If Engineer does not take action on the Change Proposal within 60 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.

SC-71. Strike Paragraph 11.09.B.5 in its entirety and replace with the following:

3. Binding Decision: Engineer's decision on issues other than changes in Contract Price or changes in Contract Times is final and binding upon Contractor, unless Owner or Contractor appeals the decision by filing a claim under Article 12.

SC-72. In Paragraph 11.02.A.1 delete the following:

"in accordance with a Work Change Directive"

SC-73. After Paragraph 11.02.B add the following:

C. An agreed Change Order that adjusts the Contract Price, or the Contract Time, or both, shall be accomplished only by a written and executed Change Order. Accordingly, no course of conduct or dealings between the parties, no expressed or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alterations or additions to the Work shall be the basis of any claim for an increase in any amount due under the contract documents or in any time period provided for in the Contract Documents, unless executed as a Change Order under Paragraph 11.02. Any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Contract Times. In the event a Change Order increases the Contract Price, Contractor shall include the Work covered by such Change Order in applications for payments as if such Work were originally part of the Agreement. No individual employer, agent, or representative of Owner is authority to waive this requirement of compliance with the requirement of this Section.

SC-74. Strike Paragraph 12.01.B in its entirety and replace with the following:

B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract as soon as practicable, and in no event more than 30 calendar days, after the start of the event giving rise thereto, and in the case of appeals regarding Change Proposals within 14 calendar days of the decision under appeal. The party submitting the Claim shall also furnish a copy to 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.

SC-75. Strike Paragraph 13.01.B.4 in its entirety and replace with the following:

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, but only to the extent authorized and approved in writing by Engineer.

SC-76. Strike Paragraph 13.01.B.5.c.2) in its entirety and replace with the following:

2) Costs for equipment and machinery owned by Contractor or a Conractor-related entity will be paid at a rate shown for such equipment in the "The Rental Rate Blue Book for Construction Equipment" published by Equipment Watch, Prism Business Media. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include 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, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than $1,000 will be considered small tools.

SC-77. Strike Paragraph 13.03.D.1.a in its entirety and replace with the following:

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 (the quantity of an item will be deemed to differ materially and significantly, without limitation, if it exceeds or falls short of the estimated quantity by more than 25 percent); and

SC-78. Strike Paragraph 14.02.F in its entirety and replace with the following:

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 in a reasonable time to such notice, but in no case more than seven days.

SC-79. Strike Paragraph 14.03.D in its entirety and replace with the following:

D. Correction, or Removal and Replacement: Using best efforts and as soon as feasible, but in no event more than three days after receipt of written notice of defective Work, Contractor shall begin to 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, and shall continue to undertake corrections without delay or adjustment to Contract Price or Contract Times.

SC-80. Strike Paragraph 14.05.C.2 in its entirety and replace with the following:

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, unless Contractor fails to provide written notice as required in Paragraph 14.02.F. 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.

SC-81. After Paragraph 15.01.B.4 add the following:

5. Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

   a. In addition to the current Contractor's lien waiver, a duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into Subcontracts, the amount of each such Subcontract, the amount requested for each Subcontractor and Supplier who is to be paid any sum under the Application for Payment, and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and Suppliers;

   b. Duly executed waivers of mechanics' and material suppliers' liens from all Subcontractors and, when appropriate, from material Suppliers and lower-tier Subcontractors, establishing payment or satisfaction of payment of all amounts requested of the Contractor on behalf of such entities or persons in any previous application for payment; and

   c. All information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Engineer. If required by the Owner's title insurer, if any, the Contractor shall execute a personal gap undertaking in form and substance satisfactory to such title insurer.

6. Contractor shall also comply with the following specific requirements:

   a. The aggregate cost of materials stored off site shall not exceed $10,000 at any time without written approval of Owner.

   b. Title to such materials shall be vested in Owner, as evidenced by documentation satisfactory in form and substance to Owner and Owner's construction lender, including, without limitation, recorded financing statements, UCC filings, and UCC searches.

c. With each application for payment, Contractor shall submit to Owner a written list identifying each location where materials are stored off the project site and the value of materials at each location. Contractor shall procure insurance satisfactory to Owner for materials stored off the project site in an amount not less than the total value thereof.

d. The consent of any surety shall be obtained, to the extent required by the surety, or Owner prior to payment for any materials stored off the project site.

e. Representatives of Owner and the lender shall have the right to make inspections of the storage areas for any materials stored off site at any time.

f. Such materials shall be (1) protected from diversion, destruction, theft, and damage to the satisfaction of Owner and lender; (2) specifically marked for use on the project; and (3) segregated from other materials at the storage facility.

SC-82. After Paragraph 15.01.C.6.e add the following:

f. Liability for liquidated damages has been incurred by Contractor g. Contractor has failed to pay for damages to existing underground utilities as required by the Tennessee One Call Law.

SC-83. After Paragraph 15.02.A add the following:

1. Contractor further expressly undertakes to defend Owner and Engineer, at Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner, Engineer, or any third party as a result of liens filed against the Work, the site of any of the Work, the project site and any improvements thereon, payments due Contractor, or any portion of the property of Owner, Engineer, or third party. Contractor hereby agrees to indemnify and hold Owner, Engineer, and third parties harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such action, lawsuit, or proceeding.

2. Owner shall release any payments withheld due to a lien or claim of lien, if Contractor obtains security acceptable to Owner or a lien bond that is (a) issued by a surety acceptable to Owner; (b) in form and substance satisfactory to Owner; and (c) in an amount not less than two hundred percent (200%) of such lien claim. Provided, however, Contractor shall not be relieved of any responsibilities or obligations under this paragraph, by obtaining a bond or other acceptable security, including, without limitation, the duty to defend and indemnify Owner and Engineer. The cost of any premiums incurred in connection with such bonds and

securities shall be the responsibility of Contractor and shall not be part of, or cause any adjustment to, the Contract Price.

3. Contractor agrees to waive, to the fullest extent allowed by applicable law, any right that it may have to assert a mechanic's or other lien against the Project or the Site and any improvements thereon, including, without limitation, the Work itself. Furthermore, Contractor will cause a similar provision, waiving to the fullest extent allowed by applicable law all rights to a mechanic's or other lien against the property, to be included in all of its Subcontracts, any sub-subcontracts, and all contracts with material Suppliers.

4. Notwithstanding the foregoing, Owner reserves the right to settle any disputed Subcontractor's, mechanic's or material Supplier's lien claim by payment to the lien claimant or by such other means as Owner, in Owner's sole discretion, determines is the most economical or advantageous method for settling the dispute. Contractor shall promptly reimburse Owner, upon demand, for any payment so made.

SC-84. Strike Paragraph 15.03.B in its entirety and replace with the following:

B. At a time Engineer determines to be reasonable, 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. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel, and living expenses, will be paid by Contract to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owned, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-85. Strike Paragraph 15.03.E in its entirety and replace with the following:

E. After Substantial Completion the Contractor shall without delay 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.

SC-86. Strike Paragraph 15.05.A in its entirety and replace with the following:

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will within five business days 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.

SC-87. Strike Paragraph 15.08.A in its entirety and replace with the following:

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 immediately, 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.

SC-88. Strike Paragraph 15.08.C in its entirety and replace with the following:

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not immediately 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.

SC-89. Strike Paragraph 15.08.D in its entirety and replace with the following:

D. In special circumstances where a particular item of equipment is placed in continuous service solely for the benefit of Owner 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.

SC-90. Strike Paragraph 16.02.A.1 in its entirety and replace with the following:

5. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to have Contractor's authorized representative required by Paragraph 2.04.B available as reasonably needed (including the repeated absence of such authorized representative for two business days consecutively or more at a time), failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

SC-91. Strike Paragraph 16.03 in its entirety and replace with the following:

A. Owner may, at any time, terminate the Contract in whole or in part for Owner's convenience and without cause. Termination by Owner under this paragraph shall be by a notice of termination delivered to Contractor specifying the extent of termination and the effective date.

B. Upon receipt of a notice of termination for convenience, Contractor shall immediately, in accordance with instructions from Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this paragraph:

(1) Cease operations as specified in the notice;

(2) Place no further orders and enter into no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the Contract;

(3) Terminate all subcontracts and orders to the extent they relate to the Work terminated;

(4) Proceed to complete the performance of Work not terminated; and

(5) Take actions that may be necessary, or that Owner may direct, for the protection and preservation of the terminated Work.

C. Upon such termination, Contractor shall recover as its sole remedy payment of the percentage of the Contract Price equal to the percentage of the work performed satisfactorily and not previously paid for. Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

D. Owner shall be credited for: (1) payments previously made to Contractor for the terminated portion of the Work; (2) claims that Owner has against Contractor under the Contract; and (3) the value of the materials, supplies, equipment, or other items that are to be disposed of by Contractor that are part of the Contract Price.

SC-92. Strike Paragraph 16.04 in its entirety and replace with the following:

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 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 30 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 60 days to pay Contractor any sum finally determined to be due, Contractor may, 7 business 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.

SC-93. Add Paragraph 17.02 as follows:

17.02 Dispute Resolution. Any dispute subject to resolution under this Article and any other claim or dispute regarding the Contract Documents shall be resolved in accordance with the process set forth in Addendum B of these Supplementary Conditions.

Owner:	Contractor:
City of La Vergne, Tennessee	Thrash Construction Services, LLC.
(typed or printed name of organization)	*(typed or printed name of organization)*
By:	By:
(individual's signature)	*(individual's signature)*
Date:	Date: 06/29/2026
(date signed)	*(date signed)*
Name: Jason Cole	Name: Thaddeus Thrash
(typed or printed)	*(typed or printed)*
Title: Mayor	Title: Member Manager
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest:	Attest:
(individual's signature)	*(individual's signature)*
Title:	Title: Division Manager

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.A.2.	Sourcewell Contract Purchase - Vac Truck for the Sewer Department.		
Department:	Public Works	**Presented By:**	Michael Dietz
Item Attachments:	1. SECQ9834		

Purpose:
This will approve the purchase of a new Vactor Impact Sewer Truck for the Sewer Department.

Background:
This is a request from the sewer department to approve the purchase of a new vac truck from Sansom Equipment Company located in Shelbyville, TN. This will assist the department in performing maintenance to clean and clear sewer blockages throughout the collection system.

Financial Summary:
The cost of the purchase is $383,661.25. This is a budgeted item and will be paid for out of the sewer department budget.

Staff Recommendation:
Staff recommends approval.

QUOTE

QUOTE #	*SECQ9834*
DATE	*Apr 14, 2026*
CONTRACT CUSTOMER ID #	*19011*
CONTRACT #	*101221-VTR*

To: Thomas Daniel
City of La Vergne (TN)
1500 E. Nir Shreibman Blvd.
La Vergne, TN 37086

Phone:
tdaniel@lavergnetn.gov

Sales Contact: Luke Vihon
615-906-8884
luke@secequip.com

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Sourcewell	Customer Location		Net Delivery

QTY	DESCRIPTION
1	New Vactor Impact sewer cleaner with Roots 15" PD Blower, 3 cubic yard debris body, 40 GPM @ 2500 PSI water system and 500 gallon fresh water capacity. Includes all standard features plus the following equipment: - 500' x 3/4" Piranha sewer hose - Hose reel with 180 degree rotation left and right - Multi-Flow water system 0-40 GPM range - Joystick boom control - 6" vacuum pipe package w/ 20' total vacuum tubes - Debris body wash out - 6" rear drain w/ butterfly valve - Cyclone Separators (2) - Rear door splash shield - Lube manifold - Air purge system - Digital water level indicator at control station - Digital debris body level indicator tied to vacuum relief - Bellypack wireless controls - 5' telescopic boom w/ steel elbow - Hydro-excavation kit with nozzles and digging extensions - Pinch roller on main hose reel - Hose reel with 50' of 1/2" hose - Water pump and exhaust silencer drain valves - LED directional control arrow stick - Wireless waterproof LED hand held spot light - 6 light Federal Signal LED strobe package - Work lights on boom - Work lights driver and passenger side - back up camera - Safety cone storage rack - Tool box behind cab with lighting 14 x 36 x 88 - Curbside toolbox w/ nozzle storage rack
1	New Freightliner M2 106 Plus chassis with Allison automatic transmission, Cummins L9 diesel engine and 26,000 GVWR

QTY	DESCRIPTION
1	Sourcewell Discount -$8164.84
1	Freight

This quote does not include any federal, state, or local taxes.
* In stock equipment are subject to prior sale. *

This Quote is valid for 30 Days.

TOTAL	$383,661.25

BIRMINGHAM OFFICE
2800 Powell Avenue
Birmingham, AL 35233
Ph: (205) 324-3104
Fax: (205) 324-2679

MOBILE OFFICE
2025 West I-65 Service Road North
Mobile, AL 36618
Ph: (251) 631-3766
Fax: (251) 631-3768

SHELBYVILLE OFFICE
3196 Highway 231 North
Shelbyville, TN 37160
Ph: (615) 696-7066
Fax: (615) 413-5323

STONECREST OFFICE
2601 South Stone Mountain Lithonia Road
Stonecrest, Georgia 30058
Ph: (706) 685-6900
Fax: (706) 609-3491

STATESBORO GA OFFICE
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Our newest combination sewer cleaner may be smaller than some of our other models, but it's no less powerful. Built with the same emphasis on performance and reliability, these machines offer outstanding versatility and the ability to maneuver through tight spaces. As with all Vactor® equipment, the iMPACT allows communities to protect, clean and repair their infrastructure. It is also engineered for optimal operator comfort and control. Features contributing to the ease of use include:

- The revolutionary IntuiTouch® control system
- Superior vacuum performance
- Low-maintenance Jet Rodder® water pump
- Exclusive Modul-Flex design
- Quiet engine design, high ground clearance, low water fill point, and twist-and-lock pipe restraints
- Hose reel that can rotate up to 180°
- Precise digital hose footage counter
- Water tanks featuring superior corrosion resistance and backed by a 10-year standard warranty

The new iMPACT makes the innovations of the 2100i more accessible without sacrificing Vactor's high standards.

STREAMLINE YOUR OPERATION AT THE TOUCH OF A BUTTON.

IntuiTouch In-Cab Controls

- One-Touch engagement to activate PTO — allowing operators to gain control of all operational systems
- Operator can engage road, combo, and recirculation mode with single push-button ease

IntuiTouch Control Panel

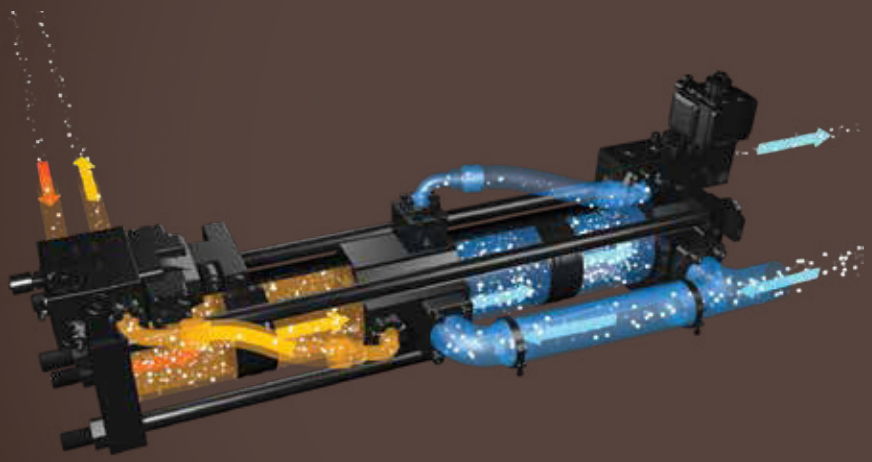
- Rotating controls with up/down adjustment for individualized maximum comfort
- Glove-friendly tactile buttons
- Reliable touch buttons enable the operator to know if a selected function is active
- Hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- Boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Allows for full proportional boom control with the addition of multiple functions at one time
- Operators have full control of the water system via a single Multi-Flow control dial — enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment

IntuiTouch®

ADVANTAGES THAT MAKE AN iMPACT.

Powerful Positive Displacement (PD) Vacuum

With a unique and operator friendly design, our PD vacuum is great for pulling material long distances. Powered by the chassis engine, the blower is driven hydrostatically, allowing independent control of speed while boosting productivity and reliability.



Exceptional Jet Rodder Water Pump

Leading the industry in longevity and worry-free maintenance, the Jet Rodder water pump delivers smooth flow at the nozzle for general cleaning and root cutting. Includes the powerful “Jackhammer” action to break up the toughest blockages.

Robust Aluminum Water Tank

Backed by a 10-year warranty, the water tank on the iMPACT has a non-corrosive, rust- and crack-resistant design. A baffled cylindrical shape adds high strength and durability while the position at the frame rail allows for the best weight distribution.

CUSTOMIZABLE TO MEET YOUR UNIQUE NEEDS.

Enhanced Wireless Controls

Updated belly pack and handheld remotes feature two-way data transmission, including active pressure and flow information for the water and the ability to monitor and display essential information like the hose footage being paid out or retracted. Our wireless controls also allow:

- Extensive operation with greater control away from the main operator station
- Multiple control functions including hose reel control, boom control, e-stop and more

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- Cold weather recirculation system
- Debris flush-out system
- Safety warning lighting packages
- Hydro-excavation kit
- Work-zone lighting packages
- Low water alarm
- Debris splash shield
- Digital debris body and water level indicators
- Expanded storage options including a back of cab toolbox
- Turn and hose reel mounted cameras

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Another innovation from the industry leader.

Powerful enough to tackle virtually any job a big machine can do, the iMPACT is a more affordable option that delivers greater economy and maneuverability. Ideal for municipalities needing a fast response, emergency back-up vehicle, small communities looking to keep up regular maintenance and storm water line problems, and contractors and utilities who prioritize versatility and a lower purchase price.

Vactor has proudly been dedicated to continuously improving combination sewer cleaners for over fifty years, and the compact and powerful iMPACT is just one of the highly customized solutions we offer.

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Effective Date 2/20 P/N 00254 ©2020 Vactor Manufacturing

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.A.3.	Sourcewell Contract Purchase - Street Sweeping Truck for the Stormwater Department.		
Department:	Public Works	**Presented By:**	Michael Dietz
Item Attachments:	1. Victory-RX4-Brochure (1) (1) 2. SECQ9186 Sweeper June		

Purpose:
This will approve the purchase of a new Isuzu Street Sweeper Truck for the Stormwater Department.

Background:
This is a request from the stormwater department to approve the purchase of a new street sweeper from Sansom Equipment Company located in Shelbyville, TN. This will replace an aging unit and allow the department to continue performing sweeping maintenance throughout the city.

Financial Summary:
The cost of the purchase is $258,552.00. This is a budgeted item and will be paid for out of the stormwater department budget with an estimated delivery time of 150 to 200 calendar days.

Staff Recommendation:
Staff recommends approval.

www.victorysweepers.com

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74.3 hp Kubota Turbo Diesel
30 inch dia Hardox steel “Fat Fan”
12-inch dia molded suction hose
105 gallon Poly Water Tank
39 inch dia Gutter Broom(s)
In-cab Remote Broom Tilt
Over-sized Tool Storage Boxes
Reverse Sweep Pickup Head
In-cab Operating Controls
LED Lighting w/ Integral Strobes
Large side inspection doors
Hydraulic Dump/Cleanout Doors
Blast Orifice Style Pickup Head
Exclusive ‘HOODS UP’ Feature

Recirculating Air Street Sweeper

4.35 yd^3 High Dump
304 Stainless Steel Hopper
Isuzu NQR Diesel Chassis
17,950 lbs GVWR
132” Wheelbase

Victory Sweepers
631 Fields Road
Laceys Spring, AL 35754

A division of ROOTS MULTI CLEAN, Inc.

844-479-3373

ROOTS
ADDING VALUE

VICTORY RX4 SPECIFICATIONS

DEBRIS HOPPER

Capacity	4.35 cubic yards/ 3.32 cubic meters
Construction	Stainless Steel
Exterior Finish	Vinyl Wrap or Polished Stainless Steel
Interior Finish	Uncoated Stainless Steel
Suction Tube Diameter	12"
Suction Tube Material	Abrassion Resistent Steel
Engine Shroud (optional)	Stainless Steel
Inspection Doors	1 on each side
Inspection Door Opening	13.7" x 26"
Dump Type	Hydraulic
Dump Cylinders	2 @ 4" x 16"
Dump Height	70"
Dump Controls	Electric In-cab
Separator Screen Construction	2 pc Stainless Steel
Separator Screen Maintenance	Hydraulic assist access door

AUXILIARY ENGINE

Type/fuel	4 Cycle / Turbo Aftercooled Diesel
Make	Kubota
Model	V3307-CR-TI-E4B
Number of Cylinders	4
Displacement	203 cu in/3.33 litres
Bore	3.70 in/94 mm
Stroke	4.72 in/120 mm
Brake Horsepower	74.3 HP/55.4 KW
Oil Filter	Spin on
Air Filter	2 pc / Dry type w/ safety element
Safety Shutdown	Temperature and Oil Pressure

IMPELLER

Diameter	30"
Type	10 blade backward inclined high pressure
Drive	3VX 6-Groove banded belt
Construction	2 Abrasion resisting grades of keyed welded steel
Mounting	2 Sealed & relubable ball bearings
Housing Construction	Welded steel
Housing Type	Unobstructed for open airflow
Liner	Replaceable corded rubber
Liner Bolts	Coated for increased abrasion resistance

HYDRAULIC SYSTEM

Pump Type	Fixed displacement gear
Drive	Direct
Pump Capacity	5 GPM
System Filtration	10 micron
Reservoir Capacity	16 gallons

Hydraulic Back-up System (optional)

Pump Type	12 volt DC
Controls	In cab
Purpose	Powers all hydraulic functions without auxiliary engine

DUST SUPPRESSION

Water Capacity	105 gallons
Tank Construction	Polyethylene
Pump Type	12 volt, Diaphram
Controls	In cab

CURB BROOM

Controls	Electric in-cab
Diameter	39"
Drive	Direct - Hydraulic motor
Tilt	Hydraulic in-cab
Suspension	Spring
Bristle Type	Vertical digger
Bristle Material	Oil tempered steel wire
Bristle Length	26"

SWEEPING HOOD

Type	Regenerative / Blast Orifice
Towing Type	2 Adjustable Trailing arms
Suspension	4 Springs
Up Storage	Rubber stops
Material	Welded steel
Pressure Tube	12" Diameter AR steel
Suction Tube	12" Diameter AR steel
Hood Width	80"
Flaps	3 Total
Skids	Double row
Skid Material	Steel with virgin Tungsten Carbide
Direction	Forward and reverse
"HOODS UP"' (Anti-plowing)	Independent hydraulics
"HOODS UP" Controls	Electric in-cab

CONTROLS

Type	Electric
Location	In-cab
Circuit Breakers	Individually resettable
Switches	Rocker
Monitoring	Hour meter, Tach, Oil Pressure, Coolant Temp, Volts

STANDARD CHASSIS

Make	Isuzu
Model	NQR
Capacity / GVWR	17,950 lbs

PROPULSION ENGINE

Type/Fuel	4 Cycle / Diesel
Model	Isuzu 4HK1-TC turbo intercooled
Cylinders	4
Displacement	5.2 L / 317 cid
Horsepower	215 hp @ 2,500 rpm
Torque	452 lb-ft @ 1,850 rpm
Starter	12v
Alternator	140 amp
Battery	dual - 750 CCA
Oil Filter	Spin-on
Air Filter	Dry-type

TRANSMISSION

Make	Aisin A465id 6-speed double overdrive
Type	Automatic
Speeds	6 Forward, 1 Reverse

TIRES AND WHEELS

Configuration	2 Front, 4 Rear
Tire Type	Tubeless / Steel belted radials
Tire Size	225/70R19.5F
Wheels	Steel disc / one piece

BRAKES

Type	Four-wheel disc
Power	Vacuum/Hydraulic with 4-channel ABS
Parking	Mechanical / Trans mounted

CAB

Type	Cab over Engine
Engine Access	Manual tilt
Construction	Steel
Air Conditioning	Standard
Radio	Standard
Windows	Electric
Door Locks	Electric
Steering	Integral Power

WEIGHTS AND DIMENSIONS

Total Empty Weight	13,000 lbs
Chassis Only Curb Weight	6,862 lbs
Wheel Base	132"
Turning Diameter (curb to curb)	40' 0"
Overall Length	237"
Overall Height	99"
Overall Width	92"
Sweeping Width (hood only)	80"
Sweeping Width (hood and left broom)	101"
Sweeping Width (hood and dual brooms)	116"

OPTIONAL EQUIPMENT

Engine Shroud	LED Hood Lights	Back-up Alarm
Spray Bar	Spare Tire & Wheel	Hand Hose 6"
LED Bar Light	12 Volt Backup	Big Bumper
Dump Assist Shaker	Illuminator Bumper	Hopper Drain
Dual Gutter Brooms	Tool Box Trays	Tool Boxes
Extra 60 gal Water Tank	Dual Steering	Camera

STANDARD 12 MONTH LIMITED WARRANTY

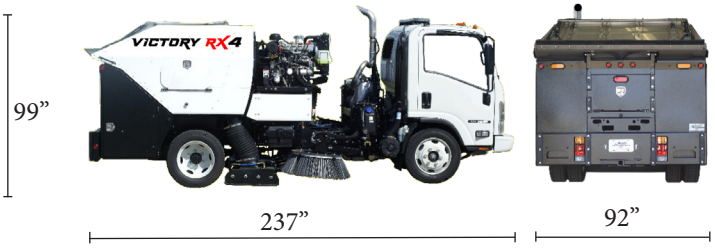
12 Month, 1200 Hour Warranty *(whichever occurs first)*

1. Chassis - Limited 36 months or 36,000 miles
2. Kubota Auxiliary Engine - Limited 24 mo or 2000 hrs
3. Sweeper Unit - Limited 12 months or 1200 hrs
4. Impeller Fan - Limited 60 mo or 5000 hrs

** Please read actual warranty for details and limitations*
**Combination of options may require heavier GVW chassis*
**Model shown with optional equipment*
**Specifications subject to change without notice*

VICTORY SWEEPERS
a division of ROOTS MULTI CLEAN, Inc. ™

ROOTS
ADDING VALUE



www.victorysweepers.com

844-479-3373

Victory Sweepers, A division of ROOTS MULTI CLEAN, Inc.
631 Fields Road, Laceys Spring, AL 35754

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 | (855) BUY-NJPA | (831) 480-8497
Fleet@NationalAutoFleetGroup.com

Thomas Daniel
City of La Vergne (TN)
1500 E. Nir Shreibman Blvd.
La Vergne, TN 37086

6/9/2026

Dear Thomas Daniel

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration:

1 ea New Isuzu NQR 17950 GVW with Victory Mark III Regenerative Air Sweeper Body

Which will be personally delivered to your department yard by Sansom Equipment Company's representative; **Luke Vihon**

Unit Cost	$258,552.00
Tax	
Total	**258,552.00**

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 032824-NAF.** Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572
Fax (831) 480-8497

1	ea	Chassis - New Isuzu NQR 17950 gw
1	ea	Sweeper - Mark III
1	ea	Options Stainless Steel Hopper w/white Vinyl Shroud Tool Boxes Mini Barlight LED Dual Brooms WITH HYD TILT 12 volt back up EXTRA WATER TANK Dual Steering Back up Alarm 2" Air gap with hydrant hose and wrench Front Spray Bar Debris Body Shaker Hopper Drain Low Water Indicator Hopper Flush Broom Center Deflector Wandering Hose Manual Front Bumber Magnet (chains)
1	ea	5 year 200000 chassis warranty
1	ea	Freight

Quote valid for 30 days.

National Auto Fleet Group
A Division of Chevrolet of Watsonville

SANSOM Equipment Company

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.A.4.	NASPO / State Contract Purchase - Oracle Public Safety Suite.		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. Oracle Public Safety Suite Pricing and Quote 2. Oracle Public Safety Suite Order Form 3. Oracle Public Safety Suite - 36 Month Ordering Document		

Purpose:
Approve the purchase of the Oracle Public Safety Suite through the NASPO / State of Tennessee Contract.

Background:
Following a review of available public safety software platforms, the La Vergne Police Department selected the Oracle Public Safety Suite as the preferred solution to support the City's law enforcement operations. The suite includes: CAD component, records management system, mobile operations, evidence management, analytics and reporting, and public safety data integration.

The suite will allow the department to increase efficiency for officers and support personnel, improve disaster recovery and continuity of operations, reduce dependence on aging and vulnerable on-premises systems, improve reporting, analytics, and data management, continue compliance with CJIS and deliver enhanced cybersecurity through Oracle's secure cloud infrastructure.

This change in software is required due to the cybersecurity event in October that affected these systems in the Police Department.

Financial Summary:
The total cost for the 6-year term will be $1,130,796. The cost for the first year of services will be $345,555 which will need the approval of a budget amendment because the funds have not been allocated at this time.

Staff Recommendation:
Staff recommends approval.

ORACLE
Public Safety

Oracle Pricing Estimate

Suite Core Subscription

Item		Annual Cost	Notes
Dispatch Command Center System (CAD)		$7,920	*3 Full Time CAD Seats, Supervisor/Backup Included*
Records Management System		$36,036	*78 Sworn Officers*
Vehicle Communication System (Mobile)		$72,000	*80 Vehicles, Includes tablet/case/mounting hardware and Advanced Parts Exchange*
Personal Communication System (iOS App)		$10,296	*78 Phones*
	Total:	**$126,252**	

Interface Subscription

Item		Annual Cost	Notes
Computer Aided Dispatch			
RapidSOS			*Included w/ Dispatch Command Center System*
ANI/ALI			*Included w/ Dispatch Command Center System*
ESRI Basemap Location Service		$6,600	
ESRI Geocoding and Routing Location Services		$3,840	
TLETS/NCIC powered by Datamaxx		$7,800	*TLETS integrated into CAD, RMS, Mobile, iOS App*
Flock Safety, Camera System		$2,112	
First Due		$528	
Records Management			
Tyler Brazos		$2,112	*Included w/ Records Management*
LexisNexis Accurint		$1,056	
	Total:	**$24,048**	

First Year Subscription

Item		Annual Cost	Notes
Annual Subscription		$150,300	*Billed quarterly in arrears, includes full support*

One-Time Costs

Item		One-Time Cost	Notes
Implementation Services, Data Migration, Training		**$177,500**	*Budgetary estimate of $150,000-$205,000 for implementation. Please see included Budgetary Estimate for further information on what is included in this estimate.*
Optional Spare Tablets		**$4,884**	*4 Optional spare tablets for hot swap*
	Total:	**$182,384**	

Ongoing Subscription

		Annual Cost	
	Year 2:	$150,300	
	Year 3:	$150,300	
	Year 4:	$165,837	***OPTIONAL:*** *This represents a 5% YOY Increase Across 3 Year Renewal Term averaged out across the Renewal Term. Also includes a refresh of tablets at start of year 4.*
	Year 5:	$165,837	
	Year 6:	$165,837	
	Total:	**$798,112**	

Total 6 year Cost of Ownership

	Annual Cost
Total One Time Cost:	$182,384
Total Subscription Fees:	$948,412
Total 6-Year Cost:	**$1,130,796**

Attached Budgetary Quote is Official Quotation

Pricing Valid Thru 05/31/2026

ORACLE

QUOTATION

Valid through 31-MAY-2026

Name	City of La Vergne	**Contact**	Christopher Moews
Address	5093 MURFREESBORO RD La Vergne TN 37086	**Phone Number**	(615) 793-7744
		Email Address	cmoews@lavergnetn.gov

All fees on this Budgetary Quote are in **USD**

New Subscription

Services Period: 36 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B108631 - Oracle Public Safety Learning Subscription - Hosted Named User	US Government	300	36 mo	0.00	0.00
B95766 - Oracle Public Safety Dispatch Command Center System - Workstation	US Government	3	36 mo	220.00	23,760.00
B95768 - Oracle Public Safety Personal Communication System - Phone	US Government	78	36 mo	11.00	30,888.00
B95885 - Oracle Public Safety Records Management System - Sworn Officer	US Government	78	36 mo	38.50	108,108.00
B96459 - Oracle Public Safety Vehicle Communication System - Vehicle Outfitted	US Government	80	36 mo	75.00	216,000.00
B96562 - Oracle Public Safety, GIS powered by ESRI, Basemaps Location Service from ArcGIS Platform - Interface	US Government	1	36 mo	550.00	19,800.00
B96563 - Oracle Public Safety, GIS powered by ESRI, Geocoding and Routing Location Services from ArcGIS Platform up to 10 workstations total - Interface	US Government	1	36 mo	320.00	11,520.00

Services Period: 36 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B96642 - Oracle Public Safety Interface, e911 ANI ALI - Interface	US Government	1	36 mo	0.00	0.00
B96646 - Oracle Public Safety Interface, RapidSOS, LEI - Interface	US Government	1	36 mo	0.00	0.00
B96649 - Oracle Public Safety Interface, First Due, Fire RMS - Interface	US Government	1	36 mo	44.00	1,584.00
B98174 - Oracle Public Safety, NCIC powered by Datamaxx, (Up to Quantity) - Sworn Officer	US Government	100	36 mo	4.00	14,400.00
B98175 - Oracle Public Safety, NCIC powered by Datamaxx, Cloud Connector - Each	US Government	1	36 mo	250.00	9,000.00
B97245 - Oracle Public Safety Interface, Flock Safety, Camera System - Interface	US Government	1	36 mo	176.00	6,336.00
B96671 - Oracle Public Safety Interface, Tyler Technologies, Brazos, eCitations - Interface	US Government	1	36 mo	176.00	6,336.00
B96670 - Oracle Public Safety Interface, LexisNexis, Accurint, Analytics - Interface	US Government	1	36 mo	88.00	3,168.00
			Subtotal		450,900.00

Fee Description	Net Fee
Cloud Services Fees	450,900.00
Net Fees	450,900.00
Total Fees	450,900.00

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	City of La Vergne	**Customer Name**	City of La Vergne
Customer Address	5093 MURFREESBORO RD La Vergne TN 37086	**Customer Address**	5093 MURFREESBORO RD La Vergne TN 37086
Contact Name	Christopher Moews	**Contact Name**	Christopher Moews
Contact Phone	(615) 793-7744	**Contact Phone**	(615) 793-7744
Contact Email	cmoews@lavergnetn.gov	**Contact Email**	cmoews@lavergnetn.gov

This pricing example is provided for evaluation purposes. This quote is intended to further our discussions, it is not eligible for acceptance by you and is not a part of a binding contract between us for the products and/or services specified. User minimums and licensing rules may apply to the products specified. If you would like to purchase the products and/or services specified in this draft quotation, please ask Oracle to issue you a formal Quote (which may include an Oracle agreement if you do not already have an agreement with Oracle) for your acceptance and execution and return to Oracle. Your order will be effective only upon Oracle's acceptance of the formal Quote (and the Oracle agreement, if required).

Estimated Subscription Start 4-Mar 2026

Estimated Annual SaaS Spend by Subscription Year

Year 1	150,162.86
Year 2	150,574.27
Year 3	150,162.86
Total	**450,900.00**

PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-21739256

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	**Your Name:** City of La Vergne **Your Address:** 5093 Murfreesboro Road La Vergne, TN 37086

Oracle Representative:	Alan Miller	**Your Billing Contact:**	Christopher Moews
Address:	2300 Oracle Way Austin, TX 78741	**Address:**	5093 Murfreesboro Road La Vergne, TN 37086
Phone Number:	937-474-5267	**Phone Number:**	615-793-7744
Email Address:	alan.a.miller@oracle.com	**Email Address:**	cmoews@lavergnetn.gov

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	$163,151.00	$32,500.00	$195,651.00
			Total Fees and Estimated Expenses	**$195,651.00**

A. TERMS

1. **Applicable Master Agreement:** NASPO ValuePoint Master Agreement US-GMA-1301562 (AR2487) by and between Oracle America, Inc. (“Oracle”) and the State of Utah, as the lead state, and the Participating Addendum US-GMA-1301562 (AR2487)_PA_TN_2022 by and between Oracle and State of Tennessee (collectively, the “Agreement”).

2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies (“Policies”) available at https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf apply to and are incorporated into this order.

3. **Payment Terms:** Net 30 days from invoice date.

4. **Currency:** US Dollars.

5. **Offer Valid through: 31-AUG-2026**.

6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.

8. **Rights Granted:**
Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order (“services and deliverables”) for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your

use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

City of La Vergne	**Oracle America, Inc.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	*{to be completed by Oracle}*

Your Name: **City of La Vergne**
Ordering Document Number: **US-21739256**
Exhibit Number: **One (1)**

1. Description of Services.
Oracle will provide You with up to ninety-eight (98) person days of technical and functional assistance with the following activities related to the enablement of Oracle Public Safety: Dispatch Command Center System, Vehicle Communication System, Personal Communication System, and Records Management System ("RMS"), collectively referred to hereafter as Oracle Public Safety Suite ("OPSS") (the "Services").

   a. Engage Phase:
      1. Conduct one (1) remote project kick-off workshop for up to two (2) hours, to review the project including:
         a. Scope management;
         b. Risk management;
         c. Project overview;
         d. Collaboration portal; and
         e. Communication plan.
      2. Create and provide an initial project work plan, to include the following:
         a. Tasks, estimated task start and end dates, and estimated task durations;
         b. Assigned resources from both parties; and
         c. Known dependencies.
      3. Conduct up to one (1) remote workshop for up to two (2) hours to review the scope and plan for each implementation area specified below:
         a. Information technology/networking and security;
         b. Configuration;
         c. Data migration;
         d. Interfaces;
         e. Training; and
         f. Hardware.

   b. Focus Phase:
      1. Conduct one (1) workshop for up to two (2) hours for each of the functional areas specified below, to review current processes and workflows:
         a. System administration;
         b. Dispatch;
         c. Geographic Information System ("GIS");
         d. Mobile / devices;
         e. Records management; and
         f. Reporting and dashboards.

   c. Refine Phase:
      1. Guide You through the configuration of the following functional areas, based upon results from workshops in section 1.B.1, for up to thirty (30) person days as outlined in the project plan:
         a. System administration;
         b. Dispatch;
         c. GIS;
         d. Vehicle Communication System;
         e. Personal Communication System;
         f. RMS; and
         g. Reporting and dashboards.
      2. Assist You with installation and configuration of Vehicle Communication System for the following:
         a. Outfit up to eighty (80) vehicles / apparatuses with Hardware for Vehicles
      3. Guide You through data migration configuration and completion of field mapping for the following third-party application:

Source System	Product Area	Functional Description	Data Format
Comma Separated Value (".csv") file provided by You	Dispatch	Dispatch data	American Standard Code for Information Interchange ("ASCII") datafile

4. Assist You with enabling third-party system interfaces with OPSS to include the following:
   a. Generally Available ("GA") Interfaces:
      1. Oracle Public Safety Interface, Datamaxx, NCIC;
      2. Oracle Public Safety Interface, e911 ANI ALI;
      3. Oracle Public Safety Interface, RapidSOS, LEI; and
      4. Oracle Public Safety Interface, First Due, Fire RMS.
   b. Interfaces Priced in Advance of Availability ("PIAA"):
      1. Oracle Public Safety Interface, Tyler Technologies, Brazos, eCitations;
      2. Oracle Public Safety Interface, LexisNexis, Accurint, Analytics; and
      3. Oracle Public Safety Interface, Flock Safety, Camera System.

d. Enable Phase:
   1. Conduct training sessions for up to five (5) person days, scheduled as mutually agreed, covering:
      a. System administration;
      b. Dispatch;
      c. Vehicle Communication System;
      d. Personal Communication System; and
      e. RMS.
   2. Assist You with creating a Go Live plan.
   3. Assist with Go Live cutover tasks to move You from Your legacy system(s) to the production OPSS environment.
      a. Dispatch;
      b. Vehicle Communication System;
      c. Personal Communication System; and
      d. RMS.
   4. Provide onsite OPSS Go Live assistance for up to ninety (90) hours delivered by three (3) resources over three (3) consecutive business days.

e. Live-Operate Phase
   1. Provide remote post Go Live assistance during normal working hours for up to forty (40) hours to be used within the first thirty (30) calendar days immediately following Go Live.
   2. Facilitate the transition from Your Oracle Local Government implementation team to the Oracle Local Government support team.

2. Rates, Estimated Fees and Expenses, and Taxes.

A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

B. Rates. For a period of eighteen (18) months from the ordering document effective date, the Services will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.

Standard Rates	
Price Level	**Hourly Rate**

Managing Consultant	$216.34
Advanced Consultant	$154.53
Consultant	$154.53
Services Center Rates	
Price Level	**Hourly Rate**
Non-Services Advanced Consultant	$216.34

At Oracle's discretion, Oracle may retain third-party subcontractors to perform some of the Services at Your site or remotely ("Subcontractors"). For a period of eighteen (18) months from the ordering document effective date, the Services performed by Subcontractors will be provided at the rate of $187.50 per hour. Thereafter, You and Oracle must agree in an amendment to rates for the Services performed by Subcontractors.

C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

3. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. Your Cooperation.
   A. Modify Your processes as necessary to align with the standard processes and standard functionality of OPSS.
   B. Conduct all organizational change management activities including, but not limited to, corporate communications, business process changes, procedural or policy changes, and business user readiness training.
   C. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the OPSS. Responsibilities include but are not limited to:
      1. Provide user feedback during configuration and validation.
      2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
      3. Provide on-going support to Your internal users following the implementation.
      4. Assign adequate resources from Your organization during the project to participate, support, and respond to Oracle project efforts on behalf of Your goals and interests.
      5. Facilitate the necessary distribution of documentation or correspondence within Your organization.
      6. Document issues, assign ownership within Your organization, and coordinate with the Oracle Project Manager to ensure tasks are completed within project timeline.
   D. Ensure the Services will not be adversely impacted by other projects or initiatives underway at Your agencies/facilities. Oracle is not responsible for adverse impact to the Services arising from other concurrently scheduled projects or initiatives.
   E. Identify the participants and schedule discovery and implementation planning sessions with Your project team members.
   F. Enable administrator access for the Oracle project team to allow provisioning of Your OPSS instance prior to the commencement of Services.
   G. Provide necessary entitlements to access production data on your legacy system(s), as mutually agreed.
   H. Provide any necessary hardware and user credentials to support the performance of Services.
   I. Administer all the hardware (networks, servers, storage, etc.) owned by You, software, middleware, and any other infrastructure required to perform the Services.
   J. Be responsible for addressing and resolving functional and/or compatibility issues in Your environments that are not expressly included in the Services to be performed by Oracle.
   K. Configure vehicle global position system ("GPS") signal to connect to the Oracle Cloud Infrastructure.
   L. Configure network connectivity from Oracle Vehicle Communication System to Oracle Cloud Infrastructure in accordance with the project plan.
   M. Ensure vehicles identified for Oracle Vehicle Communication System replacement are available to designated vehicle outfitter for installations of Oracle Vehicle Communication System in accordance with the project plan.
   N. Provide Oracle with access to base-layer maps and all map layers, addresses, and points agreed upon.
   O. Allow access to Your data as mutually agreed in the project plan.

P. You are responsible for providing a .csv file containing all of the dispatch data for migration.
Q. You are responsible for all source and destination data validation.
R. You are responsible for completing all code mapping, data translations, and queries required for data migration.
S. Assist Oracle in resolving technical concerns regarding legacy data structure, linkages, and formatting.
T. Provide the necessary, appropriate, and clean data (ex: test data, configuration data) required by Oracle for the performance of Services.
U. Provide a stable Wi-Fi or network connection for uploads and firmware updates.
V. Be responsible for the configuration of necessary firewall rules, ports, or proxy settings for camera connectivity.
W. Make required change requests to Your state department for state switch connectivity.
X. You are responsible for ensuring that You are permitted to store Criminal Justice Information ("CJI") data in OPSS.
Y. Engage with third party vendors required to interface with OPSS to facilitate the signing of the Oracle Confidentiality Disclosure Agreement ("CDA") and the Oracle Interoperability Agreement ("IOA") required to build Your interfaces.
Z. You are responsible for configuration of your Customer Premise Equipment ("CPE") to enable a secure site to site Virtual Private Network ("VPN") for certain interfaces requiring an Oracle connection to any CPE hardware or software.
AA. You are responsible for the contractual relationships with agents and third parties that You engage to assist with the Services, and You shall ensure that such agents and third parties provide full and timely cooperation to the Oracle project team.
BB. You are responsible for planning, executing, and managing all aspects of, training readiness, and OPSS system reviews, including preparing and executing test cases and plans, and reviewing test results.
CC. You will not film or record any of Oracle's delivery of Services, Oracle resources, or any Oracle materials.
DD. Ensure Your existing procedure and business process documentation is made available to Oracle prior to the configuration workshops.
EE. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
FF. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle.
GG. You will accept all OPSS release updates.

5. Project Assumptions.
   A. A person day is defined as one (1) person working for up to eight (8) hours, which need not be continuous.
   B. Services will be performed on-site at Your La Vergne, TN facility and remotely, as mutually agreed upon.
   C. The implementation methodology for this implementation will be Oracle's True Cloud Method ("TCM").
   D. All project documentation, presentations, and project communication will be in the U.S. English language.
   E. Oracle staffing will be all onshore, will be shared with other projects, and will work remotely as much as possible with any onsite work being mutually agreed by all parties.
   F. Normal working hours are 8:00 AM to 5:00 PM, in the time zone local to where Services are performed, Monday to Friday, excluding holidays.
   G. OPSS will be configured to make use of the base application capabilities as defined in the applicable Oracle product documentation. Oracle's attempt to address any gaps will be identified by proposing current system based or business process workarounds.
   H. All interfaces will be performed utilizing configurations included within OPSS.
   I. Data migrations will be managed through the Oracle Migration Center.
   J. Product issues will be reported using the Oracle Service Cloud ("OSvC") portal and will be addressed in accordance with Oracle Support policies.
   K. Issues with the OPSS environment will require a ticket to be created by You through the OSvC portal to allow the Oracle team to address it.
   L. Interface-related assumptions.
      1. Scope of Interface Enablement: The Services include enablement of certain interfaces listed in Section 1.C.5.a. Interfaces designated as GA at the commencement of this engagement shall be enabled in accordance with this exhibit and subject to time and materials billing as described above.
      2. Interfaces listed in Section 1.C.5.b. may be identified as PIAA. Enablement for such PIAA interfaces will only be performed once the applicable interface becomes designated as Generally Available. Oracle will not perform services for any enablement of a PIAA interface that does not achieve GA status during the term of this engagement.

3. No Charges for Undelivered Services. For the avoidance of doubt, Oracle shall only invoice for time spent performing Services. If a PIAA interface does not become GA during the term of this engagement, and is therefore not enabled, no services related to that interface will be performed or invoiced.
4. Subscription to Interfaces: You acknowledge that subscription to any and all interfaces, whether GA or PIAA, is governed solely by Your separate order(s) and is not included in this ordering document.

M. The following are not included in the scope of, or fees for, Services under this exhibit:
1. Performance testing, tuning, or any management of performance.
2. Agency information technology, networking, and other hardware activities.
3. Integrations beyond what is explicitly described in this exhibit.
4. Code customizations to OPSS.
5. Data migration assistance beyond the activities described in this exhibit.
6. Migration of core indices.
7. Training and Go Live assistance beyond the activities described in this exhibit.
8. Post Go Live Support beyond the activities described in this exhibit.
9. Anything not expressly identified in Section 1 above.

ORACLE ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name	City of La Vergne	**Your Contact**	Christopher Moews
Your Location	5093 MURFREESBORO RD La Vergne, TN 37086	**Phone Number**	615-793-7744
		Email Address	cmoews@lavergnetn.gov

Hardware Devices Ship to Address:

Name	City of La Vergne	**Contact**	Christopher Moews
Ship to Address	5093 MURFREESBORO RD La Vergne, TN 37086	**Phone Number**	615-793-7744
		Email Address	cmoews@lavergnetn.gov

New Subscription

Services Period: 36 months

Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B108631 - Oracle Public Safety Learning Subscription - Hosted Named User	US Government	300	36 mo	0.00	0.00
B95766 - Oracle Public Safety Dispatch Command Center System - Workstation	US Government	3	36 mo	220.00	23,760.00
B95768 - Oracle Public Safety Personal Communication System - Phone	US Government	78	36 mo	11.00	30,888.00
B95885 - Oracle Public Safety Records Management System - Sworn Officer	US Government	78	36 mo	38.50	108,108.00
B96459 - Oracle Public Safety Vehicle Communication System - Vehicle Outfitted	US Government	80	36 mo	75.00	216,000.00
B96562 - Oracle Public Safety, GIS powered by ESRI, Basemaps Location Service from ArcGIS Platform - Interface	US Government	1	36 mo	550.00	19,800.00
B96563 - Oracle Public Safety, GIS powered by ESRI, Geocoding and Routing Location Services from ArcGIS Platform up to 10 workstations total - Interface	US Government	1	36 mo	320.00	11,520.00
B96642 - Oracle Public Safety Interface, e911 ANI ALI - Interface	US Government	1	36 mo	0.00	0.00
B96646 - Oracle Public Safety Interface, RapidSOS, LEI - Interface	US Government	1	36 mo	0.00	0.00
B96649 - Oracle Public Safety Interface, First Due, Fire RMS - Interface	US Government	1	36 mo	44.00	1,584.00
B98174 - Oracle Public Safety, NCIC powered by Datamaxx, (Up to Quantity) - Sworn Officer	US Government	100	36 mo	4.00	14,400.00
B98175 - Oracle Public Safety, NCIC powered by Datamaxx, Cloud Connector - Each	US Government	1	36 mo	250.00	9,000.00
			Subtotal		435,060.00

Hardware Device

Item	Part Number	Hardware Device Description	Quantity	Net Fee
1.0	7628574	Customer Spare: Oracle Public Safety Tablet 210	4	4,884.00
2.0	7628562	Dash mount for Oracle Public Safety tablet 210 for 2015-2023 Dodge Charger Police Pursuit and Charger SXT, for Vehicle Communication System only	80	0.00
3.0	7630444	Dock and power supply gen 2 for Oracle Public Safety Tablet 210, for Vehicle Communication System only	80	0.00
4.0	7628559	Oracle Public Safety Tablet 210, for Vehicle Communication System only	5	0.00
5.0	7628559	Oracle Public Safety Tablet 210, for Vehicle Communication System only	75	0.00
		Subtotal		4,884.00

Other Fees	Quantity	Net Fee
Hardware Device Freight Fee	4	0.00
Shipping Method: HARDWARE - STANDARD	**Subtotal Other Fees**	0.00

Fee Description	Net Fee
Cloud Services Fees	435,060.00
Hardware Device Fees	4,884.00
Net Fees	**439,994.00**
Total Fees	**439,994.00**

A. TERMS OF YOUR ORDER

1. Applicable Agreement

a. This order incorporates by reference the terms of the NASPO ValuePoint Master Agreement (US-GMA-1301562(AR2487) by and between Oracle America, Inc. ("Oracle") and the State of Utah, as the lead state, and the Participating Addendum for the State of Tennessee by and between Oracle and the State of Tennessee (collectively, the "Agreement"), and all amendments and addenda and supplemental terms thereto, including the CJIS STCs specified in section A.2 below, (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Supplemental Terms

Criminal Justice Information Services Supplemental Terms and Conditions ("**CJIS STCs**") which are attached to the Service Specifications applicable to Cloud Services.

You acknowledge and agree that you have read and understand the CJS STCs which are attached to the Services Specifications for the products and service are being purchased hereunder and which may be accessed at: http://www.oracle.com/contracts.

3. Service Specifications

The Service Specifications applicable to the Services ordered may be accessed at http://www.oracle.com/contracts.

4. Payment Terms

Net 30 days from invoice date

5. Pricing, Invoicing, and Payment Options

a. In addition to the prices listed in the table(s) above section A, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at http://oracle.com/contracts.

b. You understand that you may receive multiple invoices for the products and/or services you ordered.

c. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

6. Currency

US Dollars

7. Offer Valid through

31-Aug-2026

8. Territory

a. You have ordered CommSys Subscription, Hardware Device, and/or Services specified in the table(s) above section A for use in the United States.

b. The Hardware Device (including but not limited to Public Safety Suite Hardware Components) included on this ordering document shall be installed only in the United States.

9. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

B. TERMS FOR CLOUD SERVICES

The following terms and conditions apply to the Cloud Services specified in the tables above section A.

1. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then:

- the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.

2. Payment Frequency

- Cloud Services Payment Frequency: Quarterly in Arrears
- Consulting/Professional Services Payment Frequency: Monthly in Arrears

3. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

4. Optional Renewal Period

You shall have the option to renew the same services listed in the table above section A at the same usage limits for one (1) additional 36-month renewal period ("**Option Renewal Period**") for the **total net fee of $480,034.33,** which shall be the sum of the following annual amounts:

- Option Year 1 $160,011.44
- Option Year 2 $160,011.44
- Option Year 3 $160,011.44

Professional Services are not included in the Option Renewal Period.

The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

C. TERMS FOR PUBLIC SAFETY SUITE HARDWARE COMPONENTS, HARDWARE DEVICES

You have ordered Hardware Device. The following terms and conditions apply to the Public Safety Suite Hardware Components, and Hardware Devices specified in the tables above section A.

1. Public Safety Suite Hardware Components and Hardware Device

a. The Public Safety Suite Hardware Components consist of the Cloud Services components included as part of the suite that are specified in the "Hardware Device" table above section A (the "**Public Safety Suite Hardware Components**").

b. You are solely responsible for exercising control and management of the location of each of the Hardware Device (including but not limited to Public Safety Suite Hardware Components). Oracle expressly disclaims any liability or responsibility for (i) the loss or misappropriation of Your Content that is stored on any Hardware Device, regardless of whether such Hardware Device is lost or otherwise misplaced; and (ii) the storage or disposal of the Hardware Device. You must take appropriate measures to securely store and sanitize the Hardware Device prior to releasing such Hardware Device from Your control. In addition, You must ensure the Hardware Devices are securely disposed of by authorized personnel in accordance with the Criminal Justice Information Services Security Policy guidelines, any applicable state laws, local E-waste regulations, state regulations, and guidelines for safe disposal of devices containing lithium batteries.

c. You acknowledge that to operate certain Hardware Devices (including but not limited to Public Safety Suite Hardware Components), the vehicle in which such components are installed must meet a minimum set of requirements as described in the applicable Hardware Device documentation. Such requirements may change from time to time, as communicated by Oracle in the applicable Hardware Device documentation.

2. Commencement Date

For the Hardware Devices (including but not limited to Public Safety Suite Hardware Components), the commencement date shall be the date the applicable Hardware Device is delivered.

3. Payment Frequency

Hardware Device Payment Frequency: One time in full, as of the commencement date

4. Delivery, Installation and Acceptance of Hardware Device

a. Oracle will deliver the Hardware Device (including but not limited to Public Safety Suite Hardware Components) to the ship to address specified above Section A; and acceptance of the Hardware Device (including but not limited to Public Safety Suite Hardware Components) occurs on delivery.

b. The Hardware Device You have ordered will be delivered: DDP; Freight prepaid and charged back via delivery method HARDWARE - STANDARD.

c. You are responsible for installation of the Hardware Device unless You purchase installation services from Oracle for that Hardware Device.

5. Vehicle Dash Mount SKU(s) Substitution Request

You may request a substitution of the Vehicle Dash Mount SKU(s) identified in the table above section A of this order ("**Substitution Request**"), at no additional charge, provided that the Substitution Request:

a. Is provided to Oracle in writing at least thirty (30) days prior to shipment;
b. Does not exceed the quantity of Vehicle Dash Mount SKU(s) identified on this order; and
c. Is limited to the following vehicle dash mount SKUs for Oracle Public Safety tablet 210, for Oracle Vehicle Communication System only, (each a "**Vehicle Dash Mount SKU**"):

- 7628562 (for 2015-2023 Dodge Charger Police Pursuit and Charger SXT)
- 7628563 (for 2015-2020 Ford F-150 Retail, Responder and SSV, 2017-2022 Ford F-250, 350, 450 Pickup, F-450, 550, 600 Cab Chassis, 2018-2021 Expedition Retail, MAX, and SSV)
- 7628564 (for 2019-2025 Chevrolet Silverado and GMC Sierra 1500)
- 7628565 (for 2013-2024 RAM 1500, 2500, 3500 Retail, 1500 Special Services Police, and 1500 Tradesman Pickup Trucks with classic DS Body style)
- 7628566 (for 2020-2024 Ford Interceptor)
- 7628567 (for 2021-2024 Chevy Tahoe)
- 7628568 (for 2021-2025 Ford E-Series Cutaway)
- 7628569 (for 2021-2025 Ford F-150)
- 7628570 (for 2021-2025 Dodge Durango)
- 7628571 (for 2019-2024 RAM 1500, 2500, 3500, 4500, 5500)
- 7628572 (for 2023-2024 Ford F-250, F-350, F-450, F-550 Super Duty Pickup)
- 7628573 (for 2025 Ford Interceptor)

6. Additional Terms for Hardware Device

The terms in this section C.5 (Additional Terms for Hardware Devices) applies to the Hardware Devices specified in the tables above section A.

a. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of the Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this section C.5, or if the terms by their nature would be inapplicable to Hardware Devices.

b. Oracle provides a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at http://www.oracle.com/contracts/hardware. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

c. Oracle provides technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at http://www.oracle.com/contracts/hardware), as applicable.

d. With respect to Oracle's indemnification for Hardware Devices under Section 13 (Indemnification) of Attachment A to the NASPO Master Agreement, notwithstanding the provisions of Section 13.b of Attachment A to the NASPO Master Agreement, if Oracle believes or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

e. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

f. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through Oracle's technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

g. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by Oracle or a third party. You have the limited, non-exclusive right to use Integrated Software delivered with a Hardware Device (and any updates acquired through Oracle's technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

h. Oracle or Oracle's licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which Oracle may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by the Agreement. Oracle does not warrant or provide any technical support services for this third party technology.

i. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by the Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

D. ADDITIONAL ORDER TERMS

1. Additional Price Hold

During the Services Period, You may order the Cloud Services specified below at the appropriate discount specified below, provided the Cloud Services are available in production release when ordered.

Part Name	Part #	Metric	Minimum Quantity	Net Fee
Oracle Public Safety Interface, LexisNexis, Accurint, Analytics - Interface	B96670	INTERFACE	1	$88
Oracle Public Safety Interface, Tyler Technologies, Brazos, eCitations - Interface	B96671	INTERFACE	1	$176
Oracle Public Safety Interface, Flock Safety, Camera System - Interface	B97245	INTERFACE	1	$176

City of La Vergne		Oracle America, Inc.	
Signature		Signature	
Name		Name	
Title		Title	
Signature Date		Signature Date	

BILL TO / SHIP TO INFORMATION

Bill To		**Ship To**	
Customer Name	City of La Vergne	**Customer Name**	City of La Vergne
Customer Address	5093 MURFREESBORO RD La Vergne TN 37086	**Customer Address**	5093 MURFREESBORO RD La Vergne TN 37086
Contact Name	Christopher Moews	**Contact Name**	Christopher Moews
Contact Phone	(615) 793-7744	**Contact Phone**	(615) 793-7744
Contact Email	cmoews@lavergnetn.gov	**Contact Email**	cmoews@lavergnetn.gov

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.A.5.	Purchase - Quartermaster Management System for the Police Department.		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. Omnigo Quartermaster Software Quote		

Purpose:
The Omnigo Quartermaster Management System will enable the Police Department to efficiently track and manage assets throughout their life cycle.

Background:
The Omnigo Quartermaster Management System will improve inventory accountability, streamline the issuance and return of equipment, provide maintenance scheduling and documentation, and reduce administrative workload.

Financial Summary:
The year long agreement with Omnigo will begin October 1, 2027 with an annual cost of $7,480. Omnigo has agreed to provide the City with a free two-month service period once approved.

Staff Recommendation:
Staff recommends approval.

Prepared By:	Dean Parracino
Preparer Email:	dean.parracino@omnigo.com
Quote Number:	Q-62854-1
Created Date:	6/16/2026, 2:17 PM
Offer Valid Through:	7/20/2026
Subscription Term (Months):	up to 14
Subscription Start Date:	signature - 9/30/2027

Omnigo Software, LLC
111 West Port Plaza 6th Floor
St. Louis, MO 63146 US
www.Omnigo.com
Phone: (800) 814-4843

Bill To
La Vergne Police Department (TN)
Brent Hatcher
bhatcher@lavergnetn.gov
5093 Murfreesboro Rd
LaVergne, Tennessee 37086-2706
United States

Ship To
La Vergne Police Department (TN)
5093 Murfreesboro Rd
LaVergne, Tennessee 37086
United States

QM Main

Subscriptions	Qty	Unit Price	Total Sale Price
QueTel - QuarterMaster Web	**120.00**	**$7,480.00**	**$7,480.00**
Period 1: signature - 9/30/2026	60.0	$0.00	$0.00
10/1/2026 - 9/30/2027	60.0	$7,480.00	$7,480.00
Omnigo Eversure: Continuous Training, Consulting, and Support	**2.00**	**$0.00**	**$0.00**
Period 1: signature - 9/30/2026	1.0	$0.00	$0.00
10/1/2026 - 9/30/2027	1.0	$0.00	$0.00
		QM Main TOTAL:	$7,480.00

TOTAL: $7,480.00

QM Main

Subscription Name	Description
QueTel - QuarterMaster Web	Includes Quartermaster Management System, Assembly, Check in/out, Maintenance Module, and Kit Management.
Omnigo Eversure: Continuous Training, Consulting, and Support	Continuous Training, Consulting, and Support

****First Invoice Total: (Period 1: signature - 9/30/2026 & Period 2: 10/1/2026 - 9/30/2027)**	**$7,480.00**
Grand Total	**$7,480.00**

****Period 1 is offered at no cost with signature of acceptance dated on or before July 20, 2026.
First invoice will be provided at signature with payment due by 9/30/2026.**

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term. This Sales Order Form is governed by the terms of the Omnigo Master Subscription Agreement, which can be found at: www.omnigo.com/master-subscription-agreement or such other definitive agreement entered into by and between Omnigo and a customer governing such Sales Order.

Signature:		**Signature Date:**	
Name (Print):		**Title:**	
Is a PO required for purchase?		**PO Number, if issued:**	

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.A.6.	Emergency Purchase - Three (3) 2026 Ford Explorer Police Interceptor Vehicles with Equipment.		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. Emergency Vehicle Purchase Quote - City of La Vergne 2. Truckers Lighthouse LLC Quotes		

Purpose:
Approve emergency purchase of three (3) 2026 Ford Explorer Police Interceptor Vehicles from Ford of Murfreesboro.

Background:
The Police Department is currently experiencing a shortage of roadworthy patrol vehicles due to accidents which have resulted in the vehicles being declared total losses by the City's insurance carrier. Truckers Lighthouse LLC will strip usable parts and equipment from the totaled vehicles and install them into the new vehicles.

The loss of these patrol vehicles has created an immediate operational need to restore fleet capacity and ensure adequate patrol coverage, officer safety, and uninterrupted law enforcement services.

Financial Summary:
The cost of (3) vehicles is $133,179.00.
Additional equipment and supplies: $21,147.80.
15% contingency allowance: $3,172.17.

Total requested emergency purchase amount: $157,498.97, which will require the approval of a budget amendment to allocate the funds.

Staff Recommendation:
Staff recommends approval.

City of Lavergne - PI Utility AWD V6 FFV

City of Lavergne
Lavergne, TN 37086

Thomas Daniel
tdaniel@lavergnetn.gov
(615) 971-4094

Reference: 20260529-085019381
Quote created: May 29, 2026
Quote expires: August 27, 2026
Quote created by: Jason McCullough
"Government Sales Manager"
mr.jason.mccullough@gmail.com
+16157859141

Comments from Jason McCullough

Products & Services

Item & Description	Quantity	Unit Price	Total
PI Utility AWD AWD Police Interceptor Utility, 3.3L TI-VCT V6 (Patrol)	3	$44,393.00	$133,179.00
	One-time subtotal		$133,179.00
		Total	**$133,179.00**

Purchase terms

Questions? Contact me

Jason McCullough
"Government Sales Manager"
mr.jason.mccullough@gmail.com
+16157859141

Ford of Murfreesboro
1550 NW Broad St
Murfreesboro, TN 37085-4364
United States

Prepared for: Mr. Thomas Daniel
City of Lavergne
Prepared by: Jason McCullough
05/29/2026

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	$48,550.00
Packages		
500A	Order Code 500A *Includes:* *- 3.73 Axle Ratio* *- Tires: 255/60R18 as BSW* *- Wheels: 18" X 8" 5-Spoke Painted Black Steel* *Includes black wheel-lip molding, polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	N/C
Emissions		
425	50-State Emissions System	STD
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection *136-MPH top speed. Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.*	N/C
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 as BSW	Included
STDWL	Wheels: 18" X 8" 5-Spoke Painted Black Steel *Includes black wheel-lip molding, polished stainless steel hub cover and center caps.*	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear *Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.*	Included
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).* *Includes:* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	Included
51R	Driver Only LED Bulb Spot Lamp (Unity)	$400.00
68G	Rear-Door Controls Inoperable *Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.*	$80.00
Exterior Color		
UM_01	Agate Black	N/C
Interior Color		
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
SUBTOTAL		$49,030.00
Destination Charge		$1,795.00
TOTAL		$50,825.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Thomas Daniel
City of Lavergne
Prepared by: Jason McCullough
05/29/2026

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$48,550.00
Options	$480.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,795.00
Subtotal	$50,825.00
Discount Adjustments	
Discount Adjustments	-$6,432.00
Total	$44,393.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Thomas Daniel
City of Lavergne
Prepared by: Jason McCullough
05/29/2026

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

Exterior: Agate Black

Interior: Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

* 18 x 8-inch front and rear black steel wheels
* P255/60RW18 AS BSW front and rear tires
* Lock-up transmission
* Alternator Amps: 250A
* All-speed ABS and driveline traction control
* HD lead acid battery
* Steering wheel mounted audio controls
* 8 inch primary display
* AM/FM
* Auxiliary input jack
* Vehicle body length: 198.8"
* Standard ride suspension
* Rear window defroster
* Manual folding door mirrors
* Deep tinted windows
* Speed sensitive wipers
* Dual-zone front climate control
* Driver front impact airbag
* Passenger front impact airbag
* Airbag occupancy sensor
* Class III tow rating
* Overdrive transmission
* Transmission electronic control
* Stainless steel dual exhaust
* Battery rating: 850CCA
* Fuel tank capacity: 21.40 gal.
* Bluetooth wireless audio streaming
* AM/FM stereo radio
* Seek scan
* External memory control
* Wheelbase: 119.1"
* Trip computer
* Power door mirrors
* LED brake lights
* Variable intermittent front windshield wipers
* Automatic climate control
* Rear under seat climate control ducts
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag
* 7 airbags

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$48,550.00
Order Code 500A	N/C
50-State Emissions System	STD
3.73 Axle Ratio	Included
Tires: 255/60R18 as BSW	Included
Wheels: 18" X 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Monotone Paint Application	STD
119" Wheelbase	STD
Radio: AM/FM/MP3 Capable	Included
SYNC Phoenix Communication & Entertainment System	Included
Agate Black	N/C
Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Engine: 3.3L V6 Direct-Injection	N/C
Transmission: 10-Speed Automatic (44U)	N/C
Driver Only LED Bulb Spot Lamp (Unity)	$400.00
Rear-Door Controls Inoperable	$80.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Thomas Daniel
City of Lavergne
Prepared by: Jason McCullough
05/29/2026

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Major Equipment

* Electronic stability control system with anti-rollover
* Fixed rear seats
* Front facing rear seat
* Height adjustable rear seat head restraints
* 3 rear seat head restraints
* Bucket front seats
* Front passenger seat with 8-way directional controls
* Manual front seat head restraint control
* Power height adjustable driver seat
* Power driver seat cushion tilt
* Power height adjustable control passenger seat
* Cloth front seat upholstery
* Driver seat with 2-way power lumbar
* 4-wheel disc brakes
* Brake assist system
* Manual rear child safety door locks
* 35-30-35 folding rear seats
* Fold forward rear seatback
* Manual rear seat head restraint control
* Split-bench rear seat
* Driver seat with 8-way directional controls
* Height adjustable front seat head restraints
* Manual reclining driver seat
* Power driver seat fore/aft control
* Power reclining passenger seat
* Power passenger seat fore/aft control
* Vinyl front seatback upholstery
* Front passenger seat with 2-way power lumbar
* 4-wheel antilock (ABS) brakes
* Hill start assist

As Configured Vehicle

	MSRP
SUBTOTAL	$49,030.00
Destination Charge	$1,795.00
TOTAL	**$50,825.00**

Fuel Economy

City
N/A

Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Truckers Lighthouse LLC
3189 Franklin Limestone Rd
Antioch, TN 37013

Quote

EST13116

June 10, 2026

Bill To

CITY OF LAVERGNE-POLICE DEPT*
5093 MURFREESBORO RD
LA VERGNE, TN 37086

TOTAL

$3,866.80

Quote Valid Through:

Quote Expiration	Vehicle Information	PO#	Order Type
	2023 FPIU		Install-Nashville

Quantity Ordered	Item	Unit Price	Total Amount
1	**SEPK1129ITU20TM** #10XL Horizontal Sliding Window Uncoated Polycarbonate XL Panel Partition TM (Tall Man	$839.20	$839.20
1	**SEDK0100ITU20** Door Panel VS TPO Plastic Black Installs Over OEM Door Panels	$271.20	$271.20
1	**SEWK0595ITU20** Window Barrier VS Polycarbonate	$287.20	$287.20
1	**SEQK0566ITU20** Full REPLACEMENT Transport Seat TPO Plastic With Center Pull Seat Belts *INCLUD	$1,407.20	$1,407.20
1	**FREIGHT** Freight	$350.00	$350.00
8	**/LABNASH** Installation Labor - Nashville	$75.00	$600.00
1	**/MON** Shop Supplies Fee	$112.00	$112.00

Decal #
Tag #
VIN #
Mileage:

Subtotal	$3,866.80
Tax Total	$0.00
Total	**$3,866.80**

Please note that special order items are non-refundable and non returnable. Restocking fees may be incurred for other returned items. This quote expires 90 days after proposal date. Orders paid by credit card will incur a 2.5% convenience fee. A 1.5% late fee will apply monthly to all invoices not paid within agreed upon terms. All install start dates are estimates only and may fluctuate 3-4 weeks

Truckers Lighthouse LLC
3189 Franklin Limestone Rd
Antioch, TN 37013

Quote

EST13117

June 10, 2026

Bill To

CITY OF LAVERGNE-POLICE DEPT*
5093 MURFREESBORO RD
LA VERGNE, TN 37086

TOTAL

$13,098.76

Quote Valid Through:

Quote Expiration	Vehicle Information	PO#	Order Type
	2026 FPIU		Install-Nashville

Quantity Ordered	Item	Unit Price	Total Amount
1	**SEPK1129ITU20TM** #10XL Horizontal Sliding Window Uncoated Polycarbonate XL Panel Partition TM (Tall Man	$1,049.00	$1,049.00
1	**SEDK0100ITU20** Door Panel VS TPO Plastic Black Installs Over OEM Door Panels	$339.00	$339.00
1	**SEWK0595ITU20** Window Barrier VS Polycarbonate	$359.00	$359.00
1	**SEQK0566ITU20** Full REPLACEMENT Transport Seat TPO Plastic With Center Pull Seat Belts *INCLUD	$1,759.00	$1,759.00
1	**HVC-MCB** Mic Clip Bracket	$21.00	$21.00
1	**HVC-VS-1012-INUT-2-H** Vehicle-Specific 22" Angled Console for 2020-2025 Ford Interceptor Utility	$670.00	$670.00
1	**HVC-SBX-101** Universal Equipment Storage Box For Utility Vehicles	$1,007.00	$1,007.00
1	**HVCUP2-1001** Internal Cup Holders	$73.00	$73.00
1	**HVC-EB40-SSP-1P** 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000	$40.00	$40.00
1	**HVC-FP-15** 1-1/2" Filler Plate	$15.00	$15.00
1	**HVC-FP-8** 8" Filler Plate	$20.00	$20.00

Quantity Ordered	Item	Unit Price	Total Amount
1	**HVC-EB25-XTL-1P**	$35.00	$35.00
	1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500		
1	**HVC-EB40-SSP-1P**	$40.00	$40.00
	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000		
2	**INVMAGMIC**	$39.95	$79.90
	MAGNETIC MIC BRACKET		
1	**FDDFC-TC4L**	$59.00	$59.00
	DURAFORCE,TOP CHAN CVR,4 LIGHT		
1	**FDMPSMW9-FPIU25MIR**	$45.00	$45.00
	KIT,BRKT,MPSW9,MIRROR,25FPIU		
1	**FDDFC-PB-FPIU20**	$937.00	$937.00
	DURAFORCE,PUSH BUMPER,FORD		
1	**FDDFC-WC-FPIU20**	$72.00	$72.00
	DURAFORCE,WIRE COVER,FORD		
2	**FDDFC-SB-ES100C**	$39.00	$78.00
	DURAFORCE,ES100C BRACKET FOR A PUSH BUMPER		
1	**FDHKB-FPIU20-HP**	$100.00	$100.00
	KIT,HOOK,FPIU20,PURSUIT		
1	**LDLOFT-PIU20-2GX**	$1,269.50	$1,269.50
	20+ Ford Police Utility LOFT Dual Weapon Extra Wide Storage Tray provides additional 4" of width for		
1	**LDLOFT-LOCKTIMER**	$62.86	$62.86
	10 Second Gun Lock Timer		
2	**whe02-036e690-30**	$154.00	$308.00
	whelen legacy 48 inch lens kit one side /half must order 2 for a light bar		
1		$13.00	$13.00
	DIVIDER, LENS CLEAR LEGACY		
1		$19.50	$19.50
	SEAL, LENS DIVIDER		
1	**WHESTPKT105**	$95.00	$95.00
	2020+ FORD EXPLORER STRAP KIT		
1	**FREIGHT**	$350.00	$350.00
	Freight		
47	**/LABNASH**	$75.00	$3,525.00
	Installation Labor - Nashville		
1	**/MON**	$658.00	$658.00
	Shop Supplies Fee		
	INSTALL FROM CUSTOMER SUPPLIED 2017 STRIP		
	x2 EGB802B		
	x1 EG2601B		
	x1 EG8030B		
	x1 HVC-SBX-101		

Quantity Ordered	Item	Unit Price	Total Amount
	x1 JOT425-1635		
	x1 STL75812		
	x1 FDPF200S1ZB		
	x2 FDXSM2-BRW-US - REAR SIDE WINDOWS		
	x2 FDMPS63U-RBW - TAG LIGHTS		
	x5 FDMPS62U-BA - ACROSS REAR BUMPER AND HATCH		
	x2 MPS WIDE AND, RED/BLUE/WHITE		
	x1 FDEXPMOD24 - PATHFINDER 24 CH EXPANSION MODULE		
	x6 FDMPS62U-BW		
	x2 FDMPSM6-LB		
	x1 HVCCG-X		
	x1 LEGACY BAR		

Decal #
Tag #
VIN #
Mileage:

Subtotal	$13,098.76
Tax Total	$0.00
Total	**$13,098.76**

Please note that special order items are non-refundable and non returnable. Restocking fees may be incurred for other returned items. This quote expires 90 days after proposal date. Orders paid by credit card will incur a 2.5% convenience fee. A 1.5% late fee will apply monthly to all invoices not paid within agreed upon terms. All install start dates are estimates only and may fluctuate 3-4 weeks

Truckers Lighthouse LLC
3189 Franklin Limestone Rd
Antioch, TN 37013

Quote

EST13118

June 10, 2026

Bill To

CITY OF LAVERGNE-POLICE DEPT*

5093 MURFREESBORO RD

LA VERGNE, TN 37086

TOTAL

$4,183.00

Quote Valid Through:

Quote Expiration	Vehicle Information	PO#	Order Type
	2025 FPIU		Install-Nashville

Quantity Ordered	Item	Unit Price	Total Amount
	#10XL Horizontal Sliding Window Uncoated Polycarbonate XL Panel Partition TM (Tall Man		
	Door Panel VS TPO Plastic Black Installs Over OEM Door Panels		
	Window Barrier VS Polycarbonate		
	Full REPLACEMENT Transport Seat TPO Plastic With Center Pull Seat Belts *INCLUD		
	Mic Clip Bracket		
	Vehicle-Specific 22" Angled Console for 2020-2025 Ford Interceptor Utility		
	Universal Equipment Storage Box For Utility Vehicles		
	Internal Cup Holders		
	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000		
	1-1/2" Filler Plate		
	8" Filler Plate		
	1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500		
	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000		
	MAGNETIC MIC BRACKET		
	DURAFORCE, TOP CHAN, CVR, 4LIGHT		
	KIT,BRKT,MPSW9,MIRROR,25FPIU		
	DURAFORCE,PUSH BUMPER,FORD		
	DURAFORCE,WIRE COVER,FORD		
	DURAFORCE,ES100C BRACKET FOR A PUSH BUMPER		
	20+ Ford Police Utility LOFT Dual Weapon Extra Wide Storage Tray provides additional 4" of width for		
	10 Second Gun Lock Timer		
	FEDERAL INTG51J LIGHTBAR		
	KIT, HOOK,FPIU20,PURSUIT		
	x2 EGB802B		

Quantity Ordered	Item	Unit Price	Total Amount
	x1 EG2601B		
	x1 EG8030B		
	x1 HVC-SBX-101		
	x1 JOT425-1635		
	x1 STL75812		
	x1 FDPF200S1ZB		
	x2 FDXSM2-BRW-US - REAR SIDE WINDOWS		
	x2 FDMPS63U-RBW - TAG LIGHTS		
	x5 FDMPS62U-BA - ACROSS REAR BUMPER AND HATCH		
	x2 MPS WIDE AND, RED/BLUE/WHITE		
	x1 FDEXPMOD24 - PATHFINDER 24 CH EXPANSION MODULE		
	x6 FDMPS62U-BW		
	x2 FDMPSM6-LB		
	x1 HVCCG-X		
47	**/LABNASH**	$75.00	$3,525.00
	Installation Labor - Nashville		
1	**/MON**	$658.00	$658.00
	Shop Supplies Fee		

Decal #
Tag #
VIN #
Mileage:

Subtotal	$4,183.00
Tax Total	$0.00
Total	**$4,183.00**

Please note that special order items are non-refundable and non returnable. Restocking fees may be incurred for other returned items. This quote expires 90 days after proposal date. Orders paid by credit card will incur a 2.5% convenience fee. A 1.5% late fee will apply monthly to all invoices not paid within agreed upon terms. All install start dates are estimates only and may fluctuate 3-4 weeks

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.A.7.	State Contract Purchase - Four (4) 2026 Ford Police Interceptor Vehicles with Equipment.		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. Stalker Radar Quote 2. LaVergne PD - 2026 Explorer PIU - Quote & Specs 3. Motorola Radio Quote		

Purpose:
This is an item to approve the purchase of (4) 2026 Ford Police Interceptor Vehicles, each outfitted with Stalker Radar and Mororola Radio Equipment.

Background:
Utilizing the State of Tennessee Contract (SWC 209) the (4) Police Interceptor Vehicles will be purchased from Ford of Murfreesboro, the Stalker Radar Equipment to outfit the vehicles will be purchased from Stalker Radar Applied Concepts, Inc., utilizing the State of Tennessee Contract (SWC 349) and the Motorola Radio Equipment will be purchased from Motorola Communications utilizing State of Tennessee Contract (SWC 424).

Financial Summary:
The individual vehicle cost is $44,393, the individual radar cost is $2,418, and the individual radio cost is $8,520.61.

The total cost for the (4) vehicles and the radar and ratios is $221,326.44, which is budgeted for in the FY 26-27 Police budget.

Staff Recommendation:
Staff recommends approval.

STALKER radar
applied concepts, inc.

Quote
2124960

855 E. Collins Blvd.
Richardson, TX75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Christopher Lear
+1-972-801-4852
chris.Lear@stalkerradar.com

Reg Sales Mgr: Adam Holland
+1-972-398-3780
adam.holland@stalkerradar.com

Date: 06/11/2026

Effective From:06/11/2026 **Valid Through:** 09/09/2026 **Lead Time:** 45 working days

Bill To:	**Customer ID: 370861**	**Ship To:**	*FedEx Ground*
La Vergne Police Department 5093 Murfreesboro Rd La Vergne, TN 37086-2706	Accounts Payable	La Vergne Police Department 5093 Murfreesboro Rd La Vergne, TN 37086-2706	Lieutenant Mike Campbell

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	4	805-0022-00	Dual - 2 Antenna Radar System	36	$2,168.00	$8,672.00
Ln	**Qty**	**Part Number**	**Description**		**Price**	**Ext Price**
1	4	200-0998-60*	ASSY, DUAL ENHANCED COUNTING UNIT, 1.5 PCB, ARM PROCESSOR			$0.00
2	4	200-1571-00	Dual SL Modular OSC Display			$0.00
3	8	200-1468-00	Dual DSR Ka Antenna			$0.00
4	4	200-0920-00	Dual SL Remote Control w/Screw Latch			$0.00
5	4	200-0769-00	25 MPH/40 KPH KA Tuning Fork			$0.00
6	4	200-0770-00	40 MPH/64 KPH KA Tuning Fork			$0.00
10	4	200-0648-00	Display Sun Shield			$0.00
11	4	155-2591-08	8 Foot Antenna Cable, IP67			$0.00
12	4	155-2591-20	20 Foot Antenna Cable, IP67			$0.00
13	4	200-0622-00	VSS Cable Kit			$0.00
14	4	200-0820-00	Dual Manual Kit			$0.00
15	4	006-0096-00	Fan Noise Suppression Addendum - Dual SL			$0.00
16	4	005-1468-00	Dual Certified Package			$0.00
17	4	035-0361-00	Shipping Container, Dash Mounted Radar			$0.00
18	4	060-1000-36	36 Month Warranty			$0.00
19	4	006-0147-00	Certificate of Accuracy, Stalker Dual/DSR/SII/2X			$0.00
20	4	200-1379-00	2020-Present FI SUV CU/Display/Antenna Mount		$109.00	$436.00
21	4	200-1378-00	2020 -Present FI SUV Rear Antenna Mount		$141.00	$564.00
					Group Total	$9,672.00

Product	$9,672.00	Sub-Total:	$9,672.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$0.00
Payment Terms: Net 30 days		**Total: USD**	**$9,672.00**

TN SWC349 Contract# 81150
Vehicle Information:
2027 Ford Explorer

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these terms and Conditions carefully before proceeding.

Sales Quote
State Contract # 88762

Ford of Murfreesboro
Craig Baton
615-243-1528 cbaton@fordofmurfreesboro.com
1550 NW Broad St Murfreesboro TN 37129

To:
LaVergne PD
Mike Campbell

Quote Date	Jun 18, 2026

Description	QTY	Unit Cost	Amount
2026 Explorer PIU	**4**	**$44,393.00**	**$177,572.00**
3.3L V6 Gas, Exterior Color - Agate Black			

Notes
Prices and content availability as shown are subject to change

Subtotal	**$177,572.00**
Tax Rate	**0%**
Tax Amount	**$0.00**
Total Amount Due	**$177,572.00**

Thank you for your consideration!!

Prepared for: Mike Campbell
LaVergne PD
Prepared by: CRAIG BATON
06/18/2026

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

Exterior: Agate Black

Interior: Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

* 18 x 8-inch front and rear black steel wheels
* P255/60RW18 AS BSW front and rear tires
* Lock-up transmission
* Alternator Amps: 250A
* All-speed ABS and driveline traction control
* HD lead acid battery
* Steering wheel mounted audio controls
* 8 inch primary display
* AM/FM
* Auxiliary input jack
* Vehicle body length: 198.8"
* Standard ride suspension
* Rear window defroster
* Manual folding door mirrors
* Deep tinted windows
* Speed sensitive wipers
* Dual-zone front climate control
* Driver front impact airbag
* Passenger front impact airbag
* Class III tow rating
* Overdrive transmission
* Transmission electronic control
* Stainless steel dual exhaust
* Battery rating: 850CCA
* Fuel tank capacity: 21.40 gal.
* Bluetooth wireless audio streaming
* AM/FM stereo radio
* Seek scan
* External memory control
* Wheelbase: 119.1"
* Trip computer
* Power door mirrors
* LED brake lights
* Variable intermittent front windshield wipers
* Automatic climate control
* Rear under seat climate control ducts
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$48,550.00
Order Code 500A	N/C
50-State Emissions System	STD
3.73 Axle Ratio	Included
Tires: 255/60R18 as BSW	Included
Wheels: 18" X 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Monotone Paint Application	STD
119" Wheelbase	STD
Radio: AM/FM/MP3 Capable	Included
SYNC Phoenix Communication & Entertainment System	Included
Agate Black	N/C
Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Engine: 3.3L V6 Direct-Injection	N/C
Transmission: 10-Speed Automatic (44U)	N/C
Driver Only LED Bulb Spot Lamp (Unity)	$400.00
Rear-Door Controls Inoperable	$80.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mike Campbell
LaVergne PD
Prepared by: CRAIG BATON
06/18/2026

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Major Equipment

* Airbag occupancy sensor
* 7 airbags
* Electronic stability control system with anti-rollover
* Manual rear child safety door locks
* Fixed rear seats
* 35-30-35 folding rear seats
* Front facing rear seat
* Fold forward rear seatback
* Height adjustable rear seat head restraints
* Manual rear seat head restraint control
* 3 rear seat head restraints
* Split-bench rear seat
* Bucket front seats
* Driver seat with 8-way directional controls
* Front passenger seat with 8-way directional controls
* Height adjustable front seat head restraints
* Manual front seat head restraint control
* Manual reclining driver seat
* Power height adjustable driver seat
* Power driver seat fore/aft control
* Power driver seat cushion tilt
* Power reclining passenger seat
* Power height adjustable control passenger seat
* Power passenger seat fore/aft control
* Cloth front seat upholstery
* Vinyl front seatback upholstery
* Driver seat with 2-way power lumbar
* Front passenger seat with 2-way power lumbar
* 4-wheel disc brakes
* 4-wheel antilock (ABS) brakes
* Brake assist system
* Hill start assist

As Configured Vehicle

	MSRP
SUBTOTAL	$49,030.00
Destination Charge	$1,795.00
TOTAL	**$50,825.00**

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Fuel Economy

City
N/A

Hwy
N/A

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Prepared for: Mike Campbell
LaVergne PD
Prepared by: CRAIG BATON
06/18/2026

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	$48,550.00
500A	Order Code 500A *Includes:* *- 3.73 Axle Ratio* *- Tires: 255/60R18 as BSW* *- Wheels: 18" X 8" 5-Spoke Painted Black Steel* *Includes black wheel-lip molding, polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	N/C
425	50-State Emissions System	STD
99B	Engine: 3.3L V6 Direct-Injection *136-MPH top speed. Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.*	N/C
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDTR	Tires: 255/60R18 as BSW	Included
STDWL	Wheels: 18" X 8" 5-Spoke Painted Black Steel *Includes black wheel-lip molding, polished stainless steel hub cover and center caps.*	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear *Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.*	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).	
	Includes: *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	
51R	Driver Only LED Bulb Spot Lamp (Unity)	$400.00
68G	Rear-Door Controls Inoperable *Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.*	$80.00
UM_01	Agate Black	N/C
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C

SUBTOTAL	$49,030.00
Destination Charge	$1,795.00
TOTAL	$50,825.00

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs

Dimensions

- Conventional Capacity: 5,000 lbs.
- GCWR: 10,500 lbs.
- Vehicle body length: 198.8"
- Vehicle body width: 82.6"
- Vehicle body height: 69.4"
- Wheelbase: 119.1"
- Front track: 66.9"
- Rear track: 66.9"
- Interior rear cargo volume: 52.3 cu.ft.
- Interior rear cargo volume with seats folded: 90.6 cu.ft.
- Max interior rear cargo volume: 90.6 cu.ft.
- Total passenger volume: 118.0 cu.ft.
- Headroom first-row: 40.7"
- Headroom second-row: 40.4"
- Leg room first-row: 43.0"
- Leg room second-row: 40.7"
- Shoulder room first-row: 61.8"
- Shoulder room second-row: 61.3"
- Hip room first-row: 59.3"
- Hip room second-row: 59.1"

Powertrain

- Spark ignition system
- * **3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP**
- Engine cylinders: V-6
- Horsepower: 285 HP@6500 RPM
- Torque: 260 lb.-ft.@4000 RPM
- Engine oil cooler
- Heavy-duty radiator
- 10-speed automatic
- Automatic full-time AWD
- All-wheel drive
- Recommended fuel: regular unleaded
- Easy Fuel capless fuel filler
- All-speed ABS and driveline traction control
- Permanent locking hub control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- ULEV II emissions
- * **E85 additional fuel types**

Suspension and Handling

- Standard ride suspension
- Gas-pressurized front shock absorbers
- Gas-pressurized rear shock absorbers

Driveability

- 4-wheel disc brakes
- Front and rear ventilated disc brakes
- 4-wheel antilock (ABS) brakes
- Four channel ABS brakes
- Brake assist system
- Hill start assist
- Independent front suspension
- Strut front suspension
- Front anti-roll bar
- Front coil springs
- Independent rear suspension
- Rear anti-roll bar
- Multi-link rear suspension
- Electric power-assist steering system
- Rack-pinion steering
- 2-wheel steering system

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs (cont'd)

Body Exterior

- Trailer wiring harness
- Monotone paint
- Black wheel well trim
- Black door handles
- Body-coloured front bumper
- Body-coloured rear bumper
- Black rear bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- 4 doors
- Body-coloured bodyside cladding
- Black side window trim
- Black windshield trim
- Front tow hook
- Black front bumper rub strip
- Black grille
- Standard style side mirrors
- * **Exterior mirror LED spot lights**
- Black door mirrors
- Conventional left rear passenger door
- Conventional right rear passenger door
- Liftgate rear cargo door
- P255/60RW18 AS BSW front and rear tires
- 18 x 8-inch front and rear black steel wheels

Convenience

- Power door locks
- Keyfob activated door locks
- Power tailgate/rear door lock
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Power first-row windows
- Cargo area tray/organizer
- Driver foot rest
- Power cargo area access release
- Heated rear wiper park
- Rear window defroster
- Fixed rear windshield
- Yes rear windshield wipers
- Locking glove box
- Driver and passenger door bins
- Dashboard storage
- Retained accessory power
- Trip computer
- PRND in IP

Comfort

- Automatic climate control
- Dual-zone front climate control
- Rear climate control system
- Cabin air filter
- Rear under seat climate control ducts
- Cloth headliner material
- Full headliner coverage
- Full vinyl floor covering
- Full floor coverage
- Vinyl rear seat upholstery
- Carpet rear seatback upholstery
- Urethane steering wheel
- Manual tilting steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Bucket front seats
- Driver seat with 8-way directional controls
- Front passenger seat with 8-way directional controls
- Height adjustable front seat head restraints
- Manual front seat head restraint control

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs (cont'd)

- Manual reclining driver seat
- Power driver seat fore/aft control
- Power reclining passenger seat
- Power passenger seat fore/aft control
- Fixed rear seats
- Split-bench rear seat
- Front passenger seat with 2-way power lumbar
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Power height adjustable control passenger seat
- Power passenger seat cushion tilt
- Height adjustable rear seat head restraints
- Driver seat with 2-way power lumbar
- Cloth front seat upholstery

Entertainment Features

- 1 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- External memory control
- Speakers number: 4
- Voice activated audio controls
- Bluetooth wireless audio streaming
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Auxiliary input jack
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- Trip odometer
- Digital clock
- Redundant digital speedometer
- Tachometer
- Engine hour meter
- Gauge cluster display size (inches): 12.30
- Projector beam headlights
- Auto on/off headlight control
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- LED brake lights
- Digital/analog instrumentation display
- Full gauge cluster screen
- Compass
- Driver information center
- Engine/electric motor temperature gauge
- Traction battery level gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Speed sensitive wipers
- Rear reading lights
- High mounted center stop light
- Fade interior courtesy lights

Technology and Telematics

- Vehicle integrated emergency SOS system
- Apple CarPlay/Android Auto smart device mirroring
- 2 USB ports
- Bluetooth handsfree wireless device connectivity
- Fleet Telematics Modem selective service internet access

Safety and Security

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs (cont'd)

- Driver front impact airbag
- Curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Passenger side knee airbag
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- Fleet Telematics Modem vehicle tracker
- BLIS (Blind Spot Information System)
- Rear Cross-Traffic Braking collision mitigation
- External acoustic pedestrian alert
- Electronic stability control system with anti-rollover
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Security system
- Pre-Collision Assist with Pedestrian Detection
- Pre-Collision Assist with Pedestrian Detection
- Rear camera with washer
- Reverse Sensing System rear parking sensors

Dimensions

General Weights

* **Curb weight**	**4,718 lbs.**	* **GVWR**	**6,465 lbs.**
Payload	1,500 lbs.		

Trailering Weights

Conventional capacity	5,000 lbs.	GCWR	10,500 lbs.

Off Road

* **Min ground clearance**	**7.6"**	Loading floor height	30.9 "
Approach angle	19.3	Departure angle	21.4

Exterior Measurements

Vehicle body length	198.8"	Vehicle body width	82.6"
Vehicle body height	69.4"	Wheelbase	119.1"
Front track	66.9"	Rear track	66.9"

Interior Measurements

Interior rear cargo volume	52.3 cu.ft.	Max interior rear cargo volume	90.6 cu.ft.
Interior cargo area max width	47.9 "	Interior rear cargo volume with seats folded	90.6 cu.ft.
Length to rear seat	46.2 "		

Interior Volume

Total passenger volume	118.0 cu.ft.

Headroom

Headroom first-row	40.7"	Headroom second-row	40.4"

Legroom

Leg room first-row	43.0"	Leg room second-row	40.7"

Shoulder Room

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs (cont'd)

Shoulder room first-row	61.8"	Shoulder room second-row	61.3"

Hip Room

Hip room first-row	59.3"	Hip room second-row	59.1"

Powertrain

Engine

* **Engine**	**3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP**	Valves per cylinder	4
Engine cylinders	V-6	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	3.3L	cc	204 cu.in.
Bore	3.56"	Stroke	3.41"
Compression ratio	12.0		

Engine Power

Horsepower	285 HP@6500 RPM	Torque	260 lb.-ft.@4000 RPM

Alternator

* **Alternator amps**	**250A**	* **Alternator type**	**Regular duty alternator**

Battery

Battery amps	92Ah	Battery type	HD lead acid battery
Battery rating	850CCA		

Engine Extras

Engine cooler	Engine oil cooler	Radiator	Heavy-duty radiator

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Selectable mode transmission	Selectable mode transmission
Transmission oil cooler	Transmission oil cooler		

Drive Type

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs (cont'd)

4WD type ..... Automatic full-time AWD
Drive type ..... All-wheel drive

Drivetrain

Axle ratio 3.73

Exhaust

Tailpipe ..... Stainless steel dual exhaust

Fuel

Fuel type ..... regular unleaded

Fuel Tank

Capless fuel filler ..... Easy Fuel capless fuel filler
* **Fuel tank capacity** ..... **21.40 gal.**

Drive Feature

Traction control ..... All-speed ABS and driveline traction control
Locking hub control ..... Permanent locking hub control

Provisions

Provisions ..... Police/fire provisions

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type ..... Gasoline secondary fuel type

Emissions

Emissions ..... ULEV II emissions
Emissions tiers ..... Tier 2 Bin 5 emissions

Fuel Economy (Alternate 1)

* **Additional fuel types** ..... **E85 additional fuel types**

Suspension and Handling

Suspension

Suspension ..... Standard ride suspension
Front shock absorbers ..... Gas-pressurized front shock absorbers
Rear shock absorbers ..... Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type ..... 4-wheel disc brakes
Ventilated brakes ..... Front and rear ventilated disc brakes
ABS brakes ..... Four channel ABS brakes
ABS brakes ..... 4-wheel antilock (ABS) brakes

Brake Assistance

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs (cont'd)

Hill start assist ..... Hill start assist
Brake assist system ..... Brake assist system

Front Suspension

Front anti-roll ..... Front anti-roll bar
Suspension ride type front ..... Independent front suspension
Suspension type front ..... Strut front suspension

Front Spring

Regular front springs ..... Regular front springs
Springs front ..... Front coil springs

Rear Spring

Springs rear ..... Rear coil springs
Rear springs ..... Regular grade rear springs

Rear Suspension

Rear anti-roll ..... Rear anti-roll bar
Suspension type rear ..... Multi-link rear suspension
Suspension ride type rear ..... Independent rear suspension

Steering

Steering ..... Electric power-assist steering system
Steering type ..... Rack-pinion steering
Steering type number of wheels ..... 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter ..... 18"
Front wheels width ..... 8"

Rear Wheels

Rear wheels diameter ..... 18"
Rear wheels width ..... 8"

Front And Rear Wheels

Appearance ..... black
Material ..... steel

Front Tires

Aspect 60
Diameter ..... 18"
Sidewalls ..... BSW
Speed ..... W
Tread ..... AS
Type ..... P
Width 255mm

Rear Tires

Aspect 60
Diameter ..... 18"
Sidewalls ..... BSW
Speed ..... W
Tread ..... AS
Type ..... P
Width 255mm

Body Exterior

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs (cont'd)

Trailering

Towing class ..... Class III tow rating
Towing hitch ..... Trailer hitch
Towing wiring harness ..... Trailer wiring harness

Exterior Features

Number of doors ..... 4 doors

Body

Body panels .... Galvanized steel and aluminum body panels with side impact beams

Mirrors

Convex spotter ..... Convex spotter in driver and passenger side door mirrors

Spare Tire

Spare tire ..... Full-size spare tire with steel wheel
Spare tire location ..... Spare tire mounted under the cargo floor

Aerodynamics

Spoiler ..... Rear lip spoiler

Wheels

Wheel covers ..... Wheel hub covers

Convenience

Door Locks

Door locks ..... Power door locks
Keyfob door locks ..... Keyfob activated door locks
Tailgate control ..... Power tailgate/rear door lock

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror .. Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors ..... Manual folding door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Overhead Console

Overhead console ..... Mini overhead console
Overhead console storage Overhead console storage

Driver Visor

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs (cont'd)

Visor driver mirror ..... Driver visor mirror

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets

Cargo Features

Cargo tie downs ..... Cargo area tie downs
Cargo light ..... Cargo area light

Cargo Trim

Cargo floor type ..... Carpet cargo area floor
Trunk lid trim ..... Plastic trunk lid trim

Pedals

Driver foot rest ..... Driver foot rest

Remote Releases

Cargo access ..... Power cargo area access release

Rear Windshield

Rear window defroster ..... Rear window defroster
Rear windshield ..... Fixed rear windshield
Rear windshield wipers ..... Yes rear windshield wipers
Heated wiper area ..... Heated rear wiper park

Storage

Door bins front ..... Driver and passenger door bins
Glove box ..... Locking glove box
Dashboard storage ..... Dashboard storage

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window ..... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows
Third-row windows ..... Fixed third-row windows

Miscellaneous

Trip computer ..... Trip computer
PRND in IP ..... PRND in IP
Accessory power ..... Retained accessory power

Comfort

Climate Control

Climate control ..... Automatic climate control
Dual-zone front climate control ..... Dual-zone front climate control
Cabin air filter ..... Cabin air filter
Rear climate control ..... Rear climate control system
Rear under seat ductsRear under seat climate control ducts

Headliner

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs (cont'd)

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Door Trim

Door panel insert ..... Metal-look door panel insert

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ..... Vinyl rear seat upholstery
Rear seatback upholstery ..... Carpet rear seatback upholstery

Steering Wheel

Steering wheel material ..... Urethane steering wheel
Steering wheel telescopic . Manual telescopic steering wheel
Steering wheel tilt ..... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 8-way directional controls
Height adjustable driver seat . Power height adjustable driver seat
Driver seat fore/aft control . . Power driver seat fore/aft control
Driver seat cushion tilt . . Power driver seat cushion tilt
Passenger seat direction Front passenger seat with 8-way directional controls
Split front seats ..... Bucket front seats
Reclining passenger seat . . Power reclining passenger seat
Height adjustable passenger seat ..... Power height adjustable control passenger seat
Passenger seat fore/aft control Power passenger seat fore/aft control
Passenger seat cushion tilt .... Power passenger seat cushion tilt
Front head restraints ..... Height adjustable front seat head restraints
Front head restraint control . . . Manual front seat head restraint control
Reclining driver seat ..... Manual reclining driver seat

Rear Seats

Bench seats ..... Split-bench rear seat
Rear seats fixed or removable ..... Fixed rear seats
Folding second-row seats 35-30-35 folding rear seats
Rear seat direction ..... Front facing rear seat
Rear seat folding position . Fold forward rear seatback
Rear head restraints Height adjustable rear seat head restraints
Rear head restraint control .... Manual rear seat head restraint control
Number of rear head restraints ..... 3 rear seat head restraints

Lumbar Seats

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs (cont'd)

Driver lumbar ... Driver seat with 2-way power lumbar
Front passenger lumbar ... Front passenger seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery ... Cloth front seat upholstery
Front seatback upholstery ... Vinyl front seatback upholstery

Interior Accents

Interior accents ... Metal-look interior accents

Gearshifter Material

Gearshifter material ... Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display ... Primary touchscreen display
Number of first-row displays ... 1 total number of 1st row displays
Primary display size ... 8 inch primary display

Radio Features

Aux input jack ... Auxiliary input jack
External memory ... External memory control
Seek scan ... Seek scan

Speakers

Speakers ... Standard grade speakers
Speakers number ... 4

Audio Features

Steering mounted audio control ... Steering wheel mounted audio controls
Speed sensitive volume ... Speed sensitive volume
Voice activated audio ... Voice activated audio controls
Wireless streaming ... Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert ... Metal-look instrument panel insert

Instrumentation

Trip odometer ... Trip odometer
Instrumentation display ... Digital/analog instrumentation display

Instrumentation Displays

Speedometer ... Redundant digital speedometer
Driver information center ... Driver information center
Clock ... Digital clock
Compass ... Compass

Instrumentation Gauges

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs (cont'd)

Tachometer ..... Tachometer
Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge
Engine hour meter ..... Engine hour meter
Traction battery level gauge ..... Traction battery level gauge
Gauge cluster display size (inches) 12.30

Instrumentation Warnings

Engine temperature warning ..... Engine temperature warning
Low fuel warning ..... Low fuel warning
Low brake fluid warning ..... Low brake fluid warning
Headlights on reminder ..... Headlights on reminder
Door ajar warning ..... Door ajar warning
Service interval warning ..... Service interval indicator
Oil pressure warning ..... Oil pressure warning
Low washer fluid warning ..... Low washer fluid warning
Battery charge warning ..... Battery charge warning
Key in vehicle warning ..... Key in vehicle warning
Trunk warning ..... Rear cargo ajar warning
Low tire pressure warning ..... Tire specific low air pressure warning

Glass

Tinted windows ..... Deep tinted windows

Headlights

Headlights ..... LED low and high beam headlights
Auto headlights ..... Auto on/off headlight control
Headlight type ..... Projector beam headlights
Multiple headlights ..... Multiple enclosed headlights

Front Windshield

Wipers ..... Variable intermittent front windshield wipers
Speed sensitive wipers ..... Speed sensitive wipers

Interior Lighting

Variable panel light ..... Variable instrument panel light
Rear reading lights ..... Rear reading lights
Front reading lights ..... Front reading lights

Lights

Interior courtesy lights ..... Fade interior courtesy lights
High mount stop light ..... High mounted center stop light
LED brake lights ..... LED brake lights

Technology and Telematics

Connectivity

Handsfree ..... Bluetooth handsfree wireless device connectivity
Emergency SOS ..... Vehicle integrated emergency SOS system
Smart device integration ..... Apple CarPlay/Android Auto smart device mirroring

Internet Access

Internet access ..... Fleet Telematics Modem selective service internet access

USB Ports

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Selected Equip & Specs (cont'd)

USB ports . . . . . 2 USB ports

Safety and Security

Airbags

Front impact airbag driver . . . Driver front impact airbag
Front impact airbag passenger . . . . . Passenger front impact airbag
Front side impact airbag driver . . . . Seat mounted side impact driver airbag
Occupancy sensor . . . . . Airbag occupancy sensor
Number of airbags . . . . . 7 airbags
Knee airbag . . . . . Passenger side knee airbag
Front side impact airbag passenger . . . . Seat mounted side impact front passenger airbag
Overhead airbags . . . . . Curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt . . . . . Rear seat center 3-point seatbelt
Seatbelt pretensioners . . . Front seatbelt pretensioners
Height adjustable seatbelts . . . Front height adjustable seatbelts
Seatbelt pretensioners number . . . . . 2 seatbelt pre-tensioners

Security System

Vehicle tracker . . . . . Fleet Telematics Modem vehicle tracker
Security system . . . . . Security system

Active Driving Assistance

Blind spot . . . . . BLIS (Blind Spot Information System)
Rear collision warning . . . . Rear Cross-Traffic Braking collision mitigation
External acoustic pedestrian alert . . . External acoustic pedestrian alert
Forward collision warning . . . . Pre-Collision Assist with Pedestrian Detection
Pedestrian detection . . . . . Pre-Collision Assist with Pedestrian Detection

Cameras

Rear camera . . . . . Rear camera with washer

Traction Control

Electronic stability control . . . Electronic stability control system with anti-rollover

Parking Sensors

Parking sensors . . . . . Reverse Sensing System rear parking sensors

Occupant Safety

Child door locks . . . Manual rear child safety door locks

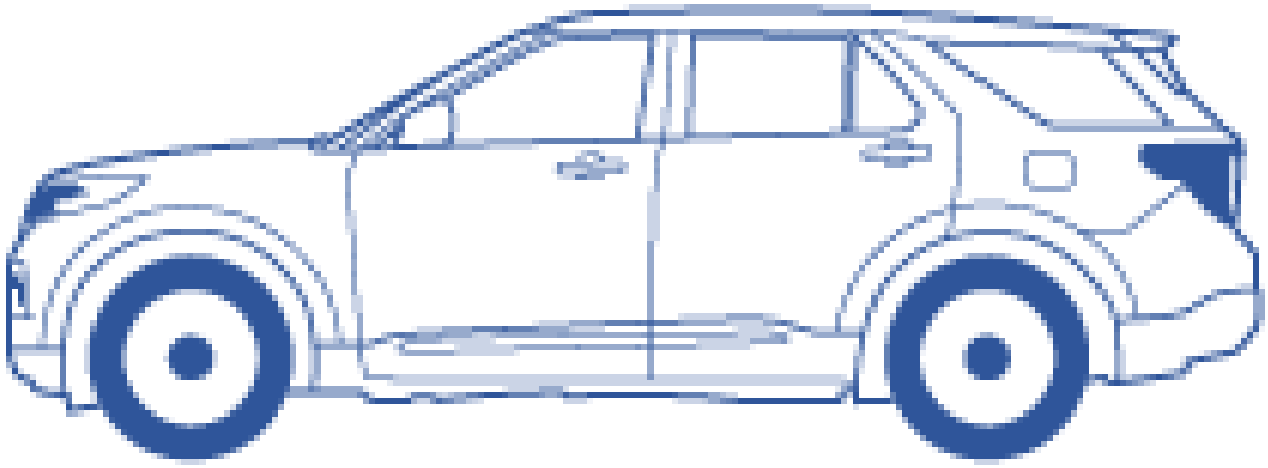
Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620 | Quote ID: LaVergnePD

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

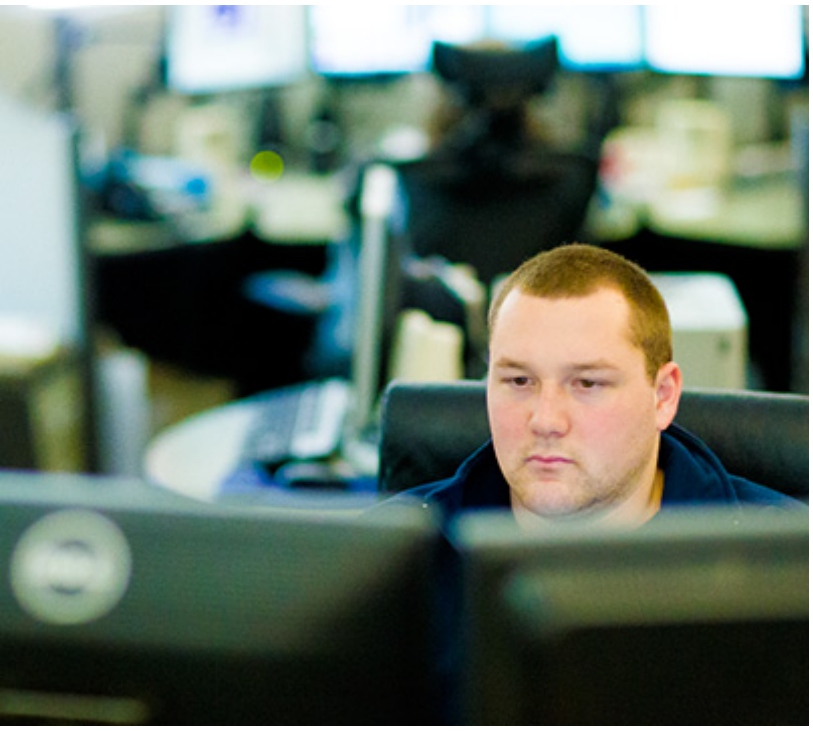
GVWR	6,465 lbs

GVW	Totals
1 Payload - (Added Equipment)	0 lbs
Occupants Weight	750 lbs
Curb Weight (as configured)	4,718 lbs
TOTAL	**5,468 lbs**
Payload	1,500 lbs
Useable Payload	750 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

MOTOROLA SOLUTIONS



LAVERGNE, CITY OF

APX6500 Mobile Remote Head QTY 4

06/11/2026

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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06/11/2026

LAVERGNE, CITY OF
283 OLD NASHVILLE HWY
LA VERGNE, TN 37086

RE: Motorola Quote for APX6500 Mobile Remote Head QTY 4

Dear Michael Campbell,

Motorola Solutions is pleased to present LAVERGNE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LAVERGNE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Mckenzie Marrow at mckenzie@nashvillecomm.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Mckenzie Marrow

Motorola Solutions Manufacturer's Representative

Billing Address:
LAVERGNE, CITY OF
283 OLD NASHVILLE HWY
LA VERGNE, TN 37086
US

Quote Date:06/11/2026
Expiration Date:08/10/2026
Quote Created By:
Mckenzie Marrow
mckenzie@nashvillecomm.com

End Customer:
LAVERGNE, CITY OF
Michael Campbell
mcampbell@lavergnetn.gov
6152878617

Contract: TN SWC 424

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	4	$3,764.00	$2,710.08	$10,840.32
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	4	$6.42	$4.62	$18.48
1b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	4	$0.00	$0.00	$0.00
1c	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	4	$480.00	$480.00	$1,920.00
1d	GA01579AB	ADD: BLUETOOTH/WIFI GLASSMOUNT 2.4/5GHZ	4	$82.00	$59.04	$236.16
1e	GA00580AA	ADD: TDMA OPERATION	4	$530.00	$381.60	$1,526.40
1f	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	4	$1,412.00	$1,016.64	$4,066.56
1g	G67DT	ADD: REMOTE MOUNT E5 APXM	4	$350.00	$252.00	$1,008.00
1h	W872AB	ADD: MIC VISOR STD APX	4	$35.00	$25.20	$100.80
1i	GA00304AA	ADD:PUSHBUTTON PTT APX	4	$66.00	$47.52	$190.08
1j	GA09001AA	ADD: WI-FI CAPABILITY	4	$353.00	$254.16	$1,016.64
1k	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	$71.00	$51.12	$204.48
1l	G843AH	ADD: AES ENCRYPTION AND ADP	4	$560.00	$403.20	$1,612.80

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1m	GA01580AA	ADD: COVERT GNSS GLASSMOUNT LMR100	4	$82.00	$59.04	$236.16
1n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	$0.00	$0.00	$0.00
1o	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	4	$607.00	$437.04	$1,748.16
1p	GA01767AG	ADD: RADIO AUTHENTICATION	4	$118.00	$84.96	$339.84
1q	GA01670AA	ADD: APX E5 CONTROL HEAD	4	$767.00	$552.24	$2,208.96
1r	W22BA	ADD: STD PALM MICROPHONE APX	4	$85.00	$61.20	$244.80
1s	QA09113AB	ADD: BASELINE RELEASE SW	4	$0.00	$0.00	$0.00
1t	GA01630AA	ADD: SMARTCONNECT	4	$0.00	$0.00	$0.00
1u	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	4	$388.00	$279.36	$1,117.44
1v	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	4	$50.00	$36.00	$144.00
1w	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	4	$353.00	$254.16	$1,016.64
	Product Services					
2	LSV00Q00203A	DEVICE INSTALLATION	4	$928.57	$928.57	$3,714.28
	Product Services					
3	LSV00Q00202A	DEVICE PROGRAMMING	4	$142.86	$142.86	$571.44

Grand Total $34,082.44(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Parametric Data
1a	QA01648AA	ASKHOMID = 02A5

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.A.8.	Emergency Purchase - Information Technology Services from Waypoint Business Solutions, LLC.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. Master Services Agreement - Waypoint 2. Addendum to MSA 3. Quote - Waypoint Block Hours		

Purpose:
This item is to approve the agreement and quote for professional and consulting services from Waypoint Business Solutions, LLC for the redesign and segmentation of the city's computer network and related systems.

Background:
This item is to approve the agreement and quote for professional and consulting services from Waypoint Business Solutions, LLC for the redesign and segmentation of the city's computer network and related systems. The purchase will provide professional service and consulting to redesign the city's computer network incorporating best practices and industry-standard security measures. This is an emergency purchase and is not a budgeted item.

Financial Summary:
The cost of this service is $13,750.00 and is inclusive of all labor and expenses.

Staff Recommendation:
Staff recommends approval.

118 Vintage Park Blvd.
W414
Houston, TX 77070
(832) 479-8540
www.waypointsolutions.com

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into this **28th** day of **April 2026**, by and between, **City of La Vergne** a ( ) corporation, ( ) limited liability company, ( ) partnership, ( ) sole proprietorship, ( ) other: _____ incorporated/organized under the laws of the State of Tennessee, (hereafter referred to as "Client"), having its principal office at **5093 Murfreesboro Rd La Vergne, TN 37086** and Waypoint Business Solutions, LLC, a Texas limited liability company, (hereafter referred to as "Waypoint"). Client and Waypoint are collectively referred to in this Agreement as the "Parties". In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

1. **Scope of Agreement.** This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.

2. **Services Defined.** The term "Services" when used in this Agreement means the performance of professional services and include but are not limited to: system analysis, network planning design and installations, preparing hardware/software RFP, system integration, product analysis, research and testing, implementation recommendations, system management, hosting, collocation, and hardware/software maintenance.

3. **Agreement for Services.** Subject to the terms of this Agreement, Waypoint shall provide and deliver to Client the Services in accordance with written statements of work agreed to between the Parties (the "Work"). The overall terms, conditions, directives, tasks, timelines and goals for completing the Work shall be set forth in one or more statements of Work. Client may, at any time by a written Statement of Work, make changes, deletions, or modifications provided that the time for performance and compensation to be paid will be adjusted accordingly. No changes in the Work shall be made or provided without Waypoint's written consent. Each such Statement of Work and any amendments shall be executed on behalf of each of the Parties, whereupon it shall be deemed incorporated herein by reference and as such shall be included in the Agreement. WAYPOINT HAS NO OBLIGATIONS WHATSOEVER WITH RESPECT TO SPECIFICATIONS THAT ARE NOT IN WRITING OR THAT ARE NOT ACCEPTED BY WAYPOINT.

4. **Client Responsibility.** Client shall appoint a Representative for the Work to be performed under each Statement of Work to provide direction and approval of the Work. If the Work is performed at Client's facilities, Client agrees to provide suitable workspace, computers, telephones equipment and all technical and other information reasonably required by Waypoint to carry out the Work. Client shall furnish information requested by Waypoint that is necessary for Waypoint to fulfill its responsibilities under this Agreement or any Statement of Work. Unnecessary or unreasonable delays attributable directly to Client, which results in additional costs to Waypoint, are subject to negotiation and additional compensation to Waypoint.

5. **Status Reports**. Waypoint will furnish Client with periodic status reports as may be reasonably requested by Client upon three (3) days prior written notice.

6. **Independent Contractor.** In the performance of this Agreement, Waypoint, together with its staff, is acting as an independent contractor with respect to Waypoint's performance hereunder and neither Waypoint nor anyone used or employed by Waypoint shall be deemed for any purpose to be the employee, agent, servant or representative of Client, and Client shall have no direction or control of Waypoint, except in the results obtained.

7. **Non-Hire**. During the Term of this Agreement and for a period of two (2) years after the later of the effective date of termination of this Agreement and the completion of any Statement of Work, no party will, directly or indirectly, on its own behalf or on behalf of any other person, (a) solicit for employment, employ or retain the services of (whether as an employee, independent contractor or otherwise) or otherwise interfere with or damage the other party's business relationship with, any employee or independent contractor of the other party, or (b) use or disclose any personal information regarding any of the other party's employees or independent contractors for any purpose outside the scope of this Agreement or any Statement of Work.

8. **Client Supplied Equipment/Software.** Client is responsible for ensuring all Client provided equipment is in good working order and all required device drivers are on site. Client supplied software must be lawfully and properly licensed to Client and all installation media and support documentation must be available for inspection by Waypoint.

9. **Payment.**

   a. **Work and Materials.** The amount of compensation to be received by Waypoint shall be based on a time and materials basis as set forth in each Statement of Work that includes a Schedule of Fees attached hereto as Exhibit "A". The total compensation payable to Waypoint in relation to any Statement of Work shall not exceed the amount in the applicable Statement of Work, subject to additions and deduction as agreed in writing by the parties.

   b. **Invoices.** Invoices shall be rendered weekly to Client for the performance of Work and materials provided during that period. Each invoice shall reference this Agreement and the Statement of Work identification numbers, and contain pertinent backup information as is reasonably required by and satisfactory to the Client. Payment shall be due upon receipt of invoice. Past due accounts are subject to a service charge of 1½% per month on all invoices over 30 days from date of invoice (annual rate 18%). All bills are due and payable at Waypoint Business Solutions, LLC, 118 Vintage Park Blvd., W414, Houston, TX 77070.

   c. **Applicable Taxes.** In addition to the charges due under this Agreement, Client agrees to pay all state or federal sales, use, excise, personal property, or similar taxes, resulting from this Agreement or activities hereunder, exclusive of taxes based on Waypoint's income.

   d. **Out-of-Pocket Expenses.** Reasonable out-of-pocket expenditures incurred by Waypoint shall be paid for by Client. Such expenditures shall include travel and subsistence, phone calls, supplies, data preparation, and all other ordinary, necessary and reasonable expenses in performing any Work, provided Waypoint prepares and timely submits to Client an itemized statement of such, to be included on Client's invoices.

10. Confidentiality.

All information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including, but not limited to information relating to a party's business activities and the results of Work performed by Waypoint pursuant to this Agreement, if disclosed in writing, marked as proprietary or confidential , or if disclosed orally, reduced to writing within thirty (30) days and labeled as proprietary or confidential ("Confidential Information") shall remain the sole property of Disclosing Party. Except for the specific rights granted by this Agreement, Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential Information. Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

Upon termination of this Agreement, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request, or make such other reasonable disposition as Disclosing Party may direct.

11. Proprietary Rights.

a. **Assignment of Work Product.** Upon receipt of final payment for all Services and Work rendered by Waypoint under this Agreement, Waypoint will convey to Client good and marketable title to the technical notes and tangible work products required to be delivered under the Statement of Work and all rights therein. Waypoint will also provide reasonable assistance to perfect Client rights and title to such work product, at Client's request and expense. Client agrees to compensate Waypoint for such services at its standard hourly rate.

b. **Client Property.** Any programs, data, or other materials furnished by Client for use by Waypoint in connection with the services performed under this Agreement shall remain the sole property of Client. All such materials shall be returned to Client upon receipt by Waypoint of final payment for all Work performed under the Statement of Work.

c. **Waypoint Property.** Any ideas, concepts, know-how, techniques, sequence, or organization relating to the Work during the course of this Agreement by Waypoint, or jointly by Waypoint and Client, shall be the exclusive property of Waypoint.

d. **Competitive Services.** Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Waypoint from developing, using, or marketing Services or other work that may be competitive with that delivered to Client hereunder, irrespective of whether such services or work are similar or related to those provided under this Agreement.

12. LIMITED WARRANTY & LIMITATION OF LIABILITY.

a. **Software.** Waypoint warrants that any software delivered to Client under any Statement of Work (the "Software") will perform substantially to the manufacturer's published functional specifications for a period of one year from the date of installation. Any modification of the Software by any persons other than Waypoint or the manufacturer shall render this warranty void. Additionally, Waypoint shall not be responsible for any damage to Software caused by Client, its agents, servants, employees or contractors. Waypoint does not warrant any Software provided will meet the requirements of Client. Client accepts sole responsibility for (i) the use of any Software to achieve Client's intended results; (ii) the results obtained from any Software; and (iii) any omissions, inadequacies, or problems in the written specification for any Software set forth in the applicable Statement of Work. Furthermore, Client agrees that Client's sole and exclusive remedy for Software failure under this agreement shall be reinstallation of any Waypoint supplied Software and to, by commercially reasonable means, cause the Software to operate substantially in accordance with such written specifications.

b. **Equipment**. Waypoint does not provide any warranty on any hardware or equipment delivered to Client under this Agreement or any Statement of Work (the "Equipment"), and it is delivered to Client on an "AS-IS" basis as between Client and Waypoint. Waypoint shall assign to Client the warranties and indemnities, if any, provided by the manufacturer(s) of such Equipment, to the extent they are assignable by Waypoint, provided however, that Client's sole and exclusive remedy for the breach of any such warranty or indemnity shall be against the person offering the warranty or indemnity and not against Waypoint. Client represents that it accepts sole responsibility for the selection of the equipment, if any, to achieve Client's intended results.

c. **Limited Warranty**. Waypoint warrants that the Work and Services will be provided in a good and workmanlike manner. Except as expressly otherwise provided in subsections (a) and (b) above and the preceding sentence WAYPOINT MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE SOFTWARE, EQUIPMENT, OR ANY WORK, GOODS, OR SERVICES PROVIDED TO CLIENT BY WAYPOINT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR NON-INFRINGEMENT.

d. **Limitation of Liability**. EXCEPT AS PROVIDED IN SECTION 12 OR FOR A BREACH OF SECTION 9, WAYPOINT'S TOTAL LIABILITY, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR TORT, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES, THE WORK OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THE SPECIFIC SERVICE(S) OR WORK GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD. EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE SERVICES AND WORK PROVIDED HEREUNDER WOULD BE HIGHER. WAYPOINT SHALL NOT BE LIABLE TO CLIENT FOR LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM OR ARISING OUT OF OR RELATING TO: (a) CLIENT'S USE OR INABILITY TO USE THE RESULTS OF THE WORK RENDERED HEREUNDER, EVEN IF WAYPOINT HAS BEEN ADVISED

OF SUCH DAMAGES; (b) ANY BREACH OF THIS AGREEMENT; (c) THE DELIVERY, PERFORMANCE, INSTALLATION OF AND MAINTENANCE OF ANY SOFTWARE; (d) THE DELIVERY, PERFORMANCE, INSTALLATION OF AND MAINTENANCE OF ANY EQUIPMENT; (e) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (f) LOSS OF BUSINESS OPPORTUNITY, (g) BUSINESS INTERRUPTION OR DOWNTIME, (h) SERVICES, OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CLIENT, or (i) ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER PARTY EVEN IF WAYPOINT HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM.

13. **Time Limitation.** NO ACTION, REGARDLESS OF FORM, ARISING OUT THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO YEARS OF THE DATE OF LAST PAYMENT.

14. **Term, Termination.**

    a. **Commencement Date.** This Agreement becomes effective on the date accepted by Waypoint.

    b. **Termination Rights.** Unless otherwise provided in a Statement of Work, either party may terminate this Agreement upon not less than five (5) business days prior written notice. Termination of this Agreement shall constitute termination of all Statement of Works. However, termination of a Statement of Work does not terminate this Agreement. In the event this Agreement or a Statement of Work is terminated pursuant to this paragraph, Client agrees to pay Waypoint for Work rendered through such date and to reimburse Waypoint for its reasonable expenses incurred through the termination date.

15. **Client Data.** Client is responsible for securing a full data backup 24 hours before Work is to commence on an existing system for scheduled maintenance or system modification.

16. **General Provisions.**

    a. **Exclusive Remedies.** Client's remedies in this Agreement are exclusive.

    b. **Entire Agreement/Assignment.** This Agreement: (i) is the complete and exclusive statement of the agreement between the parties, (ii) supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement; and (iii) may not be assigned, sublicensed, or otherwise transferred by Client without the prior written consent of Waypoint, but its terms and conditions shall extend to and bind any permitted successor or assign. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

    c. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Lawrence, and the parties expressly submit to the jurisdiction of said courts.

    d. **Survival of Proprietary Rights.** The proprietary rights and confidentiality obligations of the parties shall survive the expiration or earlier termination hereof.

e. **Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

f. **Notices.** Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e-mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

If to Waypoint:	If to Client:
Waypoint Business Solutions/ Paul Neyman	
118 Vintage Park Blvd. W414	
Houston, TX. 77070	

g. **Form.** No provision appearing on any form originated by Client shall be applicable unless such provision is expressly accepted in writing by Waypoint.

h. **Delay.** Waypoint shall not be liable to Client for any delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Waypoint, including but not limited to, labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, hurricanes, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations, or orders of any government agency or subdivision thereof, or temporary unavailability of service personnel due to other service calls received by Waypoint. In the event of such a delay or failure, and notwithstanding anything to the contrary in any Statement of Work, such delay or failure shall be excused during the continuance thereof, and the period of performance shall be extended to such extent necessary to enable Waypoint to perform after the cause of delay has been removed.

i. **Legal Fees.** In the event either party must retain an attorney to interpret or enforce this Agreement, the prevailing party in a dispute shall be entitled to recover its attorney's fees and costs incurred in addition to any relief to which it may be entitled.

j. **Dispute Resolution**. Client and Waypoint will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice

of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

k. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

CLIENT	**WAYPOINT BUSINESS SOLUTIONS, LLC**
By:_____	By: _____
Name:_____	Name:_____
Title: _____	Title: _____

(ver. 2017-07-25-01)

ADDENDUM MASTER SERVICES AGREEMENT BETWEEN WAYPOINT BUSINESS SOLUTIONS, LLC AND THE CITY OF LA VERGNE, TENNESSEE

This Addendum (herein "Addendum") amends the Master Services Agreement ("Agreement" or "MSA") between Waypoint Business Solutions, LLC ("Contractor"), a Texas limited liability company, and the City of La Vergne, Tennessee ("City"). In consideration of using Contractor's form agreements, now and in the future, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreements are amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreements, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreements and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control it being acknowledged and agreed to by the parties that this Addendum shall be executed and entered into after execution of the Agreements regardless of what order the Agreements and this Addendum are actually executed. Unless defined herein, capitalized terms in this Addendum shall have the meaning set forth in the Agreement.

2. **Termination for Convenience.** The Agreement may be terminated by City upon thirty (30) days written notice to Contractor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Contractor for all satisfactory and authorized services completed as of the termination date, and Contractor will refund to City any funds paid by City in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.

4. **Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreements requiring City to in-

demnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreements shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

5. **Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in connection with any events promoted through or for which tickets are sold through Contractor's services. Additionally, City does not waive any moral right to the use of the name submitted to Contractor.

6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

7. **Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

8. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between City and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

9. **Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this Agreement. Furthermore, this provision shall extend to any and all obligations imposed upon City to

reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to Vendor following the date of termination under this section 9.

10. **No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.

11. **Binding Effect.** This agreement is the entire agreement between City, (including City's employees and other end users) and Vendor. No employee of City or any other person, without authorization of the City Council can bind City to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.

12. **No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreements are unenforceable, there is any default or breach by City, for any amount which may become due and the Agreements, or on any obligations under the terms of the Agreements.

13. **Parties to Receive Notice**: Any notices contemplated by the Agreement to City shall also be sent via certified United States mail or via overnight delivery addressed to:

    City of La Vergne
    ATTN: City Administrator
    5093 Murfreesboro Road
    La Vergne, TN 37086

14. **Amendment.** This Addendum and the Agreements shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges.

15. **Continuing Validity; Survival; Non-Merger.** So long as the parties maintain the Agreements or any subsequent agreement(s), or so long as Contractor provides a product or service to City, the provisions of this Addendum shall continue to be validly effective and enforceable with regard to the Agreements, subsequent agreements, products, and/or services. This Addendum shall survive the completion of or any termination of the Agreements or other document(s) which may accompany the Agreements or be incorporated by reference. Notwithstanding any provision in the Agreements, subsequent agreements, products, and/or services to the contrary, the subsequent execution of any agreement or the provision of a product or service shall not act as a merger against this Addendum, it being the express intent of the parties that this Addendum contains essential terms that shall be incorporated into any such agreement, product, and/or service.

16. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

17. **Counterparts.** This Addendum may be executed in one or more counterparts by City and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

18. **Effective Date.** This Addendum is effective as of the last date written below ("Effective Date").

Waypoint Business Solutions, LLC	**City of La Verne, Tennessee**
Signature	**Mayor Jason Cole**
May 21, 2026	
Date	**Date**
Paul Neyman	
Printed Name	**Approved as to form:**
President	
Title	**E. Evan Cope, City Attorney**

QUOTE

Number AAAQ28200

Date Jun 24, 2026

118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

Bill To

City of LaVergne
Glenn Green
5093 Murfreesboro Rd
La Vergne, TN 37086

Phone 615-793-6295
Email ggreen1@lavergnetn.gov

Ship To

City of LaVergne
Glenn Green
5093 Murfreesboro Rd
La Vergne, TN 37086-2706

Phone 615-793-6295
Email ggreen1@lavergnetn.gov

Account Manager

Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Contract

Notes:

Line	Qty	Description	Unit Price	Ext. Price
1	50	Waypoint Block Hours	$275.00	$13,750.00

SubTotal	$13,750.00
Tax	$0.00
Shipping	$0.00
Total	**$13,750.00**

Block Hours expire 12 months from invoice date.

Purchase Options

Select your preferred payment option*:

[ ] Net 30 Days Purchase (purchase amount $13,750.00)

* If this quote contains finance payment options, the options are provided as an estimate only. Final payment amount is subject to credit verification and applicable taxes as required by law.

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT https://www.waypointsolutions.com/return-policy. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

Created on 06/24/26 08:27:32

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.B.	Approve the PowerDMS User Expansion Agreement with NeoGov.		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. PowerDMS User Expansion Agreement with NeoGov - Lavergne Police Department		

Purpose:
The La Vergne Police Department needs to add 10 additional users to its PowerDMS User License Agreement with NeoGov.

Background:
PowerDMS is a long-standing service that the department has subscribed to for operational document management, recordkeeping, training, and future accreditation.

Financial Summary:
The 10 users will result in an additional $216.38 per year to the existing PowerDMS expense.

Staff Recommendation:
Staff recommends approval.

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-5148	**Order #:**	Q-485223
Customer:	Lavergne Police Department (TN)	**Valid Until:**	
Effective Employee Count:	71		
Sales Rep:	Daniel Gomez		

Customer Contact			
Billing Contact:	Lavergne Police Department (TN) Christopher Moews	**Shipping Contact :**	Lavergne Police Department (TN) Christopher Moews
Billing Address:	5093 Murfreesboro LaVergne, TN 37086	**Shipping Address:**	5093 Murfreesboro LaVergne, TN 37086
Billing Contact Email:	cmoews@lavergnetn.gov	**Shipping Contact Email:**	cmoews@lavergnetn.gov
Billing Phone:	(615)287-8613	**Shipping Phone:**	(615)287-8613

Payment Terms

Payment Term: Net 30 **Notes:**
PO Number:

Subscription Service

July 2026

Item	Type	Start Date	End Date	Qty.	Price	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	7/1/2026	6/30/2027	10	$216.38	User Count Based	$216.38
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.							
Legacy Training Included	Recurring	7/1/2026	6/30/2027	10	$0.00	User Count Based	$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.							
					July 2026 TOTAL:		$216.38

Total: | $216.38

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in the NEOGOV Order #Q-227000, between NEOGOV and Lavergne Police Department (TN), dated September 21, 2023, with the following modifications: (i) the SKUs and pricing applicable to this purchase shall be as specified in this Order Form; and (ii) the Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Find a copy of our W-9 here.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Lavergne Police Department (TN)

Signature: _____

Printed Name: _____

Title: _____

Date _____

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signed by:
Signature: Brian Gelston
A4D273B519A94EE...

Printed Name: Brian Gelston

Title: Revenue Accounting Manager

Date 6/10/2026 | 6:49:24 PM PDT

NEOGOV LEGAL
AC
4:40 pm, Jun 10 2026

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.C.	Approve Public Entity Partners (PEP) Insurance Renewal for FY 2026-2027.		
Department:	Human Resources	**Presented By:**	Andrew Patton
Item Attachments:	1. La Vergne Property Quote 2. La Vergne Liability Quote 3. La Vergne Workers Comp Quote		

Purpose:

This is our 2026 / 2027 annual insurance renewal policy through Public Entity Partners.

Background:

The City of La Vergne continues to utilize Public Entity Partners for insurance. Below is a summary of the rates for FY 2026/2027.

General Liability, Personal Injury Liability, Errors or Omissions Liability, Automobile Liability, and Physical Damage Policy: $806,738 annually
*General Liability base rates increased by 8.18%.

Property and Crime Policy: $215,221 per year
*Property rates increased by 5.15% compared to FY 2025/2026 policy year.

Workers' Compensation Policy: $355,393 per year
WC base rates will be increased by 15.24% compared to the 2025/2026 policy year. Additionally, a $65,756 Member Dividend credit will be applied at the time of billing.

Financial Summary:

Liability:	$806,738
Property:	$215,221
Workers' Compensation:	$355,393
Total:	$1,377,352

Staff Recommendation:

Staff recommends approval.

PUBLIC ENTITY PARTNERS

PROPERTY AND CRIME POLICY
COVERAGE DECLARATIONS

Policy Number: PPR-5348-27

Ren/Rewrite of: PPR-5348-26

ITEM 1. **INSURED**

LA VERGNE, CITY OF
5093 MURFREESBORO RD
LA VERGNE, TN 37086

AGENT

DIRECT
5093 MURFREESBORO RD
LA VERGNE, TN 37086

ITEM 2. **COVERAGE PERIOD: From 07/01/2026 To 07/01/2027**

12:01 A.M. Standard Time at the Insured's Mailing Address.

ITEM 3. **COVERAGE PARTS**

QUOTATION ONLY

In return for the payment of the premium, and subject to all of the terms of the policy, the insurer agrees to provide you with the coverages shown below for which a premium charge is stated.

ONE YEAR POLICY PERIOD: 2026-2027

Coverage and Premium for this Coverage Period

COVERAGE	COVERAGE PART	PREMIUM
PROPERTY COVERAGE (Part One)		
Buildings and Personal Property	A	210,738
Electronic Data Processing Equipment	B	1,900
Mobile Equipment	C	2,583
Equipment Breakdown	D	Included
Automatic Coverages	E	Included
	SUBTOTAL	215,221
CRIME COVERAGE (Part Two)		
Employee Dishonesty	A	Included
Forgery or Alteration	B	Included
Theft, Disappearance or Destruction	C	Included
Computer Fraud	D	Included
Other		NA
	SUBTOTAL	0
	TOTAL	215,221

PUBLIC ENTITY PARTNERS

562 Franklin Rd. Suite 200, Franklin, TN 37069

Insured	**Policy Number**
LA VERGNE, CITY OF	**PPR-5348-27**

ITEM 4. LIMITS OF COVERAGE (PER OCCURRENCE) **$226,504,796**

COVERAGE A - BLANKET BUILDINGS AND PERSONAL PROPERTY	**$221,786,307**
COVERAGE B - BLANKET ELECTRONIC DATA PROCESSING EQUIPMENT	**$2,000,000**
COVERAGE C - MOBILE EQUIPMENT	**$2,718,489**
COVERAGE D - EQUIPMENT BREAKDOWN	**$224,504,796**
1. NEWLY ACQUIRED PROPERTY	**$500,000**
2. EXPEDITING EXPENSES	**$500,000**
3. HAZARDOUS SUBSTANCES	**$250,000**
4. AMMONIA CONTAMINATION	**$250,000**
COVERAGE E - AUTOMATIC COVERAGES	
1. FLOOD (PER OCCURRENCE AND ANNUAL AGGREGATE)	**$1,000,000**
2. EARTHQUAKE (PER OCCURRENCE AND ANNUAL AGGREGATE)	**$1,500,000**
3. NEWLY ACQUIRED PROPERTY	**$1,500,000**
4. LOSS OF NET REVENUE	**$250,000**
5. EXTRA EXPENSE	**$500,000**
6. RENTAL VALUES	**$500,000**
7. PROPERTY IN THE COURSE OF CONSTRUCTION	**$500,000**
8. EXPEDITING EXPENSES	**$250,000**
9. PROPERTY IN TRANSIT	**$250,000**
10. INCREASED COST OF CONSTRUCTION	**$500,000**
11. DEMOLITION COST	**$500,000**
12. DEBRIS REMOVAL	**$500,000**
13. CONSEQUENTIAL LOSS	**$500,000**
14. LEASEHOLD INTEREST	**$500,000**
15. VALUABLE PAPERS AND RECORDS	**$250,000**
16. ACCOUNTS RECEIVABLE	**$250,000**
17. EDP - MEDIA AND SOFTWARE	**$100,000**
18. FINE ARTS	**$50,000**
19. PERSONAL EFFECTS	**$50,000**
20. POLLUTANT CLEAN UP AND REMOVAL	**$50,000**
21. TERRORISM (Per Occurrence and Annual Aggregate)	**$500,000**
22. ENVIRONMENTAL IMPACT RECERTIFICATION (See Policy)	
23. PROTECTION AND PRESERVATION OF PROPERTY	**$50,000**
24. VANDALISM OF NATURAL GRASS ATHLETIC FIELDS	**$100,000**

ITEM 5. SEE ATTACHED SCHEDULE(S) OF BUILDINGS AND PERSONAL PROPERTY, MOBILE EQUIPMENT, EQUIPMENT BREAKDOWN, AND AUTOMATIC COVERAGES FOR LOCATIONS THAT ARE INCLUDED IN THIS COVERAGE.

ITEM 6. DEDUCTIBLES

COVERAGE A - BUILDINGS AND PERSONAL PROPERTY	**$25,000**	PER OCCURRENCE
COVERAGE B - ELECTRONIC DATA PROCESSING EQUIPMENT	**$250**	PER OCCURRENCE
COVERAGE C - MOBILE EQUIPMENT	**$250**	PER OCCURRENCE
COVERAGE D - EQUIPMENT BREAKDOWN	**$25,000**	PER OCCURRENCE
COVERAGE E - AUTOMATIC COVERAGES	**$25,000**	PER OCCURRENCE

ITEM 7. FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE

Property and Crime Policy Coverage Declarations 7-1-2022
Buildings and Personal Property Schedule 7-1-2002
Mobile Equipment Schedule 7-1-2024
Unmanned Aerial Systems Coverage End 7-1-2016
Exclusion-Electrical Cogeneration Facilities 7-1-2018
Property Policy Coverage Form 2022

DECLARATIONS - PAGE 3
CRIME COVERAGE (Part Two)

Insured | **Policy Number**

LA VERGNE, CITY OF | **PPR-5348-27**

ITEM 1. LIMITS OF COVERAGE

COVERAGE A - EMPLOYEE DISHONESTY PER LOSS	**150,000**
COVERAGE B - FORGERY AND ALTERATION	**150,000**
COVERAGE C - THEFT, DISAPPEARANCE OR DESTRUCTION	**150,000**
COVERAGE D - COMPUTER FRAUD	**150,000**

ITEM 2. SEE ATTACHED COVERAGE PARTS AND ENDORSEMENTS FOR PROVISIONS THAT ARE INCLUDED IN THIS COVERAGE

ITEM 3. DEDUCTIBLES

COVERAGE A - EMPLOYEE DISHONESTY PER LOSS	**$1,000**	PER OCCURRENCE
COVERAGE B - FORGERY AND ALTERATION	**$1,000**	PER OCCURRENCE
COVERAGE C - THEFT, DISAPPEARANCE OR DESTRUCTION	**$1,000**	PER OCCURRENCE
COVERAGE D - COMPUTER FRAUD	**$1,000**	PER OCCURRENCE

ITEM 4. COVERAGE PARTS, FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE.

Property and Crime Policy Coverage Declarations 7-1-2022
Employee Dishonesty-Per Loss Coverage Part A 7-1-2019
Forgery or Alteration Coverage Part B 7-1-2019
Theft, Disappearance or Destruction Coverage Part C 7-1-2019
Computer Fraud Coverage Part D 7-1-2019
Property Policy Coverage Form 2022

BUILDINGS AND PERSONAL PROPERTY SCHEDULE

LA VERGNE, CITY OF

Effective Date: 7/1/2026

Policy No: PPR-5348-27

QUOTATION ONLY

REPLACEMENT COST means the smaller of - a) the cost to repair; b) the cost to rebuild or replace at the same location with new materials of equivalent size, kind, and quality as of the time following the loss or damage when, with due diligence and dispatch, the rebuilding or replacement could be effected; or c) the actual expenditure that would be incurred in rebuilding, repairing, or replacing the damaged or destroyed property on the same or another site, but not to exceed the size and operating capacity that existed at the time of loss as respects building or structure, machinery, fixtures, and equipment.

ACTUAL CASH VALUE (ACV) means the smaller of - a) the cost to repair with like kind and quality less proper deduction for depreciation; b) the cost to replace with like kind and quality less proper deduction for depreciation; or c) the amount actually expended to replace with like kind and quality less proper deduction for depreciation, if replaced.

STATED AMOUNT VALUE (STATED) means that both replacement cost and actual cash value as determined by our valuation service have been rejected and that the value shown is the most that will be paid in the event of a total loss and is the value tha will be subject to a coinsurance penalty in the event of a partial loss.

	Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
1	5093 MURFREESBORO ROAD, LA VERGNE TN 37086	CITY HALL & BOARD ROOM, GENERATOR, SIGNAGE	MNC	1,952,995	250,000	2,202,995
2	5093 MURFREESBORO ROAD, LA VERGNE TN 37086	POLICE STORAGE BUILDING	FRAME	88,975	65,000	153,975
3	5093 MURFREESBORO ROAD, LA VERGNE TN 37086	BASEBALL PRESS BOX & STORAGE, WEATHER WARN SYS-DELETED:3/28/2023	FRAME	0	0	0
4	5093 MURFREESBORO ROAD, LA VERGNE TN 37086	SOFTBALL PRESS BOX & CONCESSION STAND-DELETED:3/28/2023	FRAME	0	0	0
5	5093 MURFREESBORO ROAD, LA VERGNE TN 37086	OPEN AIR PAVILION W/ (6) TABLES	JM	94,090	0	94,090
6	5093 MURFREESBORO ROAD, LA VERGNE TN 37086	OPEN AIR GAZEBO-DELETED:3/28/2023	FRAME	0	0	0
7	5093 MURFREESBORO ROAD, LA VERGNE TN 37086	MULTI-PURPOSE BUILDING, WEATHER WARN SYS	JM	566,102	25,000	591,102
8	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK LITTLE LEAGUE BALLFIELD LIGHTING/FENCING FOR 4 FIELDS	NC	742,938	0	742,938
9	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK FOOTBALL FIELD LIGHTING/FENCING & GOALS	NC	563,152	0	563,152
10	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK PAVILION A W/ (8) TABLES	FRAME	117,891	0	117,891
11	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK PAVILION B, INCL (9)TABLES	FRAME	122,341	0	122,341
12	337 STONES RIVER ROAD, LA VERGNE TN 37086	SENIOR CITIZENS CENTER W/ FENCING	NC	489,360	75,000	564,360
13	260 FURGUS ROAD, LA VERGNE TN 37086	SEWER LIFT STATION, W/ FENCING, GENERATOR	NC	4,571,076	0	4,571,076
14	903 WILLOWVIEW DRIVE, LA VERGNE TN 37086	DRIFTWOOD SEWER LIFT STATION W/ FENCING, GENERATOR	NC	1,512,570	0	1,512,570
15	153 CHARTER PLACE, LA VERGNE TN 37086	INTERSTATE SEWER LIFT STATION W/ FENCING, TELEMETRY	NC	1,195,598	0	1,195,598
16	600 STONES RIVER ROAD, LA VERGNE TN 37086	STONES RIVER SEWER LIFT PUMP STATION, W/ FENCING, GENERATOR	NC	1,979,687	0	1,979,687

Attached to and a part of policy number: PPR-5348-27 with effective dates from 07/01/2026 to 07/01/2027.

BUILDINGS AND PERSONAL PROPERTY SCHEDULE

LA VERGNE, CITY OF

Effective Date: 7/1/2026

Policy No: PPR-5348-27

QUOTATION ONLY

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17	400 HOLLANDALE ROAD, LA VERGNE TN 37086	HOLLANDALE LIFT STATION, W/ FENCING, GENERATOR	MNC	3,091,870	0	3,091,870
18	150 NEW PAUL RD (MADISON DRIVE), LA VERGNE TN 37086	CEDAR RIDGE LIFT STATION, W/ FENCING, TELEMETRY	NC	1,178,915	0	1,178,915
19	910 B STREAMFIELD POINT, LA VERGNE TN 37086	CHANEYWOOD LIFT STATION, W/ FENCING, GENERATOR	NC	1,356,864	0	1,356,864
20	327 BLAIR ROAD, LA VERGNE TN 37086	SANFORD KNOB WATER TANK - 2,500,000 GALLONS, W/ FENCING	FR	2,262,181	0	2,262,181
21	210 POULAN COURT, LA VERGNE TN 37086	SANDERS WATER TANK #1, W/ TELEMETRY	NC	1,353,528	0	1,353,528
22	210 POULAN COURT, LA VERGNE TN 37086	SANDERS WATER TANK #2, W/ FENCING, TELEMETRY	FR	2,262,181	0	2,262,181
23	148 INTERNATIONAL BLVD, LA VERGNE TN 37086	PUBLIC WORKS OFFICE & GARAGE - LEASED-DELETED:7/1/2025	NC	0	0	0
24	R 148 INTERNATIONAL BLVD, LA VERGNE TN 37086	STREET DEPARTMENT EQUIPMENT SHED - LEASED-DELETED:7/1/2025	FRAME	0	0	0
25	283 OLD NASHVILLE HIGHWAY, LA VERGNE TN 37086	FIRE ADMIN BUILDING-DELETED:7/1/2022	JM	0	0	0
26	115 FLOYD MAYFIELD DR , LA VERGNE TN 37086	VETERANS PARK LIGHTING	MNC	205,000	0	205,000
27	1145 BEN HILL BOULEVARD, LA VERGNE TN 37086	MCFARLAND WATER TANK, TELEMETRY, FENCING, GENERATOR	NC	1,053,238	0	1,053,238
28	5063 MURFREESBORO ROAD, LA VERGNE TN 37086	LIBRARY, W/ FENCING	NC	5,940,174	1,500,000	7,440,174
29	294 SAND HILL ROAD, LA VERGNE TN 37086	PARKS AND RECREATION BLDG, W/ FENCING	NC	1,324,612	200,000	1,524,612
30	5093 MURFREESBORO ROAD, LA VERGNE TN 37086	POLICE STATION. W/ FENCING, GENERATOR	NC	2,374,512	300,000	2,674,512
31	5089 MURFREESBORO ROAD, LA VERGNE TN 37086	CID DEPARTMENT BUILDING	MNC	992,069	100,000	1,092,069
32	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK PEE WEE BALL FIELDS LIGHTING AND FENCING	NC	626,160	0	626,160

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33	124 MASON ROAD, LA VERGNE TN 37086	MASON ROAD REPEATER BLDG, INCL (2) ANTENNAS-DELETED:3/28/2023	JM	0	0	0
34	1740 LUTON DRIVE, LA VERGNE TN 37086	STONEHENGE SEWER LIFT PUMP STATION	NC	556,091	0	556,091
35	599 BUTTERNUT TRACE, LA VERGNE TN 37086	HICKORY SPRINGS PUMP STATION, FENCING, TELEMETRY	NC	700,677	0	700,677
36	4012 B MARGO CIRCLE, LA VERGNE TN 37086	MORGAN'S RETREAT PUMP STATION, W/ TELEMETRY, FENCING	NC	556,091	0	556,091
37	1355 LAKE ROAD, LA VERGNE TN 37086	MCFARLIN WATER PUMP STATION W/ TELEMETRY, FENCING	NC	455,996	0	455,996
38	1355 LAKE ROAD, LA VERGNE TN 37086	MCFARLIN SEWER PUMP STATION-DELETED:1/10/2019	NC	0	0	0
39	4410 WEST NIR SHREIBMAN BLVD, LA VERGNE TN 37086	MADISON SQUARE SEWER LIFT STATION, FENCING,TELEMETRY	NC	873,065	0	873,065
40	1174 WALDRON ROAD, LA VERGNE TN 37086	MARTIN'S BEND SEWER LIFT STATION, W/ TELEMETRY, FENCING	NC	678,433	0	678,433
41	1575 A RIDGEMONT DRIVE, LA VERGNE TN 37086	RIDGEMONT LIFT STATION, W/ TELEMETRY, FENCING	NC	800,772	0	800,772
42	306 B CLEAR LAKE CT, LA VERGNE TN 37086	WATERS EDGE LIFT STATION, W/ FENCING, TELEMETRY	NC	828,576	0	828,576
43	7011 INGLENOOK DRIVE, LA VERGNE TN 37086	IVY POINT SEWER LIFT STATION, FENCING, TELEMETRY, GENERATOR	NC	1,267,889	0	1,267,889
44	700 BON AQUA DRIVE, LA VERGNE TN 37086	WATER TREATMENT PLANT, GENERATOR, FENCING	NC	98,984,356	500,000	99,484,356
45	8014 VINEYARD LANE, LA VERGNE TN 37086	WOODSONG SEWER LIFT PUMP STATION, TELEMETRY	NC	556,091	0	556,091
46	REAR 5089 MURFREESBORO ROAD, LA VERGNE TN 37086	CID DEPARTMENT STORAGE BUILDING	FRAME	6,636	0	6,636
47	REAR 700 BON AQUA DRIVE, LA VERGNE TN 37086	STORAGE BUILDING	FRAME	3,237	0	3,237
48	REAR 700 BON AQUA DRIVE, LA VERGNE TN 37086	STORAGE SHELTER	NC	4,048	0	4,048

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49	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK LITTLE LEAGUE SCOREBOARDS (4)	NC	97,427	0	97,427
50	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK LITTLE LEAGUE CONCESSIONS BUILDING	JM	487,137	32,000	519,137
51	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK LITTLE LEAGUE BLEACHERS	NC	42,561	0	42,561
52	115 FLOYD MAYFIELD DR , LA VERGNE TN 37086	VETERANS PARK LITTLE LEAGUE DUGOUTS FOR (4) BALLFIELDS	JM	27,671	0	27,671
53	115 FLOYD MAYFIELD DR , LA VERGNE TN 37086	VETERANS PARK FOOTBALL CONCESSION STAND/RESTROOMS	JM	201,306	32,000	233,306
54	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK FOOTBALL FIELD PRESS BOX, W/ WEATHER SYSTEM	FRAME	92,311	0	92,311
55	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK FOOTBALL FIELD BLEACHERS	NC	25,568	0	25,568
56	115 FLOYD MAYFIELD DR , LA VERGNE TN 37086	VETERANS PARK PEE WEE FIELD CONCESSIONS BUILDING	JM	483,800	32,000	515,800
57	115 FLOYD MAYFIELD DR , LA VERGNE TN 37086	VETERANS PARK PEE WEE FIELD DUGOUTS FOR (4) BALLFIELDS	JM	23,141	0	23,141
58	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK PEE WEE FIELD (4) SCOREBOARDS	NC	62,616	0	62,616
59	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK PEE WEE FIELD (8) BLEACHERS	NC	42,561	0	42,561
60	115 FLOYD MAYFIELD DR, LA VERGNE TN 37086	VETERANS PARK PLAYGROUND EQUIPMENT	NC	222,437	0	222,437
61	115 FLOYD MAYFIELD DR , LA VERGNE TN 37086	VETERANS PARK (2) TENNIS COURT AND(2) BASKETBALL LIGHTING, FENCING	NC	189,071	0	189,071
62	115 FLOYD MAYFIELD DR , LA VERGNE TN 37086	VETERANS PARK WARM UP STATION, ARTIFICIAL TURF	NC	124,971	0	124,971
63	115 FLOYD MAYFIELD DR , LA VERGNE TN 37086	VETERANS PARK IN-LINE HOCKEY RINK BLEACHERS-DELETED:3/28/2023	NC	0	0	0
64	115 FLOYD MAYFIELD DR , LA VERGNE TN 37086	VETERANS PARK IN-LINE HOCKEY RINK SCOREBOARD-DELETED:3/28/2023	NC	0	0	0

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65	WALDRON ROAD @ CENTRE POINT DRIVE & CHARTER PLACE, LA VERGNE TN 37086	TRAFFIC SIGNAL	NC	272,485	0	272,485
66	WALDRON ROAD @ EAST-BOUND RAMP TO I-24, LA VERGNE TN 37086	TRAFFIC SIGNAL, 3 WAY	NC	270,261	0	270,261
67	WALDRON ROAD @WEST-BOUND RAMP TO I-24, LA VERGNE TN 37086	TRAFFIC SIGNAL, 3 WAY	NC	240,231	0	240,231
68	WALDRON ROAD @ ENTERPRISE @ INDUSTRIAL BLVD, LA VERGNE TN 37086	TRAFFIC SIGNAL	NC	318,084	0	318,084
69	WALDRON ROAD @ HEIL QUAKER & INGRAM BLVD, LA VERGNE TN 37086	TRAFFIC SIGNAL	NC	397,049	0	397,049
70	WALDRON ROAD @ BRIDGESTONE PKWY & BAIN DRIVE, LA VERGNE TN 37086	TRAFFIC SIGNAL - OFFSET 4 WAY	NC	289,168	0	289,168
71	WALDRON RD @ M'BORO RD & NIR SCHREIBMAN BLVD, LA VERGNE TN 37086	TRAFFIC SIGNAL	NC	414,844	0	414,844
72	M'BORO RD @ MADISON SQ BLVD & GEO CHANEY STREET, LA VERGNE TN 37086	TRAFFIC SIGNAL	NC	274,710	0	274,710
73	M'BORO RD @ STONES RIVER ROAD, LA VERGNE TN 37086	TRAFFIC SIGNAL	NC	273,597	0	273,597
74	M'BORO RD & FERGUS RD, LA VERGNE TN 37086	TRAFFIC SIGNAL - 3 WAY	NC	244,680	0	244,680
75	OLD NASHVILLE HWY @ JEFFERSON PIKE & CENTENNIAL DR, LA VERGNE TN 37086	TRAFFIC SIGNAL	NC	191,296	0	191,296
76	INGRAM BLVD @ INGRAM PLANT, LA VERGNE TN 37086	PEDESTRIAN CROSSING SIGNAL-DELETED:7/1/2025	NC	0	0	0
77	410 MASON ROAD, LA VERGNE TN 37086	MASON RD WATER BOOSTER STATION. W/ GENERATOR, FENCING	NC	3,191,967	0	3,191,967
78	REAR OF 5093 MURFREESBORO ROAD, LA VERGNE TN 37086	POLICE WORKOUT FACILITY-DELETED:7/1/2025	FRAME	0	0	0
79	SIDE OF 5093 MURFREESBORO ROAD, LA VERGNE TN 37086	EVIDENCE STORAGE-DELETED:7/1/2026	FRAME	0	0	0
80	MURFREESBORO RD & FLOYD MAYFIELD, LA VERGNE TN 37086	TRAFFIC SIGNAL	NC	268,036	0	268,036

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QUOTATION ONLY

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81	MURFREESBORO RD & DICK BUCHANAN RD, LA VERGNE TN 37086	TRAFFIC SIGNAL	NC	268,036	0	268,036
82	5093 MURFREESBORO RD, LA VERGNE TN 37086	LOG CABIN-DELETED:7/1/2022	FRAME	0	0	0
83	LAKE FOREST, LA VERGNE TN 37086	POLICE DEPARTMENT MOBILE BUILDING, TABLE-DELETED 07/01/15	FRAME	0	0	0
84	MARKIN STREET, LA VERGNE TN 37086	MARKIN PARK DELETED 10/11	NC	0	0	0
85	4411 BENJAMIN FRANKLIN DRIVE, LA VERGNE TN 37086	WALDRON ROAD SEWER LIFT STATION, FENCING, TELEMETRY	NC	934,233	0	934,233
86	VETERANS PARK, LA VERGNE TN 37086	BASEBALL COMPLEX - DELETED 10/11	NC	0	0	0
87	VETERANS PARK, LA VERGNE TN 37086	FOOTBALL AND SOCCER COMPLEX - DELETED 10/11	NC	0	0	0
88	401 HOLLAND RIDGE DRIVE, LA VERGNE TN 37086	POLICE SUBSTATION	FRAME	130,125	5,000	135,125
89	5175 MURFREESBORO ROAD, LA VERGNE TN 37086	STORMWATER BUILDING, W/ FENCING	MNC	1,103,286	0	1,103,286
90	5175 MURFREESBORO RD, LA VERGNE TN 37086	STORM WATER/MAP STORAGE BUILDING	FRAME	175,725	0	175,725
91	294 SAND HILL RD, LA VERGNE TN 37086	STORAGE BUILDING	FRAME	4,542	0	4,542
92	MANKIN PARK, LA VERGNE TN 37086	PLAYGROUND EQUIPMENT #2	NC	26,679	0	26,679
93	MANKIN PARK, LA VERGNE TN 37086	PAVILLION	NC	12,409	0	12,409
94	MANKIN PARK, LA VERGNE TN 37086	PARK SIGN	FRAME	5,739	0	5,739
95	MANKIN PARK, LA VERGNE TN 37086	PLAYGROUND #1 EQUIPMENT W/FENCING, (3) TABLES	NC	109,328	0	109,328
96	LAKE FORREST PARK, LA VERGNE TN 37086	PAVILION #1	NC	12,409	0	12,409

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97	LAKE FOREST PARK, LA VERGNE TN 37086	PAVILION #2 W/ (4) PICNIC TABLES	NC	12,409	0	12,409
98	REAR 700 BON AQUA DRIVE, LA VERGNE TN 37086	RAW WATER INTAKE, W/ TELEMETRY, FENCING	NC	4,849,122	0	4,849,122
99	REAR 5093 MURFREESBORO ROAD, LA VERGNE TN 37086	BALL FIELD LIGHTING, FENCE, BLEACHERS, SCOREBOARD-DELETED:3/28/2023	NC	0	0	0
100	169 STONES RIVER ROAD, LA VERGNE TN 37086	FIRE STATION #1 - LEASED-DELETED:1/2/2025	MNC	0	0	0
101	609 WALDRON ROAD, LA VERGNE TN 37086	FIRE STATION #42	NC	828,576	50,000	878,576
102	301 BILL STEWART BLVD, LA VERGNE TN 37086	FIRE STATION #43, W/ GENERATOR	FRAME	1,350,191	100,000	1,450,191
103	WALDRON RD PUMP STATION, LA VERGNE TN 37086	WALDRON WATER BOOST STATION W/GENERATOR, FENCING, TELEMETRY	NC	2,346,709	0	2,346,709
104	148 INTERNATIONAL BLVD, LA VERGNE TN 37086	METAL CARPORT Added: 07/01/2026	NC	2,812	0	2,812
105	294 SANDHILL RD, LA VERGNE TN 37086	STORAGE BUILDING	FRAME	4,916	0	4,916
106	401 HOLLAND RIDGE DRIVE (LAKE FOREST PARK), LA VERGNE TN 37086	LAKE FOREST PARK PLAYGROUND EQUIPMENT	NC	253,578	0	253,578
107	STONES RIVER @ OLD NASHVILLE HWY, LA VERGNE TN 37086	TRAFFIC LIGHTING INTERSECTION	NC	225,773	0	225,773
108	WALDRON RD @ INTERNATIONAL BLVD, LA VERGNE TN 37086	TRAFFIC LIGHTING INTERSECTION	NC	443,760	0	443,760
109	1-24 STREET LIGHTING, LA VERGNE TN 37086	STREET LIGHTING (42 POLES)	NC	605,839	0	605,839
110	1-24 HIGH MAST LIGHTING, LA VERGNE TN 37086	HIGH MAST LIGHTING (7 POLES)	NC	556,090	0	556,090
111	115 FLOYD MAYFIELD, LA VERGNE TN 37086	VETERANS PARK MEMORIAL	NC	60,058	0	60,058
112	148 INTERNATIONAL BLVD, LA VERGNE TN 37086	SALT SHED - LEASED-DELETED:7/1/2023	FRAME	0	0	0

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113	R 148 INTERNATIONAL BLVD, LA VERGNE TN 37086	PIPE STORAGE BUILDING - LEASED-DELETED:7/1/2023	NC	0	0	0
114	5063 MURFREESBORO ROAD	LIBRARY STORAGE BUILDING	FRAME	6,109	0	6,109
115	5063 MURFREESBORO ROAD	FOOT BRIDGE AT LIBRARY	NC	87,640	0	87,640
116	301 BILL STEWART BLVD	STORAGE SHED @ STATION 3	NC	11,456	0	11,456
117	MURFREESBORO RD / WALMART	TRAFFIC SIGNAL (WALMART)	NC	272,485	0	272,485
118	5093 MURFREESBORO RD	CITY HALL STORAGE SHED-DELETED:7/1/2023	FRAME	0	0	0
119	337 STONES RIVER RD	SENIOR CENTER STORAGE SHED-DELETED:7/1/2025	FRAME	0	0	0
120	337 STONES RIVER RD	SENIOR CENTER STORAGE SHED-DELETED:7/1/2025	FRAME	0	0	0
121	294 SAND HILL RD	PARKS/MAINTENANCE STORAGE SHED	FRAME	5,067	20,000	25,067
122	294 SAND HILL RD	PARKS/MAINTENANCE GARAGE	NC	9,935	100,000	109,935
123	480 STONES RIVER RD	VACANT RESIDENCE-DELETED:7/1/2020	FRAME	0	0	0
124	514 STONES RIVER RD	VACANT RESIDENCE-DELETED:7/1/2020	FRAME	0	0	0
125	518 STONES RIVER RD	VACANT RESIDENCE-DELETED:7/1/2020	JM	0	0	0
126	INDUSTRIAL BLVD @ NEW SANFORD RD	TRAFFIC SIGNAL	NC	243,568	0	243,568
127	115 FLOYD MAYFIELD DR	(28) WALKING TRIAL LIGHT POLES/ AIRSCREEN PROJECTOR AND SOUND SYSTEM	NC	216,876	0	216,876
128	468 STONES RIVER RD	FIRE DEPT ADMINSTRATION BLDG	FRAME	414,844	10,000	424,844

BUILDINGS AND PERSONAL PROPERTY SCHEDULE

LA VERGNE, CITY OF

Effective Date: 7/1/2026

Policy No: PPR-5348-27

QUOTATION ONLY

REPLACEMENT COST means the smaller of - a) the cost to repair; b) the cost to rebuild or replace at the same location with new materials of equivalent size, kind, and quality as of the time following the loss or damage when, with due diligence and dispatch, the rebuilding or replacement could be effected; or c) the actual expenditure that would be incurred in rebuilding, repairing, or replacing the damaged or destroyed property on the same or another site, but not to exceed the size and operating capacity that existed at the time of loss as respects building or structure, machinery, fixtures, and equipment.

ACTUAL CASH VALUE (ACV) means the smaller of - a) the cost to repair with like kind and quality less proper deduction for depreciation; b) the cost to replace with like kind and quality less proper deduction for depreciation; or c) the amount actually expended to replace with like kind and quality less proper deduction for depreciation, if replaced.

STATED AMOUNT VALUE (STATED) means that both replacement cost and actual cash value as determined by our valuation service have been rejected and that the value shown is the most that will be paid in the event of a total loss and is the value tha will be subject to a coinsurance penalty in the event of a partial loss.

Location		Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
129	5093 MURFREESBORO RD	SIDE POLICE STORAGE BLDG	NC	23,467	20,000	43,467
130	115 FLOYD MAYFIELD DRIVE AT VETERANS PARK	SEASONAL ACRYLIC PANEL SKATING RINK-DELETED:7/1/2026	NC	0	0	0
131	115 FLOYD MAYFIELD DRIVE AT VETERANS PARK	PARKING LOT LIGHTING - FRONT LOT - VETERANS PARK	NC	119,004	0	119,004
132	115 FLOYD MAYFIELD DRIVE AT VETERANS PARK	PARKING LOT LIGHTING - REAR LOT - VETERANS PARK	NC	141,248	0	141,248
133	5093 MURFREESBORO ROAD	POLICE DEPARTMENT MONO POLE	NC	115,667	0	115,667
134	377 STONES RIVER ROAD	DOG PARK W/ FENCING	NC	76,494	0	76,494
135	1593 MURFREESBORO ROAD	PEDESTRIAN CONCRETE BRIDGE (NEAR UNDERPASS)	NC	122,341	0	122,341
136	HURRICANE CREEK GREENWAY	PEDESTRIAN CONCRETE BRIDGE #1 (BY NIR SHREIBMAN BLVD)	NC	119,004	0	119,004
137	HURRICANE CREEK GREENWAY	PEDESTRIAN CONCRETE BRIDGE #2 (NEAR PARKING LOT)	NC	119,004	0	119,004
138	HURRICANE CREEK GREENWAY	WOOD PEDESTRIAN BRIDGE #3 (BY PARKING LOT)	FRAME	212,427	0	212,427
139	HURRICANE CREEK GREENWAY	WOOD PEDESTRIAN BRIDGE #4 (WITH LOOKOUT)	FRAME	231,334	0	231,334
140	771 HOLLAND RIDGE DRIVE	HOLLAND RIDGE SEWER LIFT STATION, FENCING, TELEMETRY	NC	384,907	0	384,907
141	407 NEW SANFORD ROAD	GLENN SEWER LIFT STATION, FENCING	NC	395,749	0	395,749
142	300 NEW SANFORD ROAD	JAMES SEWER LIFT STATION, FENCING	NC	395,749	0	395,749
143	565 INDUSTRIAL BLVD	INDUSTRIAL BLVD SEWER LIFT STATION, FENCING, TELEMETRY	NC	428,277	0	428,277
144	283 OLD NASHVILLE HWY	FIRE STATION # 41, (3) FLAGPOLES, GENERATOR	MNC	12,517,992	1,500,000	14,017,992

BUILDINGS AND PERSONAL PROPERTY SCHEDULE

LA VERGNE, CITY OF

Effective Date: 7/1/2026

Policy No: PPR-5348-27

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QUOTATION ONLY

Location		Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
145	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS COMPLEX, FENCING, GENERATOR	MNC	28,650,266	1,500,000	30,150,266
146	FERGUS RD	PEDESTRIAN BRIDGE	NC	119,106	0	119,106
147	307 MASON RD	FIRE TRAINING FACILITY- 7 CONEX BOXES, FENCING	NC	153,750	0	153,750
148	294 SAND HILL RD	3 CONEX BOXES	NC	9,225	40,000	49,225
149	VETERANS PARK	SKATE PARK	NC	153,750	0	153,750
150	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS MATERIAL STORAGE	MNC	250,301	0	250,301
151	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS SALT BIN	MNC	165,158	0	165,158
152	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS Y1 OPEN FRONT EQUIPMENT SHED	NC	232,862	0	232,862
153	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS X1 STORAGE GARAGE	NC	426,743	0	426,743
154	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS WASH BAY	NC	24,415	0	24,415
155	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS FUELING STATION	NC	189,778	0	189,778
156	WOODS OFF THE GREENWAY	BLAKEMORE BRIDGE	NC	100,000	0	100,000
157	MURFREESBORO RD/ VETERANS MEMORIAL BLVD	TRAFFIC SIGNAL	NC	238,712	0	238,712
158	WALDRON RD/ NEW CO-OP ENTRANCE	TRAFFIC SIGNAL	NC	282,115	0	282,115
159	MURFREESBORO RD/ MINERVA RD	TRAFFIC SIGNAL	NC	282,115	0	282,115

BUILDINGS AND PERSONAL PROPERTY SCHEDULE

LA VERGNE, CITY OF

Effective Date: 7/1/2026

Policy No: PPR-5348-27

QUOTATION ONLY

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Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
		TOTAL	**215,330,307**	**6,456,000**	**221,786,307**

MOBILE EQUIPMENT SCHEDULE
LA VERGNE, CITY OF

Drones & Watercraft must be scheduled for coverage on the property policy.

QUOTATION ONLY

Policy No, PPR-5348-27
Effective Date: 07/01/2026

	DESCRIPTION	TOTAL VALUE
1	MOBILE EQUIPMENT WITH PER ITEM VALUES LESS THAN $50,000 (Unless Scheduled Below)	2,200,000

	DESCRIPTION (Make/Model/Year and Description	SERIAL NUMBER	VALUE
2	K9 "BORA"		17,500
3	K9 "TURBO"		16,500
4	CATERPILLAR 304E2	08129	72,000
5	EXTREME VAC DCL 800	R1682	84,000
6	JOHN DEERE 6105E	12537	138,000
7	SNOW RINK		75,000
8	K9 "RITION"		13,500
9	K9 "HERA"		15,000
10	DJI MAVIC AIR 2	298CGBKR0A08X8	5,093
11	DJI MAVIC AIR 2	298CGBKR0A08UW	5,093
12	MATRICE 30T	1581F5BKD229W00C Z0WT	14,000
13	AUTEL- EVO MAX	1748FEV3HMA824231 162	12,001
14	AUTEL- EVO MAX	1748FEV3HMA824231 118	12,001
15	AUTEL- EVO MAX	1748FEV3HMA824231 154	12,001
16	AUTEL- EVO MAX	1748FEV3HMA824231 027	12,001
17	AUTEL- EVO MAX	1748FEV3HMA824231 028	12,001
18	AUTEL- EVO LITE	1748FEC2LTC824011 319	1,399
19	AUTEL- EVO LITE	1748FEC2LTC824011 361	1,399
		TOTAL SCHEDULE	**518,489**
		TOTAL ALL	**2,718,489**

Attached to and a part of policy number: PPR-5348-27 with effective dates from 07/01/2026 to 07/01/2027.

PREMIUM BREAKDOWN

BUILDINGS AND PERSONAL PROPERTY SCHEDULE

LA VERGNE, CITY OF

QUOTATION ONLY

Effective Date: **07/01/2026**

Policy No. **PPR-5348-27**

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
1	5093 MURFREESBORO ROAD, LA VERGNE	CITY HALL & BOARD ROOM, GENERATOR, SIGNAGE	2,093.25	1,952,995	250,000	2,202,995
2	5093 MURFREESBORO ROAD, LA VERGNE	POLICE STORAGE BUILDING	146.30	88,975	65,000	153,975
3	5093 MURFREESBORO ROAD, LA VERGNE	BASEBALL PRESS BOX & STORAGE, WEATHER WARN SYS-DELETED:3/28/2023	0.00	0	0	0
4	5093 MURFREESBORO ROAD, LA VERGNE	SOFTBALL PRESS BOX & CONCESSION STAND-DELETED:3/28/2023	0.00	0	0	0
5	5093 MURFREESBORO ROAD, LA VERGNE	OPEN AIR PAVILION W/ (6) TABLES	89.40	94,090	0	94,090
6	5093 MURFREESBORO ROAD, LA VERGNE	OPEN AIR GAZEBO-DELETED:3/28/2023	0.00	0	0	0
7	5093 MURFREESBORO ROAD, LA VERGNE	MULTI-PURPOSE BUILDING, WEATHER WARN SYS	561.66	566,102	25,000	591,102
8	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK LITTLE LEAGUE BALLFIELD LIGHTING/FENCING FOR 4 FIELDS	705.93	742,938	0	742,938
9	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK FOOTBALL FIELD LIGHTING/FENCING & GOALS	535.10	563,152	0	563,152
10	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK PAVILION A W/ (8) TABLES	112.02	117,891	0	117,891
11	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK PAVILION B, INCL (9)TABLES	116.25	122,341	0	122,341
12	337 STONES RIVER ROAD, LA VERGNE	SENIOR CITIZENS CENTER W/ FENCING	536.25	489,360	75,000	564,360
13	260 FURGUS ROAD, LA VERGNE	SEWER LIFT STATION, W/ FENCING, GENERATOR	4,343.37	4,571,076	0	4,571,076
14	903 WILLOWVIEW DRIVE, LA VERGNE	DRIFTWOOD SEWER LIFT STATION W/ FENCING, GENERATOR	1,437.22	1,512,570	0	1,512,570
15	153 CHARTER PLACE, LA VERGNE	INTERSTATE SEWER LIFT STATION W/ FENCING, TELEMETRY	1,136.04	1,195,598	0	1,195,598
16	600 STONES RIVER ROAD, LA VERGNE	STONES RIVER SEWER LIFT PUMP STATION, W/ FENCING, GENERATOR	1,881.07	1,979,687	0	1,979,687
17	400 HOLLANDALE ROAD, LA VERGNE	HOLLANDALE LIFT STATION, W/ FENCING, GENERATOR	2,937.85	3,091,870	0	3,091,870
18	150 NEW PAUL RD (MADISON DRIVE), LA VERGNE	CEDAR RIDGE LIFT STATION, W/ FENCING, TELEMETRY	1,120.19	1,178,915	0	1,178,915
19	910 B STREAMFIELD POINT, LA VERGNE	CHANEYWOOD LIFT STATION, W/ FENCING, GENERATOR	1,289.27	1,356,864	0	1,356,864

PREMIUM BREAKDOWN

BUILDINGS AND PERSONAL PROPERTY SCHEDULE
LA VERGNE, CITY OF

QUOTATION ONLY

Effective Date: **07/01/2026**

Policy No. **PPR-5348-27**

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
20	327 BLAIR ROAD, LA VERGNE	SANFORD KNOB WATER TANK - 2,500,000 GALLONS, W/ FENCING	2,149.49	2,262,181	0	2,262,181
21	210 POULAN COURT, LA VERGNE	SANDERS WATER TANK #1, W/ TELEMETRY	1,286.10	1,353,528	0	1,353,528
22	210 POULAN COURT, LA VERGNE	SANDERS WATER TANK #2, W/ FENCING, TELEMETRY	2,149.49	2,262,181	0	2,262,181
23	148 INTERNATIONAL BLVD, LA VERGNE	PUBLIC WORKS OFFICE & GARAGE - LEASED-DELETED:7/1/2025	0.00	0	0	0
24	R 148 INTERNATIONAL BLVD, LA VERGNE	STREET DEPARTMENT EQUIPMENT SHED - LEASED-DELETED:7/1/2025	0.00	0	0	0
25	283 OLD NASHVILLE HIGHWAY, LA VERGNE	FIRE ADMIN BUILDING-DELETED:7/1/2022	0.00	0	0	0
26	115 FLOYD MAYFIELD DR , LA VERGNE	VETERANS PARK LIGHTING	194.79	205,000	0	205,000
27	1145 BEN HILL BOULEVARD, LA VERGNE	MCFARLAND WATER TANK, TELEMETRY, FENCING, GENERATOR	1,000.77	1,053,238	0	1,053,238
28	5063 MURFREESBORO ROAD, LA VERGNE	LIBRARY, W/ FENCING	7,069.54	5,940,174	1,500,000	7,440,174
29	294 SAND HILL ROAD, LA VERGNE	PARKS AND RECREATION BLDG, W/ FENCING	1,448.66	1,324,612	200,000	1,524,612
30	5093 MURFREESBORO ROAD, LA VERGNE	POLICE STATION. W/ FENCING, GENERATOR	2,541.28	2,374,512	300,000	2,674,512
31	5089 MURFREESBORO ROAD, LA VERGNE	CID DEPARTMENT BUILDING	1,037.67	992,069	100,000	1,092,069
32	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK PEE WEE BALL FIELDS LIGHTING AND FENCING	594.97	626,160	0	626,160
33	124 MASON ROAD, LA VERGNE	MASON ROAD REPEATER BLDG, INCL (2) ANTENNAS-DELETED:3/28/2023	0.00	0	0	0
34	1740 LUTON DRIVE, LA VERGNE	STONEHENGE SEWER LIFT PUMP STATION	528.39	556,091	0	556,091
35	599 BUTTERNUT TRACE, LA VERGNE	HICKORY SPRINGS PUMP STATION, FENCING, TELEMETRY	665.77	700,677	0	700,677
36	4012 B MARGO CIRCLE, LA VERGNE	MORGAN'S RETREAT PUMP STATION, W/ TELEMETRY, FENCING	528.39	556,091	0	556,091
37	1355 LAKE ROAD, LA VERGNE	MCFARLIN WATER PUMP STATION W/ TELEMETRY, FENCING	433.28	455,996	0	455,996
38	1355 LAKE ROAD, LA VERGNE	MCFARLIN SEWER PUMP STATION-DELETED:1/10/2019	0.00	0	0	0

PREMIUM BREAKDOWN

BUILDINGS AND PERSONAL PROPERTY SCHEDULE

LA VERGNE, CITY OF

QUOTATION ONLY

Effective Date: **07/01/2026**

Policy No. **PPR-5348-27**

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
39	4410 WEST NIR SHREIBMAN BLVD, LA VERGNE	MADISON SQUARE SEWER LIFT STATION, FENCING,TELEMETRY	829.57	873,065	0	873,065
40	1174 WALDRON ROAD, LA VERGNE	MARTIN'S BEND SEWER LIFT STATION, W/ TELEMETRY, FENCING	644.64	678,433	0	678,433
41	1575 A RIDGEMONT DRIVE, LA VERGNE	RIDGEMONT LIFT STATION, W/ TELEMETRY, FENCING	760.88	800,772	0	800,772
42	306 B CLEAR LAKE CT, LA VERGNE	WATERS EDGE LIFT STATION, W/ FENCING, TELEMETRY	787.30	828,576	0	828,576
43	7011 INGLENOOK DRIVE, LA VERGNE	IVY POINT SEWER LIFT STATION, FENCING, TELEMETRY, GENERATOR	1,204.73	1,267,889	0	1,267,889
44	700 BON AQUA DRIVE, LA VERGNE	WATER TREATMENT PLANT, GENERATOR, FENCING	94,528.54	98,984,356	500,000	99,484,356
45	8014 VINEYARD LANE, LA VERGNE	WOODSONG SEWER LIFT PUMP STATION, TELEMETRY	528.39	556,091	0	556,091
46	REAR 5089 MURFREESBORO ROAD, LA VERGNE	CID DEPARTMENT STORAGE BUILDING	6.31	6,636	0	6,636
47	REAR 700 BON AQUA DRIVE, LA VERGNE	STORAGE BUILDING	3.08	3,237	0	3,237
48	REAR 700 BON AQUA DRIVE, LA VERGNE	STORAGE SHELTER	3.85	4,048	0	4,048
49	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK LITTLE LEAGUE SCOREBOARDS (4)	92.57	97,427	0	97,427
50	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK LITTLE LEAGUE CONCESSIONS BUILDING	493.28	487,137	32,000	519,137
51	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK LITTLE LEAGUE BLEACHERS	40.44	42,561	0	42,561
52	115 FLOYD MAYFIELD DR , LA VERGNE	VETERANS PARK LITTLE LEAGUE DUGOUTS FOR (4) BALLFIELDS	26.29	27,671	0	27,671
53	115 FLOYD MAYFIELD DR , LA VERGNE	VETERANS PARK FOOTBALL CONCESSION STAND/RESTROOMS	221.68	201,306	32,000	233,306
54	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK FOOTBALL FIELD PRESS BOX, W/ WEATHER SYSTEM	87.71	92,311	0	92,311
55	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK FOOTBALL FIELD BLEACHERS	24.29	25,568	0	25,568
56	115 FLOYD MAYFIELD DR , LA VERGNE	VETERANS PARK PEE WEE FIELD CONCESSIONS BUILDING	490.11	483,800	32,000	515,800
57	115 FLOYD MAYFIELD DR , LA VERGNE	VETERANS PARK PEE WEE FIELD DUGOUTS FOR (4) BALLFIELDS	21.99	23,141	0	23,141

PREMIUM BREAKDOWN

BUILDINGS AND PERSONAL PROPERTY SCHEDULE

LA VERGNE, CITY OF

QUOTATION ONLY

Effective Date: **07/01/2026**

Policy No. **PPR-5348-27**

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
58	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK PEE WEE FIELD (4) SCOREBOARDS	59.50	62,616	0	62,616
59	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK PEE WEE FIELD (8) BLEACHERS	40.44	42,561	0	42,561
60	115 FLOYD MAYFIELD DR, LA VERGNE	VETERANS PARK PLAYGROUND EQUIPMENT	211.36	222,437	0	222,437
61	115 FLOYD MAYFIELD DR , LA VERGNE	VETERANS PARK (2) TENNIS COURT AND(2) BASKETBALL LIGHTING, FENCING	179.65	189,071	0	189,071
62	115 FLOYD MAYFIELD DR , LA VERGNE	VETERANS PARK WARM UP STATION, ARTIFICIAL TURF	118.75	124,971	0	124,971
63	115 FLOYD MAYFIELD DR , LA VERGNE	VETERANS PARK IN-LINE HOCKEY RINK BLEACHERS-DELETED:3/28/2023	0.00	0	0	0
64	115 FLOYD MAYFIELD DR , LA VERGNE	VETERANS PARK IN-LINE HOCKEY RINK SCOREBOARD-DELETED:3/28/2023	0.00	0	0	0
65	WALDRON ROAD @ CENTRE POINT DRIVE & CHARTER PLACE, LA VERGNE	TRAFFIC SIGNAL	258.91	272,485	0	272,485
66	WALDRON ROAD @ EAST-BOUND RAMP TO I-24, LA VERGNE	TRAFFIC SIGNAL, 3 WAY	256.80	270,261	0	270,261
67	WALDRON ROAD @WEST-BOUND RAMP TO I-24, LA VERGNE	TRAFFIC SIGNAL, 3 WAY	228.26	240,231	0	240,231
68	WALDRON ROAD @ ENTERPRISE @ INDUSTRIAL BLVD, LA VERGNE	TRAFFIC SIGNAL	302.24	318,084	0	318,084
69	WALDRON ROAD @ HEIL QUAKER & INGRAM BLVD, LA VERGNE	TRAFFIC SIGNAL	377.27	397,049	0	397,049
70	WALDRON ROAD @ BRIDGESTONE PKWY & BAIN DRIVE, LA VERGNE	TRAFFIC SIGNAL - OFFSET 4 WAY	274.76	289,168	0	289,168
71	WALDRON RD @ M'BORO RD & NIR SCHREIBMAN BLVD, LA VERGNE	TRAFFIC SIGNAL	394.18	414,844	0	414,844
72	M'BORO RD @ MADISON SQ BLVD & GEO CHANEY STREET, LA VERGNE	TRAFFIC SIGNAL	261.03	274,710	0	274,710
73	M'BORO RD @ STONES RIVER ROAD, LA VERGNE	TRAFFIC SIGNAL	259.97	273,597	0	273,597
74	M'BORO RD & FERGUS RD, LA VERGNE	TRAFFIC SIGNAL - 3 WAY	232.49	244,680	0	244,680
75	OLD NASHVILLE HWY @ JEFFERSON PIKE & CENTENNIAL DR, LA VERGNE	TRAFFIC SIGNAL	181.77	191,296	0	191,296
76	INGRAM BLVD @ INGRAM PLANT, LA VERGNE	PEDESTRIAN CROSSING SIGNAL-DELETED:7/1/2025	0.00	0	0	0

PREMIUM BREAKDOWN

BUILDINGS AND PERSONAL PROPERTY SCHEDULE
LA VERGNE, CITY OF

QUOTATION ONLY

Effective Date: **07/01/2026**

Policy No. **PPR-5348-27**

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
77	410 MASON ROAD, LA VERGNE	MASON RD WATER BOOSTER STATION. W/ GENERATOR, FENCING	3,032.96	3,191,967	0	3,191,967
78	REAR OF 5093 MURFREESBORO ROAD, LA VERGNE	POLICE WORKOUT FACILITY-DELETED:7/1/2025	0.00	0	0	0
79	SIDE OF 5093 MURFREESBORO ROAD, LA VERGNE	EVIDENCE STORAGE-DELETED:7/1/2026	0.00	0	0	0
80	MURFREESBORO RD & FLOYD MAYFIELD, LA VERGNE	TRAFFIC SIGNAL	254.68	268,036	0	268,036
81	MURFREESBORO RD & DICK BUCHANAN RD, LA VERGNE	TRAFFIC SIGNAL	254.68	268,036	0	268,036
82	5093 MURFREESBORO RD, LA VERGNE	LOG CABIN-DELETED:7/1/2022	0.00	0	0	0
83	LAKE FOREST, LA VERGNE	POLICE DEPARTMENT MOBILE BUILDING, TABLE-DELETED 07/01/15	0.00	0	0	0
84	MARKIN STREET, LA VERGNE	MARKIN PARK DELETED 10/11	0.00	0	0	0
85	4411 BENJAMIN FRANKLIN DRIVE, LA VERGNE	WALDRON ROAD SEWER LIFT STATION, FENCING, TELEMETRY	887.69	934,233	0	934,233
86	VETERANS PARK, LA VERGNE	BASEBALL COMPLEX - DELETED 10/11	0.00	0	0	0
87	VETERANS PARK, LA VERGNE	FOOTBALL AND SOCCER COMPLEX - DELETED 10/11	0.00	0	0	0
88	401 HOLLAND RIDGE DRIVE, LA VERGNE	POLICE SUBSTATION	128.39	130,125	5,000	135,125
89	5175 MURFREESBORO ROAD, LA VERGNE	STORMWATER BUILDING, W/ FENCING	1,048.33	1,103,286	0	1,103,286
90	5175 MURFREESBORO RD, LA VERGNE	STORM WATER/MAP STORAGE BUILDING	166.97	175,725	0	175,725
91	294 SAND HILL RD, LA VERGNE	STORAGE BUILDING	4.32	4,542	0	4,542
92	MANKIN PARK, LA VERGNE	PLAYGROUND EQUIPMENT #2	25.35	26,679	0	26,679
93	MANKIN PARK, LA VERGNE	PAVILLION	11.79	12,409	0	12,409
94	MANKIN PARK, LA VERGNE	PARK SIGN	5.45	5,739	0	5,739
95	MANKIN PARK, LA VERGNE	PLAYGROUND #1 EQUIPMENT W/FENCING, (3) TABLES	103.88	109,328	0	109,328

PREMIUM BREAKDOWN

BUILDINGS AND PERSONAL PROPERTY SCHEDULE
LA VERGNE, CITY OF

QUOTATION ONLY

Effective Date: **07/01/2026**

Policy No. **PPR-5348-27**

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
96	LAKE FORREST PARK, LA VERGNE	PAVILION #1	11.79	12,409	0	12,409
97	LAKE FOREST PARK, LA VERGNE	PAVILION #2 W/ (4) PICNIC TABLES	11.79	12,409	0	12,409
98	REAR 700 BON AQUA DRIVE, LA VERGNE	RAW WATER INTAKE, W/ TELEMETRY, FENCING	4,607.56	4,849,122	0	4,849,122
99	REAR 5093 MURFREESBORO ROAD, LA VERGNE	BALL FIELD LIGHTING, FENCE, BLEACHERS, SCOREBOARD-DELETED:3/28/2023	0.00	0	0	0
100	169 STONES RIVER ROAD, LA VERGNE	FIRE STATION #1 - LEASED-DELETED:1/2/2025	0.00	0	0	0
101	609 WALDRON ROAD, LA VERGNE	FIRE STATION #42	834.81	828,576	50,000	878,576
102	301 BILL STEWART BLVD, LA VERGNE	FIRE STATION #43, W/ GENERATOR	1,377.95	1,350,191	100,000	1,450,191
103	WALDRON RD PUMP STATION, LA VERGNE	WALDRON WATER BOOST STATION W/GENERATOR, FENCING, TELEMETRY	2,229.81	2,346,709	0	2,346,709
104	148 INTERNATIONAL BLVD, LA VERGNE	METAL CARPORT	2.67	2,812	0	2,812
105	294 SANDHILL RD, LA VERGNE	STORAGE BUILDING	4.67	4,916	0	4,916
106	401 HOLLAND RIDGE DRIVE (LAKE FOREST PARK), LA VERGNE	LAKE FOREST PARK PLAYGROUND EQUIPMENT	240.95	253,578	0	253,578
107	STONES RIVER @ OLD NASHVILLE HWY, LA VERGNE	TRAFFIC LIGHTING INTERSECTION	214.53	225,773	0	225,773
108	WALDRON RD @ INTERNATIONAL BLVD, LA VERGNE	TRAFFIC LIGHTING INTERSECTION	421.65	443,760	0	443,760
109	1-24 STREET LIGHTING, LA VERGNE	STREET LIGHTING (42 POLES)	575.66	605,839	0	605,839
110	1-24 HIGH MAST LIGHTING, LA VERGNE	HIGH MAST LIGHTING (7 POLES)	528.39	556,090	0	556,090
111	115 FLOYD MAYFIELD, LA VERGNE	VETERANS PARK MEMORIAL	57.07	60,058	0	60,058
112	148 INTERNATIONAL BLVD, LA VERGNE	SALT SHED - LEASED-DELETED:7/1/2023	0.00	0	0	0
113	R 148 INTERNATIONAL BLVD, LA VERGNE	PIPE STORAGE BUILDING - LEASED-DELETED:7/1/2023	0.00	0	0	0
114	5063 MURFREESBORO ROAD	LIBRARY STORAGE BUILDING	5.80	6,109	0	6,109

PREMIUM BREAKDOWN

BUILDINGS AND PERSONAL PROPERTY SCHEDULE

LA VERGNE, CITY OF

QUOTATION ONLY

Effective Date: **07/01/2026**

Policy No. **PPR-5348-27**

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
115	5063 MURFREESBORO ROAD	FOOT BRIDGE AT LIBRARY	83.27	87,640	0	87,640
116	301 BILL STEWART BLVD	STORAGE SHED @ STATION 3	10.89	11,456	0	11,456
117	MURFREESBORO RD / WALMART	TRAFFIC SIGNAL (WALMART)	258.91	272,485	0	272,485
118	5093 MURFREESBORO RD	CITY HALL STORAGE SHED-DELETED:7/1/2023	0.00	0	0	0
119	337 STONES RIVER RD	SENIOR CENTER STORAGE SHED-DELETED:7/1/2025	0.00	0	0	0
120	337 STONES RIVER RD	SENIOR CENTER STORAGE SHED-DELETED:7/1/2025	0.00	0	0	0
121	294 SAND HILL RD	PARKS/MAINTENANCE STORAGE SHED	23.82	5,067	20,000	25,067
122	294 SAND HILL RD	PARKS/MAINTENANCE GARAGE	104.46	9,935	100,000	109,935
123	480 STONES RIVER RD	VACANT RESIDENCE-DELETED:7/1/2020	0.00	0	0	0
124	514 STONES RIVER RD	VACANT RESIDENCE-DELETED:7/1/2020	0.00	0	0	0
125	518 STONES RIVER RD	VACANT RESIDENCE-DELETED:7/1/2020	0.00	0	0	0
126	INDUSTRIAL BLVD @ NEW SANFORD RD	TRAFFIC SIGNAL	231.43	243,568	0	243,568
127	115 FLOYD MAYFIELD DR	(28) WALKING TRIAL LIGHT POLES/ AIRSCREEN PROJECTOR AND SOUND	206.07	216,876	0	216,876
128	468 STONES RIVER RD	FIRE DEPT ADMINSTRATION BLDG	403.68	414,844	10,000	424,844
129	5093 MURFREESBORO RD	SIDE POLICE STORAGE BLDG	41.30	23,467	20,000	43,467
130	115 FLOYD MAYFIELD DRIVE AT VETERANS PARK	SEASONAL ACRYLIC PANEL SKATING RINK-DELETED:7/1/2026	0.00	0	0	0
131	115 FLOYD MAYFIELD DRIVE AT VETERANS PARK	PARKING LOT LIGHTING - FRONT LOT - VETERANS PARK	113.08	119,004	0	119,004
132	115 FLOYD MAYFIELD DRIVE AT VETERANS PARK	PARKING LOT LIGHTING - REAR LOT - VETERANS PARK	134.21	141,248	0	141,248
133	5093 MURFREESBORO ROAD	POLICE DEPARTMENT MONO POLE	109.91	115,667	0	115,667

PREMIUM BREAKDOWN

BUILDINGS AND PERSONAL PROPERTY SCHEDULE

LA VERGNE, CITY OF

QUOTATION ONLY

Effective Date: **07/01/2026**

Policy No. **PPR-5348-27**

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
134	377 STONES RIVER ROAD	DOG PARK W/ FENCING	72.68	76,494	0	76,494
135	1593 MURFREESBORO ROAD	PEDESTRIAN CONCRETE BRIDGE (NEAR UNDERPASS)	116.25	122,341	0	122,341
136	HURRICANE CREEK GREENWAY	PEDESTRIAN CONCRETE BRIDGE #1 (BY NIR SHREIBMAN BLVD)	113.08	119,004	0	119,004
137	HURRICANE CREEK GREENWAY	PEDESTRIAN CONCRETE BRIDGE #2 (NEAR PARKING LOT)	113.08	119,004	0	119,004
138	HURRICANE CREEK GREENWAY	WOOD PEDESTRIAN BRIDGE #3 (BY PARKING LOT)	201.84	212,427	0	212,427
139	HURRICANE CREEK GREENWAY	WOOD PEDESTRIAN BRIDGE #4 (WITH LOOKOUT)	219.81	231,334	0	231,334
140	771 HOLLAND RIDGE DRIVE	HOLLAND RIDGE SEWER LIFT STATION, FENCING, TELEMETRY	365.73	384,907	0	384,907
141	407 NEW SANFORD ROAD	GLENN SEWER LIFT STATION, FENCING	376.03	395,749	0	395,749
142	300 NEW SANFORD ROAD	JAMES SEWER LIFT STATION, FENCING	376.03	395,749	0	395,749
143	565 INDUSTRIAL BLVD	INDUSTRIAL BLVD SEWER LIFT STATION, FENCING, TELEMETRY	406.94	428,277	0	428,277
144	283 OLD NASHVILLE HWY	FIRE STATION # 41, (3) FLAGPOLES, GENERATOR	13,319.68	12,517,992	1,500,000	14,017,992
145	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS COMPLEX, FENCING, GENERATOR	28,648.33	28,650,266	1,500,000	30,150,266
146	FERGUS RD	PEDESTRIAN BRIDGE	113.17	119,106	0	119,106
147	307 MASON RD	FIRE TRAINING FACILITY- 7 CONEX BOXES, FENCING	146.09	153,750	0	153,750
148	294 SAND HILL RD	3 CONEX BOXES	46.77	9,225	40,000	49,225
149	VETERANS PARK	SKATE PARK	146.09	153,750	0	153,750
150	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS MATERIAL STORAGE	237.83	250,301	0	250,301
151	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS SALT BIN	156.93	165,158	0	165,158
152	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS Y1 OPEN FRONT EQUIPMENT SHED	221.26	232,862	0	232,862

PREMIUM BREAKDOWN

BUILDINGS AND PERSONAL PROPERTY SCHEDULE
LA VERGNE, CITY OF

QUOTATION ONLY

Effective Date: **07/01/2026**

Policy No. **PPR-5348-27**

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
153	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS X1 STORAGE GARAGE	405.48	426,743	0	426,743
154	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS WASH BAY	23.20	24,415	0	24,415
155	1500 E. NIR SHREIBMAN BLVD	PUBLIC WORKS FUELING STATION	180.32	189,778	0	189,778
156	WOODS OFF THE GREENWAY	BLAKEMORE BRIDGE	95.02	100,000	0	100,000
157	MURFREESBORO RD/ VETERANS MEMORIAL BLVD	TRAFFIC SIGNAL	226.82	238,712	0	238,712
158	WALDRON RD/ NEW CO-OP ENTRANCE	TRAFFIC SIGNAL	268.06	282,115	0	282,115
159	MURFREESBORO RD/ MINERVA RD	TRAFFIC SIGNAL	268.06	282,115	0	282,115
		Total Breakdown	**210,737.99**	**215,330,307**	**6,456,000**	**221,786,307**
		Rounding Adjustment	**0.01**			
		Total Policy Bldg + PP Premium	**210,738.00**			

PUBLIC ENTITY PARTNERS

GENERAL LIABILITY, PERSONAL INJURY LIABILITY, ERRORS OR OMISSIONS LIABILITY, AUTOMOBILE LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE POLICY

DECLARATIONS

Policy Number: PLI-0199-27

Ren/Rewrite of: PLI-0199-26

ITEM 1. **INSURED**

LA VERGNE, CITY OF *
5093 MURFREESBORO RD
LA VERGNE, TN 37086

*See Additional Named Insured Endorsement

AGENT

DIRECT
5093 MURFREESBORO RD
LA VERGNE, TN 37086

ITEM 2. **COVERAGE PERIOD: From 07/01/2026 To 07/01/2027**

12:01 A.M. Standard Time at the Insured's Mailing Address.

ITEM 3. **COVERAGE PARTS**

QUOTATION ONLY

In return for the payment of the premium, and subject to all of the terms of the policy, the insurer agrees to provide you with the coverages shown below for which a premium charge is stated.

ONE YEAR POLICY

Coverage and Premium for this Coverage Period

COVERAGE	COVERAGE PART	PREMIUM
General Liability	A/B	57,122
Law Enforcement Liability	A/B	140,028
Errors or Omissions Liability	C	357,107
Automobile Liability	D	114,893
Automobile Physical Damage	E	137,588
Other		
TOTAL		806,738

PUBLIC ENTITY PARTNERS

562 Franklin Rd. Suite 200, Franklin, TN 37069

INSURED LA VERGNE, CITY OF *

Policy Number: PLI-0199-27

QUOTATION ONLY

ITEM 4. LIMITS OF COVERAGE

COVERAGE A - GENERAL LIABILITY and COVERAGE B - PERSONAL INJURY LIABILITY

$300,000 PER PERSON FOR BODILY INJURY OR PERSONAL INJURY AS LIMITED BY THE TORT LIABILITY ACT
$700,000 PER OCCURRENCE FOR BODILY INJURY OR PERSONAL INJURY AS LIMITED BY THE TORT LIABILITY ACT
$100,000 PER OCCURRENCE FOR PROPERTY DAMAGE AS LIMITED BY THE TORT LIABILITY ACT
$2,000,000 PER OCCURRENCE FOR EACH OTHER LOSS
$500,000 PER PERSON/$1,000,000 PER OCCURRENCE FOR CATASTROPHIC MEDICAL EXPENSES EXCESS OF BODILY INJURY
$1,000 PER PERSON AND $10,000 PER ACCIDENT FOR MEDICAL PAYMENTS
$100,000 PER OCCURRENCE FOR FIRE DAMAGE
$100,000 PER OCCURRENCE FOR IMPOUNDED PROPERTY DAMAGE OR COMMANDEERED PROPERTY DAMAGE
$100,000 PER OCCURRENCE FOR NON-MONETARY DEFENSE COSTS

COVERAGE C - ERRORS OR OMISSIONS LIABILITY

$2,000,000 PER OCCURRENCE

$2,000,000 PER OCCURRENCE/POLICY AGGREGATE FOR EMPLOYMENT PRACTICES LIABILITY - See Endorsement
$1,000,000 PER OCCURRENCE/POLICY AGGREGATE FOR PRIVACY/NETWORK LIABILITY - See Endorsement
$1,000,000 PER OCCURRENCE FOR EMPLOYEE BENEFITS/FIDUCIARY LIABILITY
$100,000 PER OCCURRENCE FOR NON-MONETARY DEFENSE COSTS

COVERAGE D - AUTOMOBILE LIABILITY and COVERAGE E - AUTOMOBILE PHYSICAL DAMAGE

This policy provides only those coverages where a designation symbol is shown under Covered Autos below. Entry of one or more of the symbols from Item 5 indicates the autos that are covered autos.

Coverages	Covered Autos	Limits
LIABILITY	1,2,3	$300,000 PER PERSON FOR BODILY INJURY AS LIMITED BY THE TORT LIABILITY ACT $700,000 PER OCCURRENCE FOR BODILY INJURY AS LIMITED BY THE TORT LIABILITY ACT $100,000 PER OCCURRENCE FOR PROPERTY DAMAGE AS LIMITED BY THE TORT LIABILITY ACT $2,000,000 PER OCCURRENCE FOR EACH OTHER LOSS $500,000 PER PERSON/$1,000,000 PER OCCURRENCE FOR CATASTROPHIC MEDICAL EXPENSES EXCESS OF BODILY INJURY
MEDICAL PAYMENTS	1	$1,000 PER PERSON AND $10,000 PER ACCIDENT
UNINSURED MOTORISTS	1,2,3	$300,000 PER OCCURRENCE FOR BODILY INJURY AND $100,000 PER OCCURRENCE FOR PROPERTY DAMAGE
COMPREHENSIVE	1,2	SEE AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT(S)
COLLISION	1,2	SEE AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT(S)

ITEM 5. DESCRIPTION OF COVERED AUTOMOBILES - DESIGNATION SYMBOLS

Symbol	Description
1	**OWNED AUTOS ONLY. Only those autos you own, including those autos that you acquire during the coverage**
2	**HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow, including any auto you lease, hire, rent, or borrow from any of your employees.**
3	**NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business, including autos owned by your employees, but only while used in your business.**

INSURED LA VERGNE, CITY OF *

Policy Number: PLI-0199-27

QUOTATION ONLY

ITEM 6. DEDUCTIBLES

COVERAGE A and COVERAGE B			
GENERAL LIABILITY AND PERSONAL INJURY LIABILITY		$2,500	**PER OCCURRENCE**
COVERAGE A and COVERAGE B			
LAW ENFORCEMENT GENERAL LIABILITY AND PERSONAL INJURY LIABILITY		$2,500	**PER OCCURRENCE**
COVERAGE C			
ERRORS OR OMISSIONS LIABILITY		$10,000	**PER OCCURRENCE**
COVERAGE D			
AUTOMOBILE LIABILITY		$2,500	**PER OCCURRENCE**
COVERAGE E	**Comprehensive**	$2,500	**PER OCCURRENCE**
AUTOMOBILE PHYSICAL DAMAGE	**Collision**	$5,000	**PER OCCURRENCE**

ITEM 7. RETROACTIVE DATE 1/1/1987

Coverages A, B, and C (Claims Made Basis) of this policy do not apply to bodily injury, property damage, personal injury offenses, or any act, error, omission, or violation of rights, privileges, or immunities that occurred before the retroactive date, if any, shown above. Some endorsements may have retroactive date exceptions that apply in lieu of the retroactive date shown here.

ITEM 8. FORMS, SCHEDULES, AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

Liability Policy Coverage Declarations 7-1-2022
Additional Named Insured Endorsement 7-1-2024
Employment Practices Liability Coverage Endorsement 7-1-2023
Privacy and Network Liability Coverage End 7-1-2022
Punitive-Exemplary Damages Endorsement 7-1-2023
Class Action Liability Coverage Endorsement 7-1-2025
Unmanned Aerial Systems Coverage Endorsement 7-1-2016
Uninsured-Underinsured Motorists Endorsement 7-1-2023
Auto Physical Damage Endorsement 7-1-2011
Auto Physical Damage Stated Value for Fire Departments 7-1-2022
Auto Physical Damage Stated Value for Utilities 7-1-2011
Liability Coverage Policy 2025

PUBLIC ENTITY PARTNERS
MUNICIPAL LIABILITY COVERAGE

QUOTATION ONLY

UNMANNED AERIAL SYSTEMS COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Section II. Exclusion 22.b. of the Liability Policy does not apply to the ownership, operation or use of Unmanned Aerial Systems scheduled on this endorsement. Coverage provided by this endorsement is subject to the following additional exclusions.

This coverage does not apply to **Bodily Injury**, **Property Damage**, **Personal Injury** or any **claim**;

a. Arising from use of the scheduled systems that is not in conformance with federal, state or local regulations, statutes or ordinances applicable to such systems.

b. Arising from use of the scheduled systems outside the scope of **your** operations.

c. Arising from any use of the systems by any person other than those persons designated by **you** to operate the systems who have been trained in; 1) the proper operations of the systems, 2) **your** policies related to the operation of the systems and 3) regulations applicable to the operations of the systems. Completion of training referred to in this exclusion must be documented in written form in **your** records. This exclusion c. does not apply to operation of systems during the supervised training of designated operators.

All other terms, exclusions and conditions of the policy apply to this extension of coverage.

LA VERGNE, CITY OF

Schedule of Covered Unmanned Aerial Systems

Description	Serial Number
DJI MAVIC AIR 2	298CGKR0A08X8
DJI MAVIC AIR 2	298CGBKR0A08UW1
MATRICE 30T	1581F5BKD229W00CZ0WT
AUTEL - EVO MAX	1748FEV3HMA824231162
AUTEL - EVO MAX	1748FEV3HMA824231118
AUTEL - EVO MAX	1748FEV3HMA824231154
AUTEL - EVO MAX	1748FEV3HMA824231027
AUTEL - EVO MAX	1748FEV3HMA824231028
AUTEL - EVO LITE	1748FEC2LTC824011319
AUTEL - EVO LITE	1748FEC2LTC824011361

QUOTATION ONLY

AUTOMOBILE PHYSICAL DAMAGE COVERAGE
STATED VALUE COVERAGE - UTILITIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For only the **automobiles** scheduled on this endorsement, SECTION I - COVERAGES, Item 3 of Coverage E - Automobile Physical Damage is deleted and replaced by the following:

3. The most **we** will pay for **loss** is:

   a. If the cost of repairing a damaged **automobile** is less than the Fair Market Value **we** will pay to repair the equipment to the quality and condition prior to loss.

   b. If the cost of repairing a damaged **automobile** equals or exceeds the Fair Market Value, **we** will pay the lesser of the following:

      (1) The 'stated value' amount shown in the schedule on this endorsement or,

      (2) The cost of a new **automobile** of like kind, quality and function, similarly equipped with allowance for improvements to modern safety standards.

   Fair Market Value is the cost for which property of similar type, quality, age and condition prior to loss could be purchased on the date of loss.

   Equipment that is permanently attached to an **automobile**, or equipment that supplements the function of the **automobile** and is regularly stored in or on the vehicle, will be included in the value of the **automobile** unless separately insured.

LA VERGNE, CITY OF

STATED VALUE UTILITY SCHEDULE

	Description of Automobile	VIN	Stated Value
1.	SCHWARSE MODEL AQOOO STREET SWEEPER	1656	115,000
2.	2019 FORD KNUCKLE BOOM PAC-MAC BRUSH TRUCK	TBD	112,000
3.	2024 INTERNATIONAL KNUCKLE BOOM BRUSH	TBD	205,000
4.	2026 FORD F-600 BUCKET TRUCK	3782	213,000
5.	2025 FORD SEWER CAMERA VAN	3471	325,000

QUOTATION ONLY

AUTOMOBILE PHYSICAL DAMAGE COVERAGE
STATED VALUE COVERAGE - FIRE DEPARTMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For only the **automobiles** scheduled on this endorsement, SECTION I - COVERAGES, Item 3 of Coverage E - Automobile Physical Damage is deleted and replaced by the following:

3. The most **we** will pay for **loss** is:

   a. If the cost of repairing a damaged **automobile** is less than the Fair Market Value **we** will pay to repair the equipment to the quality and condition prior to loss.

   b. If the cost of repairing a damaged **automobile** equals or exceeds the Fair Market Value, **we** will pay the lesser of the following:

      (1) The 'stated value' amount shown in the schedule on this endorsement or,

      (2) The cost of a new **automobile** of like kind, quality and function, similarly equipped with allowance for improvements to modern safety standards.

Fair Market Value is the cost for which property of similar type, quality, age and condition prior to loss could be purchased on the date of loss.

Equipment that is permanently attached to a **automobile**, or equipment that supplements the function of the **automobile** and is regularly stored in or on the **automobile**, will be included in the value of the **automobile** unless separately insured.

LA VERGNE, CITY OF

STATED VALUE FIRE SCHEDULE

	Description of Automobile	VIN	Stated Value
1.	2015 SUTPHEN SA75 AERIAL	3025	1,000,000
2.	2015 SUTPHEN SA75 AERIAL	3026	1,000,000
3.	2015 SUTPHEN SA75 AERIAL	3027	1,000,000
4.	2015 SUTPHEN PLATFORM TOWER TRUCK	3019	1,200,000
5.	2015 FAST ATTACK	6472	350,000
6.	2012 INTERNATIONAL RESCUE	7728	180,000
7.	2017 SUTPHEN PUMPER	3074	500,000
8.	2024 E-1 TYPHOON PUMPER	TBD	1,000,000
9.	2022 BEARCAT	3839	340,589

PUBLIC ENTITY PARTNERS

Liability Premium Breakdown

QUOTATION ONLY

LA VERGNE, CITY OF

Policy #: PLI-0199-27 **Coverage Term: 07/01/2026-07/01/2027**

Errors-Omissions

			Net Premium
E+O Base Premium			326,523.35
Privacy Network Liability			22,420.62
Punitive Damages-EO			8,163.08
Total Errors-Omissions			**357,107**

Auto Liability

	# of Vehicles	Prem/Veh	Net Premium
Ambulance	0		0.00
PPT - Police	94	654.258	61,500.25
PPT	19	434.448	8,254.51
Light Trucks	57	309.458	17,639.11
Other Trucks	14	338.766	4,742.72
Utility Trucks	11	338.766	3,726.43
Fire Trucks	9	494.788	4,453.09
Antique Fire Trucks	0		0.00
Sanitation Trucks	0		0.00
Passenger Vans	0		0.00
Buses	0		0.00
Passenger Vans - Other	4	1,105.946	4,423.78
Buses - Other	0		0.00
Trailers	13	132.748	1,725.72
Motorcycles	2	156.022	312.04
Hired and Non-Owned Only	0		0.00
Uninsured Motorist	210	38.646	8,115.72
Total Auto Liability	**223**		**114,893**

Auto PD

	Values	Rate	Net Premium
Police / Ambulance Unscheduled	1,595,000	0.015959	25,454.60
Police / Ambulance Scheduled	340,589	0.015959	5,435.46
Fire Fighting Equipment-Unscheduled	300,000	0.008527	2,558.10
Fire Fighting Equipment-Scheduled	6,230,000	0.008527	53,123.21
Utility Equipment-Unscheduled	560,000	0.008527	4,775.12
Utility Equipment-Scheduled	970,000	0.008527	8,271.19
Total Other Values	4,453,000	0.008527	37,970.73
APD Catastrophe Coverage	0		0.00
Comprehensive Only	0		0.00
Total Auto PD	**14,448,589**		**137,588**

Grand Total: 806,738

PUBLIC ENTITY PARTNERS

Liability Premium Breakdown

QUOTATION ONLY

LA VERGNE, CITY OF

Policy #: PLI-0199-27 **Coverage Term: 07/01/2026-07/01/2027**

General Liability

			Net Premium
General Fund			20,822.02
Street Department			1,214.56
Sewer Department			271.88
Schools			0.00
Water Department			8,074.04
Electric Department			0.00
Sanitation Department			0.00
Gas Department			0.00
Fire Department			19,716.18
First Responders			16.84
EMTs			286.92
Paramedics			20.99
Parks & Recreation			4,453.45
Fireworks			0.00
Golf Courses			0.00
Swimming Pools			0.00
Water Slides			0.00
Batting Cages			0.00
Skateboarding Course			349.83
Organized Sports			0.00
Airport Liability			0.00
Unmanned Aerial Systems			1,814.84
Boats-Fire-Rescue			80.01

Total General Liability **57,122**

Law Enforcement

	Number of	Premium Per	Net Premium
Police Officers - Certified	71	1,774.779	126,009.31
Police Officers - Non-Certified	0		0.00
Aux/Reserve/Temp/P-T Officers	0		0.00
Jail-Certified	0		0.00
Jail - Non-Certified	0		0.00
Holding Areas	3	875.240	2,625.72
Enforcement Dogs	4	1,604.278	6,417.11
Drug or Search Dogs	0		0.00
Additional Programs	0		0.00
Punitive Damages-LE	0	0.055	4,975.77

Total Law Enforcement **140,028**

PUBLIC ENTITY PARTNERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

Policy Number: PWC-0218-27 **DECLARATIONS** **Ren/Rewrite of: PWC-0218-26**

ITEM 1. **INSURED**
LA VERGNE, CITY OF
5093 MURFREESBORO RD
LA VERGNE, TN 37086

AGENT
DIRECT
5093 MURFREESBORO RD
LA VERGNE, TN 37086

ITEM 2. **POLICY PERIOD: From 07/01/2026 to 07/01/2027 12:01 A.M. Standard Time at the Insured's Mailing Address**

ITEM 3A. **WORKERS COMPENSATION COVERAGE** Section One of the Policy applies to the Workers Compensation Law of the State of Tennessee

ITEM 3B. **EMPLOYERS LIABILITY COVERAGE** Section Two of the Policy applies to work in each state listed in Item 3A.

THE LIMITS OF OUR LIABILITY UNDER SECTION TWO ARE:

BODILY INJURY BY ACCIDENT	$ 1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$ 1,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	$ 1,000,000	EACH EMPLOYEE

ITEM 3C. **OTHER STATES COVERAGE** Section Three of the Policy applies to the states, if any, listed here. All States except ND, WA, WY, OH and those listed in 3A.

ITEM 4. **FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS**

WC Declarations 7-1-2022
WC Schedule 7-1-2015
Endorsement - Voluntary Compensation Medical 7-1-2020
Endorsement - Voluntary Compensation Accident 7-1-2020
Deductible Endorsement 7-1-2015
Workers Comp Coverage Policy 7-1-2022

QUOTATION ONLY

ITEM 5. In return for the payment of premium for each policy period and subject to all of the terms of the policy, the insurer agrees to provide you with the coverages reflected on this declaration page and attached schedule. Adjustment of the premium will be made annually by audit after the expiration of each policy period.

ITEM 5A. **PER OCCURRENCE DEDUCTIBLE:** $1,000

VOLUNTARY ACCIDENT WEEKLY BENEFIT: $ 450

ONE YEAR POLICY

Premium for this Policy Period

MANUAL PREMIUM	**$689,414**
INCREASED LIMITS FACTOR	**1.028**
EXPERIENCE MODIFICATION	**.863**
SCHEDULE MODIFICATION	**.730**
OTHER PREMIUM MODIFICATION	**.950**
DEDUCTIBLE/RETENTION FACTOR	**.900**
ONE YEAR POLICY FACTOR	**.980**
TN DRUG FREE WORKPLACE FACTOR	**.950**
COMBINED MODIFICATION FACTOR	**.5155**
TOTAL ESTIMATED POLICY PREMIUM	**$355,393**

WORKERS COMPENSATION SCHEDULE

INSURED: 5348 LA VERGNE, CITY OF

Policy Number: PWC-0218-27
Effective Date: 07/01/2026

WORKERS COMPENSATION COVERAGE CLASSIFICATION	CODE	# of Empl FT	# of Empl PT	ANNUAL PAYROLL	NET RATE	NET PREMIUM
Ambulance Service Drivers/Emergency Medical Service	7370	0	0	0	2.883	0.00
Animal Control	8831	0	0	0	2.258	0.00
Automobile Repair Shop	8380	3	0	192,920	2.307	4,450.66
Building/Maintenance	9015	8	1	450,996	2.542	11,464.32
Cemeteries	9220	0	0	0	2.795	0.00
City Managers/Administrative	8742	16	6	1,847,709	0.197	3,639.99
Clerical/Office	8810	75	0	4,804,838	0.072	3,459.48
Electric Distribution (excluding Clerical)	7539	0	0	0	2.073	0.00
Firefighters	7710	64	0	4,561,699	1.927	87,903.94
Garbage or Refuse Collection and Drivers (including Landfill)	9403	0	0	0	3.517	0.00
Gas Distribution (excluding Clerical)	7502	0	0	0	1.416	0.00
Housing Authority - Administrative	8742	0	0	0	0.278	0.00
Housing Authority - Building/Maintenance	9015	0	0	0	1.899	0.00
Housing Authority - Clerical	8810	0	0	0	0.099	0.00
Inspectors - Outside	9410	9	0	597,201	1.927	11,508.06
Parks and Recreation	9102	12	0	681,962	1.609	10,972.77
Police Officers (excluding Dispatchers)	7720	71	0	5,499,045	3.033	166,786.03
Public Library or Museum	8810	8	7	592,115	0.112	663.17
School (Bus Drivers)	7380	0	0	0	2.219	0.00
Schools (Professional Employees and Clerical)	8868	0	0	0	0.109	0.00
Schools (All Other)	9101	0	0	0	1.040	0.00
Sewage Disposal Plant Operation	7580	0	0	0	1.234	0.00
Sewer Cleaning/Maintenance	9402	9	0	523,120	1.944	10,169.45
Social Services	8742	0	0	0	0.658	0.00
Street Cleaning	9402	1	0	54,615	1.953	1,066.63
Street/Road Paving and Maintenance	5506	10	0	475,374	5.285	25,123.52
Waterworks (excluding Clerical)	7520	16	0	917,504	1.968	18,056.48
Welfare and Transit Bus Drivers	7382	0	0	0	3.848	0.00

VOLUNTARY COMPENSATION MEDICAL COVERAGE CLASSIFICATION	CODE	# of Empl FT	# of Empl PT	ANNUAL PAYROLL	NET RATE	NET PREMIUM
Volunteer Firefighters	7711	0	0	0	12.094	0.00
Auxiliary/Reserve Police Officers	7720	0	0	0	11.985	0.00
Volunteer Medical Providers	7370	0	0	0	13.831	0.00
Elected Officials	8742	0	5	0	3.526	17.63

VOLUNTARY COMPENSATION ACCIDENT COVERAGE CLASSIFICATION	CODE	# of Empl FT	# of Empl PT	ANNUAL PAYROLL	NET RATE	NET PREMIUM
Volunteer Firefighters	7711	0	0	0	104.131	0.00
Auxiliary/Reserve Police Officers	7720	0	0	0	82.996	0.00
Volunteer Medical Providers	7370	0	0	0	104.131	0.00
Elected Officials	8742	0	5	0	22.166	110.83
TOTALS		**302**	**19**	**21,199,098**		**355,393**

QUOTATION ONLY

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.D.	Approve the Annual Renewal and Hardware Maintenance Agreement with Local Government Corporation.		
Department:	Finance	**Presented By:**	Danielle Brown
Item Attachments:	1. Hardware Maintenance Agreement - Local Government Corporation 2. End User License Agreement - Local Government Corporation 3. 2026-2027 TN Annual Billing Memo - Local Government Corporation		

Purpose:

Approve the yearly Annual Renewal Agreement with Local Government Corporation for software.

Background:

The City of La Vergne utilizes Local Government Corporation software to support critical municipal functions, including financial management, utility billing, reporting, records management, and other administrative operations. Renewal of the software agreement will ensure continued access to the system, technical support, software updates, security enhancements, and vendor services necessary for uninterrupted operations.

The renewal is consistent with the City's ongoing technology needs and helps maintain efficient service delivery to residents and businesses while ensuring compliance with applicable reporting and recordkeeping requirements.

Financial Summary:

The renewal includes annual charges for software licensing, maintenance, support, hosting (if applicable), and related services in the amount of $63.556. Funding is available within the approved departmental operating budget.

Staff Recommendation:

Staff recommends approval of the software renewal and payment of the associated charges to maintain uninterrupted access to the City's local government software platform and support services.

Local Government Corporation

Hardware Maintenance Agreement

THIS AGREEMENT: made and entered into this 1st day of July 2026, by and between Local Government Corporation, a not-for-profit corporation duly organized and existing under the laws of the State of Tennessee, with its principal place of business located in Columbia, Tennessee, (hereinafter referred to as "LGC"), and the customer as stated in the acceptance section, a body politic and corporate existing under the laws of the State of TN.

TERM/CANCELLATION

(A). This agreement is effective as of the above date and it shall remain in effect for an initial term through the fiscal year ending June 30. After the initial term, this agreement shall continue in effect until termination, discontinuance, or cancellation of all service pursuant to the provisions herein.

(B). Upon thirty days prior written notice, either party may terminate this agreement in its entirety or for any part thereof.

(C). LGC may elect to cancel this agreement if the Customer, upon thirty days prior written notice, has failed to make payments due hereunder.

PRODUCT/SERVICE

(A). LGC shall provide preventive maintenance and remedial service to keep the product in, or restore the product to, good working order. This service shall be performed during the hours of 8:00 AM to 5:00 PM five days per week, Monday through Friday, excluding holidays. LGC shall determine the frequency and duration of preventative maintenance service based on the specific needs of the item.

(B). The Customer is responsible for the proper use, care, and cleaning of the product in accordance with the vendor's instructions. When the need arises for remedial service, the Customer shall notify LGC and allow LGC full and free access to the equipment.

(C). Service will include inspection, adjustment, and replacement of parts as deemed necessary by LGC. Parts, which will be either new or reconditioned to perform as new, will be furnished on an exchange basis and the exchanged part will be identical or equivalent in specification as viable to LGC. The replacement of parts, such as internal components of printers, is limited to failure of parts; but LGC shall not replace parts due to occurrence such as misuse, abuse, or mishandling of equipment.

(D). LGC shall not be obligated to provide service at any location other than the original installation site. If the Customer wishes to relocate products, it shall give timely prior notice to LGC, and relocation and resumption of service shall be subject to agreement between LGC and the Customer.

(E). Loan equipment or other means of back-up will be available to make certain critical work is not delayed.

CHARGES/PAYMENTS

(A). The Customer is liable for charges starting on the effective date. All initial agreement charges will be prorated to the end of the fiscal year (June 30).

(B). The base annual service charges do <u>not</u> include: (1) accessories and consumable supplies, (2) repair or replacement parts due to any cause external to products, neglect, improper use or misuse, damage by other attachments, fire, water, theft, vandalism, acts of God, (3) repainting or refinishing, (4) moving equipment or installing cables, (5) any service required by unauthorized alteration of product.

(C). Annual charges are subject to change annually with thirty days prior written notice. If LGC notifies the Customer of an increase in charges and the Customer does not discontinue service in writing, service shall continue at new rate.

(D). LGC will issue invoices stating charges and the Customer shall make payment within sixty days from the date of the invoice. Any charges that remain unpaid after sixty days will result in termination of support services until the outstanding balance is paid in full.

LIMITATIONS OF LIABILITY

(A). It is the responsibility of the Customer to ensure that all of its files are adequately duplicated and documented. LGC will not be responsible for the Customer's failure to do so, nor for the cost of reconstructing data stored on disks, tapes, memories, etc., lost during the course of performing service.

(B). LGC is not responsible for the removal of unwanted software from customer equipment. This includes, but is not limited to, viruses, spyware, malware, scareware, trojans, keyloggers, ransomware, rootkits, worms, botnets, adware, and other malicious software.

(C). LGC is not responsible for any cyberattacks, data breaches, hacking incidents, or other unauthorized access to the Customer's systems, networks, or data, whether direct or indirect. The Customer is solely responsible for implementing and maintaining appropriate cybersecurity measures.

(D). LGC is not responsible for failure to fulfill its obligations hereunder due to labor disputes, shortages of parts or materials, or any other causes beyond its reasonable control.

(E). LGC shall have the right to subcontract its obligations under this agreement.

(F). This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written.

PRODUCT

All hardware to be covered under this agreement shall be listed on the attached form. It is the Customer's responsibility to notify LGC anytime hardware is removed from service resulting in the need to discontinue coverage. LGC will prorate the annual fee for any removed items and will issue credit for the remainder of the fiscal year. No credit will be issued for the period prior to LGC's notification. LGC will be responsible for maintaining accurate records of the Customer's equipment based on information provided by the Customer.

ACCEPTED BY:

Local Government Corporation

Signed: _____

Bruce D. Collier, President

Date: 5/19/2026

Agency or Office: _____

Signed: _____

Title: _____

Date: _____

Revised 7/9/2024

END USER LICENSE AGREEMENT

Section 1. License

1.01 Scope. THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (REFERRED TO AS "YOU" OR THE "CUSTOMER") AND LOCAL GOVERNMENT CORPORATION ("LGC") GOVERNING YOUR USE OF THE SOFTWARE. "Software" is herein defined as any and all computer software and associated documentation owned and provided by LGC or made available by LGC to you, including, but not limited to, the object code versions of the product and software, the SQL database, and any other data and information (other than customer data provided by you), together with any updates, new releases or versions, modifications or enhancements and derivative works. Use of this Software shall also be subject to the terms and conditions of any Service Agreements or invoices with LGC to which you have already agreed or to which you agree hereafter.

1.02 Electronic Signature and Delivery. BY INSTALLING OR OTHERWISE USING THIS THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. By clicking "I AGREE" below, you will confirm your understanding, acceptance, and receipt of the EULA and its terms and conditions, and hereby acknowledge and demonstrate that you can access the EULA and the other electronic disclosures and information associated with this Software. To enable you to access, retain, and/or print the EULA for your records, please access the LGC website, www.lgc-tn.com. Login with your LGC website username and password. If you do not have a username, you must register on the website. Once you are logged in as a registered user, navigate to Support Options in order to print or download the PDF document. If you are unable to access, retain, and/or print the EULA for your records, you may contact LGC for a free paper copy of the EULA. IF YOU DO NOT AGREE WITH THE TERMS OF THIS EULA, DO NOT USE THE SOFTWARE AND SELECT "CANCEL" BELOW.

1.03 Grant. Subject to this EULA, LGC hereby grants you a non-exclusive, non-transferable, non-assignable, limited license to use this Software and any other intellectual property that may be provided to you in connection to this Software only for your internal business operations. This license shall immediately terminate upon termination of this EULA or customer's use or access to the Software.

1.04 Ownership. LGC is the sole and exclusive owner of the Software and any intellectual property rights related to the Software. Notwithstanding anything to the contrary contained herein or in any Service Agreement or invoice, except for the limited license rights expressly provided herein, LGC shall retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and all copies, modifications and derivative works thereof (including any changes designed, created, or produced alone or in combination with customer or that incorporate any of customer's ideas, feedback or suggestions). By consenting to this EULA, you also acknowledge that you are obtaining only a limited license right to this Software and that irrespective of any use of the words "purchase," "sale" or like terms hereunder, no ownership rights are being conveyed to you under this EULA or otherwise. Notwithstanding the foregoing, customer shall own only the underlying data provided by the customer.

1.05 Restrictions. Without LGC's prior written consent, you shall not or permit any third parties to:

(a) Use, copy, modify, rent, lease, sublease, sublicense, assign, or transfer this Software except as expressly provided in this EULA;

(b) Create any derivative works based on this Software;

(c) Reverse engineer, translate, disassemble, or decompile this Software (except to the extent applicable laws expressly restrict such restrictions);

(d) Use this Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby you operate or use the Software for the benefit of a third party;

(e) Provide third parties with access to or use of this Software;

(f) Remove any proprietary notices from the Software;

(g) Operate the Software in any way beyond the scope of the Software license or beyond the term of the EULA.

1.06 Customer's Responsibilities. You are responsible for any and all activity related to your account and the use of this Software pursuant to this EULA and any Services Agreements or invoices. You must (a) keep your passwords secure and confidential and must not share them with any unauthorized persons or third parties; (b) use commercially reasonable efforts to prevent unauthorized access to your account or to the Software, including limiting access to the Software only to employees who require access to do their jobs, requiring people with access to the Software to sign acknowledging their obligation to maintain the confidentiality of the Software, control access to the Software, and ensure that any departing employees return or destroy any confidential information related to the Software in their possession; (c) promptly notify LGC if you become aware of any unauthorized access or use of the Software or any violation of Section 1.05 of this EULA; and (d) use the Software only in accordance with this EULA and any Service Agreements or invoices with LGC.

Section 2. Website Customers

2.01 Domain Ownership – LGC personnel can assist the customer in the research and development of a domain name and can assist in the purchase and subscription of the name. However, it is the sole responsibility of the customer to procure and maintain the subscription of the domain name. The customer is responsible for keeping sufficient records to ensure that the domain name subscription is renewed before expiration.

2.02 Hosting Services – LGC provides hosting services to all customers that utilize LGC for their website services. LGC provides this through a reputable and secure hosting service. LGC maintains sufficient backup records and update records of any updates made to a customer website. Notwithstanding the foregoing, LGC shall not be responsible for any failures or losses caused by the hosting service.

2.03 Termination - If a web services customer terminates this service with LGC, LGC will provide the customer with the customer's content of customer's website (other than the Software) on a USB drive or via a download link. If the customer's domain name is registered by LGC through LGC's provider, the customer shall transfer the domain name to a third-party registrar of the customer's choice. If the customer is using LGC's provider for DNS (domain name services), the customer must transfer the service within 30 days after termination. LGC shall remove the customers DNS and content from LGC's provider's site after the 30-day period after termination.

Section 3. Term.

3.01 Initial Term. The term of this EULA shall be for one (1) year (herein, the "Initial Term") commencing upon your electronic signature.

3.02 Automatic Renewal. At the expiration of the Initial Term, this EULA will automatically renew for successive one (1) year periods unless a party provides the other party with written notice of its intent not to renew this EULA at least thirty (30) days prior to the expiration of the then-current term.

3.03 Termination by LGC**.** Notwithstanding Section 3.05, LGC may terminate this EULA for failure of customer to make timely payments due pursuant to the terms of the payment invoices.

3.04 Automatic Termination. Notwithstanding Section 3.05, this EULA shall terminate automatically in the event you violate Section 1.05 of this EULA.

3.05 Termination for Cause. If either party breaches any provision of this EULA or any Service Agreements or invoices and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this EULA by giving written notice thereof to the party in breach, which termination shall go into effect immediately upon receipt.

3.06 Non-Exclusive Remedy. Termination is not an exclusive remedy and the exercise by either party of any remedy under this EULA will be without prejudice to any other remedies it may have under this EULA, by law, or otherwise.

3.07 Action Upon Termination or Expiration. Upon any expiration or termination of this EULA, Licensee shall immediately cease any and all use of this Software. In addition, you shall provide LGC with the appropriate access to extract Software within five (5) days' notice from LGC at such time agreed upon in writing by the parties.

Section 4. Disclaimer of Warranties.

The Software is provided “AS IS,” and there are no warranties of any kind, expressed or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Section 5. Liability.

LGC's liability for any errors or omissions on its part shall be limited to actual damages incurred but under no circumstances, other than for criminal or fraudulent acts by LGC or any of its employees, shall exceed the charge for such service during the current calendar year. LGC SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS OR DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR DAMAGE, OR ANY OTHER COMMERICIAL DAMAGES OR LOSSES), EVEN IF LGC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Nothing in this EULA creates or will be understood to create any third-party beneficiaries. You acknowledge that LGC has no obligations to third parties, including Licensee's employees and any third-party agencies.

Section 6. Operating Requirements.

LGC may recommend preferred operating requirements for effective use of the Software. You are responsible for maintaining LGC's recommended operating requirements. LGC does not ensure the quality of the operation of the Software if you fail to maintain the operating requirements recommended by LGC.

Section 7. Injunctive Relief.

By consenting to this EULA, you hereby acknowledge that your breach of one or more of the provisions of this EULA could cause LGC to suffer irreparable harm. You further acknowledge that in the event of your breach of the terms of this EULA, LGC will not have an adequate remedy in money damages or other compensation. Therefore, LGC shall be entitled, without the requirement to post bond or other security, to immediately obtain an injunction, a temporary restraining order, or any other equitable relief from any court of competent jurisdiction to prevent such breach. LGC's right to obtain injunctive relief shall not limit its right to seek further remedies.

Section 8. Notices.

All notices required or permitted to be given under this EULA shall be sufficient if sent by certified mail, return receipt requested, to the address set forth below, if to LGC, or to the address in the Service Agreement or invoice, if to customer, or to such other addresses as the party to receive the notice has designated by written notice to the other party.

Attention: Finance Manager
Local Government Corporation, Corporate Office
714 Armstrong Lane
Columbia, TN 38401

Section 9. Governing Law; Consent to Jurisdiction.

This EULA, and any dispute arising from the relationship between the parties to this EULA, shall be governed by and construed in accordance with the laws of the State of Tennessee, excluding any laws that direct the application of another jurisdiction's laws. The parties agree that all actions, disputes, controversies, or proceedings relating to this EULA shall be tried and litigated exclusively in the State and Federal courts located in Maury County, Tennessee.

Section 10. Entire Contract.

This EULA and all other Service Agreements and invoices referred to in this EULA constitute the final, complete, and exclusive statement of the terms of the agreement between LGC and you pertaining to the subject matter of this EULA and supersedes all prior and contemporaneous understandings or agreements of the parties. This EULA may not be contradicted by evidence of any prior or contemporaneous statements or agreements.

Section 11. Waiver and Modification.

No modification, extension or waiver of or under this EULA shall be valid unless agreed upon in writing by the parties. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this EULA. The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

Section 12. Effective.

This EULA shall be effective upon your electronic signature.

CLICK "I AGREE" FOR YOUR SIGNATURE

As noted above in Section 1.02 (Electronic Signature and Delivery), by clicking "I AGREE," you will be signing this EULA with a binding electronic signature, and you acknowledge that you have read and understood this EULA's terms and conditions and agree to be bound by them.

MEMORANDUM

To: All LGC Customers
From: Bruce D. Collier, President
Date: June 1, 2026
Subject: Annual Support Invoice for 2026-2027

Please find enclosed an invoice for your annual support services from LGC. If you request any changes to services based on the Trial Invoice we sent earlier, they should be reflected on the enclosed Support Invoice.

Please review the invoice carefully and if you find any discrepancies, please notify our Finance Office in writing and they will send you a corrected invoice. Since this invoice represents the services, you expect us to provide, please only pay from the final, official invoice from our office. Please read the Terms and Conditions section for more information.

As always, it is our pleasure to serve you. Please be sure to check our website for news and be on the watch for notices from our Marketing Department about new products, features, and services that can be of use to you. If you collect revenue, you may want to take a specific look at our citiSen™ Portal. It does a lot more than take payments and update your records.

Thank you and God Bless.

INVOICE TERMS AND CONDITIONS

PAYMENT OF THIS INVOICE ACKNOWLEDGES THE ACCEPTANCE AND CONSENT OF THE TERMS AND CONDITIONS SET FORTH HEREIN. Payments for the services provided in this invoice are due within sixty (60) days of the due date on this invoice. LGC may terminate service for the Client's failure to make timely payments due pursuant to this invoice upon thirty (30) days prior written notice. Upon any expiration or termination of services, the Client shall cease any and all use of any Software. All notices required or permitted to be given to LGC shall be sufficient if sent by certified mail, return receipt requested, to as the party to receive the notice has designated by notice to the other party.

Attention: Finance Manager
LGC
714 Armstrong Lane
Columbia, TN 38401

The services are provided "AS IS" and there are no warranties, expressed, or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. LGC's liability for any errors or omissions on its part shall be limited to actual damages incurred but under no circumstances, other than for criminal or fraudulent acts by LGC or any of its employees, shall exceed the charge for such service during the calendar year. LGC SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) EVEN IF LGC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Client agrees that LGC has no obligations to third parties, including Client's employees and any third-party agencies. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement. The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

Local Government Corporation
714 Armstrong Lane
Columbia, Tennessee 38401
931-381-1155

Invoice	143496
Date	06/01/2026
Due Date	07/01/2026
Page	1

City of Lavergne
5093 Murfreesboro Road
Lavergne, TN 37086-2706

Purchase Order No.	Customer	Customer Number	Payment Term	Sales Order No.	Invoice Type
	City of Lavergne	35301	Net 30 days		Annual

Item No.	Description	Unit Price	Ext. Price
1	Online Payments - Utility Billing Standard 07/01/2026 - 06/30/2027	$1,520.00	$1,520.00
2	Nextgen-Utility Billing 07/01/2026 - 06/30/2027	$10,792.00	$10,792.00
3	LGC Business License 07/01/2026 - 06/30/2027	$5,928.00	$5,928.00
4	Nextgen Document Management Check-It 07/01/2026 - 06/30/2027	$2,736.00	$2,736.00
5	Nextgen-City Property Tax 07/01/2026 - 06/30/2027	$8,816.00	$8,816.00
6	Nextgen-General Ledger 07/01/2026 - 06/30/2027	$6,688.00	$6,688.00
7	LGC CTRIS 07/01/2026 - 06/30/2027	$8,664.00	$8,664.00
8	CTRIS -Ticket Importer 07/01/2026 - 06/30/2027	$2,888.00	$2,888.00
9	Nextgen-Purchasing 07/01/2026 - 06/30/2027	$5,168.00	$5,168.00
10	Nextgen-Fixed Assets 07/01/2026 - 06/30/2027	$5,776.00	$5,776.00
	Software Support Total		$58,976.00
11	LGC LGC SSD Backup - 250 S/N 12916 07/01/2026 - 06/30/2027	$300.00	$300.00
12	Motorola Bar Code Scanner with Stand - USB S/N 21158010554991 07/01/2026 - 06/30/2027	$65.00	$65.00
13	Epson Epson Validating Receipt Printer U675 (NETWORK) S/N EBUF040162 07/01/2026 - 06/30/2027	$240.00	$240.00
14	Epson Epson Validating Receipt Printer U675 (NETWORK) S/N EBUF040160 07/01/2026 - 06/30/2027	$240.00	$240.00
15	LGC LGC I Series SSD Server S/N 20220316 07/01/2026 - 06/30/2027	$525.00	$525.00
16	LGC LGC I Series SSD Server S/N 20180517 07/01/2026 - 06/30/2027	$525.00	$525.00

For questions concerning this invoice,
please contact: Finance@localgovcorp.com

THANK YOU FOR YOUR BUSINESS!

Local Government Corporation
714 Armstrong Lane
Columbia, Tennessee 38401
931-381-1155

Invoice	143496
Date	06/01/2026
Due Date	07/01/2026
Page	2

Purchase Order No.	Customer	Customer Number	Payment Term	Sales Order No.	Invoice Type
	City of Lavergne	35301	Net 30 days		Annual

Item No.	Description	Unit Price	Ext. Price
17	LGC LGC SSD Backup - 250 S/N 16432 07/01/2026 - 06/30/2027	$300.00	$300.00
18	LGC LGC One Backup S/N LAVERGNELGC 07/01/2026 - 06/30/2027	$650.00	$650.00
19	LGC LGC One Backup S/N LAVSQL 07/01/2026 - 06/30/2027	$650.00	$650.00
20	LGC LGC Nextgen Plus Server S/N 20251024 10/28/2026 - 06/30/2027	$390.00	$390.00
21	Epson Epson Validating Receipt Printer U675 (NETWORK) S/N EBUF040134 07/01/2026 - 06/30/2027	$240.00	$240.00
22	LGC LGC Nextgen Plus Server S/N 20251025 10/28/2026 - 06/30/2027	$390.00	$390.00
23	PAX PAX A80 Credit Card Reader S/N 1240087581 07/01/2026 - 06/30/2027	$65.00	$65.00
	Hardware Support Total		$4,580.00

Subtotal	$63,556.00
Tax	$0.00
Total	$63,556.00

Invoice Total **$63,556.00**

Account Total **$63,556.00**

For questions concerning this invoice,
please contact: Finance@localgovcorp.com
THANK YOU FOR YOUR BUSINESS!

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.E.	Approve Renewal with Target/Vector Solutions.		
Department:	Fire	**Presented By:**	Ronny Beasley
Item Attachments:	1. La Vergne Fire-Rescue (TN) Quote		

Purpose:
Renewal for the Fire Department's Vector//Target Solutions training software.

Background:
This is the final year of a three-year agreement with Vector/Target Solutions for fire department training software.

Financial Summary:
The financial impact will be $6,912.80 and is part of the 2026-27 budget.

Staff Recommendation:
The staff recommends approval of the quote and payment for Vector/Target Solutions.

Renewal Notice

VECTOR SOLUTIONS | TargetSolutions

Date Tuesday, June 3, 2025

Contract Name	Account Manager	Billing Frequency	Renewal Start Date
La Vergne Fire-Rescue (TN)	Luke Lutz	Annual	07-31-2025

Quantity	Product	Description	Unit Price	Total
1	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	$395.00	$395.00
68	Vector LMS, TargetSolutions Edition Premier Membership	City Users	$95.85	$6,517.80

Grand Total: **$6,912.80**

As a convenience to our customers, we are changing our billing policy effective December 1st, 2019 to send out bills 30 days in advance of your renewal.

This does not change the billing due date or the payment terms of your agreement.

Upon expiration of the Initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.F.	Approval of an Agreement with Vector Solutions for Evolutions Plus.		
Department:	Fire	**Presented By:**	Ronny Beasley
Item Attachments:	1. La Vergne Fire-Rescue (TN) EV+ Proposal 2026 (1)		

Purpose:
The fire department is seeking approval of an addendum to our current agreement with Vector Solutions for a performance-based evaluation application.

Background:
The fire department is seeking approval of a one-year agreement with Vector Solutions for the electronic application - Evolutions Plus. The application will allow the department to better track performance-based evolutions across multiple programs.

Financial Summary:
The agreement is for electronic software totaling $3,792.00.

Staff Recommendation:
Staff recommends approval of the proposed agreement.

Quote ID
Q-531650

Valid Until
Friday, July 31, 2026

Contact Name
Ryan Hsu

Schedule A – New Schedule

This Contract Revision Form is hereby added to the Client Agreement signed on **5/7/2024** between the Vector Solutions entity and the Client named below as of the Effective Date below. If the term of this Schedule extends beyond the Term of the Client Agreement, then the Client Agreement shall automatically continue in full force and effect beyond the stated Client Agreement Term for so long as any Schedule remains in force.

Date: Monday, June 8, 2026

Client Information

Client Name: La Vergne Fire-Rescue (TN)	
Address: 283 Old Nashville Highway La Vergne, TN 37086	
Primary Contact Name: Ronny Beasley	**Primary Contact Phone:** (615) 417-3404

Agreement Term

Effective Date: 07/31/2026	**Initial Term:** 12 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: La Vergne Fire-Rescue Accounts Payable			
Billing Address: 283 Old Nashville Highway La Vergne, Tennessee 37086	**Billing Phone:** (615) 496-7570		
Billing Email: acctpay@lavergnetn.gov	**PO#**:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Please note that this is not an invoice.

Annual Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
TSEVAL	Vector Evaluations+	Vector Evaluations+ for web and mobile	68	$44.00	$2,992.00

Annual Total: $2,992.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
EVALIMP	Vector Evaluations+ Implementation Investment	Implementation Investment for Vector Evaluations+ Platform	1	$800.00	$800.00

One-Time Total: $800.00

Total (including Annual and One-Time): $3,792.00

Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5% per year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd, Suite 300
Tampa, FIL 33609

La Vergne Fire-Rescue (TN)
283 Old Nashville Highway
La Vergne, TN 37086

By: _____

Printed Name:

_____

Title: _____

Date: _____

By: _____

Printed Name:

_____

Title: _____

Date: _____

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.G.	Approve Lease and Operating Agreement with Senior Citizens, Inc., dba FiftyForward for the La Vergne Senior Center for Fiscal Year 2026-2027.		
Department:	Parks & Recreation	**Presented By:**	David McGowen
Item Attachments:	1. FY 2026-2027 Lease Agreement		

Purpose:
This is an agreement with FiftyForward to provide management services for the La Vergne Senior Center.

Background:
This agreement between FiftyForward and the City of La Vergne shall be for twelve months, ending on June 30,2027. FiftyForward will provide management services and oversee the daily operations of the La Vergne Senior Center. Lessee shall implement and maintain a comprehensive risk management program. FiftyForward will procure and maintain a general liability insurance policy in the minimum amount of One Million Dollars per occurrence and Three Million Dollars in the aggregate, naming the City of La Vergne as an additional insured and loss payee.

Financial Summary:
FiftyForward will be paid a total of $310,655.00 in twelve (12) equal monthly installments. This is a budgeted expense.

Staff Recommendation:
Staff recommends approval.

LEASE AND OPERATING AGREEMENT

THIS AGREEMENT made and entered into on this _____,2026 ("Effective Date") by and between THE CITY OF LA VERGNE, a Tennessee municipal corporation, hereinafter referred to as "City", and SENIOR CITIZENS, INC. dba FIFTYFORWARD, a Tennessee non-profit corporation, hereinafter referred to as "Lessee".

W I T N E S S E T H

1. PREMISES: In consideration of the covenants by and between the parties, to be performed by them at the time and in the manner set forth herein City does hereby lease to the Lessee those certain premises hereinafter referred to as "the Premises", at, 337 Stones River Road, La Vergne, TN 37086, commonly known as the La Vergne Senior Center.

2. TERM: The term for which the premises are leased shall be for twelve months, commencing on July 1, 2026, and ending on June 30, 2027. This lease shall automatically renew and continue to renew for additional one-year periods. This lease may be terminated by either party upon ninety (90) days written notice.

3. RENTAL: In consideration of the material benefits derived by both parties, the City hereby agrees to provide the use of the premises at the cost of $1.00 per year, to be paid on or before the Effective Date. Receipt of which is hereby acknowledged.

4. USE, OCCUPANCY, AND PURPOSE: Lessee will use the premises to provide certain administrative, managerial, operational, and other services ("Services") to and for the benefit of City and the Senior Center, and Lessee wishes to be retained by City to provide the Services to, and for the benefit of the City and the Senior Center. Lessee will not use or occupy, or permit to be used or occupy the premises for any purposes or purpose in violation of law, local statutes, ordinances or regulations and Lessee will exempt, exonerate, and discharge City from all claims on account of any damage or injuries incurred by them by reason of Lessee's violation of any such laws, ordinances, or regulations.

5. MANAGEMENT SERVICES: During the Term of the Lease, Lessee shall manage and supervise the premises and the Senior Center including, without limitation, providing the Services as follows.

a. Lessee shall provide opportunities for older adults to stay vital and engaged as active members of the community they live in with a comprehensive range of health, wellness, educational, and recreational programs, as well as special events and trips. Lessee shall supervise the provision of services performed as the Senior Center. Lessee shall be responsible for ensuring that services provided at the senior center are in compliance with the standards set by the City and applicable law.

b. All employees of the Senior Center shall be the employee of the Lessee. Lessee shall designate one or more of its employees to serve as Lessee's primary liaison(s) with City and the Senior Center, and will ensure Lessee's provision of the Services in accord with the terms and provisions of this Agreement. Lessee shall be responsible for the filing of federal, state and local payroll returns and the deposit of all payroll and withholding taxes, and shall be responsible for disbursing payroll checks to the employees of the Senior Center on a timely and accurate basis.

c. Lessee shall maintain, develop as necessary, supervise and ensure the implementation of (i) all operating policies, procedures, systems and controls at the Senior Center, and (ii) all operating policy and procedure manuals necessary and appropriate for the Senior center's management and operation. Periodically and as necessary and appropriate, Lessee shall review the policies, procedures systems and controls of and at the Senior Center, and based on such review, make revisions or updates thereto. All operating policies shall be provided to the City for its review before implementation.

d. Lessee shall maintain the financial and accounting books and records, and the financial and accounting management systems, policies and procedures, of the Senior Center. Lessee shall maintain a system of financial controls, and maintain a general ledger and all subsidiary ledgers. Lessee will provide quarterly expense reporting to the City to include comparison of actual to budget for the quarter and year to date.

e. Periodically, but no less often than annually, Lessee shall prepare, and submit for City's approval, a Capital Budget for routine building and grounds

maintenance and repair. Upon City's approval of such budget, City shall supervise and implement the funded maintenance and repair program.

f. As instructed by, or with the permission of, City from time to time, Lessee may request City purchase on behalf of Lessee, items of equipment, furniture, fixtures and/or other capital improvements for the Senior Center. Lessee's requests will be considered by the City Administrator or the Board of Mayor and Aldermen as required by policy.

g. Lessee shall assist City in connection with any and all applications, surveys, audits, exit conferences, and other federal, state and local administrative proceedings, examinations or investigations related to the Senior Center. In addition, Lessee shall maintain compliance with applicable laws, including providing updates regarding changes in the law to the extent applicable to the Senior Center or its operation.

h. INSURANCE: Lessee shall implement and maintain a comprehensive risk management program, and shall, at its sole expense, procure and maintain and continue in force, a general liability insurance policy in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate, naming City as an additional insured and loss payee.

i. Lessee will provide City with schedule of all programs and applicable fees charged for additional services.

j. Lessee shall ensure that no license, certification, permit, right, franchise or privilege in connection with the Senior Center is allowed to lapse or be forfeited, so long as the same shall be necessary for the operation of the Senior Center, and shall procure the extension and/or renewal of all such licenses, certifications, permits, rights, franchises or privileges during the Term. Residents of the City of La Vergne will not be assessed a general membership fee; however, participation in specialized programs, classes,events, and day trips may require payment of a cost-related usage fee, such as art supply fees, admission fees, or other program-specific expenses. The Lessee reserves the right to assess membership fees and applicable program fees to individuals who are not residents of the City of La Vergne.

k. Lessee shall fully cooperate with the City in defending any and all claims and causes of action that result, directly or indirectly, from the activities of or at the Senior Center.

l. Lessee shall honor the membership status of La Vergne Senior Center members at all of their Middle Tennessee locations.

m. In the event the lessee is unable to provide the management services required to operate the Senior Center, this Lease shall be declared immediately cancelled and of no further force and effect.

6. MANAGEMENT FEES: As compensation for the Services provided by Lessee hereunder during the renewal term, Lessee shall be paid a total of Three Hundred Ten Thousand Six Hundred Fifty Five Dollars and No Cents ($310,655.00). City shall remit Management Fees to Lessee in twelve (12) equal monthly installments. Monthly installments are due without demand and to be received by Lessee by the 15th of the month beginning with the first month of the term. For all subsequent renewals, management fees will be paid in equal monthly installments due without demand by the 15th of the month beginning with the first month of the subsequent term. All payments to Lessee by City are to be made by electronic funds transfer. In any subsequent renewal period, compensation for the renewal term shall set pursuant to the City's approved budget for the then-current fiscal year. In any subsequent renewal period, Lessee shall provide City an Operating Budget and a Capital Budget for the renewal term. The Operating Budget and the Capital Budget shall be provided to the City by Lessee in sufficient time to be considered in the City's annual budget meeting which takes place on April 1 of each year. Lessee will have the opportunity to seek additional funding via grants, conduct fundraisers, and receive donations.

7. SUBLEASING: Lessee shall not have the right to assign this lease or sublease the premises in whole or in part during the term of this lease without prior written consent of City.

8. INSURANCE: Lessee will not do, suffer, or permit anything to be done in or on the premises that will increase the premiums on any fire policies placed by City, and in the event there is a violation of this paragraph by Lessee then Lessee agrees to pay the amount of increase in premiums caused by such violations upon demand.

9. UTILITIES: City agrees to promptly pay all bills and charges for utility services assessed or consumed in and within leased premises during the term of this lease. Lessee will be responsible for providing additional equipment required to support the use of internet at the Senior Center. Lessee anticipates additional equipment to include firewall, router, switches, wifi router, and IP telephones.
10. REPAIRS AND MAINTENANCE: City shall perform all routine maintenance to the premises including, but not limited to, repairs to the roof, exterior walls, plumbing, and electrical wiring. Lessee agrees to maintain the premises in a clean, sanitary condition and promptly alert City of any required maintenance, within two business days after such condition may arise.
11. TERMINATION AND SURRENDER: Lessee agrees that at the termination of this lease or any extensions, or any sooner legal termination thereof, to quit and surrender the premises hereby leased in as good order and condition as at the time of its acquisition, reasonable wear and tear, damage by casualty excepted.
12. LIABIITY: Lessee shall during the term of this lease, indemnify City and hold it harmless against any and all claims, suits or judgments for damages to person or persons, whether in the employment of Lessee or otherwise, or property, arising out of any cause or condition in connection with the premises and related to the Lessee's ownership or operation of the Senior Center.
13. FIRE AND OTHER CASUALTY: In case of partial damage by fire, explosion, tornado, or other casualty of the premises, or any part thereof, such damage shall be repaired by City with all reasonable dispatch.

    In the event the premises shall be substantially destroyed or damaged so as to render the premises completely untenable, this lease may be cancelled by option of either party by giving notice in writing to the other party within thirty (30) days of such destruction or damage to the premises. If neither party exercises its option to cancel this lease after destruction or damages, City shall, at its own expense, restore the premises to the condition immediately preceding such destruction or damage with all reasonable dispatch.

14. ALTERATIONS AND CONSTRUCTION: Lessee shall not make any repairs, replacements, additions, improvement, alterations or changes to the premises without prior written approval from City.
15. SURRENDER OF POSSESSION: Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender the leased premises to City in as good condition as when received by Lessee or as thereafter improved, reasonable use and wear and tear excepted.
16. REMOVAL OF PROPERTY: Lessee shall remove all of its moveable property and trade fixtures which can be removed without damage to the leased premises at the termination of this Lease either by expiration of term or other cause, and shall pay City any reasonable damages for injury to the leased premises resulting from such removal. If Lessee shall fail to remove any of its property of any nature whatsoever from the leased premises at the termination of this lease, City may remove and store such property without liability for loss or damage at the expense of Lessee. If Lessee shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, City may, at its option, sell or permit to be sold, any or all such property at public sale, in such manner and at such times and places as City, in its sole discretion, may deem proper without notice to Lessee, unless notice is required under applicable statutes and shall apply the proceeds of such sale; first, to the cost and expense of such sale, including reasonable attorney's fees actually incurred; second to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter became due to City from Lessee under any of the terms hereof; and fourth, the balance, if any, to Lessee. Lessee shall remain liable for any differences.
17. NOTICES: All notices, demands and requests contemplated hereunder by either Party to the other shall be in writing, and shall be deemed given when delivered by hand, or by nationally recognized overnight courier, or mailed, postage prepaid, registered, or certified mail return receipt requested:

To Lessee:
Senior Citizens, Inc.
c/o Chief Executive Officer

To City:
City of La Vergne
c/o City Administrator

18. ACCEPTANCE: Lessee accepts the leased premises in "as is" condition, subject to all laws and regulations without representation by City as to condition.
19. CAPTIONS AND HEADINGS: The captions and headings of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.
20. ATTORNEY'S FEES: Should City find it necessary to take legal action against Lessee for unpaid rent and/or the enforcement of any provisions or covenant of this lease, then, in that event, in addition to any other damages City shall be entitled to recover, City also shall be entitled to recover its reasonable attorney's fees and costs.
21. NON-DISCRIMINATION: Neither Lessee, nor anyone on its behalf, shall discriminate against anyone on the basis of race, color, religion, sex, marital status, or national origin.
22. GOVERNING LAW; VENUE: This Lease shall be construed and governed by the laws of the State of Tennessee. Lessee consents to personal jurisdiction in Tennessee. The venue for adjudication of any civil action regarding the terms or performance of this agreement shall be in the state courts of Rutherford County, Tennessee
23. WAIVER: Any waiver by City of any act, failure to act or breach on the part of the Lessee shall not constitute a waiver of any prior or subsequent act or breach.

IN WITNESS WHEREOF, the parties have executed this lease agreement on the day and date first written above.

LESSEE:
SENIOR CITIZENS, INC.

BY: _____
SALLIE HUSSEY, CEO

ATTEST:

BY: _____
TITLE:

CITY OF LA VERGNE

BY: _____
JASON COLE, MAYOR

ATTEST:

BY: _____
CITY RECODER

Sworn to and subscribed to before me, a Notary Public, this _____ day of _____, 2026, by_____, the _____ of Lessee and duly authorized to execute this instrument on Lessee's behalf.

_____
Notary Public

My Commission Expires: _____

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.H.	Approve Scope of Work and Professional Services Agreement with GetResQ911 for Police Department Dispatch Staffing Services.		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. getResQ911 Scope of Work -La Vergne Police TN-031326 - 2 contractors.docx		

Purpose:
Request to utilize one contract dispatcher to support operations of the emergency communications center. Due to employee turnover, the lack of qualified applicants and the amount of time it takes to interview, background and train a new dispatcher, we are experiencing staff shortages.

Background:
The nation has faced ongoing challenges with hiring qualified 911 dispatchers. There is significant competition in this region for qualified candidates. Emergency services positions, including 911 dispatchers, are often competing against other high-paying, lower-stress roles in the public and private sectors, making it harder to attract talent. The nature of the work exposes dispatchers to traumatic situations, which can lead to high levels of stress and mental health concerns. Recruitment efforts are hindered by the psychological resilience required for the job and the potential long-term impact on mental well-being. The high turnover rate within 911 dispatching roles exacerbates the challenge, as the emotional toll and work-life balance issues often lead to burnout. The job's stress, irregular hours, and demanding nature contribute to a lack of retention, making it harder to fill positions quickly and maintain adequate staffing levels. 911 dispatchers are typically required to meet stringent background check requirements, including criminal history checks and psychological evaluations, which can further narrow the pool of eligible candidates.

Currently the La Vergne Emergency Communication Center is at six full-time communication specialists (one of which is in training) and two contract communication specialists (contracts expire March 21, April 12 and May 9). I would like to utilize one new contract dispatcher and extend one of the current contractors. To provide seamless 24/7 double coverage with limited overtime, the communications center needs eight individuals. This does not account for sick leave or vacation time. Overtime in large amounts is not healthy for the wellbeing of the communication specialists, nor is it sustainable long term.

Financial Summary:
The total cost for one contract communication specialist will be $69,200.00 for the 26 week period.

Staff Recommendation:
Staff recommends approval.

Scope of Work

Agency Name: **La Vergne Police** Date: 02/09/26
Agency Address: 5093 Murfreesboro Rd, La Vergne, TN 37086
Agency Contact/Phone #: Erin Speck / 615-767-2212

Agency CAD System: Motorola Flex
Agency 911 Platform: Vesta 911
Agency Radio System:Motorola

Introduction:

getResQ911 LLC will provide the scope of work detailed below for work to be performed by 911 contractors. Details of the agreement, contract duration and associated costs are listed below.

Agreements

Client Responsibilities – include but not limited to the following:

- Day to day management of the Contractor will be the responsibility of the Client.
- Client agrees to provide on-boarding information at least two weeks prior to Contractor start date including the following:
    - Call taking, CAD Screen Images of Data Entry location.
    - Local call types
    - CAD codes/commands.
    - Radio codes
    - Agencies dispatched listing.
    - Appropriate SOP / Policy Documentation
    - Any additional on-boarding materials deemed necessary or encouraged to learn and understand.

- Adjustments to weekly hours and pay will be communicated in writing to the Company once agreed to by Client and Contractor.
- Adjustments to the weekly hours for each 911 Contractor will be coordinated monthly between Client and Company via a monthly schedule update.
- Union approvals, if required.
- Contractor pay including monthly housing will be paid electronically/ACH to the Company on a monthly basis on the first Wednesday of each month.

911 Contractor Responsibilities – includes but not limited to the following:

- Receive and process 911, non-emergency and administrative calls.
- Enter calls into the Client Computer Aided Dispatch (CAD) system as required by the Client.
- If authorized, leverage the National Law Enforcement Teletype System (NLETS) and the National Crime Information Center (NCIC) to perform required duties.
- Work to the best of their abilities to assimilate into the overall work environment and culture of the organization.

- Contractor agrees to provide two weeks' notice to Client for any work schedule change request.
- Contractor agrees to participate in additional background checks facilitated by the Client, if required.
- Contractor agrees to be or become compliant with the following certifications and training deemed required by the Client during the period of the contract. (check mark the appropriate certifications requested)
  - ☐ NCIC Certification
  - ☐ EMD, EFD
    - ☐ APCO
    - ☐ Priority Dispatch
    - ☐ Other _____
  - ☐ Other _____

Company Responsibilities – include but not limited to the following:

- getResQ911will provide Contractor resume's, verification of certifications and will provide a National and County Criminal and Credit background check if requested by the Client/Agency.
- getResQ911 and Client agrees to meet (virtually) every thirty days to review status of Contractor job performance and/or any challenges that need to be addressed.
- Logistics coordination with the 911 Contractor.
- Coordinate preboarding materials as outlined and agreed to in the Client Responsibilities section.
-

PAYMENT SCHEDULE

911 Contractor(s): 2

Name:_TBD Phone #: _____

Name:_TBD Phone #: _____

Start Date at Clients location: _____

Itemized Invoice: 6 Month Option

Item	Description	Hourly rate	Duration	# of contractors	Total
1	911 Contractor	$50	26 Weeks (13wks x 76 hrs x $50) + (13wks x 8 hrs x $75)	2	$114,400
2	Contractor Monthly Stipend	$2,000	6 months	2	$24,000
			Total Contract		$138,400

getResQ911 will invoice bi-weekly actual regular hours and overtime hours, if applicable. Monthly housing allowance will be invoiced on the last invoice of the month for the following month housing.

Initial payment, including 1st month pay and housing per contractor, will be credited on the last month of the contract.

The first month's housing allowance will be charged in full, regardless of the start date.

Any work assignments over and above call taking and/or dispatching assigned to getResQ911 Subcontractors need to be agreed to by getResQ911 and may include an hourly pay increase.

Overtime and Holiday will be paid at $75/hr rate and overtime hours include any hours over 40 hours per week.

Holiday's are based on the standard Federal Holidays.

Holiday Schedule:

- Thursday, January 01 - New Year's Day
- Monday, January 19 - Birthday of Martin Luther King, Jr.
- Monday, February 16 * - Washington's Birthday
- Monday, May 25 - Memorial Day
- Friday, June 19 - Juneteenth National Independence Day
- Friday, July 03 ** - Independence Day
- Monday, September 07 - Labor Day
- Monday, October 12 - Columbus Day
- Wednesday, November 11 - Veterans Day
- Thursday, November 26 - Thanksgiving Day
- Friday, December 25 - Christmas Day

AUTHORIZING SIGNATURES

Client Signature _____
Client Name _____
Client Title _____
Date _____

getResQ911 Signature _____
getResQ911 Name_____
Date _____

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.I.	Approve a Professional Services Agreement with TTL, Inc. for Inspection and Testing Services for Public Works and Community Development Building - Phase Two.		
Department:	Engineering	**Presented By:**	Gary Lide
Item Attachments:	1. PSA - TTL, Inc. for Award Inspection and Testing Services Contract for CDS Building - Phase 2		

Purpose:
The Public Works and Community Development Building--Phase Two Contract requires that the City hire the Inspection and Testing consultant directly. This contract is for those services.

Background:
This is a professional services contract, so it is awarded based on qualifications rather than price. This work was awarded as a sole-source based on the fact that TTL, Inc. did the inspection and testing services for the original building and maintains the background files.

Financial Summary:
This is a time and materials contract. The maximum ceiling before requiring contract modification is set at $50,000.

Staff Recommendation:
Staff recommends approval.

City of La Vergne Tennessee
Professional Services Agreement

Section 1 - Scope

1.01 Overview

A. Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as **'Structural Inspection and Testing Services for the City of La Vergne Public Works and Community Development Services Facility-Phase Two**'.

Section 2 - Compensation

2.01 Not to Exceed

A. The total contract amount shall not exceed $50,000 without a modification to this agreement approved by the City of La Vergne Board of Mayor and Aldermen (BOMA) per Section 2.03.

2.02- Basis of Compensation

A. Consultant shall be compensated for work performed on an hourly basis, at the rates shown in consultant's fee schedule, attached to this document as exhibit "B".
B. Consultant shall be compensated for material expenses such as printing, travel, etc. at the rates shown in the consultant's fee schedule, attached to this document as exhibit "B".
C. Despite referencing the fee schedule no payment beyond the amount shown in Section 2.01.A will be authorized without an approved change order from the City.
D. Consultant is responsible for all compensation to sub-contracted firms and individuals, according to the scope of services and fee schedules shown in exhibits "A" and "B" respectively.

2.03- Change Orders

A. The not to exceed price may only be modified by a change order approved by the City.
B. Consultant must notify the City immediately when total value of work and materials performed passes 50% of the total contract amount shown in Section 2.01 of this document. Back-up documentation must be provided for any portions of those costs which are not part of a previously-approved invoice. The City will then have time to modify the contract as necessary to meet estimated project requirements.

C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.
E. The City is not obligated to accept change orders and services provided outside the scope of the Contract and previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

A. Within 14 calendar days of receiving the Contractors Construction Project Schedule, Consultant shall provide to the City a schedule of the services to be performed coordinated with that schedule
B. The Contract duration is anticipated to be a maximum of 320 calendar days.
C. Contract duration shall begin on the commencement date provided within the notice to proceed which will be issued by the City to the consultant
D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there is no change in the contract amount shown in Section 2.01 and any executed modifications. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
B. Services provided prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
C. Invoices will include the following:
    1. Project Name
    2. Name, address, contact number, and email for consultant
    3. Not to exceed amount, adjusted for change orders
    4. Cumulative paid
    5. Current Billing

6. Accounting of work and materials provided based on rate schedule in exhibit "B"
7. Invoice date
8. Signature block for Consultant project manager
9. Signature block for City project manager
10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.02- Payment

A. City will pay approved invoices within thirty (30) days of receipt
B. Invoices more than 30 days past due may have finance fee of 1% applied, fee must be included on new invoice documenting past due status, and fee will not count against the not to exceed amount shown in 2.01.A.
C. Payment for services/materials rendered does not constitute complete acceptance of work performed, only acknowledgement that work was performed on the City's behalf
D. If City fails to pay within sixty (60) days of invoice receipt the Consultant may suspend services until past due balances are paid
E. Payment will not be subject to discount unless approved by both the City and the Consultant

4.03 Disputed Invoices

A. If for any reason the City disputes an invoice, the City will notify the Consultant within fourteen (14) calendar days by email or letter stating the disputed items and amounts
B. The City will pay non-disputed invoiced amounts in accordance with section 4.03

Section 5 - Consultants Responsibilities

5.01- Standard of Care

A. Consultant will provide services in accordance with established precedent, procedure, and professional judgment in accordance with the standard of care and skill exercised by their profession
B. Consultant will act in a professional manner while undertaking work upon the city's behalf
C. Consultant will communicate frankly and honestly with City staff and elected officials
D. Consultant will not hold the City responsible for the technical accuracy of Consultant deliverable, Consultant will correct deficiencies in technical accuracy without additional compensation

5.02- Work by Others

A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and deliverables
B. Consultant may rely upon the services performed by others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

A. Consultant will comply with applicable local, state, and federal laws in regards to the performance of this Agreement
B. Consultant will comply with any and all policies, procedures, and instructions from the City that are applicable to the consultants performance under this agreement to the extent that compliance does not violate the standard of care, any local, state, or federal law, and the standards of professional practice

Section 6- City's Responsibilities

6.01-Project Manager

A. City will provide a project manager whom will act as the City's representative in regards to the Agreement. This project manager will be the City Engineer.
B. The City project manager will assist in scheduling required meetings with staff and elected officials
C. The City project manager will establish lines of communication between the consultant and the construction general contractor for the purpose of coordinating minimum 24-hour advance notice for inspections and testing
D. The City project manager will review invoices, project submittals, and provide timely feedback
E. The City project manager will work with the Consultant to arrange access necessary for the advancement of work, such as site visits, city databases, and records to which the city has existing arrangements to utilize

6.02- Information

A. City will furnish any reasonably available information regarding the services provided in a timely manner when requested by the Consultant
B. City will provide any policies, procedures, design requirements, or instructions necessary for the work in a timely manner

6.03- Compliance

A. City will comply with applicable local, state, and federal laws and regulations

Section 7- Work Products

7.01- Deliverables

A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City

B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels

C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

A. Consultant will maintain insurance coverage with the following minimum limits

1. Commercial General Liability with standard ISO coverage, two million dollars ($2,000,000) aggregate and one million dollars ($1,000,000) per occurrence
2. Automobile Liability Insurance with standard ISO coverage and combined single limits of one million dollars ($1,000,000)
3. Worker's Compensation Insurance with limits as required by statute and Employer's Liability insurance with limits of one million dollars ($1,000,000) per employee for bodily injury by accident, one million dollars ($1,000,000) per employee for bodily injury by disease, and one million dollars ($1,000,000) policy limit for disease
4. Professional Liability Insurance covering consultants negligent acts, errors, or omissions in performance of professional services with available limits of two million dollars ($2,000,000) per claim and annual aggregate

8.02- Proof of Coverage

A. Consultant will provide certificate(s) of insurance attached to this Agreement as exhibit "C" showing policy limits as described in 8.01.A of this Agreement

8.03- Coverage of the City

A. Consultant will have the City endorsed as an additional insured party to the Consultants commercial general liability policy, which shall be primary and noncontributory

Section 9- Indemnification

9.01- Consultant Obligation

A. Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by Consultants negligent act, error, or omission in their performance of professional services and the scope included in exhibit "A" of this agreement

Section 10- Termination and Suspension

10.01- Suspension

A. The city may suspend the work specified in this Agreement for up to ninety (90) days upon providing 14 calendar day notice to the Consultant
B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

10.02- Termination for Cause

A. Either the City or the Consultant may terminate the Agreement for cause with thirty (30) days written notice in the event of substantial failure by either party to perform in accordance with the terms of the Agreement through no fault of the terminating party
B. The City may terminate the Agreement for cause with seven (7) days notice in the event that the Consultant has performed an illegal, unethical, or negligent act that significantly impacts the ability of the City and Consultant to continue work together in good faith

10.03- Termination for convenience

A. The City may unilaterally terminate the Agreement with or without cause with thirty (30) days notice

10.04- Payment following termination

A. Necessary work to demobilize, consolidate, summarize, or deliver project deliverables following termination may be invoiced to the City
B. All work previously completed in accordance with the scope shown in exhibit "A" or under an approved change order may be invoiced and will paid pursuant to section 4.03
C. The final invoice following termination, hereinafter referred to as the "termination invoice" shall be provided no later than forty five (45) days following receipt of the termination notice by either party
D. The termination invoice shall follow the rate schedule shown in exhibit "B"

Section 11- Controlling Law

11.01- Controlling Law

A. This agreement is to be governed by the Laws and Regulations of the state of Tennessee
B. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement shall be brought in Rutherford County, Tennessee.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

A. Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent

12.01- Binding Effect

A. City and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of both parties are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assignees) of such other party, in respect of all covenants, agreements, and obligations of this Agreement

12.02- Severability

A. If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this agreement shall remain in full force and effect to the greatest extent possible and all remaining sections or provisions construed so that they are as consistent with both parties' intents as possible

Section 13- Dispute Resolution

13.01- Notice of Dispute

A. Notice of a dispute will be provided in a formal letter or email
B. Notice of Dispute by the City will be delivered by the City project manager to the City's main point of contact with the Consultant
C. Notice of Dispute by the Consultant will be delivered to the City project manager

13.02- Methods of Dispute Resolution

A. The City and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of written notice of dispute
B. If the City and Consultant fail to resolve the dispute through negotiation both parties agree to enter into non-binding meditation with a neutral third party mediator that shall be mutually agreed upon
C. If mediation fails to resolve the dispute, or a mutually agreeable mediator cannot be found, the matter shall be decided by arbitration in accordance with the American Arbitration Association. A panel of three arbitrators shall be required for any dispute in which the amount in controversy exceeds $250,000. The decision rendered by the arbitrator(s) shall be final. Fee for the cost of arbitration shall be shared equally by both parties

Section 14- Force Majeure

14.01- Force Majeure

A. Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 15- Entire Agreement and Amendment

15.01- Entire Agreement

A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements

15.02- Amendment

A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.

_____	_____
City of La Vergne	TTL, Inc.
By: Jason Cole	By: Patrick W. Gupton
Mayor	Title: Executive VP

EXHIBIT A

SCOPE OF SERVICES

The scope of services for this work is defined in the following documents:

A. City of La Vergne Public Works and Community Development Services Facility Build-Out of Area 'E', (dated 20 April 2026)

Table: Owner-Provided Testing & Inspection Services

Category / Spec Section	Description of Owner-Provided Service
Geotechnical & Earthwork Testing	Soil compaction tests, moisture content verification, grading checks, fill placement verification performed by Owner-engaged testing agency
Dewatering (312319)	Field quality-control observations and benchmark surveys provided by Owner's testing agency
Asphalt Paving (321216)	Field density tests, core sampling, asphalt mix tests performed by independent agency engaged by Owner
Concrete Paving (321313)	Preconstruction concrete testing, slump tests, air content tests, compressive strength tests via Owner-provided testing agency
Soil Preparation (329115)	Soil compaction testing (ASTM D698) and verification of prepared subgrades by Owner testing agency

FIELD AND TESTING REPORTS

- Field and testing reports will be issued for each site visit.
- All field reports and test results will be reviewed by the consultant project manager before these documents are issued as final documents.
- The consultant project manager will be available for consultation upon City request.
- The actual scope of services may only vary from the scope of services defined herein with written approval from the City and the Architect.
- Consultant representatives will notify the City, the Architect, and the Contractor immediately of any portions of the work is observed to not meet the project specifications.

PROJECT DOCUMENTS

The following documents will be provided to the Consultant by the City:

- Full construction documents (plans, specifications)

PROJECT SCHEDULING

A Consultant representative will be on-site on a periodic (as-needed) basis, depending on the activity.

Consultant on-site representative(s) or project manager will be available to communicate with the City of La Vergne's project manager or designated representative to discuss construction schedules.

Scheduling of Consultant's activities will be the sole responsibility of the Contractor. At least 24 hours' notice will be provided to assist with scheduling consultant inspection and testing services for periodic observations.

ASSUMPTIONS AND EXCLUSIONS (ACCEPTED BY CITY)

Blast Monitoring / Observations is excluded

It is understood that testing is a sampling of the construction materials and does not guarantee the quality of the entire work product.

It is understood that the Consultant does not have the authority to stop the contractor's work unless they directly observe activities that they believe pose imminent health and safety hazards to the workers or the public.

It is understood that the Consultant is not the Special Inspector for the entire project, and Consultant's services and reports will not address the special inspections of architectural, mechanical, electrical, plumbing, or other systems if any are required.

It is understood that the Consultant is not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

EXHIBIT B

CONSULTANT FEE SCHEDULE

624 Grassmere Park, Ste. 14
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Schedule of Fees (Labor)

Project Technician IV	$ 78.00 / hr
Senior Project Technician II	$ 107.00 / hr
Project Manager IV	$ 196.00 / hr
Senior Project Professional II	$ 249.00 / hr
Project Administrator I	$ 76.00 / hr
Principal I	$ 295.00 / hr

Technician rates to be multiplied by 1.3 for time in excess of 8 hours per day, and all hours on Saturdays, Sundays, and Holidays.

Travel (Portal to Portal)	$ 0.80 / mile
Direct Expenses	Cost + 15%

624 Grassmere Park, Ste. 14
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Schedule of Fees (Laboratory)

Soils:

01. Field Density Testing by Nuclear Methods (Daily Equipment Charge) ..... $65.00 / daily
02. Natural Moisture Content (ASTM D2216) ..... $8.00 / test
03. Atterberg Limits (ASTM D4318) ..... $105.00 / test
04. Material in Soils Finer than the No. 200 Sieve by Washing (ASTM D1140) ..... $80.00 / test
05. Grain Size, Sieve Analysis, with hydrometer (ASTM D7928) ..... $250.00 / test
06. Grain Size, Sieve Analysis, without hydrometer (ASTM D6913) ..... $105.00 / test
07. Moisture-Density Curve (Requires Atterberg Limits Not Included in Test Fee)
    a. Standard Proctor (ASTM D698) ..... $175.00 / test
    b. Modified Proctor (ASTM D1557) ..... $195.00 / test
    c. One Point ..... $85.00 / test
08. Laboratory CBR (ASTM D1883)
    a. In-situ ..... $325.00 / test
    b. Remolded (Not Including Proctor) ..... $450.00 / test
09. Unconfined Compression Test:
    a. Soil Specimen (Undisturbed) (ASTM D2166) ..... $185.00 / test
10. One-Dimensional Consolidation Test (1/4 to 16-ton loading) (ASTM D2435)
    (Add $40.00 for each unload-reload cycle)
    a. Undisturbed Sample ..... $750.00 / test
    b. Remolded Sample (Proctor Not Included) ..... $800.00 / test
11. Hydraulic Conductivity (Permeability), Flexible Wall/Backpressure (ASTM D5084) ..... $475.00 / test

Rock:

01. Unconfined Compression Test of Rock Core Specimen (BX or NX), (ASTM D7012) ..... $225.00 / test
02. Splitting Tensile Strength of Rock (Axial) ..... $ 950.00 / test

Concrete:

01. Curing & Compression Testing of Concrete (Made by TTL) ..... $18.00 / each
02. Curing & Compression Testing of Concrete (Made by Others) ..... $32.00 / each
03. Flexural Strength of Concrete Beams (ASTM C78) ..... $55.00 / each
04. Sawing, Curing, Capping and Breaking Thin-Wall Concrete Cores (ASTM C42) ..... $70.00 / each
05. Floor Flatness / Floor Levelness Testing (ASTM E1155) ..... $0.09 / sq. ft.
06. Windsor Probe Testing (ASTM C803) ..... $145.00 / test
07. Monotonic Tension Test (ASTM A1034) ..... $175.00 / test

Aggregates:

01. Specific Gravity and Absorption, Coarse Aggregate (ASTM C127) ..... $95.00 / test
02. Specific Gravity and Absorption, Fine Aggregate (ASTM C128) ..... $95.00 / test
03. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136) ..... $125.00 / test
04. Soundness of Aggregates, Sodium or Magnesium Sulfate (ASTM C88)
    a. Five Cycles ..... $525.00 / test
    b. Bulk Sample Preparation ..... $40.00 / each

Asphalt:

01. Marshall Mix Design (KM 64-411-90) ..... $685.00 / each
02. Gradation & Asphalt Content (Extraction) (ASTM D 2172) ..... $290.00 / each
03. Unit Weight & Thickness (ASTM D 3549) ..... $32.00 / each
04. Maximum Theoretical Density (ASTM D 2041) ..... $95.00 / each

624 Grassmere Park, Ste. 14
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Masonry & Mortar:

01. Absorption and As-Received Moisture, Masonry Block Units, Set of 3 (ASTM C 90).....$250.00 / each
02. Curing & Compression Testing of Grout or Mortar (ASTM C 109).....$30.00 / each
03. Compression Test, Masonry Block Units, Set of 3 (ASTM C 90).....$200.00 / each
04. Equivalent Thickness Masonry Block Unit, Set of 3 (ASTM C 90).....$125.00 / each

Specialty Testing:

Based on our experience and network of contacts, we can provide or develop most specialty tests on an individual basis as requested.

EXHIBIT C

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Mitchell Walck **PHONE (A/C, No, Ext):** 470.582.9324 **FAX (A/C, No):** 470.582.9324 **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED TTLINC TTL, Inc. 3516 Greensboro Ave Tuscaloosa, AL 35401	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Charter Oak Fire Insurance Company — 25615 **INSURER B :** Travelers Property Casualty Co of Amer — 25674 **INSURER C :** Scottsdale Insurance Company — 41297 **INSURER D :** AL Workers Comp Self Ins Fund (AlaCOMP) **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 948657379 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			P6304X460787	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DRONE LIABILITY	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ Included
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			8104X118527	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			CUP4X374314	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB4X119259 P100608AL2026	1/1/2026 1/1/2026	1/1/2027 1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			VRS0008581	1/1/2026	1/1/2027	Claim Limit Claims Agg Limit	6,000,000 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Structural Inspection and Testing Services for the City of La Vergne Public Works and Community Development Services Facility-Phase Two.
City of La Vergne is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.
The above referenced liability policies are primary & non-contributory where required by written contract.

CERTIFICATE HOLDER

City of La Vergne
5093 Murfreesboro Road
La Vergne TN 37086

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Bradford

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624 Grassmere Park, Ste. 14
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

June 12, 2026

Mr. Gary Lide, PE
Director of Engineering
City of La Vergne
1500 E Nir Shreibman Boulevard
La Vergne, Tennessee 37086

RE: Proposal for Construction Materials Testing, Special Inspections, and Survey Services
Public Works and Community Development Services Facility Phase II
1500 E Nir Shreibman Boulevard
La Vergne, Tennessee 37130
TTL Proposal No. 0002608001649.00

Dear Mr. Lide:

We appreciate having the opportunity to provide materials engineering and testing services and special inspections during the Phase II construction of the Public Works and Community Development Services (PWCDS) Facility located in La Vergne, Tennessee. This proposal contains our understanding of the project, the proposed scope of services, and fee and scheduling information.

PROJECT INFORMATION

We understand the planned project (related to our proposed scope of services) consists of exterior construction in the form of two parking lots, a wheel wash station, a three sided shed, grading for a future park, and sidewalk additions. The parking lots, wash station, shed, and park grading will be constructed west of the recently constructed PWCDS Facility, and the sidewalk construction will be south of the facility.

Project information was obtained from the following documents provided by you and available on the City of La Vergne bid posting website (ITB 2026-02):

- ProjMan City of LaVergne PubWrk and CommDevServ Facility Ph2.pdf
- ITB 2026-02 - Addendum 02 - Geotechnical Report_LaVergne Public Works Development Services Facility.pdf
- LaVergne Phase II - Final CD Bid Set Dwgs 042026.pdf
- ITB 2026-02 - Addendum 04 - Answers to QuestionsREV01_20260609163039830l.pdf

The project Civil Drawings were prepared by Civil & Environmental Consultants with an issue date of April 20, 2026. The Project Manual was prepared by Lambe + Associates, LLC with an issue date of April 20, 2026. The Geotechnical Engineering Report was prepared by ECS Southeast, LLC with an issue date of May 20, 2026. We were not provided with a construction schedule, and request that these documents and any updated project documents mentioned above be provided prior to the start of the project so that we may revise our scope and cost estimate, if necessary.

PROPOSED SCOPE OF SERVICES

PHASE 0100: Construction Materials Testing and Special Inspections

Based on the provided information and our experience on similar projects, we propose to provide the following services during construction:

Earthwork Construction / Foundation Construction:

- Observe proofrolling of initial subgrade prior to fill placement activities.
- Observe and test fill placement and compaction activities and measure compaction efforts with a proofroll and/or a nuclear density gauge.
- Perform laboratory standard Proctor compaction testing, moisture content testing, and other laboratory tests as requested for materials used as fill.
- Observe and test the bearing capacity of spread footings, continuous spread footings, turned down slab edges, and mat foundations in general accordance with the project drawings and specifications, if applicable.
- Observe proofrolling and perform density testing of mineral aggregate base course materials and asphalt pavement layers, if requested.
- Obtain asphalt cores upon field density testing for laboratory asphalt testing.
- Obtain samples from the asphalt batch plant for laboratory asphalt testing, if applicable.
- Make test specimens and perform field tests on plastic concrete for concrete pavements, if applicable. Tests will include slump, air content, unit weight, and temperature. We will cast five test cylinders (4 in. x 8 in.) for every 75 cubic yards of concrete placed per day (assumed), with at least one set per placement.
- Field curing of the concrete samples will be performed on-site for the first 24 to 48 hours in a contractor-provided curing space meeting ASTM C31 requirements. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and future compressive strength testing.

We will issue field and testing reports for each site visit. Our project manager will review the field reports and test results before these documents are issued as final documents and will also be available for consultation at your request. The actual scope of services may vary from the proposed scope of services based on the project schedule, budget constraints, and other issues that we do not control. Please keep in mind that our testing is a sampling of the construction materials and does not guarantee the quality of the entire work product. Our representatives will notify you and the contractor of any portions of the work we observe which do not meet the project specifications. We do not have the authority to stop the contractor's work.

If required by the Building Official, we will issue a final special inspection report stamped by a licensed professional engineer at job completion. Our special inspection services are limited to those aspects of the Statement of Structural Special Inspections that are assigned to us (currently not provided). We are not the Special Inspector for the entire project, and our services and reports will not address the special inspections of architectural, mechanical, electrical, plumbing, or other systems if any are required.

We will need to be provided copies of the full construction documents (plans, specifications, and submittals related to Special Inspections), at the beginning of the project. As project conditions change or are modified by Requests for Information (RFIs), we will need to be copied on the RFIs and responses.

Phase 0200: Survey Services

Prior to construction, TTL shall set benchmarks in the requested areas with a 18"x ½" rebar driven into the ground flush with the surface. Benchmark data shall be provided with a Northing, Easting, and Elevation tied to the project datum. At any point during the duration of the project, the City of La Vergne shall request TTL to provide updated Northing, Easting, Elevation data for any requested benchmarks, at a duration and timing to be provided by the City of La Vergne.

Additionally, we are not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

DETAILED WORK PLAN

TTL understands the complexity of this project. We have assembled a core team to keep the project on schedule. Our Field Technicians and/or Special Inspectors will be on-site on a part-time (periodic) and/or a full-time (continuous) basis, depending on the activity. Our field personnel and Construction Services Project Manager will regularly communicate with the design team and contractor to verify that the appropriate inspections are performed and thoroughly documented. Inspections and tests that do not meet the intent of the plans and specifications will be reported in a timely manner to the contractor(s) so remedial work can be performed. If remedial work is not performed or continues to fail inspections or testing, the design team and contractor(s) will be alerted to the deficient work so a proper course of action may be implemented. These actions may include a detailed evaluation from the structural engineer for acceptability as-is or alternative inspection techniques, as required. It will be imperative to engage all parties early to prevent costly re-work, minimize destructive testing, and/or highly specialized and costly testing procedures. Our team's web-based reporting platform, Metafield, will be a key to timely communication with the project team.

OUR TEAM

Our team has certified inspection personnel for soils and foundations, cast-in-place concrete, post-tension concrete, structural steel, and masonry. Our representatives are thoroughly trained utilizing both internal and industrial leading training programs. We understand the importance of having the right field professionals assigned to the project to ensure inspections are being performed in accordance with the project plans and specifications. TTL's Nashville office maintains a full-service laboratory that is CCRL, AASHTO, and USACE accredited to perform industry standardized tests of construction materials including soils, aggregates, asphalt, and concrete.

TTL's Special Inspectors are American Concrete Institute (ACI), Post-Tension Institute (PTI), International Code Council (ICC), and American Welding Society (AWS) certified having the following certifications, Concrete Field Testing – Level 1, Post Tension Inspector Level 1 and 2, Reinforced Concrete Special Inspector, Soils Special Inspector, Structural Masonry Special Inspector, Structural Steel and Bolting Special Inspector, Structural Welding Inspector, and Certified Welding Inspector (CWI).

SCHEDULING

A TTL representative will be on-site on a full-time (continuous) and part-time (periodic) basis, depending on the activity. Our on-site representative(s) or Project Manager will be available to communicate with the contractor's Project Manager or designated representative to discuss construction schedules. Scheduling of our activities will be the sole responsibility of the contractor. We require at least 24 hours' notice to assist with scheduling our services for periodic observations.

COMPENSATION

Based on our understanding of the site-specific needs and the scope of work described within this proposal, we propose to provide our services on a time-and-materials basis in accordance with the appended schedule of fees. Technician rates will be multiplied by 1.3 for time in excess of 8 hours per day, time worked between the hours of 6:00PM and 6:00AM, and all hours on Sundays and Holidays. We will provide our services on a time and materials basis. Our fees will depend on the quality of the work and rate of progress achieved by the contractor, weather conditions, and other factors beyond our control. We will monitor and keep you apprised of the budget status and items requiring re-inspection. Our estimate does not include project delays and/or re-inspections.

AUTHORIZATION

To authorize our services, please sign the attached Professional Services Agreement, and return it and the proposal to our office. This proposal will remain valid for a period of 60 days from the date of this letter.

CLOSING

We appreciate this opportunity to be of service to you on this project. If you have questions or require additional information, please contact our office at (615) 331-7770.

Sincerely,
TTL, Inc.

Tyler Hughes, PE
Project Manager

Russ Brown
Regional Business Unit Leader

Attachments: Schedule of Fees
Professional Services Agreement

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.J.	Approve Compensatory Payment Agreement with Army Corp. of Engineers - Blair Road West Project.		
Department:	Engineering	**Presented By:**	Gary Lide
Item Attachments:	1. Mitigatation Credits Contract with Mitigate Tennessee LLC		

Purpose:
In order to acquire the required 404 permit from the United States Army Corps of Engineers for the Blair Road Contract, the City needs to buy stream mitigation credits to offset the impacts on the branch of Hurricane Creek that flows under the extension of Sea Breeze Lane.

Background:
Two major environmental permits are needed for the Blair Road Project. One is from the Tennessee Department of Environment and Conservation (which has already been received) and the other is from the United States Army Corps of Engineers (USACE). This mitigation payment is for the permit from USACE.

Financial Summary:
This contract is for a maximum amount of $308,560.00. This amount is within the approved budget for Blair Road.

Staff Recommendation:
Staff recommends approval.

AGREEMENT OF PURCHASE AND SALE OF STREAM MITIGATION CREDITS

This Agreement of Purchase and Sale of Stream Mitigation Credits ("Agreement") is entered into as of **June ___, 2026** (the "Effective Date") by and between The City of La Vergne ("Buyer") and Mitigate Tennessee, LLC, a Nevada limited liability company ("Seller").

RECITALS

A. WHEREAS, Seller is developing a stream mitigation bank known as Buffalo Valley Mitigation Bank Putnam County (the "Bank") on certain property located within the Caney watershed in Putnam County, Tennessee (the "Property").

B. WHEREAS, Seller has entered into a Mitigation Bank Instrument (LRN-2023-00808) with the United States Army Corps of Engineers (the "USACE") on February 2, 2026.

C. WHEREAS, Buyer desires to purchase, and Seller desires to sell to Buyer, 110.2 Stream Credits.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

ARTICLE 1. PURCHASE, AND SALE OF STREAM CREDITS

1.1 Purchase Price. In exchange for the Stream Credits being purchased hereunder, Buyer shall, subject to the terms and conditions of this Agreement, pay to Seller a unit price per Stream Credit of Three Hundred Eight Thousand Five Hundred Sixty Dollars ($308,560.00) (the "Purchase Price"). Electronic payment shall be made in accordance with the banking instructions provided by the Seller to the Buyer. The sale of the Stream Credits contemplated herein is not intended as a sale or transfer to Buyer of a security, license, lease, easement, or possessory or nonpossessory interest in the assets of Seller or the Bank, nor the granting of any interest in the foregoing. Further, each party shall pay its own legal and professional fees, as well as the fees of other consultants, incurred with regard to this transaction.

1.3. Payment for Stream and Credits. Within three (3) days after the Effective Date of this Agreement, Seller shall provide the Buyer with an invoice for the Purchase Price or Deposit amount (the "Invoice"), and Buyer shall remit the Purchase Price payment in full within ten (10) days of receipt of the Invoice.

ARTICLE 2. MISCELLANEOUS

2.1. Covenants. Seller represents that it is authorized by the USACE to sell Stream Credits from the Bank in accordance with the Mitigation Banking Instrument. Seller shall be responsible for the development and maintenance of the Stream Credits and the Bank in accordance with the requirements approved and defined in the Mitigation Banking Instrument and other applicable laws. Seller shall have good and sufficient title to the Stream Credits it will sell to Buyer. Buyer shall have no rights or obligations to perform any of the responsibilities of Seller now or hereafter set forth by USACE regarding the development and maintenance of the Stream Credits or the Bank, nor shall Buyer have any rights or obligations to enforce any of the responsibilities of Seller under the Mitigation Banking Instrument. Buyer shall use commercially reasonable efforts to maintain USACE Approval.

2.2. Termination. Seller shall have the option to terminate this Agreement at its sole discretion by providing written notice to Buyer if Buyer fails to pay the Purchase Price to the Seller in accordance with Section 1.3.

2.3. Limitation on Liability. Notwithstanding any other provision of this Agreement, in no event will Seller or Buyer be liable to the other party for any indirect, special, consequential, or incidental damages, or loss of profits or loss of goodwill, regardless of whether the Seller or Buyer has been informed of the possibility of such damages or is negligent, and whether or not such damages were reasonably foreseeable.

2.4. Captions. All section captions used in this Agreement are for reference only and shall not be considered in interpreting the provisions of this Agreement.

2.5. Integration. This Agreement contains the entire agreement of Buyer and Seller, superseding any and all prior written or oral agreements between them concerning the subject matter contained herein, and Buyer and Seller hereby release each other from any and all rights, obligations, and claims under such prior agreements.

2.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Buyer and Seller.

2.7. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.

2.8. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same

instrument. A facsimile of a duly executed copy of this Agreement shall be deemed for all purposes as receipt of an originally signed document, and any such copy bearing a facsimile signature shall be binding upon and enforceable against the party to be charged thereby.

2.9. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each of the parties hereto. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future right to enforce such provision or any other provision hereof.

2.10. Governing Law. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Tennessee.

2.11. Construction. Buyer and Seller hereby acknowledge and agree that (a) each party to this Agreement is of equal bargaining strength, (b) each such party has actively participated in the drafting, preparation and negotiation of this Agreement, (c) each such party has consulted or has had the opportunity to consult with such party's own independent counsel, and such other professionals as such party deems appropriate relative to any and all matters contemplated under this Agreement, (d) each such party and such party's counsel and advisors have reviewed the Agreement and following such review each party agrees to enter into this Agreement, and (e) any rule of construction to the effect that ambiguities are to be resolved against the drafting party(ies) shall not apply in the interpretation of this Agreement, or any portions hereof or any amendments hereto.

2.12. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by Buyer or Seller to create a relationship of principal and agent, partnership, joint venture, or any other association between Buyer and Seller.

2.13. Transferability. The Stream Credits sold and transferred to Buyer shall be non-transferable and non-assignable by Buyer or its agents. Notwithstanding the foregoing, upon notice from Buyer that it or a subsidiary or affiliate of The City of La Vergne desires to apply all or a portion the Stream Credits to a project owned or controlled by The City of La Vergne or a subsidiary or affiliate thereof, Buyer may transfer such purchased Stream Credits or portions thereof for application to such alternate project upon written notice to Seller, and Seller, Buyer and such applicable affiliate or subsidiary or The City of La Vergne, shall execute all such instruments or documents necessary or appropriate to effect transfer and application of such credits thereto. The credits governed by this Agreement, upon acceptance as compensatory mitigation for a USACE permit, shall inure to the benefit of any successor to such USACE permit.

2.14. Reporting Assistance. Buyer acknowledges that Seller and its affiliates are subject to various financial reporting, filing, or other informational requirements pursuant to applicable law. Buyer agrees to promptly, but no later than fifteen days after Seller's request, provide to Seller or its accountants reasonable documentation relating to accounting, accounts receivable reconciliation, and year-end confirmation processes in connection with this Agreement. Provision 2.15 (Notices) provides contact information for the "Buyer Representative" who will be responsible for responding to such requests.

2.15. Notices. All notices, consents, waivers, and other communications by either Party hereunder shall be in writing to the other Party and shall be deemed to have been duly given when delivered in person, sent by means of facsimile transmission (as evidenced by confirmation of facsimile transmission), or delivered by United States certified mail, return receipt requested, with postage prepaid, addressed as follows:

(a) If to Contractor:

Mitigate Tennessee, LLC
140 E. Tyler St., Suite 400
Longview, TX 75601
Attention: President, Eric Anderson
Eric.Anderson@mitigate.pro

with a copy to:

The North American Coal Corporation
5340 Legacy Drive, Suite 300
Plano, TX 75024
Attention: Vice President, General Counsel, and Secretary
John.Neumann@nacco.com

(b) If to Buyer:

_____
_____
_____
Attention: _____
Email: _____

with a copy to:

_____
_____
_____
Attention: _____
Email: _____

(c) If to Buyer Representative:

_____
_____
_____
Attention: _____
Email: _____

(d) To such other address or addresses as the Parties may from time to time designate by notice as provided herein, except those notices of change of address shall be effective only upon receipt.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first set forth above.

SELLER:

MITIGATE TENNESSEE, LLC

By:_____
Name: Eric S. Anderson
Title: President

BUYER:

The City of La Vergne

By:_____
Name:
Title:

EXHIBIT A TO AGREEMENT OF PURCHASE AND SALE OF STREAM CREDITS

LETTER OF COMMITMENT

MITIGATE TENNESSEE, LLC

June 25, 2026

Mr. Gary Lide

City of LaVergne

5175 Murfreesboro Road

La Vergne, TN 37086

Dear Mr. Poquette,

In accordance with the Agreement of Purchase and Sale of Stream Credits, entered into as of Date Signed, we are providing this letter of commitment to document the reservation of stream credits from Buffalo Valley Mitigation Bank Putnam County, for your project:

Date of Sale	TBD
USACE Permit Number	LRN-2002-0036
Permittee	The City of La Vergne
County/ Parish	Rutherford
Watershed (8-digit HUC)	05130203 – Stones River Creek
Type(s) of impact(s)	Tier 4 Stream Crossing
Type of Credits	Stream
Number of Credits Sold	110.2
Project within the Service area of the bank	Yes, Secondary

Sincerely,

MITIGATE TENNESSEE, LLC

Eric S. Anderson

President

DRAFT

EXHIBIT B TO AMENDED AND RESTATED AGREEMENT OF PURCHASE AND SALE OF STREAM MITIGATION CREDITS

BILL OF SALE

For valuable consideration, the receipt of which is hereby acknowledged, Mitigate Tennessee, LLC, a Nevada limited liability company ("Seller"), does hereby bargain, sell and transfer to _____ ("Buyer") _____ Stream Credits from the Bank which Seller has preserved in accordance with that certain Amended and Restated Agreement of Purchase and Sale of Stream Credits entered into by and between Seller and Buyer dated as of _____, 2024 ("Mitigation Purchase Agreement"). All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Mitigation Purchase Agreement.

SUBJECT TO THE FOREGOING, SELLER NEITHER MAKES NOR SHALL BE DEEMED TO HAVE MADE, AND BUYER HEREBY EXPRESSLY WAIVES, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE STREAM CREDITS. BUYER AGREES THAT IT HAS SELECTED THE STREAM CREDITS ON THE BASIS OF ITS OWN JUDGMENT AND THAT IT BUYS THE STREAM CREDITS “AS IS”.

DRAFT

EXHIBIT C TO AMENDED AND RESTATED AGREEMENT OF PURCHASE AND SALE OF STREAM CREDITS

DESCRIPTION OF PROJECT TO BE MITIGATED

Permittee: The City of La Vergne

Permittee/Applicant Address:

Mr. Gary Lide
City of La Vergne
5175 Murfreesboro Road
La Vergne, Tennessee 37086

Project:

The City of La Vergne is constructing the Blair Road West Connector, a new municipal roadway connecting Blair Road, Sea Breeze Lane, and Dobson Knob Trail in northern Rutherford County. The project crosses six aquatic resources, five of which are below the NWP 14 / GC #23 mitigation threshold. The remaining crossing (Stream 4) will be constructed using a three-sided open- bottom box culvert and requires compensatory mitigation for an in-stream impact.

USACE File No.: LRN-2022-00346

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.K.	Approve a Professional Services Agreement with LJA Engineering, Inc. for the Design of the North Clayton Estates Interceptor Sewer Project.		
Department:	Engineering	**Presented By:**	Gary Lide
Item Attachments:	1. Professional Services Agreement_LJA & City of La Vergne_North Clayton Interceptor Upgrade Project		

Purpose:
This is to approve an agreement with LJA Engineering, Inc for the Design of the North Clayton Estates Interceptor Sewer Project.

Background:

The North Clayton Estates Interceptor Sewer is well over thirty years old and serves portions of Lake Forest and Lake Forest Estates. The development in the area through the years has resulted in this sewer being undersized for the flows required. The aging of the sewer is now allowing rainwater to get into the sewer during rain events which taxes the downstream sewer system.

This sewer has been recommended for upgrade since 2000. The reason it has not yet been done is because it runs through the backyards of nearly 80 homes and runs along Sinking Creek which provides complexity to the design and construction process.

In the on-going process to minimize infiltration issues in the city's sewer system, this work can no longer be delayed.

Financial Summary:
The Contract Ceiling amount for this Agreement is $372,555.00. The design is a portion of the North Clayton Estates Interceptor Sewer Project.

Staff Recommendation:
Staff recommends approval.

City of La Vergne Tennessee
Professional Services Agreement

Wastewater Engineering Consulting

Section 1 - Scope

1.01 Overview

A. Consultant shall provide, either through own or contracted forces, the scope of services defined in exhibit "A" of this agreement related to Wastewater Engineering Consulting for the City of La Vergne, Tennessee to planning, design, and construction oversight.

Section 2 - Compensation

2.01 Not to Exceed

A. The total contract amount shall not exceed $372,555.00.

2.02- Basis of Compensation

A. Consultant shall be compensated for work performed on an hourly basis, at the rates shown in consultant's fee schedule, attached to this document as Exhibit "B".
B. Consultant shall be compensated for material expenses such as printing, travel, etc. at the rates shown in the consultant's fee schedule, attached to this document as Exhibit "B".
C. Despite referencing the fee schedule no payment beyond the amount shown in Section 2.01.A will be authorized without an approved change order from the City.
D. Consultant is responsible for all compensation to sub-contracted firms and individuals, according to the scope of services and fee schedules shown in exhibits "A," "A-1,"and "B" respectively.

2.03- Change Orders

A. The not to exceed price may only be modified by a change order approved by the City.
B. Change orders will only be considered in such cases where the scope changes due to request by the city, project conditions, or significant variation from the needed work is encountered.
C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.

E. The City is not obligated to accept change orders. Any work done outside the scope of the Contract or previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

A. Consultant shall provide to the City a schedule of the work to be performed hereto attached as Exhibit "D"
B. The Contract duration is for 210 calendar days
C. Contract duration shall begin on the date that notice to proceed is issued by the City to the consultant
D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
B. Work performed prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
B. Invoices will include the following:
    1. Project Name
    2. Name, address, contact number, and email for consultant
    3. Not to exceed amount, adjusted for change orders
    4. Cumulative paid
    5. Current Billing
    6. Accounting of work and materials provided based on rate schedule in exhibit "B"
    7. Invoice date
    8. Signature block for Consultant project manager
    9. Signature block for City project manager

4.02- Sales Tax

A. The City is a tax exempt entity, invoices showing sales or use tax may be rejected. However, the city cannot pass down tax-exempt status to consultants and consultants must pay all required taxes.

4.03- Payment

A. City will pay approved invoices within thirty (30) days of receipt
B. Invoices more than 30 days past due may have finance fee of 1% applied, fee must be included on new invoice documenting past due status, and fee will not count against the not to exceed amount shown in 2.01.A.
C. Payment for services/materials rendered does not constitute complete acceptance of work performed, only acknowledgement that work was performed on the City's behalf
D. If City fails to pay within sixty (60) days of invoice receipt the Consultant may suspend work until past due balances are paid
E. Payment will not be subject to discount unless approved by both the City and the Consultant

4.04 Disputed Invoices

A. If for any reason the City disputes an invoice, the City will notify the Consultant within fourteen (14) calendar days by email or letter stating the disputed items and amounts
B. The City will pay non-disputed invoiced amounts in accordance with section 4.03

Section 5 - Consultants Responsibilities

5.01- Standard of Care

A. Consultant will conduct work in accordance with established precedent, procedure, and professional judgment in accordance with the standard of care and skill exercised by their profession performing its services with that degree of care and skill exercised by similar professionals performing similar services at the same time and in the same locale
B. Consultant will act in a professional manner while undertaking work upon the city's behalf
C. Consultant will communicate frankly and honestly with City staff and elected officials
D. Consultant will not hold the City responsible for the technical accuracy of Consultant work products, Consultant will correct deficiencies in technical accuracy without additional compensation

5.02- Work by Others

A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and work products
B. Consultant may rely upon the work of others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance
A. Consultant will comply with all local, state, and federal laws in regards to the performance of this Agreement
B. Consultant will comply with any and all policies, procedures, and instructions from the City that are applicable to the consultants performance under this agreement to the extent that compliance does not violate the standard of care, any local, state, or federal law, and the standards of professional practice

Section 6- City's Responsibilities

6.01-Project Manager
A. City will provide a project manager whom will act as the City's representative in regards to the Agreement
B. The City project manager will assist in scheduling required meetings with staff and elected officials
C. The City project manager will review invoices, work submittals, and provide timely feedback
D. The City project manager will work with the Consultant to arrange access necessary for the advancement of work, such as site visits, city databases, and records to which the city has existing arrangements to utilize

6.02- Information
A. City will furnish any reasonably available information regarding the work in a timely manner when requested by the Consultant
B. City will provide any policies, procedures, design requirements, or instructions necessary for the work in a timely manner

6.03- Compliance
A. City will comply with applicable local, state, and federal laws and regulations

Section 7- Work Products

7.01- Deliverables
A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City. Any reuse of such

documents by City or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of Consultant. If the City reuses or modifies the Work Product without the involvement or consent of the Consultant, the City shall remove the names and signatures of the Consultant and its sub-consultant(s) from the Work Product prior to such reuse or modification.

B. The City may share as necessary any work product as required by the Freedom of Information Act if requested through proper channels

C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

D. Notwithstanding the foregoing, the Consultant and its sub-consultant(s) do not convey to the City their unique or proprietary design techniques or concepts as may be employed in the final Work Product.

Section 8- Insurance

8.01- Requirements

A. Consultant will maintain insurance coverage with the following minimum limits

1. Commercial General Liability with standard ISO coverage, two million dollars ($2,000,000) aggregate and one million dollars ($1,000,000) per occurrence
2. Automobile Liability Insurance with standard ISO coverage and combined single limits of one million dollars ($1,000,000)
3. Worker's Compensation Insurance with limits as required by statute and Employer's Liability insurance with limits of one million dollars ($1,000,000) per employee for bodily injury by accident, one million dollars ($1,000,000) per employee for bodily injury by disease, and one million dollars ($1,000,000) policy limit for disease
4. Professional Liability Insurance covering consultants negligent acts, errors, or omissions in performance of professional services with available limits of two million dollars ($2,000,000) per claim and annual aggregate

8.02- Proof of Coverage

A. Consultant will provide certificate(s) of insurance attached to this Agreement as exhibit "D" showing policy limits as described in 8.01.A of this Agreement

8.03- Coverage of the City

A. Consultant will have the City endorsed as an additional insured party to the Consultants commercial general liability policy, which shall be primary and noncontributory

Section 9- Indemnification

9.01- Consultant Obligation

A. Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, but only to the extent caused by Consultants negligent act, error, or omission in their performance of professional services and the scope included in exhibit "A" of this agreement

9.02- City Obligation

A. The City will, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent act, error, or omission.

Section 10- Termination and Suspension

10.01- Suspension

A. The city may suspend the work specified in this Agreement for up to ninety (90) days upon providing 14 calendar day notice to the Consultant
B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

10.02- Termination for Cause

A. Either the City or the Consultant may terminate the Agreement for cause with thirty (30) days written notice in the event of substantial failure by either party to perform in accordance with the terms of the Agreement through no fault of the terminating party
B. The City may terminate the Agreement for cause with seven (7) days notice in the event that the Consultant has performed an illegal, unethical, or negligent act that significantly impacts the ability of the City and Consultant to continue work together in good faith

10.03- Termination for convenience

A. The City may unilaterally terminate the Agreement with or without cause with thirty (30) days notice

10.04- Payment following termination

A. Necessary work to demobilize, consolidate, summarize, or deliver work products following termination may be invoiced to the City
B. All work previously completed in accordance with the scope shown in exhibit "A" or under an approved change order may be invoiced and will paid pursuant to section 4.03
C. The final invoice following termination, hereinafter referred to as the "termination invoice" shall be provided no later than forty five (45) days following receipt of the termination notice by either party
D. The termination invoice shall follow the rate schedule shown in exhibit "B"

Section 11- Controlling Law

11.01- Controlling Law

A. This agreement is to be governed by the Laws and Regulations of the state of Tennessee
B. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement shall be brought in Rutherford County, Tennessee.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

A. Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent

12.01- Binding Effect

A. City and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of both parties are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assignees) of such other party, in respect of all covenants, agreements, and obligations of this Agreement

12.02- Severability

A. If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this agreement shall remain in full force and effect to the greatest extent possible and all remaining sections or provisions construed so that they are as consistent with both parties' intents as possible

Section 13- Dispute Resolution

13.01- Notice of Dispute

A. Notice of a dispute will be provided in a formal letter or email
B. Notice of Dispute by the City will be delivered by the City project manager to the City's main point of contact with the Consultant
C. Notice of Dispute by the Consultant will be delivered to the City project manager

13.02- Methods of Dispute Resolution

A. The City and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of written notice of dispute
B. If the City and Consultant fail to resolve the dispute through negotiation both parties agree to enter into non-binding meditation with a neutral third party mediator that

shall be mutually agreed upon. Fee for the cost of mediation shall be shared equally by both parties

C. If mediation fails to resolve the dispute, or a mutually agreeable mediator cannot be found, the matter shall be decided by arbitration in accordance with the American Arbitration Association. A panel of three arbitrators shall be required for any dispute in which the amount in controversy exceeds $250,000. The decision rendered by the arbitrator(s) shall be final. Fee for the cost of arbitration shall be shared equally by both parties

Section 14- Force Majeure

14.01- Force Majeure

A. Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 15- Entire Agreement and Amendment

15.01- Entire Agreement

A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements
B. In the event of a discrepancy between this agreement and the exhibits or appendices attached hereto, then the agreement shall govern

15.02- Amendment

A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment
B. This agreement cannot be modified through a change order or contract modification unless the Section of this agreement being modified is clearly called out with the full narrative of the portion being modified provided with both the existing and proposed wording

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.

City of La Vergne

By: Jason Cole
Mayor

Consultant: LJA Engineering, Inc.

By: Travis E. Wilson, PE
Consultant Title: Vice President

EXHIBIT A
SCOPE OF SERVICES

615.288.5310
www.LJA.com
1500 Medical Center Parkway, Suite 2-C, Murfreesboro, Tennessee 37129

EXHIBIT A

SCOPE OF SERVICES

North Clayton Interceptor Upgrade Project

LJA Engineering, Inc. ("LJA") is providing a task order for the City of La Vergne ("Client") to perform engineering and design services associated with the above project. We propose the following services and corresponding fees in accordance with the attached Professional Services Agreement (PSA).

Background

LJA was procured through an advertised Statement of Qualifications (SOQ) process by the City. The North Clayton Estates project was part of the advertised work the City included in the SOQ process. The scope provided by the City generally included planning, survey, design, permitting, easement acquisition support, CEI, and construction administration to facilitate the upgrade/replacement of approximately 5,500 linear feet of interceptor line. The interceptor line is currently routed through the back yards of approximately 80 parcels as shown in Exhibit 1.

LJA staff have met with City staff to discuss details of the project and have received base information to assist in understanding the scope and determining what information is currently available and what information needs to be gathered to facilitate the scope of the project.

Scope of Services

TASK 1 – Preliminary Engineering

In order to better understand the specifics of the scope of the project, gather required field data and documentation, coordinate a design strategy, and finalize design components, LJA staff will perform preliminary engineering activities to facilitate this process as outlined below.

GIS Mapping Verification – Although the City currently has some GIS and mapping information available and has shared that information with LJA staff, through an initial review, there is key information that should be verified to ensure connectivity and accuracy.

Manhole Inspection and location Verification – In order to better understand the current condition and exact location, it is imperative to gather surveying information for approximately forty (40) manholes outlined in Exhibit 1. Information gathered will included manhole condition, material, survey grade cover elevations and depths of each incoming/outgoing pipe connection. LJA staff will perform a review and QA/QC of the data to ensure accuracy. Surveys, unless otherwise directed, will be reference to TN State Plane Coordinate System (NAD 83 2011) horizontally, and NAVD88 (Geoid 12B) for elevations.

As part of the overall design, it should be determined whether each manhole requires replacement or some type of rehabilitation. Additionally, due to the proximity of the existing sewer alignment to Sinking Creek, more complex permitting could be required by TDEC depending on the proximity of the manhole to the creek.

Temporary Flow Monitoring – In the absence of current flow monitoring data, LJA will facilitate the installation of five (5) meters and one (1) rain gauge for a period of 30 days along the interceptor line and associated collector lines to verify average daily flows to determine capacity. Additionally, LJA staff will utilize historical flow data from 2014 to incorporate wet weather responses into the current evaluation. Both data sets will be integrated within a model to determine proper pipe sizing. LJA will provide the results to City staff and discuss design parameters.

Sewer Alignment and sizing Confirmation – Through an initial review of the existing GIS, it appears that the current sewer alignment is under or very near existing structures such as outbuildings and/or houses. Some realignment may be required due to these conflicts. Subsequent to the completion of the topographic survey and verification of the existing alignment and profile of the sewer, additional coordination with City staff will be required to determine the most cost-effective routing. Additional activities may be required such as Geotechnical field sampling to determine rock refusal and water table depth should realignment be required. (NOTE: Geotechnical activities are not included in the scope of this agreement. Should it be determined that those activities are required, they can be added to the scope via contract amendment.)

In addition to the alignment, LJA staff would perform localized modeling of the interceptor lines based on historical flow monitoring data, parcel counts, and any other information available to verify the required size upgrade and confirm hydraulic conditions. LJA staff will coordinate with City staff on variables utilized in the model and flow projections.

Engineering Opinion of Probable Cost – Upon completion of the above activities, LJA staff will be able to provide a draft Opinion of Probable Cost (OPC) to City staff. It is anticipated that two (2) client meetings will be held to discuss surveying results/drawing and to discuss final approach to the design parameters.

TASK 2 – Surveying

Tasks to be performed include a gathering topo information and verification of boundary (to locate property corners) but not limited to the following (see Exhibit 1):

- Topographic surveys may include:
    - Set two permanent benchmarks on site (in areas not likely to be disturbed by construction), provide a description, and an elevation to nearest 0.01’
    - Generate contours at one (1) foot intervals; error shall not exceed one half contour interval
    - Locate and plot location of structures, man-made and natural features, finished floor elevations and elevations at each entrance of buildings as indicated in the attached Exhibit 1 (~16 acres, 80 parcels) – NOTE: Only the back corners of each house will be picked up as part of the survey. Should it be determined that full house structures should be included, additional fees may be required to facilitate data collection and processing.
    - Provide the approximate location of underground utilities
        - Locate underground utilities as marked by representatives from local utilities as a result of an 811 utility locate request.
        - Collect invert elevations for each accessible storm and sanitary structure measured and depicted to the nearest 0.01’ for those structures within the outlined survey area shown in Exhibit 1.
    - Provide the name of the operating authority of each utility
    - Plot the location of flood plain as per FEMA FIRM maps, and flood level of streams or adjacent bodies of water
    - Locate trees (greater than 6-inch) and landscaped areas within the pipeline alignment that would directly affect construction. Other timbered areas will be clouded by drip line features.
- Boundary surveys may include:
    - Locate the approximate location of property lines and all easements that encumber the subject property
    - It is anticipated that boundary information will need to be collected for approximately 80 parcels to project on the construction drawings. (NOTE: The survey scope only includes lots that front Bill Stewart Blvd within the survey area and do not include any property boundary research and/or associated field work related to lots fronting Lyndhurst Drive. Based on the information provided, the easement and alignment is contained only to parcels along Bill Stewart Blvd. Should the survey field data indicate

additional parcels be included, additional fees may be required via contract amendment.)

- General survey drawing requirements include:
    - Surveys, unless otherwise directed, will be reference to TN State Plane Coordinate System (NAD 83 Conus) horizontally, and NAVD88 (Geoid 12B) for elevations
    - Drawing sheets shall be plotted at a scale of 1" = 50' or larger and will include a graphic scale
    - Show North arrow
    - Include legend of symbols and abbreviations used on the drawing
    - Depict spot elevations on paving or other hard surfaces to the nearest 0.05', on all other surfaces to the nearest 0.10'
    - Information shall be shown on the same drawing
    - State elevation datum and provide the location of benchmark used
- Note: It is not anticipated within the current scope that easement exhibits will be required. Should they become necessary, LJA staff can perform the work to produce any required exhibits once a defined scope is identified. It is anticipated this additional work would be incorporated into the project via contract amendment.

TASK 3 – Survey Drawing Prep

Upon completion of field work and data collection, LJA Staff will perform a QA/QC of the dataset and organize into a final format. A PDF digital copy of the drawing will be provided to City staff. Raw surveying files can also be submitted upon request as needed.

TASK 4 – Design

- Development of conceptual drawings to finalize viability of the existing sewer mainline routes and discuss potential options with City staff.
- Develop design parameters for sanitary sewer mainlines, manholes, and associated components.
- Develop Design and Construction Plans and associated project specifications (or utilize/revise existing City specifications).
- Develop associated CAD drawings of final alignment at 1"=50'.
- Develop preliminary bid schedule.
- Conduct two (2) in-person meetings for review and comments at 60% & 90% (one meeting for each).
- Conduct two (2) Teams meetings for review and comments at 60% & 90% (one meeting for each).
- Finalization of Project Manual and associated drawing plan set.

Permitting

- Gather associated information for required permits.
- Prepare and submit required TDEC Engineering Report
- Prepare and submit required TDEC permitting (ARAP, SWPPP).
    - NOTE: LJA will facilitate the payment of permitting fees on behalf of the City unless otherwise requested.
- Based on the information reviewed at this time, it is likely that an individual permit may be required. The fees and effort in this proposal are reflective of this assumption.

TASK 5 – Advertise/Bidding/Award

- Prepare and submit Project Manual for final review and incorporate City staff comments.
- Prepare and place advertisement for bids with listed contractors. Coordinate with City staff on approved bidders list.

- Distribute plans and specifications to potential contractors, respond to RFIs, and conduct pre-bid meeting.
- Conduct bid opening, review bid packages, perform certification of bid tab, and provide a letter of recommendation to award.
- Facilitate execution of contracts.
- Conduct a preconstruction conference with City staff and contractor.

TASK 6 – Construction Administration

Construction Administration will be included via contract amendment at a later time once design is completed and a project construction period is established.

TASK 7 – Construction Engineering Inspection (CEI)

Construction Engineering Inspection (CEI)/Resident Project Representation (RPR) will be included via contract amendment at a later time once design is completed and a project construction period is established.

Client Responsibilities

It is understood that the Client will be responsible for the following items:

- Coordinate to provide updated GIS information as needed.
- Assist with 811 locate for surveying.
- Customer notification for property access during survey.
- Provide any additional required specifications and drawings.
- Provide coordination with Metro and TDEC representatives as need to meet permitting requirements.

Exhibit A-1

North Clayton Interceptor Upgrade Project

Fee Summary Table

Task	Task Description	Sub Task		Sub Fee	Fee Type		Total Fee
Task 1	PER					$	66,580.00
		GIS Mapping Verification	$	6,250.00	Hourly		
		MH Inspection & Assessment/Reporting	$	14,450.00	Hourly		
		*Temporary Flow Monitoring	$	19,380.00	Meter/Month		
		Prelim Design/Model	$	26,500.00	Hourly		
Task 2	Survey					$	70,350.00
		Ground Survey	$	58,250.00	Hourly		
		Boundary Survey	$	7,850.00	Hourly		
		Legal Research	$	4,250.00	Hourly		
Task 3	Survey Drawing Prep					$	14,250.00
		CAD process	$	5,250.00	Hourly		
		Final Drawing	$	9,000.00	Hourly		
Task 4	Design/Permitting				Hourly	$	196,625.00
Task 5	Advertisement/Bidding/Award				Hourly	$	24,750.00
Task 6	Construction Administration (CA)				NA	$	-
Task 7	Construction Engineering Inspection (CEI)/Resident Project Representative (RPR)				NA	$	-
	Total Not-to-Exceed Fee					**$**	**372,555.00**

** Flow Monitoring Invoiced by Meter/Month*

Number of Meters/Rain Gauges	Meter Months	Unit Price (Meter/Month)		Total Fee
6	1	$ 3,230.00	$	19,380.00

Included in the above fees are reimbursable expenses incurred on the project's behalf, including: mileage, printing, plotting, photocopies, reproduction, express mail, and/or courier services. Any regulatory agency review fees associated with plan reviews shall be the responsibility of the Client. Reimbursable expenses will be billed at cost plus ten percent (10%). LJA will bill monthly for all work performed and expenses incurred on the project's behalf.

EXHIBIT B

FEE SCHEDULE

LJA Standard Billing Rates
January 1, 2026 to December 31, 2026

Title	Classification	Hourly Billing Rate Range
Principal Project Manager	PM7	$265 to $290
Project Director	PM7	$265 to $290
Sr. Vice President	PM7	$260 to $290
Senior Project Manager	PM6	$210 - $275
Project Manager V	PM5	$190 to $225
Project Manager IV	PM4	$160 to $185
Assistant Project Manager (Env)	PM3	$150 to $175
Senior Project Engineer	E5	$190 to $240
Modeling Engineer IV	E4	$170 to $185
Project Engineer IV	E4	$160 to $185
Modeling Engineer III	E3	$155 to $160
Project Engineer III	E3	$145 to $155
Modeling Engineer I	E1	$140 to $150
Project Engineer II	E2	$135 to $140
Project Engineer I	E1	$120 to $135
Staff Professional	P1	$100 to $125
Senior Project Professional	P5	$175 to $200
Project Professional IV	P4	$150 to $170
Project Professional III	P3	$140 to $155
Project Professional II	P2	$120 to $135
Project Professional I	P1	$100 to $115
Project Coordinator III	P3	$165 to $180
Project Coordinator II	P2	$135 to $165
Project Coordinator I	P1	$115 to $150
Project Leader III	PL3	$165 to $180
Project Leader II	PL2	$135 to $165
Project Leader I	PL1	$115 to $150
Field Leader	FL	$115 to $150
Field Tech III	FT3	$120 to $130
Field Tech II	FT2	$115 to $120
Field Tech 1	FT1	$90 to $110
Senior GIS Professional	G5	$190 to $235
GIS Professional IV	G4	$165 to $195
GIS Professional III	G3	$135 to $180
GIS Professional II	G2	$115 to $170
GIS Professional I	G1	$95 to $125
Survey Manager	S8	$185 to $195
Survey Sr. Project Manager	S7	$175 to $185
Survey Project Manager	S6	$145 to $175
Geospatial Services Manager	S5	$135 to $145
Assistant Survey Project Manager	S4	$130 to $140
Sr. Project Surveyor	S3	$120 to $130
Project Surveyor	S2	$130 to $140
Sr. Survey Technician	ST3	$115 to $125
Survey Technician	ST2	$105 to $110
CAD Technician	ST1	$80 to $100
4 Man Survey Crew	SC4	$270 to $280
3 Man Survey Crew	SC3	$210 to $235
2 Man Survey Crew	SC2	$185 to $210

Note: Rates subject to escalation on an annual basis

LJA Standard Billing Rates
January 1, 2026 to December 31, 2026

Title	Classification	Hourly Billing Rate Range
1 Man Survey Crew	SC1	$145 to $175
Senior Resident Project Representative	R5	$165 to $195
Resident Project Representative IV	R4	$140 to $165
Resident Project Representative III	R3	$130 to $150
Resident Project Representative II	R2	$115 to $130
Resident Project Representative I	R1	$110 to $120
Site Observer	SO1	$90 to $105
Senior CAD Designer	C5	$145 to $180
CAD Designer IV	C4	$130 to $140
CAD Designer III	C3	$115 to $130
CAD Designer II	C2	$110 to $120
CAD Designer I	C1	$95 to $110
Senior Engineering Technician	T4	$105 to $120
Engineering Technician III	T3	$90 to $100
Engineering Technician II	T2	$75 to $85
Engineering Technician I	T1	$65 to $70
Project Support Officer II	PS2	$115 to $140
Project Support Officer I	PS1	$100 to $115
Editor	E	$115 to $130
Admin IV		$145 to $160
Project Controls Coordinator / Business Manager	A4	$105 to $140
Senior Administrator	A3	$90 to $105
Administrator IV	A4	$135 to $155
Administrator III	A3	$120 to $130
Administrator II	A2	$90 to $115
Administrator I	A1	$70 to $85

*Mileage billed at current Federal Mileage Rates.

Note: Rates subject to escalation on an annual basis

EXHIBIT C

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Edgewood Partners Ins Center
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): 770-220-7699 **FAX (A/C, No):**
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : New Hampshire Insurance Company	23841
INSURER C : Lloyd's of London	85202
INSURER D : Evanston Insurance Company	35378
INSURER E : Westchester Surplus Lines Insurance Co	10172
INSURER F :	

INSURED LJAENGI
LJA Engineering, Inc.
3600 W Sam Houston Parkway S, Suite 600
Houston, TX 77042

COVERAGES **CERTIFICATE NUMBER:** 1728816346 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL6360582	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA5774680	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
E	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			G48744734001	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC013265763 (AOS) WC013265764 (CA)	8/1/2025 8/1/2025	8/1/2026 8/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Professional Liability Pollution Liability			RLUSP2400003 MKLV2ENV104342	8/1/2025 8/1/2024	8/1/2026 8/1/2026	Per Claim/Aggregate Per Occur/Aggregate	$5M/$5M $5M/$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds:
LJA Infrastructure, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
LJA Rail, LLC; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
LJA Surveying, Inc.; 3600 W Sam Houston Pkwy S, Suite 175; Houston, TX 77042
LJA Builds, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
LJA Environmental Services, LLC; 14701 St. Mary's Lane, Suite 400; Houston, TX 77042
LJA Energy, Inc 3600 W Sam Houston Pkwy., S. Suite 625, Houston, TX 77042
LJA Telecom, Inc. (fka GXT, Inc. or GXT, Ltd.) 2700 La Frontera Boulevard Suite 200 Round Rock, TX 78681
See Attached...

CERTIFICATE HOLDER

"Sample"
For information purposes only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LJAENGI

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Edgewood Partners Ins Center	LJA Engineering, Inc. 3600 W Sam Houston Parkway S, Suite 600 Houston, TX 77042
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Alliance Engineering & Planning LLC; Alliance Surveying LLC; DBA Alliance Engineering, Planning, Landscape Architecture; 299 S. Main Street, Suite A, Alpharetta, GA 30009
Donald W. McIntosh Associates, Inc., 1950 Summit Park Dr., Suite 600, Orlando, FL 32810
Freeland & Kauffman, Inc., 209 W. Stone Avenue, Greenville, SC 29609
LJA Engineering, Inc. - 3600 W Sam Houston Pkwy. S, Suite 600, Houston, TX 77042
Gonzalez-Strength & Associates, Inc. - 1550 Woods of Riverchase Drive, Suite 200, Hoover, AL 35244
BSE Consultants, Inc. - 312 S. Harbor City Boulevard, Unit 4, Melbourne, FL 32901
Pharis Design – 3711 S Mopac Expressway Building I , Suite 350 Austin, TX 78746
David Plummer & Associates, Inc. 1750 Ponce De Leon Blvd. Coral Gables FL 33134
Fagan Consulting, LLC 14501 Falcon Head Blvd. #28 Austin, TX 78738
MESA Integrated Solutions, Inc. 3720 Whitt Loop Austin, TX 78749
The WLB Group, Inc., 4444 East Broadway Blvd Tucson, AZ 85711
G&R Surveying, LLC 1805 Ouida Drive, Austin TX 78728
Coreprint Solutions, Inc. 3600 W Sam Houston Pkwy S, Suite 100 Houston, Texas 77042
Concept Development & Planning, LLC P.O. Box 5459 Austin, TX 78763
Sanchez-Salazar & Associates, LLC, 4630 N Loop 1604 W, Suite 115, San Antonio TX 78249
LJA Michigan, Inc., 3410 Belle Chase Way, Suite 600, Lansing, MI 48911

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025
forms a part of Policy No. 577-46-80
issued to LJA ENGINEERING, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

COMMON POLICY CONDITIONS, A. - Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. TEN (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. SIXTY (60)* days before the effective date of cancellation if we cancel for any other reason.

*** The notice period provided shall not be less than that required by applicable state law(s).**

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 577-46-80

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LJA ENGINEERING, INC.

Endorsement Effective Date: 08/01/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025
forms a part of Policy No. 577-46-80
issued to LJA ENGINEERING, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)

POLICY NUMBER: 577-46-80

COMMERCIAL AUTO
CA 20 70 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LJA ENGINEERING, INC.

Endorsement Effective Date: 08/01/2025

SCHEDULE

Scheduled Railroad	Designated Job Site
ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025

forms a part of Policy No. 577-46-80

issued to LJA ENGINEERING, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 636-05-82

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025

forms a part of Policy No. 636-05-82

issued to LJA ENGINEERING, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT OF LIMITS OF INSURANCE
(Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

[ ] **Per Project General Aggregate Limit**	$
[ ] **Per Location General Aggregate Limit**	$
[X] **Per Project and Per Location General Aggregate Limit**	$ 4,000,000

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. **SECTION III - LIMITS OF INSURANCE** , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:

a. Insureds;
b. Claims made or "suits" brought; or
c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;
b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and
b. Medical expenses under Coverage **C**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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7. CHANGES

None of the Insuring Agreements, Exclusions, Definitions or Conditions or other terms of this Policy shall be amended, waived or otherwise changed except by endorsement hereto signed by the Insurers.

8. NAMED ASSURED AS AGENT

The first **Named Assured** specified in Item 1 of the Declarations shall be considered the agent of all **Assureds** with respect to the giving of or receipt of all notices pertaining to this Policy and shall be responsible for the payment to the Insurers of all premiums and for payment of the Retention.

9. PREMIUM

The premium for this Policy shall be the amount specified in Item 5 of the Declarations.

10. SUBROGATION

In the event of any **Claim** under this Policy, the Insurers shall be subrogated to all of the **Assured's** rights of recovery against any person or entity, and the **Assured** shall execute and deliver to the Insurers any and all necessary documentation, instruments and records and do whatever else is necessary to secure and enforce such rights. The **Assured** shall take no action after such **Claim** is made against it which prejudices such rights of Insurers.

The Insurers agree to waive their rights of recovery for a **Claim** to the extent the **Named Assured** had, prior to such **Claim**, a written agreement to waive such rights.

11. ASSIGNMENT

No assignment or transfer of any **Assured's** rights under this Policy shall bind the Insurers. If an **Assured** shall die or be adjudged incompetent, such insurance shall cover that **Assured's** legal representative as an **Assured** as would be permitted by this Policy.

12. MERGERS AND ACQUISITIONS

In the event that the **Named Assured** (i) acquires any other entity or acquires substantially all the assets of another entity, or (ii) merges with another entity such that the **Named Assured** is the surviving entity, or (iii) creates or acquires a **Subsidiary** after the effective date of this policy, no coverage shall be afforded under this policy for any **Claim** arising out of **Professional Services**, **Contracting Services** or **Technology Services** performed by or alleged to have been performed by such entity acquired or merged with or such **Subsidiary** created, unless and until:

1. The **Named Assured** provides written notice to the Insurers of such transaction or event not more than ninety (90) days after the effective date of such transaction, or event, and

2. The **Named Assured** promptly provides the Insurers with such information in connection therewith as the Insurers may reasonably deem necessary, and

3. The **Named Assured** accepts any reasonably special terms, conditions, exclusions, or additional premium charge required by the Insurers, and

4. The Insurers at their reasonable discretion specifically agree in writing to provide such coverage, such agreement not to be unreasonably withheld by the Insurers.

Except that this Condition 12. shall not apply to, and the coverage under this Policy shall apply automatically for, any such entity acquired or merged with the **Named Assured** where (a) the total, gross, annual revenues of such entity are less than or equal to 10% of the **Named Assured's** revenues used to determine the premium for this Policy and (b) the **Professional Services, Contracting Services** and **Technology Services** of such entity are materially the same as those provided by the **Named Assured.**

If (i) the **Named Assured** merges into or consolidates with another entity such that the surviving entity is not the **Named Assured**, or (ii) another entity or person or group of entities and/or persons in concert acquire securities or voting rights which result in ownership or voting control by the other entity or person(s) of more than 50% of the outstanding securities representing the present right to vote for election of directors of the **Named Assured**, coverage under this policy shall continue until termination of this policy, but only with respect to any **Claim** arising out of **Professional Services**, **Contracting Services** or **Technology Services** performed by the **Named Assured** prior to such merger, consolidation or acquisition.

The **Named Assured** shall give written notice of such merger, consolidation or acquisition as soon as practicable, together with such information as the Insurers may reasonably.

For purposes of this Condition, an entity shall mean any corporation, business trust, partnership, or other form of organization, including a **Named Assured**.

13. WARRANTY BY THE ASSURED

By acceptance of this Policy, the **Knowledge Group** of the **Named Assured** agree that the statements contained in the application, any application for insurance of which this Policy is a renewal, and any supplemental materials submitted therewith are their agreements and representations, that they shall be deemed material to the risk assumed by Insurers, and that this Policy is issued in reliance upon the truth thereof.

The application and any application for insurance of which this Policy is a renewal, and any supplemental materials submitted therewith are deemed incorporated into and made a part of this Policy.

14. CANCELLATION

(a) This Policy may be cancelled by the **Named Assured** by surrender thereof to Insurers or by mailing to Insurers through the entity named in Item 9 of the Declarations written notice stating when thereafter the cancellation shall be effective. The Insurers may cancel this Policy by mailing to the **Named Assured** at the address shown in the Declarations written notice stating when not less than 60 days thereafter such cancellation shall be effective. However, if the Insurers cancel this Policy because the **Assured** has failed to pay a premium when due, this Policy may be cancelled by the Insurers by mailing a written notice of cancellation to the **Named Assured** at the address shown in the Declarations stating when not less than 10 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Assured** or by the Insurers shall be equivalent to mailing.

(b) If the **Named Assured** cancels this Policy, earned premium shall be computed in accordance with the attached short rate table and procedure.

(c) If the Insurers cancel this Policy, earned premium shall be computed pro rata.

(d) The premium shall be deemed fully earned if any **Claim** or circumstances that might lead to a **Claim** is reported to Insurers under this Policy.

(e) Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013-26-5763

Issued to LJA ENGINEERING, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS. D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 60 Days
Non-Renewal: 60 Days

WC 99 00 39
(Ed. 08/02)

Countersigned by _

Authorized Representative

CALIFORNIA ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013-26-5764

Issued to LJA ENGINEERING, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS, D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We will mail or deliver to you not less than 10 days advance written notice of cancellation for reasons (a) through (g) and 30 days advance written notice of cancellation for reasons (h) through (m) of California Cancellation Endorsement WC990017. We will mail or deliver to you not less than 30 days and not more than 120 days advance written notice of non-renewal.

Except for non-payment of premium and non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due, for which we will provide advance written notice in accordance with the provisions of any applicable statute or regulation, we shall not provide less than the number of days set forth below.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 60 Days

Non-Renewal: 60 Days

WC 99 04 11
(Ed. 08/03)

Countersigned by _

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013-26-5763

Issued to LJA ENGINEERING, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

Don Bailey

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013-26-5764

Issued to LJA ENGINEERING, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Don Bailey

WC 04 03 61
(Ed. 11/90)

Countersigned by _

Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013-26-5763

Issued to LJA ENGINEERING, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: $3,037.00

Countersigned by Don Bailey

Authorized Representative

WC 42 03 04 B
(Ed. 6-14)

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EXHIBIT D

PROJECT SCHEDULE

615.288.5310
www.LJA.com
1500 Medical Center Parkway, Suite 2-C, Murfreesboro, Tennessee 37129

EXHIBIT D

PROJECT SCHEDULE

North Clayton Interceptor Upgrade Project

Schedule

- Upon authorization, LJA staff will schedule kickoff meeting
- 90 days from authorization, survey work will be completed (pending available weather workdays)
- 150 days from authorization and completion of survey field work, preliminary engineering activities will be completed.
- 210 days from authorization and completion of preliminary engineering activities, preliminary design drawings will be completed and permitting requirements will be submitted to TDEC
- Upon approval of TDEC approval, advertisement will be facilitated on a date as coordinated with City staff associated with upcoming Board meetings (for award of the contract).

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 6.L.	Approve Amendment #1 to the Contract with Mastec Construction LLC, for the Construction and Development of the Blair Road West Extension Project.		
Department:	Engineering	**Presented By:**	Gary Lide
Item Attachments:	1. Blair Road West Change Order 1		

Purpose:
This is an amendment to the contract with Mastec Construction LLC for the construction of the Blair Road West Extension Project.

Background:

The original contact with Mastec Construction LLC was executed on November 13, 2025 after approval by the Board of Mayor and Aldermen on November 4, 2025. Since that time, further review of the original plans by the city resulted in the redesign of portions of the utility design for the project. The changed design has added a significant number of items to the utility portion of the project. This amendment is to add the required items into the contract.

These items are listed in detail in the attached change order #1 document.

Financial Summary:

Original Base Bid Contract Amount:	$8,949,857.20
Original Alternate Add Amount:	$ 259,153.00
Total Original Contract:	$9,209,010.20
Proposed Amendment #1:	$ 94,381.44
Proposed New Contract Amount:	$9,303,391.64

The approved budget for the Blair Road West Extension Construction is $12,000,000. This change order is within the approved budget.

Staff Recommendation:
Staff recommends approval.

Request for Construction Change
Change Order No. 1

City of La Vergne

1500 E. Nir Shreibman Blvd.
La Vergne, TN 37086

Contract No. _____

Project Blair Road West

Whereas, we Mastec Civil, LLC. entered into a contract with the CITY OF LAVERGNE, on November 13, 2025, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

Adding new contract items and revising existing quantities per plans revision #1 dated January 7, 2026

Attachments (List documents supporting change):

Pricing from contractor

Cost breakdown of quantity adjustments and addition of new contract items

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
	See attached cost breakdown				**$94,381.44**
TOTAL					**$94,381.44**

CHANGE IN CONTRACT PRICE:
Original Contract Price $9,209,010.20
Net Increase (Decrease) from previous Change Orders No. 0 to 1: $94,381.44
Contract Price prior to this Change Order: $9,209,010.20
Net increase (decrease) of this Change Order: $94,381.44
New Contract Price with all Change Orders: $9,303,391.64

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 5-28-2027 Ready for final payment: 7-26-2027
Net change from previous Change Orders No. 0 to 1 Substantial Completion: 5-28-2027 Ready for final payment: 7-26-2027
Contract Times prior to this Change Order: Substantial Completion: 5-28-2027 Ready for final payment: 7-26-2027
Net increase (decrease) this Change Order: Substantial Completion: 5-28-2027 Ready for final payment: 7-26-2027
Contract Times with all approved Change Orders: Substantial Completion: 5-28-2027 Ready for final payment: 7-26-2027

Now, Therefore, We, MasTec Civil, LLC, Contractors, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL BY:

By: _____ By:: _____ By: _____

CEI / Engineer — DIRECTOR OF PUBLIC WORKS — CITY PROJECT MANAGER

Date: 6/8/2026 Date: : 6/16/2026 Date: 16 JUNE 2026

ACCEPTED

By: Jeffrey Anderson Digitally signed by Jeffrey Anderson DN: C=US, E=janderson@mastec-civil.com, O=MasTec Civil, CN=Jeffrey Anderson Date: 2026.06.18 14:00:08-05'00'

CONTRACTOR (Authorized Signature)

Date: _____

APPROVED:

By: _____

OWNER (Authorized Signature)

Date: _____

MasTec CIVIL

February 27, 2026,

Letter No. 25005-001

Mr. Ben Lawwell
Senior Construction Manager
Pape-Dawson
315 Woodland Street
P.O. Box 60070
Nashville, TN 37206

Re: Construction Plan Revision #1 Additional Utility Items
Contract: Blair Road West Extension
Project No. 25005
County: Rutherford

Mr. Ben Lawwell,

MasTec Civil LLC is pleased to submit the following pricing for the pay items added in the construction plan revision issued on January 7, 2026.

During our review of the updated plan set, we noted that TDOT pay item 611-12.05 was not identified in the estimated roadway quantities; however, it was found as an addition in the tabulated quantities on Sheet 2F1. We also noted that TDOT Pay Item 795-16.17 in the estimated roadway quantities table shows a quantity of 2.00 EA; however, we identified 4.00 EA required per the actual plan sheets.

Item No.	Description	Quantity	UOM	Unit Price	Extended Amount
611-12.05	CATCH BASINS, TYPE 12, > 16'-20' DEPTH	1.00	EACH	$11,284.18	$11,284.18
795-01.16	18IN DIP SIP JOINT WATER LINE	20.00	L.F.	$307.04	$6,140.81
795-01.26	1IN DIP SLIP JOINT WATER LINE	175.00	L.F.	$49.53	$8,669.29
795-06.34	CUT AND CAP 8IN WATER LINE	1.00	EACH	$3,587.77	$3,587.77
795-06.37	CUT AND CAP 12IN WATER LINE	1.00	EACH	$7,139.57	$7,139.57
795-06.38	CUT AND CAP 18IN WATER LINE	1.00	EACH	$10,203.43	$10,203.42
795-08.15	18IN BUTTERFLY VALVE ASSEMBLY	2.00	EACH	$11,679.88	$23,359.77
795-10.03	1IN AUTO AIR RELEASE VALVE ASSEMBLY	1.00	EACH	$1,887.99	$1,887.99
795-16.17	RELOCATE/RECCONECT 1IN WATER METER ASSEMBLY	4.00	EACH	$3,222.55	$12,890.23

MasTec CIVIL

Please review this proposal and let us know if you require further documentation. We look forward to proceeding with these updates to ensure the project remains on schedule.

Should you have any questions regarding this submission, please feel free to contact me at (904) 254-2772.

Sincerely,

Andrew Pollum
Assistant Project Manager
MasTec Civil, LLC

Signed by:
7674D730B97D41D...

CC: Timothy Bea; Jeffery Anderson

Blair Road West - Change Order #1 Costs Breakdown

INCLUDES ALL ITEMS AFFECTED BY PLANS REVISION FROM ORIGINAL BID QUANTITIES

ITEM NUMBER	DESCRIPTION	EXISTING QUANTITY	NEW QUANTITY	UNIT PRICE	TOTAL
611-12.01	CATCH BASINS, TYPE 12, 0' - 4' DEPTH	26	22	$5,800.00	-$23,200.00
611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	18	21	$6,000.00	$18,000.00
611-12.05	CATCH BASINS, TYPE 12, >16'-20' DEPTH	0	1	$11,284.18	$11,284.18
795-01.04	6IN DIP SLIP JOINT WATER LINE	165	105	$110.00	-$6,600.00
795-01.06	8IN DIP SLIP JOINT WATER LINE	1454	2335	$85.00	$74,885.00
795-01.10	12IN DIP SLIP JOINT WATER LINE	5051	4000	$125.00	-$131,375.00
795-01.16	18IN DIP SLIP JOINT WATER LINE	0	20	$307.04	$6,140.80
795-01.26	2IN DIP SLIP JOINT WATER LINE	575	0	$77.00	-$44,275.00
795-02.26	1IN DIP SLIP JOINT WATER LINE	0	175	$49.53	$8,667.75
795-06.34	CUT AND CAP 8IN WATER LINE	0	1	$3,587.77	$3,587.77
795-06.37	CUT AND CAP 12IN WATER LINE	0	1	$7,139.57	$7,139.57
795-06.38	CUT AND CAP 18IN WATER LINE	0	1	$10,203.42	$10,203.42
795-08.04	6IN GATE VALVE ASSEMBLY	7	12	$3,000.00	$15,000.00
795-08.05	8IN GATE VALVE ASSEMBLY	9	9	$3,500.00	$0.00
795-08.09	12IN GATE VALVE ASSEMBLY	14	14	$5,400.00	$0.00
795-08.15	18IN BUTTERFLY VALVE ASSEMBLY	0	2	$11,679.88	$23,359.76
795-10.03	1IN AUTO AIR RELEASE VALVE ASSEMBLY	0	1	$1,887.99	$1,887.99
795-10.05	2IN AUTO AIR RELEASE VALVE ASSEMBLY	1	5	$1,450.00	$5,800.00
795-11.02	FIRE HYDRANT ASSEMBLY	7	12	$10,000.00	$50,000.00
795-13.01	DI FITTINGS	11505	17170	$9.00	$50,985.00
795-16.17	RELOCATE/RECONNECT 1IN WATER METER ASSEMBLY	0	4	$3,222.55	$12,890.20
				TOTAL	**$94,381.44**

*	New item to be added

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 7.	First Reading - **Ordinance #2026-12** - An Ordinance to Amend Title 12, Chapter 6, Section 12-602 of the La Vergne Municipal Code Regarding the Residential Code.		
Department:	Codes	**Presented By:**	Joe White
Item Attachments:	1. Ordinance #2026-12		

Purpose:
Amend Title 12, Chapter 6, Section 12-602 of the Municipal Code.

Background:
The proposed amendment to Title 12, Chapter 6, Section 12-602 of the Municipal Code addresses a discrepancy identified by staff in Section 12-602 in which the word residential needs to be replaced with international.

Financial Summary:
There is no financial impact to the City.

Staff Recommendation:
Staff recommends approval.

ORDINANCE #2026-12

AN ORDINANCE TO AMEND TITLE 12, CHAPTER 6, SECTION 12-602 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE RESIDENTIAL CODE.

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE THAT:

SECTION I. Title 12, Chapter 6, Section 12-602 of the La Vergne Municipal Code be amended to read as follows:

Sec. 12-602. Modifications.

(1) Wherever the residential code refers to the "chief appointing authority," the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the residential code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the residential code.

(2) Section R101.1 Title. Insert "City of La Vergne, TN" for name of jurisdiction.

(3) Table R301.2. Delete and replace with the following:

Ground Snow Load	13 lb.
Wind Speed	115 mph
Topographic Effects	No
Seismic Design	D
Weathering	Severe
Frost Line	12"
Termite	Severe
Winter Design Temp	19° F
Ice Barrier	No
Air Freezing Index	1500 or less
Mean Avg. Temp. (F)	60.8° F

(4) Section R306 Flood Hazard Areas. Delete in its entirety.

(5) Section R309. Delete in its entirety.

(6) Chapter 11. Delete in its entirety and replace with Chapter 4 of the 2018 edition of the International Energy Efficiency Code. This chapter shall apply to all one and two-family dwellings and townhouses. This chapter shall be amended as follows:

(a) Section R402.4.1.2. Testing. Delete in its entirety and replace with Section 402.2.1. Testing Options and Section 402.4.2.2. Visual Inspection Option from the 2009 International Energy Conservation Code.

(b) Section R403.3.3. Duct Testing (Mandatory) is optional.

(c) Section R403.3.4. Duct Leakage (Prescriptive) is optional.

(d) Table 402.1.2. Insulation and Fenestration Requirements by Component. Delete in its entirety and replace with Table 402.1.1. Insulation and Fenestration Requirements by Component from the 2009 International Energy Conservation Code.

(e) Table 402.1.4. Equivalent U-Factors. Delete in its entirety and replace with Table 402.1.3. Equivalent U-Factors from the 2009 International Energy Conservation Code.

(f) Section R402.4.4. Rooms Containing Fuel Burning Appliances. Delete in its entirety.

(7) Section P2603.5.1 Sewer depth. Delete "[NUMBER]" in both places and replace with "12."

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. That this Ordinance take effect forthwith upon its final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen: _____
1st Reading

_____ _____
Jason Cole, Mayor 2nd Reading

ATTEST:

_____
Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 8.	First Reading - **Ordinance #2026-13** - An Ordinance to Amend the Fiscal Year 2026-2027 General Fund Budget		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. Ordinance #2026-13 - Amend the FY 2026-2027 General Fund Budget Police		

Purpose:
This is a budget amendment for the General Fund to allocate funds for the Oracle Public Safety Suite purchase and for the Emergency Police Vehicles Purchase.

Background:
Following a review of available public safety software platforms, the La Vergne Police Department selected the Oracle Public Safety Suite as the preferred solution to support the City's law enforcement operations. The suite includes: CAD component, records management system, mobile operations, evidence management, analytics and reporting, and public safety data integration.

The suite will allow the department to increase efficiency for officers and support personnel, improve disaster recovery and continuity of operations, reduce dependence on aging and vulnerable on-premises systems, improve reporting, analytics, and data management, continue compliance with CJIS and deliver enhanced cybersecurity through Oracle's secure cloud infrastructure.

The Police Department is currently experiencing a shortage of roadworthy patrol vehicles due to accidents which have resulted in the vehicles being declared total losses by the City's insurance carrier. Truckers Lighthouse LLC will strip usable parts and equipment from the totaled vehicles and install them into the new vehicles.

The loss of these patrol vehicles has created an immediate operational need to restore fleet capacity and ensure adequate patrol coverage, officer safety, and uninterrupted law enforcement services. Three 2026 Ford Explorer Police Interceptor Vehicles will be purchased from Ford of Murfreesboro.

Financial Summary:
The proposed budget amendment amount for these purchases is $503,054.

Staff Recommendation:
Staff recommends approval.

ORDINANCE #2026-13

AN ORDINANCE TO AMEND THE FISCAL YEAR 2026-2027 GENERAL FUND BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne as follows:

The 2026-2027 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-42100-945	Police – Communication Equipment	$	345,555
110-42100-944	Police – Transportation Equipment	$	157,499

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	$	503,054

THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen: _____
1st Reading

_____ _____
Jason Cole, Mayor 2nd Reading

ATTEST:

_____
Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 9.	First Reading - **Ordinance #2026-14** - An Ordinance to Amend Title 10 of the La Vergne Municipal Code by Adding a New Chapter Regulating the Keeping of Domestic Fowl and Amend the City Fee Schedule by Adding a New Permit Fee.		
Department:	Codes	**Presented By:**	Joe White
Item Attachments:	1. Ordinance #2026-14		

Purpose:
This ordinance establishes regulations for residents wishing to keep domestic fowl for personal use within the City of La Vergne. It creates an annual permit requirement, establishes operational standards, and adds a $25 annual permit fee to the City's Fee Schedule.

Background:

The ordinance:

- Requires an annual Codes Department permit.
- Limits the number and types of domestic fowl allowed on residential property.
- Prohibits roosters, guinea fowl, and peafowl.
- Establishes standards for coop construction, setbacks, and containment.
- Prohibits commercial breeding, slaughtering, and commercial sales.
- Authorizes enforcement by the Codes Department, including permit suspension or revocation for violations.

Financial Summary:
Creates a new $25 annual Domestic Fowl Permit to help offset administrative and enforcement costs.

Staff Recommendation:
Staff recommends approval.

ORDINANCE #2026-14

AN ORDINANCE TO AMEND TITLE 10 OF THE LA VERGNE MUNICIPAL CODE BY ADDING A NEW CHAPTER REGULATING THE KEEPING OF DOMESTIC FOWL AND AMEND THE CITY FEE SCHEDULE BY ADDING A NEW PERMIT FEE.

WHEREAS, the City of La Vergne desires to permit residents to keep a limited number of domestic fowl for personal use; and

WHEREAS, Title 10, Chapter 1 of the Municipal Code establishes general requirements applicable to all animals and fowl; and

WHEREAS, the Board of Mayor and Aldermen finds it necessary to establish additional regulations specific to domestic fowl; and

WHEREAS, the Board of Mayor and Aldermen finds it necessary to establish these reasonable regulations to protect the public health, safety, and welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE, AS FOLLOWS:

SECTION I. Title 10 of the Municipal Code is hereby amended by adding a new Chapter 4 that reads as follows:

CHAPTER 4 – DOMESTIC FOWL

Sec. 10-401. - Purpose and applicability.

(1) This chapter establishes regulations for the keeping of domestic fowl within the City of La Vergne.

(2) All domestic fowl shall also be subject to Chapter 1 of this title, including but not limited to:

(a) Sec. 10-101 – Running at large prohibited;

(b) Sec. 10-102 – Pen or enclosure to be kept clean;

(c) Sec. 10-103 – Adequate food, water, and shelter; and

(d) Sec. 10-104 – Nuisance prohibited.

Sec. 10-402. - Definitions.

As used in this chapter, unless the context otherwise indicates.

- Domestic Fowl means chickens, ducks, geese, turkeys, quail, and other domesticated birds customarily raised for eggs, meat or personal enjoyment.
- Chicken means a domesticated fowl of the species *Gallus gallus domesticus*.
- Hen means a female chicken.
- Rooster means a male chicken.
- Duck means any domesticated species of duck.
- Goose means any domesticated species of goose.
- Turkey means any domesticated species of turkey.
- Quail means any domesticated species of quail raised in captivity.
- Coop means a covered structure designed to shelter domestic fowl.
- Enclosure means a coop, pen, run, aviary, or fenced area used to contain domestic fowl.

Sec. 10-403. - Permit required.

(1) No person shall keep or maintain domestic fowl within the City without first obtaining an annual permit from the Codes Department.

(2) The permit shall be valid for one (1) year and must be renewed annually.

(3) Permit fees shall be as set forth in the city fee schedule.

(4) The Codes Department may require the following:

  (a) Applicant name, address and contact information;

  (b) Number of domestic fowl;

  (c) Site plan showing coop/enclosure location; and

  (d) Any additional information necessary for compliance.

(5) The Codes Department may inspect the property prior to issuance or renewal.

(6) Only one (1) domestic fowl permit shall be issued per residential parcel.

(7) Permits may be suspended or revoked for violations of this chapter or Title 10, Chapter 1.

Sec. 10-404. - Number and type of domestic fowl.

(1) Chickens: Maximum of ten (10) hens.

(2) Ducks: Maximum of six (6).

(3) Quail: Maximum of twenty (20).

(4) Roosters are prohibited.

(5) Guinea fowl and peafowl are prohibited.

(6) Geese and turkeys are prohibited on residential lots less than two (2) acres.

(7) On residential lots of two (2) acres or greater, a maximum of four (4) geese and/or turkeys may be kept.

Sec. 10-405. - Location and setbacks.

(1) Domestic fowl shall be kept only in the rear yard.

(2) Coops and enclosures shall be located:

(a) At least ten (10) feet from any property line; and

(b) At least twenty (20) feet from any neighboring residential structure, where practicable.

Sec. 10-406. – Enclosure standards.

(1) All domestic fowl shall be kept within a coop and/or enclosure at all times.

(2) Temporary structures consisting of primarily of tarps, pallets, scrap lumber, sheet plastic, or similar materials shall not constitute a compliant enclosure.

(3) Coops and enclosures shall be constructed of durable materials and maintained in good repair.

(4) Domestic fowl shall not run at large and must comply with Sec. 10-101.

Sec. 10-407. - Prohibited activities.

(1) Domestic fowl shall be kept for personal use only.

(2) The following are prohibited:

(a) Commercial breeding operations;

(b) Slaughtering domestic fowl on residential property;

(c) Commercial sale of eggs, meat, or related products.

Sec. 10-408. - Enforcement.

(1) This chapter shall be enforced by the Codes Department.

(2) Any violations shall be fined under the general penalty clause of the municipal code.

(3) The Codes Department may:

(a) Issue notices of violation or citations;

(b) Require corrective action;

(c) Suspend or revoke permits.

(4) Repeated violations may result in permit revocation.

SECTION II. The Codes Department, Permits section of the City of La Vergne Fee Schedule be amended by adding a new fee entitled "Domestic Fowl Permit" to read as follows:

Name / Purpose of Fee	**2025-2026**	**LMC / Ordinance Reference**
Codes Department		
• Permits		
* Domestic Fowl Permit	$25.00	LMC 10-403

SECTION III. 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 IV. That this Ordinance take effect forthwith upon its final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen: _____
1st Reading

_____ _____
Jason Cole, Mayor 2nd Reading

ATTEST:

_____
Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 10.	**Resolution #2026-21** - 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.		
Department:	City Recorder	**Presented By:**	Bruce Richardson
Item Attachments:	1. Resolution #2026-21		

Purpose:
This resolution will authorize items to be declared surplus to the City's needs and to be sold on GovDeals and for scrap.

Background:
In Section 1 of the resolution, we have a dumpster from the Public Works Department that is full.

In Section 3 there are two generators from the Public Works Department that are damaged and have been replaced.

Financial Summary:
It is unknown how much the City will receive from the sale of the items as scrap or from the potential sale on GovDeals.

Staff Recommendation:
Staff recommends approval.

RESOLUTION #2026-21

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.

WHEREAS, the City of La Vergne has identified various items of city-owned property as being surplus to the needs of the city and has determined it to be in the public interest to offer them for sale or destruction.

NOW, THEREFORE, BE IT RESOLVED BY THE LA VERGNE BOARD OF MAYOR AND ALDERMEN, AS FOLLOWS:

Section 1. Property declared surplus to the needs of the city government. The following described property is hereby declared to be of low value and surplus to the needs of the city.

Public Works Department	
Scrap Metal	Scrap metal dumpster is full of various items.

Section 2. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City Administrator is hereby authorized to allow the items enumerated in Section 1 of this Resolution to be sold for scrap.

Section 3. Property declared surplus to the needs of the city government. The following described property is hereby declared to be of low value and surplus to the needs of the city.

Item	**Description**	**VIN / Serial Number**
Public Works Department		
Capital Equipment 8500M Gas Generator	Gas Generator, motor runs, electrical inside is fried.	CGG13200
Generac XG8000E Gas Generator	Gas Generator, motor runs, electrical inside is fried.	N/A

Section 4. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City is hereby directed to conduct a public auction for the sale of the surplus items enumerated in Section 3 of this Resolution. If said auction does not result in an acceptable bid, the City Administrator is authorized to sell any unsold items of surplus property for scrap, or at his option, have the items disposed of as solid waste.

Section 5. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 7th day of July, 2026.

CITY OF LA VERGNE, TENNESSEE

_____
Jason Cole, Mayor

ATTEST:

_____
Joshua Miller, City Recorder

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year: NA	Manufacturer: NA	Model #: NA
Serial Number: NA		
Description of Use: SCRAP METAL DUMPSTER		
Color: NA	Size (L x W x H): NA	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: SCRAP METAL				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☐ No
If yes, should this property be sold for Scrap or Solid Waste?	■ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	SCRAP METAL
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: PUBLIC WORKS
Signature:	Date: 6/15/2026

I.T. Department Use Only:

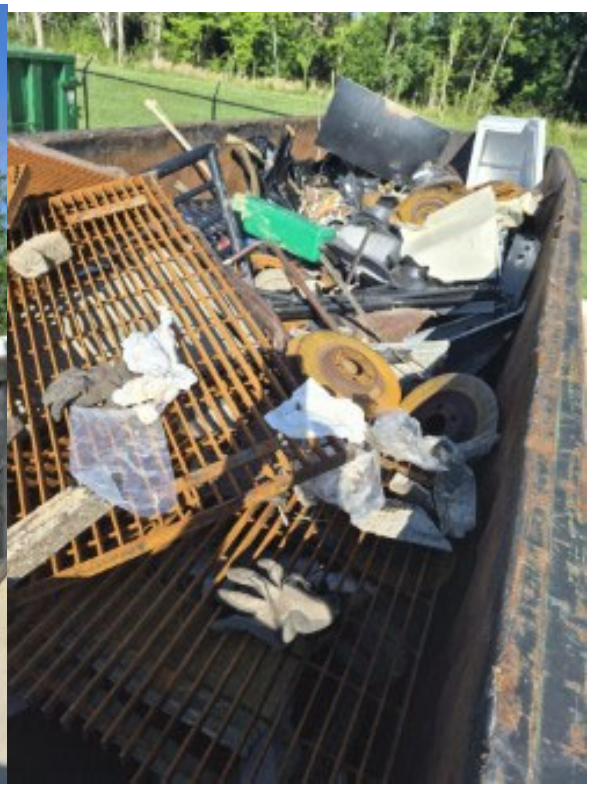
Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

30R044



CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year: UNK	Manufacturer: CAPITAL EQUIPMENT	Model #: 8500M
Serial Number: CGG13200		
Description of Use: GAS GENERATOR		
Color: GRAY	Size (L x W x H):	30" x 28" x 30"
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ■ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	■ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	■ Minor Damage		
Explain Damage or Repairs Needed: MOTOR RUNS. ELECTRICAL INSIDE IS FRIED.				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	REPLACED. NO LONGER NEEDED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: FIRE
Signature: [signature]	Date: 6/18/2026

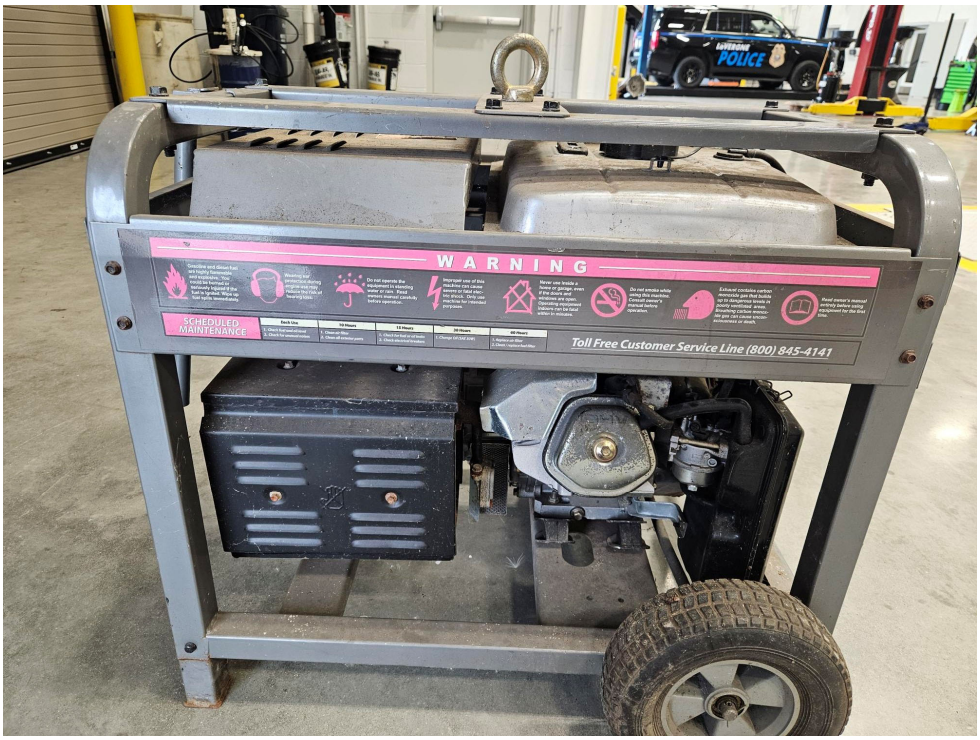
I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____


POLICE
WARNING
SCHEDULED MAINTENANCE
Toll Free Customer Service Line (800) 845-4141

CAPITAL EQUIPMENT
GAS GENERATOR
8500M
INDUSTRIAL
GENERATOR
CUSTOMER SERVICE
TOLL FREE HOTLINE
1-800-845-4141
AC OUT
HIGH PERFORMANCE
NAPA

GAS GENERATOR
8500M
STARTING INSTRUCTIONS
CIRCUIT PROTECTOR
PUSH TO RESET
ON OFF
AC 120V
AC 120V/240V
INDUSTRIAL
GENERATOR
HOURS
RUN TIME
POWER
PILOT
ON
OFF
NEGATIVE
POSITIVE
GROUND
DC OUT
DC OUT
30A
20A
30A
30A
AC OUT
VOLIMETER
HIGH PERFORMANCE

420cc

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year: UNK	Manufacturer: GENERAC	Model #: XG8000E
Serial Number: UNK		
Description of Use: GAS GENERATOR		
Color: ORANGE / BLACK	Size (L x W x H):	33" x 26" x 28"
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ■ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	■ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	■ Minor Damage		
Explain Damage or Repairs Needed: MOTOR RUNS. ELECTRICAL INSIDE IS FRIED.				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	REPLACED. NO LONGER NEEDED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: FIRE
Signature:	Date: 6/18/2026

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

GENERAC
XG8000E
8000
10000

GENERAC
XG8000E
8000
10000
HOT

GENERAC
XG8000E
8000
10000

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 11.	**Resolution #2026-22** - A Resolution of the City of La Vergne, Tennessee Amending and Restating Resolution #2026-13 which Established the Waldron Road Infrastructure Development District. (A public hearing will be held on Tuesday, July 7, 2026 at 5:45 p.m.)		
Department:	City Recorder	**Presented By:**	Bruce Richardson
Item Attachments:	1. Resolution #2026-22 2. Waldron Road Amendment Petition with Exhibit A 3. Waldron Road Petition - Executed 4933-4226-4477 1(49871445)		

Purpose:
The Board of Mayor and Alderman approved establishing the Waldron Road Infrastructure Development District on May 7, 2026.A petition to amend that Development District has been filed by Meritage Homes of Tennessee and M/I Homes of Nashville.

Background:
In establishing the Waldron Road Infrastructure Development District a special assessment, not to exceed $1,550.00 per year, was levied all parcels of property within the District. With this amendment to the Development District, Meritage Homes of Tennessee and M/I Homes of Nashville is seeking to increase that assessment amount to $1,750.00 per year.

Financial Summary:
There is no financial impact to the City.

Staff Recommendation:
Staff recommends approval.

RESOLUTION #2026-22

A RESOLUTION OF THE CITY OF LA VERGNE, TENNESSEE AMENDING AND RESTATING RESOLUTION #2026-13 WHICH ESTABLISHED THE WALDRON ROAD INFRASTRUCTURE DEVELOPMENT DISTRICT.

WHEREAS, Tennessee Code Annotated Sections 7-84-801 et seq. (the "Act") authorizes the City of La Vergne, Tennessee (the "City"), by resolution of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee (the "BOMA"), to (i) establish a real estate infrastructure development district and (ii) levy a special assessment on the properties located within the district to provide funding for the costs of the infrastructure necessary to develop the district;

WHEREAS, the Act requires that the establishment of such a district must first be petitioned by the developer of the proposed district and the owners of each of the properties located within the district; and

WHEREAS, Meritage Homes of Tennessee, Inc. and M/I Homes of Nashville LLC (collectively, the "Developer") and the owners of each parcel of property included within the boundaries of the real estate infrastructure development district described herein (the "District") previously filed a petition requesting that the BOMA to approve the establishment of the District and the levy of a special assessment against the properties located therein (the "Original Petition"); and

WHEREAS, on May 7, 2026, the BOMA properly established the District pursuant to Resolution #2026-13; and

WHEREAS, on June 23, 2026, the Developer filed a petition to amend Resolution #2026-13 (the "Petition to Amend") to increase the annual assessment amount from $1,550.00 to $1,7550.00 due to rising construction costs; and

WHEREAS, the Petition to Amend is attached hereto as Exhibit A and the Original Petition is attached as Exhibit B; and

WHEREAS, as required by the Act, the City has duly provided notice of and held a public hearing regarding the Petition to Amend, at which all persons whose property may be affected thereby were provided an opportunity to protest against the creation of the District; and

WHEREAS, the BOMA has determined that the establishment of the District as amended by the Petition to Amend is in the best interest of the City; and

WHEREAS, the BOMA determined that the improvements proposed to be funded with the proceeds of the petitioned special assessment will provide a unique and direct benefit to the properties within the District and that, without the installation of the

infrastructure proposed to be funded by the special assessment, the parcels within the District could not be developed as proposed; and

WHEREAS, the BOMA has considered the manner in which the costs of the special assessment are to be apportioned to the properties within District and has concluded that such costs are directly proportional to the benefits of the infrastructure to be funded thereby.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE, as follows:

1. The name of the real estate infrastructure development district established hereby (the "District") is designated as "Waldron Road Infrastructure Development District".

2. The City is eligible under the Act and hereby elects to serve as the host municipality, as defined by the Act, of the District.

3. The boundaries of the District are hereby established as set forth in Exhibit C attached hereto.

4. Each of the properties located within the District shall be subject to the special assessment described below.

5. The Developer comprises the following entities:

   a. Meritage Homes of Tennessee, Inc. located at 18655 North Claret Drive, Suite 400, Scottsdale, AZ 85255; ATTN: Nicole Boyle; and

   b. M/I Homes of Nashville LLC located at 725 Cool Springs Blvd., Suite 180 Franklin, TN 37067; ATTN: Dave Cumming

6. The proceeds of the special assessment shall be used to fund:

   a. the Infrastructure Costs (as defined by the Act) incurred by the Developer in connection with its acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (2) acquisition, construction or improvement of off-street parking facilities; (3) acquisition, construction, or improvement of water, wastewater, or stormwater facilities or improvements; (4) the land within the boundaries of the district required to be donated, dedicated, or otherwise made available to a governmental entity for public purposes; (5) projects similar to those listed above that are Infrastructure under the Act; and (6) acquisition, by purchase or otherwise, of real property to be donated, dedicated, or otherwise made available to a

governmental entity for public purposes (collectively, the "Authorized Improvements");

b. payments of principal of and interest on the bonds described below, capitalized interest, debt service reserves, financing costs and costs of issuance related to the bonds described below;

c. the Administrative Fee described below; and

d. any other costs permitted to be funded by the Act.

7. The special assessment (the "Assessment") shall be levied on each parcel of property within the District at a fixed annual amount not in excess of $1,750.00, over a period of not more than thirty (30) years.

8. The Assessment may be levied within the District on a phased basis, as and when each phase of the District is prepared for development, as may be determined by the Developer and established by the Mayor pursuant to Section 14 below.

9. The BOMA finds that the funding of the Authorized Improvements directly, uniquely, and specifically benefits the properties within the District, and without the installation of the infrastructure funded thereby, the parcels within the District could not be developed as proposed. The BOMA further finds that the proposed manner and amount of the Assessment apportions the Infrastructure Costs to each parcel of property within the District in a manner consistent with the benefits received by such parcel as a result of the construction and installation of the Authorized Improvements funded thereby.

10. The Assessment shall be levied, billed, and collected by the City on an annual basis, at the same time and in the same manner as ad valorem property taxes. The Assessment shall commence in such year as may be designated by the Mayor and may commence at separate times for separate phases of the District.

11. An administrative fee not in excess of the limits imposed by the Act (the "Administrative Fee") shall be withheld from the proceeds of the special assessment and used by the City and the Authority (as defined in Section 13 below) to defray the expenses of administering the District, all as permitted by the Act.

12. The District is established pursuant to the Act and shall be administered in accordance therewith.

13. The City hereby approves and requests that the Public Building Authority of Tipton County, Tennessee (the "Authority") to (i) enter into district administration agreements in compliance with the financing policies of the Authority's LIFT Program, (ii) issue one series of bonds, notes, or other debt obligations (in any case, the "Bonds"), and (iii) enter into a loan agreement (the "Loan Agreement") with The Industrial Development Board of the City of La Vergne (the "Board") under which the Authority will loan the

proceeds of the Bonds to the Board to finance the costs described in Section 6 above, and the Authority will repay the debt service on the Bonds, on behalf of the Board, solely from special assessment revenues provided to it by the City, as described herein. The Bonds shall be issued on such terms and conditions as the Authority may approve, provided that such terms and conditions are consistent with the terms of this resolution. The City hereby approves and requests that the Board enter into the Loan Agreement with the Authority as described above. Payment of each series of Bonds shall be made exclusively from the proceeds of the Assessment, or such portion of the Assessment as may be identified by the Authority and shall in no event constitute an indebtedness of the City or the Board, except with respect to the proceeds of the Assessment. The City is hereby authorized to pledge all or a portion of the proceeds of the Assessment, net of the Administrative Fee, to the Authority to provide for the payment of the Bonds. This Resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2 that proceeds of the Bonds will be used to finance all or a portion of the costs associated with the Authorized Improvements and to reimburse any such costs previously paid from other funds.

14. Notwithstanding the provisions of Section 13, no series of Bonds may be issued by the Authority until:

a. the City has entered into an intergovernmental agreement with the Board in substantially the form attached hereto as Exhibit D, providing for the allocation of the applicable portion of the Assessment revenues by the City to the Board and the Board's application of such revenues to the making of payments to the Authority to provide for the payment of the Bonds;

b. the Authority and the Board have entered into the Loan Agreement;

c. the Authority or the Board has entered into a development agreement with the Developer, providing for the construction and installation of the Authorized Improvements and the other infrastructure costs required to develop the District, or the applicable phase thereof; and

d. the Authority and the Board have received the written approval of the Mayor, which approval shall establish the precise rate of Assessment, identify the specific parcels within the District to be assessed, establish the precise term of the Assessment, and establish the portion of the Assessment to be pledged as the source of and security for the payment of such series of Bonds, in each case based on a written request from the Developer and within the parameters set forth in Section 7 above.

15. The Mayor is hereby authorized to execute and deliver any such certificates, instruments, and agreements, including without limitation (a) the written approval described in Section 14 above, (b) the intergovernmental agreement described in Section 14 above, and (c) agreements memorializing policies and procedures related to the administration of the Assessment, including policies relating to the rate and methodology

governing the implementation of the assessment, the reapportionment of assessments upon the request of property owners, reallocation of assessments upon subdivision of property, credits against assessment payments based upon other available funds, including earnings on reserve funds, maintenance of an assessment roll, and procedures for the prepayment of assessments, all as the Mayor may determine to be necessary or appropriate to accomplish the intent of this resolution.

16. If any section, paragraph, or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

17. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after its final passage the public welfare requiring such.

Resolved this the 7th day of July, 2026.

_____
Jason Cole, Mayor

ATTEST:

_____
Joshua Miller, City Recorder

EXHIBIT A
PETITION TO AMEND

(See Attached)

EXHIBIT B
ORIGINAL PETITION

(See Attached)

EXHIBIT C
DISTRICT BOUNDARIES

The District shall consist of the following parcels with the following descriptions:

Parcel A – Parcel No.: 029-022.02

MAP 029, P/O PARCEL 22.02
MERITAGE HOMES OF TENNESSEE, INC.
RECORD BOOK 2435, PAGE 2811 R.O.R.C., TN
MAP 029, P/O PARCEL 22.14
4,038,809 SQUARE FEET, 92.718± ACRES

A PARCEL OF LAND LYING IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY WOODLAND HILLS - S2 - LOTS 155 & 183-188 – P.BK. 12, PG. 129 (R.O.R.C., TN), THE TERMINUS OF BRIARGROVE DRIVE, WOODLAND HILLS – S4 – LOTS 264-266 & 272-273 – P.BK. 17, PG. 94 (R.O.R.C., TN), AND
BOB PARKS (029-23.00) – R.BK. 2030, PG. 2193 ON THE NORTH; CITY OF LAVERGNE (032-20.03) – R.BK. 2271, PG. 3190 (R.O.R.C., TN) AND HIGHPOINTE 24 PHASE II, LLC (029-020.00) – R.BK. 2248, PG. 2337 ON THE EAST; MARTIN KING & CORABEL ALEXANDER SHOFNER (032-006.00) – R.BK. 2309, PG. 2113 (R.O.R.C., TN), SHANEINE & WILLIAM NORFOLK (029-022.03) – R.BK. 2028, PG. 1531 (R.O.R.C., TN), D & J JOHNSON FAMILY TRUST (029-022.12) – R.BK. 2523, PG. 1921 (R.O.R.C., TN), JAMES & ALY THAYER (029-022.13) – R.BK. 1836, PG. 2060 (R.O.R.C., TN), MCGILL SUBDIVISION RESUB – LOT 3 – P.BK. 35, PG. 157 (R.O.R.C., TN), CARL RAY & DEBORAH KAY CONWAY (029-022.04) – D.BK. 601, PG. 82 (R.O.R.C., TN), AND EVERETT D. & PEGGY VINCILL (029-022.05) – D.BK. 273, PG. 1 (R.O.R.C., TN) ON THE SOUTH; AND DAVID PIERCE AND NANCY STARNES (029-022.14) – R.BK. 2435, PG. 2737 (R.O.R.C., TN), WALNUT RIDGE ESTATES SUBDIVISION – LOTS 42-44 – P.BK. 7, PG. 128 (R.O.R.C., TN), WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36 – P.BK. 15, PG. 243 (R.O.R.C., TN), AND THE TERMINUS OF VANGUARD DRIVE ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN LOCATED AT THE SOUTHEAST CORNER OF WOODLAND HILLS – S2 – LOT 154;
THENCE, WITH THE SOUTH LINE OF WOODLAND HILLS – S2 – LOT 155, S 81° 57' 09" E FOR A DISTANCE OF 5.03' TO THE ***POINT OF BEGINNING***;

THENCE, WITH THE SOUTH LINES OF WOODLAND HILLS - S2 - LOTS 155 & 183-188, THE TERMINUS OF BRIARGROVE DRIVE, THE SOUTH LINE OF WOODLAND HILLS – S4 – LOTS 264-266 & 272-273, AND THE SOUTH LINE OF PARKS (029-023.00) THE FOLLOWING (10) CALLS:

1. S 81° 57' 09" E FOR A DISTANCE OF 87.39' TO A POINT;

2. S 82° 58' 14" E FOR A DISTANCE OF 173.08' TO A POINT;
3. S 82° 17' 03" E FOR A DISTANCE OF 132.25' TO A POINT;
4. S 82° 24' 12" E THROUGH AN IRON PIPE AT 62.74’ AND FOR A TOTAL DISTANCE OF 281.33' TO A POINT;
5. S 82° 45' 19" E FOR A DISTANCE OF 173.14' TO A POINT;
6. S 81° 50' 13" E THROUGH AN IRON PIN (NO CAP) AT 66.49’ AND FOR A TOTAL DISTANCE OF 115.75' TO A POINT;
7. N 37° 36' 17" E FOR A DISTANCE OF 8.05' TO A POINT;
8. S 84° 22' 30" E FOR A DISTANCE OF 79.12' TO A POINT;
9. S 83° 55' 22" E FOR A DISTANCE OF 190.00' TO A POINT;
10. S 83° 37' 52" E THROUGH AN IRON PINS (NOT CAP) AT 70.00’ AND 201.00’ AND FOR A TOTAL DISTANCE OF 319.58' TO A POINT LOCATED IN THE SOUTH LINE OF PARKS (029-023.00);

THENCE, WITH THE SOUTH LINE OF PARKS (029-023.00) FOR THE FOLLOWING (8) CALLS:

1. S 83° 14' 19" E FOR A DISTANCE OF 153.41' TO A POINT;
2. S 82° 21' 59" E FOR A DISTANCE OF 158.31' TO A POINT;
3. S 82° 07' 16" E FOR A DISTANCE OF 310.21' TO A POINT;
4. S 85° 43' 45" E FOR A DISTANCE OF 150.65' TO A POINT;
5. N 87° 14' 08" E FOR A DISTANCE OF 113.38' TO A POINT;
6. N 88° 03' 46" E FOR A DISTANCE OF 303.86' TO A POINT;
7. N 86° 11' 52" E FOR A DISTANCE OF 149.82' TO A POINT;
8. N 85° 34' 06" E FOR A DISTANCE OF 279.70' TO A POINT LOCATED AT THE NORTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), THE SOUTHEAST CORNER OF PARKS (029-023.00), AND IN THE WEST LINE OF CITY OF LAVERGNE (032-020.03);

THENCE, WITH THE WEST LINE OF CITY OF LAVERGNE (032-020.03), THE FOLLOWING (2) CALLS:

1. S 07° 40' 53" W FOR A DISTANCE OF 192.61' TO AN IRON PIN (NO CAP);
2. S 31° 55' 42" W FOR A DISTANCE OF 55.13' TO AN IRON PIN (NO CAP) LOCATED AT THE SOUTHWEST CORNER OF CITY OF LAVERGNE (032-020.03) AND THE NORTHERNMOST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00);

THENCE, WITH THE WEST LINE OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), S 33° 05' 42" W FOR A DISTANCE OF 1,920.67' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), THE SOUTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), AND IN THE NORTH LINE OF SHOFNER (032-006.00);
THENCE, WITH THE NORTH LINE OF SHOFNER (032-006.00) N 83° 11' 34" W FOR A DISTANCE OF 526.16' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF SHOFNER (032-006.00) AND THE NORTHEAST CORNER OF NORFOLK (029-022.03);
THENCE, WITH THE NORTH LINES OF NORFOLK (029-022.03), D & J JOHNSON

FAMILY TRUST (029-022.12), AND THAYER, N 74° 04' 45" W THROUGH AN IRON PINS (SEC) AT 257.03’ AND 451.07’ AND FOR A TOTAL DISTANCE OF 645.11' TO A POINT LOCATED AT THE NORTHWEST CORNER OF THAYER AND THE NORTHEAST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11);
THENCE, WITH THE NORTH LINE OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11) N 74° 02' 42" W FOR A DISTANCE OF 349.56' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 AND THE NORTHEAST CORNER OF CONWAY (029-022.04);
THENCE, WITH THE NORTH LINES OF CONWAY (029-022.04) AND VINCILL (029-022.05) N 74° 10' 15" W FOR A DISTANCE OF 620.22' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF THIS PARCEL AND THE SOUTHEAST CORNER OF WALNUT RIDGE ESTATES SUBDIVISION – LOT 44 AND THE NORTHEAST CORNER OF WALNUT RIDGE ESTATES SUBDIVISION – LOT 45;
THENCE, WITH THE EAST LINES OF WALNUT RIDGE ESTATES SUBDIVISION – LOTS 42-44, THE FOLLOWING (2) CALLS:

1. N 25° 29' 53" E FOR A DISTANCE OF 410.00' TO A POINT;
2. N 09° 59' 44" E FOR A DISTANCE OF 278.11' TO A POINT LOCATED AT THE SOUTHEAST CORNER OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36;

THENCE, WITH THE EAST LINE OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36, N 38° 30' 03" E FOR A DISTANCE OF 134.94' TO A POINT LOCATED AT THE NORTHEAST CORNER OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36, A SOUTHERN CORNER OF PIERCE-STARNES AND AN WEST CORNER OF THIS PARCEL;

THENCE, WITH THE NORTH, EAST, SOUTH AND WEST LINES OF PIERCE-STARNES, THE FOLLOWING CALLS:

1. S 82° 18' 22" E FOR A DISTANCE OF 33.46' TO A POINT;
2. N 12° 54' 11" W FOR A DISTANCE OF 62.61' TO A POINT;
3. N 08° 41' 43" E FOR A DISTANCE OF 61.05' TO A POINT;
4. N 30° 01' 09" E FOR A DISTANCE OF 61.05' TO A POINT;
5. N 51° 20' 34" E FOR A DISTANCE OF 61.05' TO A POINT;
6. N 72° 39' 59" E FOR A DISTANCE OF 61.05' TO A POINT;
7. S 06° 40' 18" E FOR A DISTANCE OF 110.00' TO A POINT;
8. A CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 55.00', WITH AN ARC LENGTH OF 83.25', WITH A CHORD BEARING OF S 53° 18' 28" E , WITH A CHORD LENGTH OF 75.53' ;
9. S 09° 56' 37" E FOR A DISTANCE OF 214.65' TO A POINT;
10. N 85° 37' 36" E FOR A DISTANCE OF 359.09' TO A POINT;
11. N 51° 51' 44" W FOR A DISTANCE OF 50.00' TO A POINT;
12. N 52° 54' 51" W FOR A DISTANCE OF 50.00' TO A POINT;
13. N 62° 43' 23" W FOR A DISTANCE OF 50.00' TO A POINT;
14. N 59° 18' 57" W FOR A DISTANCE OF 79.76' TO A POINT;
15. N 37° 25' 41" W FOR A DISTANCE OF 61.05' TO A POINT;
16. N 16° 06' 16" W FOR A DISTANCE OF 61.05' TO A POINT;
17. N 04° 39' 46" E FOR A DISTANCE OF 57.90' TO A POINT;

18. N 25° 59' 12" E FOR A DISTANCE OF 64.20' TO A POINT;
19. N 47° 52' 00" E FOR A DISTANCE OF 61.05' TO A POINT;
20. N 69° 11' 26" E FOR A DISTANCE OF 61.05' TO A POINT;
21. S 10° 08' 52" E FOR A DISTANCE OF 110.00' TO A POINT;
22. A CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 55.00', WITH AN ARC LENGTH OF 97.59', WITH A CHORD BEARING OF S 49° 18' 56" E , WITH A CHORD LENGTH OF 85.28' ;
23. A REVERSE CURVE, TURNING TO THE LEFT WITH A RADIUS OF 50.00', WITH AN ARC LENGTH OF 53.33', WITH A CHORD BEARING OF S 29° 02' 17" E , WITH A CHORD LENGTH OF 50.84' ;
24. A REVERSE CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 325.00', WITH AN ARC LENGTH OF 43.85', WITH A CHORD BEARING OF S 55° 43' 38" E , WITH A CHORD LENGTH OF 43.81';
25. S 51° 51' 44" E FOR A DISTANCE OF 161.22' TO A POINT;
26. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 475.00', WITH AN ARC LENGTH OF 97.99', WITH A CHORD BEARING OF S 57° 46' 20" E , WITH A CHORD LENGTH OF 97.82' ;
27. S 63° 40' 55" E FOR A DISTANCE OF 44.64' TO A POINT;
28. N 26° 19' 05" E FOR A DISTANCE OF 109.86' TO A POINT;
29. S 64° 04' 30" E FOR A DISTANCE OF 19.97' TO A POINT;
30. N 26° 19' 05" E FOR A DISTANCE OF 178.42' TO A POINT;
31. N 63° 40' 55" W FOR A DISTANCE OF 35.82' TO A POINT;
32. N 63° 40' 08" W FOR A DISTANCE OF 100.72' TO A POINT;
33. N 60° 35' 20" W FOR A DISTANCE OF 57.73' TO A POINT;
34. N 55° 20' 36" W FOR A DISTANCE OF 58.50' TO A POINT;
35. N 50° 14' 05" W FOR A DISTANCE OF 55.76' TO A POINT;
36. N 48° 21' 51" W FOR A DISTANCE OF 250.00' TO A POINT;
37. N 41° 38' 09" E FOR A DISTANCE OF 110.00' TO A POINT;
38. N 48° 21' 51" W FOR A DISTANCE OF 39.00' TO A POINT;
39. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 275.00', WITH AN ARC LENGTH OF 160.99', WITH A CHORD BEARING OF N 65° 08' 05" W , WITH A CHORD LENGTH OF 158.70' ;
40. N 81° 54' 19" W FOR A DISTANCE OF 39.99' TO A POINT;
41. S 08° 05' 41" W FOR A DISTANCE OF 24.86' TO A POINT;
42. S 19° 12' 25" W FOR A DISTANCE OF 29.63' TO A POINT;
43. S 29° 57' 25" W FOR A DISTANCE OF 131.51' TO A POINT;
44. S 27° 37' 47" W FOR A DISTANCE OF 211.76' TO A POINT;
45. S 72° 39' 59" W FOR A DISTANCE OF 210.11' TO A POINT;
46. S 51° 20' 34" W FOR A DISTANCE OF 70.47' TO A POINT;
47. N 49° 19' 09" W FOR A DISTANCE OF 132.28' TO A POINT;
48. N 90° 00' 00" E FOR A DISTANCE OF 0.00' TO A POINT;
49. N 51° 20' 34" E FOR A DISTANCE OF 119.42' TO A POINT;
50. N 31° 29' 27" E FOR A DISTANCE OF 271.18' TO A POINT;
51. N 81° 54' 19" W FOR A DISTANCE OF 490.24' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF THIS PARCEL;

THENCE, WITH THE EAST LINE OF PIERCE-STARNES AND ACROSS THE TERMINUS OF VANGUARD DRIVE, N 08° 05' 41" E FOR A DISTANCE OF 176.02' TO THE ***POINT OF BEGINNING***;

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE, INC. BY DEED OF RECORD IN BOOK 2435, PAGE 2811 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

Parcels B & C: Parcel Nos. 029-023.00-000 & 029-023.01-000

MAP 29, PARCEL(S) 23.00 & 23.01

A TRACT OF LAND LOCATED IN THE 3rd CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE. BEING BOUND IN GENERAL ON THE NORTH BY THE SOUTH RIGHT OF WAY OF INTERSTATE 24, ON THE EAST BY PHASE 1, HIGHPOINTE SUBDIVISION (PLAT BOOK 48, PAGE 273) ON THE SOUTH BY JOHN M. GILLILAN LIVING TRUST (MAP 29, PARCEL 22.02 RECORD BOOK 1413, PAGE 2036), AND ON THE WEST BY SECTION 4, WOODLAND HILLS SUBDIVISION (PLAT BOOK 17, PAGE 94), SECTION 7, WOODLAND HILLS SUBDIVISION (PLAT BOOK 25, PAGE 124), SECTION 6, WOODLAND HILLS SUBDIVISION (PLAT BOOK 23, PAGE 3), SECTION 3, WOODLAND HILLS SUBDIVISION (PLAT BOOK 14, PAGE 194), SECTION 5, WOODLAND HILLS SUBDIVISION (PLAT BOOK 16, PAGE 254), AND WALDRON ROAD INDUSTRIAL PARK SUBDIVISION (PLAT BOOK 11, PAGE 193). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT IN THE SOUTHWESTERLY RIGHT OF WAY OF INTERSTATE 24. SAID MONUMENT BEING THE NORTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION; THENCE, WITH SAID RIGHT OF WAY FOR THE NEXT (3) CALLS:

1) S 51°35'44" E FORA DISTANCE OF 1,387.55' TO AN IRON PIN;
2) THENCE, S 51°53'27" E FOR A DISTANCE OF 203.61' TO AN IRON PIN;
3) THENCE, S 50°44'37" E FOR A DISTANCE OF 267.59' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH) AT THE NORTHWEST CORNER OF LOT 1, PHASE 1 HIGHPOINTE SUBDIVISION;

THENCE, WITH THE WEST LINE OF SAID LOT FOR THE NEXT (2) CALLS:

1) S 09°10'26" W FOR A DISTANCE OF 524.60' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH);
2) THENCE, S 09°20'56" W FOR A DISTANCE OF 626.49' TO AN IRON PIN AT THE NORTHWEST CORNER OF LOT 4, PHASE 1, HIGHPOINTE SUBDIVISION;
THENCE, WITH THE WEST LINE OF LOT 4 S 09°19'56" W FOR A DISTANCE OF 298.01' TO AN IRON PIN AT THE NORTHEAST CORNER OF JOHN M. GILLILAND LIVING TRUST;

THENCE, WITH THE NORTH LINE OF GILLILAND AND GENERALLY FOLLOWING A FENCE FOR THE NEXT (9) CALLS:

1) S 85°34'06" W FOR A DISTANCE OF 279.70' TO AN IRON PIN;
2) THENCE, S 86°11 '52" W FOR A DISTANCE OF 149.82' TO AN IRON PIN;
3) THENCE, S 88°03'46" W FOR A DISTANCE OF 303.86' TO AN IRON PIN;
4) THENCE, S 87°14'08" W FOR A DISTANCE OF 113.38' TO AN IRON PIN;
5) THENCE, N 85°43'45" W FOR A DISTANCE OF 150.65' TO AN IRON PIN;
6) THENCE, N 82°07'16" W FOR A DISTANCE OF 310.21' TO AN IRON PIN;
7) THENCE, N 82°21 '59" W FOR A DISTANCE OF 158.31' TO AN IRON PIN;
8) THENCE, N 83°14'19" W FOR A DISTANCE OF 153.41' TO AN IRON PIN;
9) THENCE, N 83°37'52" W FOR A DISTANCE OF 119.23' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 273, SECTION 4, WOODLAND HILLS SUBDIVISION;

THENCE, WITH WOODLAND HILLS SUBDIVISION FOR THE NEXT (24) CALLS:

1) N 26°25'04" E FOR A DISTANCE OF 204.60' TO AN IRON PIN;
2) THENCE, N 29°49'34" E FOR A DISTANCE OF 50.09' TO AN IRON PIN;
3) THENCE, N 31 °07'43" E FOR A DISTANCE OF 148.29' TO AN IRON PIN;
4) THENCE, N 33°36'40" E FOR A DISTANCE OF 10.98' TO AN IRON PIN AT THE SOUTHWEST CORNER OF LOT 360, SECTION 7, WOODLAND HILLS SUBDIVISION;
5) S 56°23'20" E FOR A DISTANCE OF 221.11' TO AN IRON PIN;
6) THENCE, S 82°58'06" E FOR A DISTANCE OF 530.92' TO AN IRON PIN;
7) THENCE, N 83°18'15" E FOR A DISTANCE OF 379.61' TO A POINT IN THE CENTER LINE OF DRIFTWOOD COVE;
8) THENCE, WITH SAID CENTER LINE AND WITH A CURVE TURNING TO THE LEFT, WITH AN ARC LENGTH OF 20.92', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF N 04°05'08" E, AND A CHORD LENGTH OF 20.91' TO A POINT;
9) THENCE, LEAVING SAID CENTER LINES 88°54'40" E PASSING THROUGH AN IRON PIN AT 25' FOR A TOTAL DISTANCE OF 131.17' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 373, SECTION 7, WOODLAND HILLS SUBDIVISION;
10) THENCE, N 06°41 '45" W FOR A DISTANCE OF 170.25' TO AN IRON PIN;
11) THENCE, S 83°18'15" W FOR A DISTANCE OF 10.31' TO AN IRON PIN WITH CAP STAMPED (SEC);
12) THENCE, N 32°36'38" W FOR A DISTANCE OF 58.78' TO AN IRON PIN;
13) THENCE, N 14°35'19" W FOR A DISTANCE OF 66.98' TO AN IRON PIN;

14) THENCE, N 07°22'14" E FORA DISTANCE OF 77.43' TO AN IRON PIN;
15) THENCE, N 03°13'18" W FOR A DISTANCE OF 166.41' TO AN IRON PIN WITH CAP STAMPED (SEC);
16) THENCE, N 22°42'27" W FOR A DISTANCE OF 171.64' TO AN IRON PIN IN THE EAST LINE OF LOT 310, SECTION 6, WOODLAND HILLS SUBDIVISION;
17) N 12°56'22" W FORA DISTANCE OF 148.01' TO AN IRON PIN;
18) THENCE, N 22°29'36" W FOR A DISTANCE OF 75.99' TO AN IRON PIN;
19) THENCE, N 37°36'00" W FOR A DISTANCE OF 210.80' TO AN IRON PIN;
20) THENCE, N 62°12'20" W FOR A DISTANCE OF 151.46' *TO* AN IRON PIN;
21)THENCE, N77°34'15"WFORADISTANCEOF182.79'-OAN IRON PIN;
22) THENCE, S 82°13'46" W FOR A DISTANCE OF 53.01' TO AN IRON PIN;
23) THENCE, N 81°46'32" W FOR A DISTANCE OF 366.12' -o AN IRON PIN IN THE NORTH LINE OF LOT 215, SECTION 3, WOODLAND HILLS SUBDIVISION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 302, SECTION 5, WOODLAND HILLS SUBDIVISION;
24) THENCE, N 08°05'59" E FOR A DISTANCE OF 405.76' TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 300 OF SAID SECTION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 7, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION; THENCE, N 08°07'40" E FOR A DISTANCE OF 280.20' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION;

THENCE, N 08°07'40" E FOR A DISTANCE OF 395.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 47.964 ACRES, MORE OR LESS, ACCORDING TO SURVEY PREPARED BY SITE ENGINEERING CONSULTANTS, DAVID A. PARKER, TN RLS NO. 2381, DATED MAY 07, 2024.

EXHIBIT D
FORM OF INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Intergovernmental Agreement") is dated as of _____ __, 2026 by and between THE CITY OF LA VERGNE, TENNESSEE (the "City"), a public corporation, and THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE (the "Board"), a non-profit corporation and a public instrumentality of City of La Vergne, Tennessee.

RECITALS

The City is authorized by Tenn. Code Ann. §§ 7-84-801 et seq. (the "Special Assessment Act") to (i) establish a real estate infrastructure development district, (ii) levy a special assessment on the properties located within the district to provide funding for the costs of the infrastructure necessary to develop the district and (iii) use the revenues from the special assessment so levied to pay debt service on bonds issued to finance such public infrastructure improvements.

Pursuant to the Special Assessment Act, the Board of Mayor and Aldermen of the City enacted Resolution No. __, (as the same may be supplemented and amended from time to time, the "Establishment Resolution ") which (i) designated an area within the City more particularly described therein to be known as the Waldron Road Infrastructure Development District (as such infrastructure development district may be amended from time to time in accordance with the Special Assessment Act and the Establishment Resolution, the "WR IDD") as a real estate infrastructure development district under the provisions of the Special Assessment Act; and (ii) together with and as more fully detailed in the Certificate of Mayor as to Final Assessment Designation dated the date hereof, levied an assessment amount per parcel of property within the WR IDD at a fixed annual amount not in excess of $1,750.00, over a period of not more than thirty (30) years (the "Assessment").

Pursuant to the Special Assessment Act and the Establishment Resolution, the revenues collected from the Assessment (the "Special Assessment Revenues") may be applied to the funding of the public infrastructure improvements (the "Projects").

Pursuant to the Special Assessment Act and specifically Tenn. Code Ann. § 7-84-815, the City, in the Establishment Resolution, approved and requested that the Public Building Authority of Tipton County, Tennessee (the "Authority") (i) enter into district administration agreements in compliance with the financing policies of the Authority's LIFT Program, (ii) issue one series of bonds, notes, or other debt obligations (in any case, the "Bonds"), and (iii) enter into a loan agreement (the "Loan Agreement") with the Board under which the Authority will loan the proceeds of the Bonds to the Board to finance the Projects, and the Authority will repay the debt service on the Bonds, on behalf of the Board, solely from Special Assessment Revenues.

For the purposes of funding the Projects for the benefit of the WR IDD, the Bonds will be designated Special Assessment Revenue Bonds (Waldron Road Infrastructure Development District) and issued in one series, in an aggregate principal amount of up to $7,500,000 (the "Series 2026 Bonds"). The Series 2026 Bonds will be payable from the Special Assessment Revenues collected by the City, and the proceeds of the Series 2026 Bonds will be applied to the costs of the Projects.

Pursuant to the Special Assessment Act and Tenn. Code Ann. §§ 7-53-101 et seq. and 12-10-101 et seq., the Board is authorized to enter into the Loan Agreement with the Authority to facilitate the borrowing and the monetization of the Special Assessment Revenues on behalf of the City.

The Series 2026 Bonds will be issued pursuant to the terms of the Loan Agreement between the Board and the Authority and a Trust Indenture dated on or about _____ __, 2026 (the "Indenture") between the Authority and UMB, National Association, as trustee (the "Trustee"). Pursuant to the Loan Agreement, the Board will assign to the Authority, and pursuant to the Indenture, the Authority will assign to the Trustee, the right to receive the Special Assessment Revenues collected by the City to secure payment of the Series 2026 Bonds.

Pursuant to the Special Assessment Act and the Establishment Resolution, the City is authorized to enter into this Intergovernmental Agreement and to contribute and pledge the Special Assessment Revenues to the Board to be further assigned to the Authority to provide for the payment of the Series 2026 Bonds and any other bonds issued pursuant to the Indenture.

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual covenants and agreements set forth below, the receipt and adequacy of which is hereby acknowledged by both parties hereto, the City and Board hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms not defined herein shall have the meaning given such terms in the Recitals of this Intergovernmental Agreement. In addition, the following terms shall have the meanings set forth below:

(a) "Holder," or "holder" or "Bondholder" shall mean a holder of any Series 2026 Bonds as described in the Trust Indenture.

(b) "Intergovernmental Agreement" means this Intergovernmental Agreement, as supplemented or amended from time to time.

(c) "State" shall mean the State of Tennessee.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by the City. The City makes the following representations and warranties:

(a) The City is a public corporation in the State of Tennessee. The City has the power to enter into this Intergovernmental Agreement and the transactions contemplated hereunder and to carry out its obligations hereunder. The City has duly authorized the execution and delivery of this Intergovernmental Agreement.

(b) This Intergovernmental Agreement has been duly and properly authorized, executed, sealed and delivered by the City, constitutes the valid and legally binding obligation of the City, and is fully enforceable against the City in accordance with its terms; provided, however, that the enforceability and binding nature of this Intergovernmental Agreement is subject to bankruptcy, insolvency, reorganization and other state and federal laws affecting the enforcement of creditors' rights, and, to the extent that certain remedies under this Intergovernmental Agreement require, or may require enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose.

(c) There are no proceedings pending or, to the knowledge of the City, threatened before any court or administrative agency which may affect the authority of the City to enter into this Intergovernmental Agreement, to undertake the transactions contemplated hereby or to carry out its obligations hereunder.

(d) The execution, delivery and performance by the City of this Intergovernmental Agreement do not and shall not constitute a violation or breach of or a default under any existing mortgage, indenture, contract, instrument or agreement binding on the City or affecting its property, or any provision of law or order of any court binding upon the City.

Section 2.02 Representations and Warranties by the Board. The Board makes the following representations and warranties:

(a) The Board is a non-profit corporation and a public instrumentality of City of La Vergne, Tennessee. The Board has the power to enter into this Intergovernmental Agreement and to undertake the transactions contemplated hereby and to carry out its obligations hereunder. The Board has duly authorized the execution and delivery of this Intergovernmental Agreement.

(b) This Intergovernmental Agreement has been duly and properly authorized, executed, sealed, and delivered by the Board, constitutes the valid and legally binding obligation of the Board, and is fully enforceable against the Board in accordance with its terms; provided, however, that the enforceability and binding nature of this Intergovernmental Agreement is subject to bankruptcy, insolvency, reorganization and other state and federal laws affecting the enforcement of creditors' rights, and, to the extent that certain remedies under this Intergovernmental Agreement require, or may require enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose.

(c) There are no proceedings pending or, to the knowledge of the Board, threatened before any court or administrative agency which may affect the Authority of the Board to enter into this Intergovernmental Agreement, to undertake the transactions contemplated hereby or to carry out its obligations hereunder.

(d) The execution, delivery and performance by the Board of this Intergovernmental Agreement does not and shall not constitute a violation or breach of or default under the Act, any existing mortgage, indenture, contract, instrument or agreement binding on the Board or affecting its property, or any provision of law or order of any court binding upon the Board.

ARTICLE III
COVENANTS AND AGREEMENTS OF THE CITY

Section 3.01 Collection of Special Assessment Revenues. The City shall comply in all material respects with the requirements of the laws of the State, the Special Assessment Act and the Establishment Resolution relating to the collection of Special Assessment Revenues. The City shall cause the Assessment to be billed to property owners at the same time and in the same manner as property taxes. The City agrees to enforce payment of the Assessment so billed, as provided by law, in a timely fashion. The collection of delinquent Assessments shall be pursued by the City in the same manner as the collection of property taxes levied by the City.

Section 3.02 Pledge and Transfer of Special Assessment Revenues. So long as the Series 2026 Bonds remain outstanding, the City hereby agrees to remit the Special Assessment Revenues so collected to the Board, to be further remitted by the Board in the manner and for the purposes described in Article IV below. The City agrees that all Special Assessment Revenues that have then been collected and

not previously transferred to the Board shall, on the 15th day of each April and October, be transferred to and deposited with the Board. Prior to such transfer, the City shall take any and all necessary steps to identify such collected Special Assessment Revenues as restricted solely for the purposes described herein, and the City shall not pledge, encumber, transfer or spend such Special Assessment Revenues. Nothing herein shall preclude the Board from directing that the transfer of Special Assessment Revenues to it be accomplished by a direct transfer of such revenues by the City to a designated account established by the Authority in connection with the issuance of the Series 2026 Bonds, including the Revenue Fund described in Section 4.02 below; and the City will comply with any such directions.

Section 3.03 Preservation of WR IDD. The City will not take any action that would (i) reduce the size of the WR IDD, (ii) reduce the final, established rate of Assessment, or (iii) terminate or otherwise limit the term of the WR IDD.

Section 3.04 Continuing Disclosure; Additional Actions. The City will provide the Board and Authority with sufficient data to enable the Board and the Authority to comply with any continuing disclosure undertaking with respect to the Bonds, including without limitation information regarding the assessed value of real property within the WR IDD, and the collection of Special Assessment Revenues. The City Mayor and the City Finance Director and the other officers and employees of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates which they may deem necessary or advisable in order to facilitate the issuance, sale and delivery of the Series 2026 Bonds by the Authority and the execution and delivery of the loan agreement described in Section 4.01 below.

ARTICLE IV
COVENANTS AND AGREEMENTS OF THE BOARD

Section 4.01 Loan Agreement between the Authority and the Board. In connection with the issuance of the Series 2026 Bonds by the Authority, the Board hereby agrees that it will enter into a Loan Agreement with the Authority pursuant to which (a) the proceeds of the Series 2026 Bonds will be loaned by the Authority to the Board for further application to the costs of the Projects, and (b) the Special Assessment Revenues remitted by the City to the Board hereunder shall be further remitted to the Authority to provide for the payment of the Series 2026 Bonds.

Section 4.02 Establishment of Revenue Fund. The Board will request that the Authority establishes a separate and discrete fund or account (the "Revenue Fund"), which shall be held by the Trustee under the Indenture, for deposit of the Special Assessment Revenues paid to the Trustee by or on behalf of the City in accordance with this Intergovernmental Agreement, which fund will be held in trust by the Trustee, separate and apart from all other funds of the Authority, Board, the City or the Trustee.

Section 4.03 Prohibition on Actions Without the Consent of the City. Without the prior written consent of the City, the Board shall not grant any waiver, take any action, omit to take any action or, to the extent such action or omission is within the control of the Board, permit any other person or entity to take any action or omit to take any action, under any documents relating to the Series 2026 Bonds, if such waiver, action or omission would constitute or result in the sale, use, pledging or other disposition of all or any part of the Special Assessment Revenues, except to the extent that the execution and delivery of this Intergovernmental Agreement, the establishment of the Revenue Fund under the Indenture, and the issuance of the Series 2026 Bonds constitutes a sale, use, pledging or other disposition of the Special Assessment Revenues.

ARTICLE V
MISCELLANEOUS

Section 5.01 Limited Liability of the City and the Board.

(a) The Series 2026 Bonds shall be limited obligations of the Board and the Authority, the principal of, premium, if any, and interest on which are payable solely from the Special Assessment Revenues to be received by the Board from the City pursuant to this Intergovernmental Agreement, and neither the Series 2026 Bonds, nor the interest or any premium thereon, shall ever constitute an indebtedness or a charge against the general credit or taxing powers of the City or any other public body, and the Series 2026 Bonds shall not constitute an indebtedness to which the faith or credit of the City or any other public body is pledged.

(b) No provision of this Intergovernmental Agreement, or any agreement, document, instrument or certificate executed, delivered or approved by the City or the Board in connection with the issuance, sale, delivery or administration of the Series 2026 Bonds shall require the City or the Board to expend or risk its own general funds, the obligations and liabilities of the City or the Board under this Intergovernmental Agreement or any documents related to the Series 2026 Bonds being solely the obligations and liability of the City and the Board under this Intergovernmental Agreement, which are payable solely from the Special Assessment Revenues.

(c) Neither the Holders nor any other person shall have any claim against the City or the Board or any officer, official, agent or employee of the City or the Board for damages suffered as a result of the City's or the Board's failure to perform in any respect any covenant, undertaking or obligation under this Intergovernmental Agreement or any documents relating to the Series 2026 Bonds or as a result of the incorrectness of any representation in, or omission from, any of this Intergovernmental Agreement, except to the extent that any such claim relates to the obligation of the City and the Board under this Intergovernmental Agreement to contribute Special Assessment Revenues. Nothing contained in this Intergovernmental Agreement or in any of documents related to the Series 2026 Bonds shall be construed to preclude any action or proceeding in any court or before any governmental body, agency or instrumentality against the City or the Board or any of its officers, officials, agents or employees to enforce the provisions of this Intergovernmental Agreement or any of the documents related to the Series 2026 Bonds.

Section 5.02 Waiver of Personal Liability. No officer, official, agent or employee of the City or the Board shall be individually or personally liable for the payment of any monies pursuant to this Intergovernmental Agreement or for any pecuniary liabilities whatsoever; but nothing herein contained shall relieve any such officer, official, agent or employee from the performance of any official duty provided by law or this Intergovernmental Agreement.

Section 5.03 Benefit of Intergovernmental Agreement. Except as described in Section 5.07 below, (a) nothing in this Intergovernmental Agreement, expressed or implied, is intended to give to any person other than the Board and the City any right, remedy or claim under or by reason of this Intergovernmental Agreement; and (b) any covenants, stipulations, promises or agreements in this Intergovernmental Agreement contained by and on behalf of the City and the Board shall be for the sole and exclusive benefit of the City and Board, as applicable.

Section 5.04 Enforcement of Intergovernmental Agreement.

(a) If any material representation or warranty made herein proves to be false or misleading in any material respect when made or affirmed, no breach or violation of this Intergovernmental Agreement

shall be deemed to occur unless and until written notice has been given to the party making such representation or warranty and such party has not remedied this failure or misrepresentation within a thirty (30) day period thereafter.

(b) No breach or violation of this Intergovernmental Agreement shall be deemed to occur as a result of the failure to observe or perform any covenant or agreement set forth herein unless and until written notice has been given to the party failing to observe or perform such covenant or agreement and such party has not remedied this failure within a thirty (30) day period thereafter.

(c) If a breach of this Intergovernmental Agreement is not remedied or cured within the time periods set forth in (a) and (b), the parties may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant under this Intergovernmental Agreement.

Section 5.05 Amendment. This Intergovernmental Agreement may be amended or supplemented in accordance with the Indenture by a written instrument executed by the Board and the City. Any amendment to this Intergovernmental Agreement must be made with the same formality as this Intergovernmental Agreement, and only with the approval of the Board of Mayor and Aldermen and the Board; provided, however, that consents, approvals, waivers, amendments to cure any ambiguity and other modifications of a non-substantive nature may be negotiated and granted by the City and the Board by sole action of the Mayor of the City and the Chair of the Board, or their respective designees.

Section 5.06 Severability. If any part of this Intergovernmental Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Intergovernmental Agreement shall be given effect to the fullest extent possible.

Section 5.07 Third-Party Beneficiary. The City and the Board acknowledge and agree that the Authority is an intended and expressed third-party beneficiary of this Agreement and that the Authority may rely upon and enforce all of the representations, warranties, and covenants set forth in this Agreement.

Section 5.08 Assignment. This Intergovernmental Agreement may not be assigned by either party without the prior written consent of the other party and the Trustee, except that the Board may freely assign its rights hereunder to the Authority to secure the payment of the Series 2026 Bonds.

Section 5.09 Counterparts. This Intergovernmental Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 5.10 Effective Date; Termination. This Intergovernmental Agreement shall be effective as of the date of issuance of the Series 2026 Bonds and shall terminate on the date as of which no Series 2026 Bonds remain outstanding.

Section 5.11 Applicable Law. This Intergovernmental Agreement shall be construed and enforced pursuant to the laws of the State.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

THE CITY OF LA VERGNE, TENNESSEE

By: _____
Mayor Jason Cole

ATTEST:

_____
Joshua Miller
City Recorder

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF LA VERGNE

By: _____
Chairman

ATTEST:

_____
Secretary

51182026.1

Docusign Envelope ID: 5717205F-FFD0-8AF5-81A9-A9449F36FB75

PETITION TO AMEND THE WALDRON ROAD INFRASTRUCTURE DEVELOPMENT DISTRICT

COMES NOW, Meritage Homes of Tennessee Inc., an Arizona Corporation, and M/I Homes Of Nashville LLC, a Delaware Limited Liability Company (collectively, the "Petitioner" or "Developer" as appropriate), who hereby requests and petitions the City of La Vergne, Tennessee (the "City"), as Host Municipality, to amend the Waldon Road Infrastructure Development District (the "District") Resolution #2023-13 (the "Resolution") under and pursuant to the provisions of the Real Estate Infrastructure Development Act of 2025[1], Tenn Code Ann. § 7-84-801 *et al*. (the "Act") and in support thereof respectfully show:

Section 1. Changing Market Conditions. Since the establishment of the Waldron Road Infrastructure Development District, Petitioner has sought updated pricing for the Authorized Improvements and the estimates the Petitioner has received from its vendors are increasing. Due to the increase in costs and based on a re-evaluation of the Project financing and market conditions, Petitioner seeks to increase the maximum assessment amount as indicated in Section 2.

Section 2. Adjustment to Maximum Assessment. The Developer requests an increase in the maximum assessment amount by modifying the limitation of from $1,550 per year to $1,750 per unit per year of principal in equal annual installments over a period of not more than thirty (30) years in Section 7 of the Resolution. An updated Supplemental Assessment Methodology Report is attached as Exhibit A.

Section 3. Amendment to Allow Reimbursement. To facilitate the reimbursement of costs incurred by Petition prior to the issuance of Bonds, Petitioner requests the following be added to Section 13 of the Resolution:

> This Resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2 that proceeds of the Bonds will be used to finance all or a portion of the costs associated with the Authorized Improvements and to reimburse any such costs previously paid from other funds.

Section 4. Consent and Request of Petitioner. The individuals executing this Petition are duly authorized to do so and hereby consent to and request the establishment of the District. The Developer hereby agrees to pay or reimburse all costs incurred by the City to provide notice of the public hearing related to this petition required by the Act.

Section 5. Consent of Owners. This Petition has been executed by on behalf of all the owners of real property within the District. Therefore, consent is innate within

[1] Capitalized terms not defined in this petition have the same meaning as in the Act.

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this Petition.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that the City:

(1) duly consider this Petition and amend the Resolution;

(2) call a public hearing, give notice thereof as required by law, and hold such hearing on the advisability of the District specified in this Petition; and

(3) grant all matters requested in this Petition.

[remainder of page intentionally left blank; signature page(s) follow]

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IN WITNESS WHEREOF, Petitioner has executed this Petition as of the day and year written below.

PETITIONER/DEVELOPER

MERITAGE HOMES OF TENNESSEE INC.
an Arizona Corporation

By: DocuSigned by: kris keown CD869A7DD5D9422... _____

Title: VP Land _____

Date: 6/22/2026 _____

M/I HOMES OF NASHVILLE LLC
a Delaware Limited Liability Company

By: DocuSigned by: Dave Cumming B2ED6F7AD89B45F... _____

Title: VP of Land _____

Date: 6/22/2026 _____

Docusign Envelope ID: 5717205F-FFD0-8AF5-81A9-A9449F36FB75

EXHIBIT A

(Updated Supplemental Assessment Methodology Report)

Docusign Envelope ID: 5717205F-FFD0-8AF5-81A9-A9449F36FB75

WALDRON ROAD
RESIDENTIAL INFRASTRUCTURE DEVELOPMENT DISTRICT

Preliminary First Supplemental Special Assessment Methodology Report

June 9, 2026

DRAFT

Provided by:

Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Preliminary First Supplemental Special Assessment Methodology Report (the "First Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated February 27, 2026 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Waldron Road Residential Infrastructure Development District (the "District"), located entirely within the City of La Vergne, Rutherford County, Tennessee, as related to funding a portion of the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District to support the development of the 335 residential units projected to be developed within the District (defined herein.)

The District is an Infrastructure Development District created under the 2025 REIDA Act and as such, is not an actual governmental entity, but is an area defined by a metes and bounds legal description of land as approved by the City of La Vergne. References to "District" in the report refer to the area of land to be assessed and not a separate governmental entity. The assessment bonds ultimately issued to finance the eligible public infrastructure improvements will be issued through a governmental entity such as the City of La Vergne or an Industrial Development Board or a similar governmental entity.

1.2 Scope of the First Supplemental Report

This First Supplemental Report presents the projections for financing a portion of the District's overall "Capital Improvement Plan" or "CIP" related to the development of the 335 residential units within the District, such funded portion referred to herein as the "2026 Project". The CIP is described in the Engineer's Report dated February 2026 (the "Engineer's Report") developed by Pape-Dawson (the "District Engineer"). This First Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the 2026 Project with proceeds of indebtedness projected to be issued by the District.

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Please note that this First Supplemental Report is preliminary in nature and the final First Supplemental Report cannot be approved nor adopted until after the herein defined bonds have been priced, resulting in the final assessment amounts.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the 2026 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District as well as general benefits to properties within the District but outside of the District, outside of the District and to the public at large. However, as discussed within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's 2026 Project enables properties within the District to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the 2026 Project. However, these benefits are only incidental since the 2026 Project is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the 2026 Project and do not depend upon the 2026 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which the District properties receive compared to those lying outside of the boundaries of the District.

The 2026 Project will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the 2026 Project. Even though the exact value of the benefits provided by the 2026 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the First Supplemental Report

Section Two describes the development program as proposed by the Developers, as defined below.

Section Three provides a summary of the 2026 Project as determined by the District Engineer.

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Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Waldron Road development, a master planned residential development located entirely within the City of La Vergne, Rutherford County, Tennessee. The land within the District consists of approximately 139.81 +/- acres and is generally located east of Waldron Road, north of Blair Road, and south of I-24.

2.2 The Development Program

The development of the Waldron Road development is anticipated to be conducted by Meritage Homes of Tennessee, Inc. or an affiliated entity as well as M/I Homes of Nashville, LLC. Or an affiliated entity (collectively the "Developers"). Based upon the information provided by the Developers and the District Engineer, the current development plan envisions a total of 335 residential units developed over a multi-year period in multiple development phases, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.

3.0 The 2026 Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Tennessee Code 7-84-801 through 7-84-828 and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

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3.2 The 2026 Project

The Capital Improvement Plan needed to serve the District is projected to consist of improvements which will serve all of the lands in the District. The CIP will consist of potable water distribution system, wastewater system, stormwater management system (no earthwork), on-site roadway improvements, and off-site sewer improvements, along with soft costs & fees and contingency, all as set forth in more detail in the Engineer's Report.

Even though all of the infrastructure included in the CIP will comprise an interrelated system of master improvements, which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another, according to the Engineer's Report, the public infrastructure improvements are projected to be constructed within one or more development phases, with a portion of the CIP expected to be financed through a single bond issuance. The 2026 Project consists of that portion of the overall CIP that is necessary for the development of land within the District.

The sum of all public infrastructure improvements as described in the Engineer's Report will comprise an interrelated system of improvements, which means all of the improvements comprising the overall CIP, once constructed, will serve the entire District, and improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the public infrastructure improvements are estimated at $20,554,715 (previously defined herein as the "CIP).

Table 2 in the *Appendix* illustrates the specific components of the public infrastructure improvements and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developers and subsequently acquired by the City with IDD bond proceeds or funded directly with IDD bond proceeds. A combination of both methods may be utilized, depending on the timing of the IDD bond issuance.

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4.2 Types of Bonds Proposed

The financing plan for the District provides for the issuance of the Series 2026 Bonds in the estimated principal amount of $6,865,000* to finance a portion of the CIP costs in the estimated total amount of $5,130,565.22*, such funded portion referred to as the 2026 Project. It is anticipated that any costs of the CIP which are not funded by the Series 2026 Bonds will be completed or funded by the Developers. The Series 2026 Bonds are structured to be amortized in 30 annual installments. Following an approximate 24-month capitalized interest period, interest payments on the Series 2026 Bonds would be made every June 1 and December 1, and principal payments on the Series 2026 Bonds would be made either every June 1 or December 1.

In order to finance a portion of the costs of the CIP in the estimated total amount of $5,130,565.22*, the District will need to borrow funds and incur indebtedness in the estimated principal amount of $6,865,000*. The difference is comprised of funding a debt service reserve, funding capitalized interest and paying costs of issuance, which include the underwriter's discount. Preliminary sources and uses of funding for the Series 2026 Bonds are presented in Table 3 in the *Appendix* along with financing assumptions.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2026 Bonds provides the Developers and City with funds necessary to construct/acquire the infrastructure improvements which are part of the 2026 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District and outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the 2026 Project. All properties that receive special benefits from the 2026 Project will be assessed for their fair share of the debt issued in order to finance a portion of the 2026 Project.

* Preliminary, subject to change.

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5.2 Benefit Allocation

The current development plan for the District envisions the development of 335 residential units, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers, land uses and product types may change throughout the development period.

The public infrastructure included in the CIP will comprise an interrelated system of master improvements, which means that all of the public infrastructure improvements will serve the entire District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the product types within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all product types and all phases of development within the District and benefit all product types in all phases within the District as an integrated system of improvements.

Even though all of the infrastructure included in the CIP will comprise an interrelated system of public improvements, the public infrastructure improvements are projected to be constructed in one infrastructure construction phase with a portion of the CIP expected to be financed through a single bond issuance. The 2026 Project consists of that portion of the overall CIP that is necessary for the development of land within the District.

As stated previously, the public infrastructure improvements included in the 2026 Project have a logical connection to the special and peculiar benefits received by the assessable land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the assessable land within the District, the District will assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessment related to the financed cost of constructing the improvements.

In following the Master Report, this First Supplemental Report proposes that the benefit associated with the CIP of the District is to be allocated to the single unit type proposed to be developed within the District on a uniform basis, with each unit of the single-family unit

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type assigned the uniform standard factor unit called an Equivalent Residential Unit ("ERU") of 1.00. Should the development plan change to include different unit types, the benefit associated with the CIP is proposed to be allocated to the different unit types in proportion to the density of development as measured by the ERU. Table 4 in the *Appendix* illustrates the unitary ERU weight that is proposed to be assigned to the single unit type contemplated to be developed within the District, the total ERU count, and the share of the benefit received by the single unit type.

The rationale behind the single ERU weight is supported by the fact that generally and on average parcels representing the same unit type will use and benefit from the District's improvements generally the same, such as all units of the single-family unit types, as for instance, generally and on average such units may produce the same amount of storm water runoff, may produce the same number of vehicular trips, and may need the same amount of water/sewer capacity. As the exact amount of the benefit is not possible to be calculated at this time, the use of the singular ERU measure serves as a reasonable approximation of the generally equal amount of benefit received by the unitary unit type from the District's improvements. Nevertheless, should the development plan change to include different unit types with different ERU weights, the different ERU weights will be supported by the fact that generally and on average, smaller and less intensely economically utilized land uses will, on a per unit/square foot basis, use and benefit from the public infrastructure improvements comprising the CIP less than larger units and more intensely economically utilized land uses. For instance, generally and on average smaller units and less intensely economically utilized land uses will, on a per unit/square foot basis, produce fewer vehicular trips, less storm water runoff, and need less water/sewer capacity than larger units and more intensely economically utilized land uses. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the CIP.

Table 5 in the *Appendix* presents the allocation of the amount of 2026 Project costs allocated to the District to the singular unit type proposed to be developed in the District based on the ERU benefit allocation factors present in Table 4. Further, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2026 Bonds, and the approximate costs of the portion of the 2026 Project costs allocable to the District to be contributed by the Developers. With the Series 2026 Bonds funding an estimated

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$5,130,565.22* in costs of the 2026 Project, the Developers is anticipated to fund improvements valued at an estimated $15,424,150.28* which will not be funded with proceeds of the Series 2026 Bonds. Finally, Table 6 in the *Appendix* presents the apportionment of the non-ad valorem special assessments securing the Series 2026 Bonds (herein, the "Series 2026 Bond Assessments") and also present the annual levels of the projected annual debt service assessments per unit.

Amenities - No Series 2026 Bond Assessments will be allocated herein to any platted amenities or other platted common areas planned for the development.

Governmental Property - If at any time, any portion of the property contained in the District is proposed to be sold or otherwise transferred to a unit of local, state, or federal government or similar exempt entity (without consent of such governmental unit or similarly exempt entity to the imposition of Series 2026 Bond Assessments thereon), all future unpaid Series 2026 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

5.3 Assigning Debt

As the land in the District is not yet platted for its intended final use and the precise location of the singular product type by lot or parcel is unknown, the Series 2026 Bond Assessments will initially be levied on all of the land in the District on an equal pro-rata gross acre basis and in an estimated amount of $6,865,000*. This will be preliminarily levied on approximately 139.81 +/- gross acres at a rate of $49,102.35* per gross acre.

When the land is platted, the Series 2026 Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 6 in the *Appendix*. Such allocation of the Series 2026 Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of the Series 2026 Bond Assessments levied on unplatted gross acres within the District of the District.

Transferred Property - In the event unplatted land (the "Transferred Property") is sold to a third party not affiliated with the Developers, the Series 2026 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of residential units assigned by the Developers to that

* Preliminary, subject to change.

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Transferred Property, subject to review by the District's methodology consultant or Administrator, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2026 Bond Assessments applicable to the Transferred Property, regardless of the total number of residential units ultimately platted. This total Series 2026 Bond Assessments are fixed to the Transferred Property at the time of the sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. the District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

a. added use of the property;
b. added enjoyment of the property;
c. decreased insurance premiums;
d. increased marketability and value of the property.

The public infrastructure improvements which are part of the 2026 Project make the land in the District developable and saleable and when implemented jointly as parts of the 2026 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

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The apportionment of the Series 2026 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District within the District according to reasonable estimates of the special and peculiar benefits derived from the 2026 Project.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 4 in the Appendix ("Development Plan"). At such time as lands within the District are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands within the District after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan for the District, then the District shall allocate the Series 2026 Bond Assessments to the product types being platted and the remaining property in accordance with this First Supplemental Report, and cause the Series 2026 Bond Assessments to be recorded in the District's improvement lien book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan for the District, then the District may undertake a pro rata reduction of Series 2026 Bond Assessments for all assessed properties within the Property, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan for the District, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2026 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2026 Bond Assessments able to be imposed

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on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the Administrator of the District or District's Assessment Consultant, in consultation with the Project Engineer and the District's Bond Counsel, shall determine in their sole discretion what amount of ERUs (and thus Series 2026 Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall Development Plan for the District showing the number and type of units reasonably planned for the development, b) the revised, overall Development Plan for the District showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised Development Plan for the District, and e) documentation that shows the feasibility of implementing the proposed Development Plan for the District. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2026 Bond Assessments to pay debt service on the Series 2026 Bond Assessments and the District will conduct new proceedings under Tennessee Code 7-84-801 through 7-84-828 upon the advice of Bond Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2026 Bond Assessments to the next interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before a semi-annual interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Series 2026 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. the Administrator and/or City will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the Administrator or Assessment Consultant's review of the final plat for the developable acres within the District, any unallocated Series 2026 Bond Assessments shall

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become due and payable and must be paid prior to the City's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the applicable assessment resolution(s).

5.7 Assessment Roll

The Series 2026 Bond Assessments in the estimated amount of $6,865,000* are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid in no more than thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt & Associates, LLC was retained by the Developer to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by members of District Staff, the District Engineer and/or the Developers. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt & Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this First Supplemental Report. For additional information on the bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt & Associates, LLC does not represent the City or the Industrial Development Board as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC does not provide the City or

* Preliminary, subject to change.

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the Industrial Development Board with financial advisory services or offer investment advice in any form.

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7.0 Appendix

Table 1

Waldron Road

Residential Infrastructure Development District

Development Plan

Product Type	Total Number of Units
Single-family	335
Total	**335**

Table 2

Waldron Road

Residential Infrastructure Development District

Capital Improvement Plan - 2026 Project

Improvement		Total CIP Costs
Potable Water Distribution System	$	1,723,761.00
Wastewater System	$	3,753,589.24
Stormwater Management System (No Earthwork)	$	977,773.36
On-site Roadway Improvements	$	1,524,168.00
Off-site Sewer Improvements	$	5,645,500.00
Soft Costs & Fees	$	1,000,000.00
Contingency (25%)	$	3,656,197.90
Impact Fees	$	2,273,726.00
Total	**$**	**20,554,715.50**

Table 3

Waldron Road

Residential Infrastructure Development District

Preliminary Sources and Uses of Funds	**Series 2026**
Sources	
Bond Proceeds:	
Par Amount	$6,865,000.00
Total Sources	**$6,865,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$5,130,565.22
Other Fund Deposits:	
Debt Service Reserve Fund	$498,734.78
Capitalized Interest Fund	$823,800.00
Delivery Date Expenses:	
Costs of Issuance	$411,900.00
Total Uses	**$6,865,000.00**

Financing Assumptions

Coupon Rate: 6.00%
Capitalized Interest Period: 24 months
Term: 30 Years
Underwriter's Discount: 2% - $137,300.00
Cost of Issuance: 4% - $274,600.00

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Table 4

Waldron Road

Residential Infrastructure Development District

Benefit Allocation

Product Type	Total Number of Units	ERU per Unit	Total ERU
Single-family	335	1.00	335.00
Total	**335**		**335.00**

Table 5

Waldron Road

Residential Infrastructure Development District

Cost Allocation

Product Type	Infrastructure Alocation Based on ERU Method	Infrastructure Financed with Series 2026 Bonds	Infrastructure to be Contributed by the Developer
Single-family	$20,554,715.50	$5,130,565.22	$15,424,150.28
Total	**$20,554,715.50**	**$5,130,565.22**	**$15,424,150.28**

Table 6

Waldron Road

Residential Infrastructure Development District

Bond Assessment Apportionment

Product Type	Total Number of Units	Total Cost Allocation	Total Series 2026 Bond Assessment Apportionment	Series 2026 Bond Assessment Apportionment per Unit	Annual Series 2026 Bond Assessment Debt Service per Unit*
Single-family	335	$20,554,715.50	$6,865,000.00	$20,492.54	$1,750.00
Total	**335**	**$20,554,715.50**	**$6,865,000.00**		

*Includes 5% (subject to change) city/ county costs of collection

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EXHIBIT "A"

Series 2026 Bond Assessments in the estimated amount of $6,865,000* are proposed to be levied uniformly over the area described below:

* Preliminary, subject to change.

PETITION TO ESTABLISH THE
WALDRON ROAD INFRASTRUCTURE DEVELOPMENT DISTRICT

COMES NOW, Meritage Homes of Tennessee, Inc., an Arizona Corporation, and M/I Homes Of Nashville LLC, a Delaware Limited Liability Company (collectively, the "Petitioner" or "Developer" as appropriate), who hereby requests and petitions the City of La Vergne, Tennessee (the "City"), as Host Municipality, to establish the Waldon Road Infrastructure Development District (the "District") under and pursuant to the provisions of the Real Estate Infrastructure Development Act of 2025[1], Tenn Code Ann. § 7-84-801 *et al*. (the "Act") on the hereinafter described property situated within the corporate limits of the City, and in support thereof respectfully show:

Section 1. General Nature of Proposed Improvements. The general nature of the proposed infrastructure improvement projects the District will provide and their related costs, in phases, include:

(1) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (2) acquisition, construction or improvement of off-street parking facilities; (3) acquisition, construction, or improvement of water, wastewater, or stormwater facilities or improvements; (4) the land within the boundaries of the district required to be donated, dedicated, or otherwise made available to a governmental entity for public purposes; (5) projects similar to those listed above that are Infrastructure under the Act; (6) acquisition, by purchase or otherwise, of real property to be donated, dedicated, or otherwise made available to a governmental entity for public purposes (items (1) through (6), collectively, the "Public Projects"); (7) Infrastructure Costs, as defined by the Act, related to the Public Projects, (8) Impact Fees and (9) the payment of expenses incurred in the establishment, administration, and operation of the District, costs of bond issuance, legal and financial fees, letter of credit fees and expenses, capitalization of bond interest, the creation of a bond reserve fund, funding debt service and interest, and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary (the "Administrative Expenses") (together with the Public Projects, the "Authorized Improvements").

Section 2. Estimated Costs. The current estimated cost of the Authorized Improvements is $20,554,715.50 as described in the Engineer's Report (attached as Exhibit B). The current estimated cost of the entire development upon completion is $124,840,120.62.

[1] Capitalized terms not defined in this petition have the same meaning as in the Act.

Section 3. District Boundaries. The boundaries of the proposed District are fully described in Exhibit A, attached hereto and made a part hereof for all purposes. The specific parcels are as follows:

A. Parcel No. 029-022.02 – Waldron Rd., La Vergne, TN 37086 — Meritage Homes of Tennessee, Inc.

B. Parcel No. 029-023.00 – 0 Highland Hills Dr., La Vergne, TN 37086 — M/I Homes Of Nashville, LLC

C. Parcel No. 029-023.01 – 0 Highland Hills Dr., La Vergne, TN 37086 — M/I Homes Of Nashville, LLC

Section 4. Levy of Assessment. The Petitioner requests that the City levy a special assessment (the "Assessment") on each parcel of property within the District, in the manner described below, for the purpose of funding the following:

A. A portion of the Infrastructure Costs related to the Authorized Improvements;

B. The payment of the principal, premium, and interest on one issuance of bonds, notes, or other debt obligations issued on behalf of the District, and the funding of necessary reserves for debt service, capitalized interest, and costs of issuance related to any such bonds, notes, or other debt obligations issued; and

C. Administration expenses required of or on behalf of the City or the Board (as defined and described in Section 10 below) in order to comply with the terms of the Act, not to exceed any limitation established by the Act, including without limitation (i) costs incurred to establish the District, abstracts and other title costs, (ii) costs incurred by or on behalf of the City or the Board in order to provide for the billing, collection, and enforcement of special assessments, (ii) costs incurred by or on behalf of the City or the Board in administering the terms of any development agreement entered into with respect to the District, (iii) bond trustee and continuing disclosure costs incurred by or on behalf of the City or the Board, if any, and (iv) costs of auditing the District, as required by the Act, in each case including a reasonable allocation of overhead expenses.

Section 5. Method of Assessment; Maximum Assessment. The proposed method of assessment is to impose a special assessment to be paid in installments on all usable real property as within the District described in the Master Special Assessment Methodology Report (attached as Exhibit C) as amended in the Supplemental Special Assessment Methodology Report (attached as Exhibit D). After creation of the District, an assessment roll will be prepared showing the special

benefits accruing to property within the District and how the costs of the Authorized Improvements are assessed against the property on the basis of special benefit received by the property from the same. At no time will the maximum assessment on a single-family parcel exceed $1,750 per unit per year of principal in equal annual installments over a period of not more than thirty (30) years.

Section 6. Term of Assessment; Financing; Phasing. The Petitioner requests that the Assessment be levied and collected annually, beginning in such year as may be agreed to by or on behalf of the City and the Developer, and ending no later than the thirtieth (30th) year thereafter, or such earlier year as is required to pay in full all bonds or other debt issued by the Board, for the purpose of funding the costs set forth in Section 4 above, in such manner as may be permitted by the Act. The levy and collection of the Assessment may be commenced as and when each phase is prepared to be developed, as determined by the City and the Developer.

Section 7. No City Obligation to Fund Authorized Improvements; No Assessment of Municipal Property. The City will have no obligation to fund or finance the Authorized Improvements, other than from assessments levied on property within the District. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements benefitting the District from other funds available to it as the developer of the District.

Section 8. Management of the District. The undersigned request that the City, directly or through the engagement of one or more third-party service providers, be responsible for (a) the development of an assessment roll, (b) the levy, collection and enforcement of Assessments (c) if applicable, the provision of bond trustee and continuing disclosure services with respect to any special assessment bonds issued on behalf of the District, and (d) such other administrative matters required by the Act.

Section 9. Enforcement. The Petitioner requests that the City take any and all steps to provide for the enforcement and collection of Assessments, including without limitation the imposition of a lien on properties within the District and the imposition of interest and penalties in the event of a property owner's failure to timely pay an Assessment, all as provided by the Act and all in a manner consistent with the manner in which the City enforces the payment of ad valorem property taxes.

Section 10. Financing; Intergovernmental and Development Agreements. The Petitioner requests that the City:

A. authorize bonds or other debt, to be issued by the Industrial Development Board of the City of La Vergne or similarly authorized entity like a public building authority (collectively, the "Board"), for the purpose of funding the costs described in Section 4 above;

B. apply and pledge the proceeds of the Assessment to the payment of such bonds;

C. enter into an intergovernmental agreement with the Board to provide for the relative rights and responsibilities of the City and the Board relative to such bonds and the payment thereof; and

D. enter into one or more development agreements with the Developer and the Board, on such terms as may be consistent with the terms hereof and agreed to between the City, the Developer and the Board, to provide for the application of the proceeds of such bonds, the construction and installation of the Authorized Improvements, and the development of the District.

The Petitioner acknowledges that any bond issued by the Board shall be solely payable from the proceeds of the Assessment and shall not otherwise constitute a debt or liability of the Board or the City.

Section 11. Consent and Request of Petitioner. The individuals executing this Petition is duly authorized to do so and hereby consents to and request the establishment of the District. The Developer hereby agrees to pay or reimburse all costs incurred by the City to provide notice of the public hearing related to this petition required by the Act.

Section 12. Consent of Owners. This Petition has been executed by on behalf of all the owners of real property within the District. Therefore, consent is innate within this Petition.

[remainder of page intentionally left blank]

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that the City:

(1) duly consider this Petition and adopt a Resolution complying with Tenn. Code Ann. § 7-84-814 finding: (i) that this Petition complies with all legal requirements; (ii) that the proposed Authorized Improvements will provide public use and benefit to the City; and (iii) that the estimated costs of the improvements are reasonable;

(2) call a public hearing, give notice thereof as required by law, and hold such hearing on the advisability of the District specified in this Petition; and

(3) grant all matters requested in this Petition and grant such other measures, including entering into development and other agreements, which will enable Petitioner to establish a District.

[remainder of page intentionally left blank; signature page(s) follow]

IN WITNESS WHEREOF, Petitioner has executed this Petition as of the day and year written below.

PETITIONER/DEVELOPER

MERITAGE HOMES OF TENNESSEE, INC.
an Arizona Corporation

By: _____

Title: V.P. Land

Date: 4/1/2026

M/I HOMES OF NASHVILLE LLC
a Delaware Limited Liability Company

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, Petitioner has executed this Petition as of the day and year written below.

PETITIONER/DEVELOPER

MERITAGE HOMES OF TENNESSEE, INC.
an Arizona Corporation

By: _____

Title: _____

Date: _____

M/I HOMES OF NASHVILLE LLC
a Delaware Limited Liability Company

By: _____

Title: VP of Land

Date: April 1, 2026

Exhibit A

PROPERTY DESCRIPTION

Parcel A – Parcel No.: 029-022.02

MAP 029, P/O PARCEL 22.02
MERITAGE HOMES OF TENNESSEE, INC.
RECORD BOOK 2435, PAGE 2811 R.O.R.C., TN
MAP 029, P/O PARCEL 22.14
4,038,809 SQUARE FEET, 92.718± ACRES

A PARCEL OF LAND LYING IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY WOODLAND HILLS - S2 - LOTS 155 & 183-188 – P.BK. 12, PG. 129 (R.O.R.C., TN), THE TERMINUS OF BRIARGROVE DRIVE, WOODLAND HILLS – S4 – LOTS 264-266 & 272-273 – P.BK. 17, PG. 94 (R.O.R.C., TN), AND BOB PARKS (029-23.00) – R.BK. 2030, PG. 2193 ON THE NORTH; CITY OF LAVERGNE (032-20.03) – R.BK. 2271, PG. 3190 (R.O.R.C., TN) AND HIGHPOINTE 24 PHASE II, LLC (029-020.00) – R.BK. 2248, PG. 2337 ON THE EAST; MARTIN KING & CORABEL ALEXANDER SHOFNER (032-006.00) – R.BK. 2309, PG. 2113 (R.O.R.C., TN), SHANEINE & WILLIAM NORFOLK (029-022.03) – R.BK. 2028, PG. 1531 (R.O.R.C., TN), D & J JOHNSON FAMILY TRUST (029-022.12) – R.BK. 2523, PG. 1921 (R.O.R.C., TN), JAMES & ALY THAYER (029-022.13) – R.BK. 1836, PG. 2060 (R.O.R.C., TN), MCGILL SUBDIVISION RESUB – LOT 3 – P.BK. 35, PG. 157 (R.O.R.C., TN), CARL RAY & DEBORAH KAY CONWAY (029-022.04) – D.BK. 601, PG. 82 (R.O.R.C., TN), AND EVERETT D. & PEGGY VINCILL (029-022.05) – D.BK. 273, PG. 1 (R.O.R.C., TN) ON THE SOUTH; AND DAVID PIERCE AND NANCY STARNES (029-022.14) – R.BK. 2435, PG. 2737 (R.O.R.C., TN), WALNUT RIDGE ESTATES SUBDIVISION – LOTS 42-44 – P.BK. 7, PG. 128 (R.O.R.C., TN), WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36 – P.BK. 15, PG. 243 (R.O.R.C., TN), AND THE TERMINUS OF VANGUARD DRIVE ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN LOCATED AT THE SOUTHEAST CORNER OF WOODLAND HILLS – S2 – LOT 154;
THENCE, WITH THE SOUTH LINE OF WOODLAND HILLS – S2 – LOT 155, S 81° 57' 09" E FOR A DISTANCE OF 5.03' TO THE ***POINT OF BEGINNING***;

THENCE, WITH THE SOUTH LINES OF WOODLAND HILLS - S2 - LOTS 155 & 183-188, THE TERMINUS OF BRIARGROVE DRIVE, THE SOUTH LINE OF WOODLAND HILLS – S4 – LOTS 264-266 & 272-273, AND THE SOUTH LINE OF PARKS (029-023.00) THE FOLLOWING (10) CALLS:

1. S 81° 57' 09" E FOR A DISTANCE OF 87.39' TO A POINT;
2. S 82° 58' 14" E FOR A DISTANCE OF 173.08' TO A POINT;
3. S 82° 17' 03" E FOR A DISTANCE OF 132.25' TO A POINT;
4. S 82° 24' 12" E THROUGH AN IRON PIPE AT 62.74' AND FOR A TOTAL DISTANCE OF 281.33' TO A POINT;
5. S 82° 45' 19" E FOR A DISTANCE OF 173.14' TO A POINT;
6. S 81° 50' 13" E THROUGH AN IRON PIN (NO CAP) AT 66.49' AND FOR A TOTAL DISTANCE OF 115.75' TO A POINT;
7. N 37° 36' 17" E FOR A DISTANCE OF 8.05' TO A POINT;
8. S 84° 22' 30" E FOR A DISTANCE OF 79.12' TO A POINT;

9. S 83° 55' 22" E FOR A DISTANCE OF 190.00' TO A POINT;
10. S 83° 37' 52" E THROUGH AN IRON PINS (NOT CAP) AT 70.00' AND 201.00' AND FOR A TOTAL DISTANCE OF 319.58' TO A POINT LOCATED IN THE SOUTH LINE OF PARKS (029-023.00);

THENCE, WITH THE SOUTH LINE OF PARKS (029-023.00) FOR THE FOLLOWING (8) CALLS:

1. S 83° 14' 19" E FOR A DISTANCE OF 153.41' TO A POINT;
2. S 82° 21' 59" E FOR A DISTANCE OF 158.31' TO A POINT;
3. S 82° 07' 16" E FOR A DISTANCE OF 310.21' TO A POINT;
4. S 85° 43' 45" E FOR A DISTANCE OF 150.65' TO A POINT;
5. N 87° 14' 08" E FOR A DISTANCE OF 113.38' TO A POINT;
6. N 88° 03' 46" E FOR A DISTANCE OF 303.86' TO A POINT;
7. N 86° 11' 52" E FOR A DISTANCE OF 149.82' TO A POINT;
8. N 85° 34' 06" E FOR A DISTANCE OF 279.70' TO A POINT LOCATED AT THE NORTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), THE SOUTHEAST CORNER OF PARKS (029-023.00), AND IN THE WEST LINE OF CITY OF LAVERGNE (032-020.03);

THENCE, WITH THE WEST LINE OF CITY OF LAVERGNE (032-020.03), THE FOLLOWING (2) CALLS:

1. S 07° 40' 53" W FOR A DISTANCE OF 192.61' TO AN IRON PIN (NO CAP);
2. S 31° 55' 42" W FOR A DISTANCE OF 55.13' TO AN IRON PIN (NO CAP) LOCATED AT THE SOUTHWEST CORNER OF CITY OF LAVERGNE (032-020.03) AND THE NORTHERNMOST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00);

THENCE, WITH THE WEST LINE OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), S 33° 05' 42" W FOR A DISTANCE OF 1,920.67' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), THE SOUTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), AND IN THE NORTH LINE OF SHOFNER (032-006.00);
THENCE, WITH THE NORTH LINE OF SHOFNER (032-006.00) N 83° 11' 34" W FOR A DISTANCE OF 526.16' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF SHOFNER (032-006.00) AND THE NORTHEAST CORNER OF NORFOLK (029-022.03);
THENCE, WITH THE NORTH LINES OF NORFOLK (029-022.03), D & J JOHNSON FAMILY TRUST (029-022.12), AND THAYER, N 74° 04' 45" W THROUGH AN IRON PINS (SEC) AT 257.03' AND 451.07' AND FOR A TOTAL DISTANCE OF 645.11' TO A POINT LOCATED AT THE NORTHWEST CORNER OF THAYER AND THE NORTHEAST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11);
THENCE, WITH THE NORTH LINE OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11) N 74° 02' 42" W FOR A DISTANCE OF 349.56' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 AND THE NORTHEAST CORNER OF CONWAY (029-022.04);
THENCE, WITH THE NORTH LINES OF CONWAY (029-022.04) AND VINCILL (029-022.05) N 74° 10' 15" W FOR A DISTANCE OF 620.22' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF THIS PARCEL AND THE SOUTHEAST CORNER OF WALNUT RIDGE ESTATES SUBDIVISION – LOT 44 AND THE NORTHEAST CORNER OF WALNUT RIDGE ESTATES SUBDIVISION – LOT 45;
THENCE, WITH THE EAST LINES OF WALNUT RIDGE ESTATES SUBDIVISION – LOTS 42-44, THE FOLLOWING (2) CALLS:

1. N 25° 29' 53" E FOR A DISTANCE OF 410.00' TO A POINT;
2. N 09° 59' 44" E FOR A DISTANCE OF 278.11' TO A POINT LOCATED AT THE SOUTHEAST CORNER OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36;

THENCE, WITH THE EAST LINE OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT

36, N 38° 30' 03" E FOR A DISTANCE OF 134.94' TO A POINT LOCATED AT THE NORTHEAST CORNER OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36, A SOUTHERN CORNER OF PIERCE-STARNES AND AN WEST CORNER OF THIS PARCEL;

THENCE, WITH THE NORTH, EAST, SOUTH AND WEST LINES OF PIERCE-STARNES, THE FOLLOWING CALLS:

1. S 82° 18' 22" E FOR A DISTANCE OF 33.46' TO A POINT;
2. N 12° 54' 11" W FOR A DISTANCE OF 62.61' TO A POINT;
3. N 08° 41' 43" E FOR A DISTANCE OF 61.05' TO A POINT;
4. N 30° 01' 09" E FOR A DISTANCE OF 61.05' TO A POINT;
5. N 51° 20' 34" E FOR A DISTANCE OF 61.05' TO A POINT;
6. N 72° 39' 59" E FOR A DISTANCE OF 61.05' TO A POINT;
7. S 06° 40' 18" E FOR A DISTANCE OF 110.00' TO A POINT;
8. A CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 55.00', WITH AN ARC LENGTH OF 83.25', WITH A CHORD BEARING OF S 53° 18' 28" E , WITH A CHORD LENGTH OF 75.53' ;
9. S 09° 56' 37" E FOR A DISTANCE OF 214.65' TO A POINT;
10. N 85° 37' 36" E FOR A DISTANCE OF 359.09' TO A POINT;
11. N 51° 51' 44" W FOR A DISTANCE OF 50.00' TO A POINT;
12. N 52° 54' 51" W FOR A DISTANCE OF 50.00' TO A POINT;
13. N 62° 43' 23" W FOR A DISTANCE OF 50.00' TO A POINT;
14. N 59° 18' 57" W FOR A DISTANCE OF 79.76' TO A POINT;
15. N 37° 25' 41" W FOR A DISTANCE OF 61.05' TO A POINT;
16. N 16° 06' 16" W FOR A DISTANCE OF 61.05' TO A POINT;
17. N 04° 39' 46" E FOR A DISTANCE OF 57.90' TO A POINT;
18. N 25° 59' 12" E FOR A DISTANCE OF 64.20' TO A POINT;
19. N 47° 52' 00" E FOR A DISTANCE OF 61.05' TO A POINT;
20. N 69° 11' 26" E FOR A DISTANCE OF 61.05' TO A POINT;
21. S 10° 08' 52" E FOR A DISTANCE OF 110.00' TO A POINT;
22. A CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 55.00', WITH AN ARC LENGTH OF 97.59', WITH A CHORD BEARING OF S 49° 18' 56" E , WITH A CHORD LENGTH OF 85.28' ;
23. A REVERSE CURVE, TURNING TO THE LEFT WITH A RADIUS OF 50.00', WITH AN ARC LENGTH OF 53.33', WITH A CHORD BEARING OF S 29° 02' 17" E , WITH A CHORD LENGTH OF 50.84' ;
24. A REVERSE CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 325.00', WITH AN ARC LENGTH OF 43.85', WITH A CHORD BEARING OF S 55° 43' 38" E , WITH A CHORD LENGTH OF 43.81';
25. S 51° 51' 44" E FOR A DISTANCE OF 161.22' TO A POINT;
26. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 475.00', WITH AN ARC LENGTH OF 97.99', WITH A CHORD BEARING OF S 57° 46' 20" E , WITH A CHORD LENGTH OF 97.82' ;
27. S 63° 40' 55" E FOR A DISTANCE OF 44.64' TO A POINT;
28. N 26° 19' 05" E FOR A DISTANCE OF 109.86' TO A POINT;
29. S 64° 04' 30" E FOR A DISTANCE OF 19.97' TO A POINT;
30. N 26° 19' 05" E FOR A DISTANCE OF 178.42' TO A POINT;
31. N 63° 40' 55" W FOR A DISTANCE OF 35.82' TO A POINT;
32. N 63° 40' 08" W FOR A DISTANCE OF 100.72' TO A POINT;
33. N 60° 35' 20" W FOR A DISTANCE OF 57.73' TO A POINT;
34. N 55° 20' 36" W FOR A DISTANCE OF 58.50' TO A POINT;
35. N 50° 14' 05" W FOR A DISTANCE OF 55.76' TO A POINT;
36. N 48° 21' 51" W FOR A DISTANCE OF 250.00' TO A POINT;
37. N 41° 38' 09" E FOR A DISTANCE OF 110.00' TO A POINT;

38. N 48° 21' 51" W FOR A DISTANCE OF 39.00' TO A POINT;
39. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 275.00', WITH AN ARC LENGTH OF 160.99', WITH A CHORD BEARING OF N 65° 08' 05" W , WITH A CHORD LENGTH OF 158.70' ;
40. N 81° 54' 19" W FOR A DISTANCE OF 39.99' TO A POINT;
41. S 08° 05' 41" W FOR A DISTANCE OF 24.86' TO A POINT;
42. S 19° 12' 25" W FOR A DISTANCE OF 29.63' TO A POINT;
43. S 29° 57' 25" W FOR A DISTANCE OF 131.51' TO A POINT;
44. S 27° 37' 47" W FOR A DISTANCE OF 211.76' TO A POINT;
45. S 72° 39' 59" W FOR A DISTANCE OF 210.11' TO A POINT;
46. S 51° 20' 34" W FOR A DISTANCE OF 70.47' TO A POINT;
47. N 49° 19' 09" W FOR A DISTANCE OF 132.28' TO A POINT;
48. N 90° 00' 00" E FOR A DISTANCE OF 0.00' TO A POINT;
49. N 51° 20' 34" E FOR A DISTANCE OF 119.42' TO A POINT;
50. N 31° 29' 27" E FOR A DISTANCE OF 271.18' TO A POINT;
51. N 81° 54' 19" W FOR A DISTANCE OF 490.24' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF THIS PARCEL;

THENCE, WITH THE EAST LINE OF PIERCE-STARNES AND ACROSS THE TERMINUS OF VANGUARD DRIVE, N 08° 05' 41" E FOR A DISTANCE OF 176.02' TO THE ***POINT OF BEGINNING***;

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE, INC. BY DEED OF RECORD IN BOOK 2435, PAGE 2811 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

Parcels B & C: Parcel Nos. 029-023.00-000 & 029-023.01-000

MAP 29, PARCEL(S) 23.00 & 23.01

A TRACT OF LAND LOCATED IN THE 3rd CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE. BEING BOUND IN GENERAL ON THE NORTH BY THE SOUTH RIGHT OF WAY OF INTERSTATE 24, ON THE EAST BY PHASE 1, HIGHPOINTE SUBDIVISION (PLAT BOOK 48, PAGE 273) ON THE SOUTH BY
JOHN M. GILLILAN LIVING TRUST (MAP 29, PARCEL 22.02 RECORD BOOK 1413, PAGE 2036), AND ON THE WEST BY SECTION 4, WOODLAND HILLS SUBDIVISION (PLAT BOOK 17, PAGE 94), SECTION 7, WOODLAND HILLS SUBDIVISION (PLAT BOOK 25, PAGE 124), SECTION 6, WOODLAND HILLS
SUBDIVISION (PLAT BOOK 23, PAGE 3), SECTION 3, WOODLAND HILLS SUBDIVISION (PLAT BOOK 14, PAGE 194), SECTION 5, WOODLAND HILLS SUBDIVISION (PLAT BOOK 16, PAGE 254), AND WALDRON ROAD INDUSTRIAL PARK SUBDIVISION (PLAT BOOK 11, PAGE 193). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT IN THE SOUTHWESTERLY RIGHT OF WAY OF INTERSTATE 24. SAID MONUMENT BEING THE NORTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL
PARK SUBDIVISION; THENCE, WITH SAID RIGHT OF WAY FOR THE NEXT (3) CALLS:

1) S 51°35'44" E FORA DISTANCE OF 1,387.55' TO AN IRON PIN;
2) THENCE, S 51°53'27" E FOR A DISTANCE OF 203.61' TO AN IRON PIN;

3) THENCE, S 50°44'37" E FOR A DISTANCE OF 267.59' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH) AT THE NORTHWEST CORNER OF LOT 1, PHASE 1 HIGHPOINTE SUBDIVISION;

THENCE, WITH THE WEST LINE OF SAID LOT FOR THE NEXT (2) CALLS:

1) S 09°10'26" W FOR A DISTANCE OF 524.60' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH);
2) THENCE, S 09°20'56" W FOR A DISTANCE OF 626.49' TO AN IRON PIN AT THE NORTHWEST CORNER OF LOT 4, PHASE 1, HIGHPOINTE SUBDIVISION; THENCE, WITH THE WEST LINE OF LOT 4 S 09°19'56" W FOR A DISTANCE OF 298.01' TO AN IRON PIN AT THE NORTHEAST CORNER OF JOHN M. GILLILAND LIVING TRUST;

THENCE, WITH THE NORTH LINE OF GILLILAND AND GENERALLY FOLLOWING A FENCE FOR THE NEXT (9) CALLS:

1) S 85°34'06" W FOR A DISTANCE OF 279.70' TO AN IRON PIN;
2) THENCE, S 86°11 '52" W FOR A DISTANCE OF 149.82' TO AN IRON PIN;
3) THENCE, S 88°03'46" W FOR A DISTANCE OF 303.86' TO AN IRON PIN;
4) THENCE, S 87°14'08" W FOR A DISTANCE OF 113.38' TO AN IRON PIN;
5) THENCE, N 85°43'45" W FOR A DISTANCE OF 150.65' TO AN IRON PIN;
6) THENCE, N 82°07'16" W FOR A DISTANCE OF 310.21' TO AN IRON PIN;
7) THENCE, N 82°21 '59" W FOR A DISTANCE OF 158.31' TO AN IRON PIN;
8) THENCE, N 83°14'19" W FOR A DISTANCE OF 153.41' TO AN IRON PIN;
9) THENCE, N 83°37'52" W FOR A DISTANCE OF 119.23' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 273, SECTION 4, WOODLAND HILLS SUBDIVISION;

THENCE, WITH WOODLAND HILLS SUBDIVISION FOR THE NEXT (24) CALLS:

1) N 26°25'04" E FOR A DISTANCE OF 204.60' TO AN IRON PIN;
2) THENCE, N 29°49'34" E FOR A DISTANCE OF 50.09' TO AN IRON PIN;
3) THENCE, N 31 °07'43" E FOR A DISTANCE OF 148.29' TO AN IRON PIN;
4) THENCE, N 33°36'40" E FOR A DISTANCE OF 10.98' TO AN IRON PIN AT THE SOUTHWEST CORNER OF LOT 360, SECTION 7, WOODLAND HILLS SUBDIVISION;
5) S 56°23'20" E FOR A DISTANCE OF 221.11' TO AN IRON PIN;
6) THENCE, S 82°58'06" E FOR A DISTANCE OF 530.92' TO AN IRON PIN;
7) THENCE, N 83°18'15" E FOR A DISTANCE OF 379.61' TO A POINT IN THE CENTER LINE OF DRIFTWOOD COVE;
8) THENCE, WITH SAID CENTER LINE AND WITH A CURVE TURNING TO THE LEFT, WITH AN ARC LENGTH OF 20.92', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF N 04°05'08" E, AND A CHORD LENGTH OF 20.91' TO A POINT;
9) THENCE, LEAVING SAID CENTER LINES 88°54'40" E PASSING THROUGH AN IRON PIN AT 25' FOR A TOTAL DISTANCE OF 131.17' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 373, SECTION 7, WOODLAND HILLS SUBDIVISION;
10) THENCE, N 06°41 '45" W FOR A DISTANCE OF 170.25' TO AN IRON PIN;
11) THENCE, S 83°18'15" W FOR A DISTANCE OF 10.31' TO AN IRON PIN WITH CAP STAMPED (SEC);
12) THENCE, N 32°36'38" W FOR A DISTANCE OF 58.78' TO AN IRON PIN;
13) THENCE, N 14°35'19" W FOR A DISTANCE OF 66.98' TO AN IRON PIN;
14) THENCE, N 07°22'14" E FORA DISTANCE OF 77.43' TO AN IRON PIN;
15) THENCE, N 03°13'18" W FOR A DISTANCE OF 166.41' TO AN IRON PIN WITH CAP STAMPED (SEC);

16) THENCE, N 22°42'27" W FOR A DISTANCE OF 171.64' TO AN IRON PIN IN THE EAST LINE OF LOT 310, SECTION 6, WOODLAND HILLS SUBDIVISION;
17) N 12°56'22" W FORA DISTANCE OF 148.01' TO AN IRON PIN;
18) THENCE, N 22°29'36" W FOR A DISTANCE OF 75.99' TO AN IRON PIN;
19) THENCE, N 37°36'00" W FOR A DISTANCE OF 210.80' TO AN IRON PIN;
20) THENCE, N 62°12'20" W FOR A DISTANCE OF 151.46' *TO* AN IRON PIN;
21)THENCE, N77°34'15"WFORADISTANCEOF182.79'-OAN IRON PIN;
22) THENCE, S 82°13'46" W FOR A DISTANCE OF 53.01' TO AN IRON PIN;
23) THENCE, N 81°46'32" W FOR A DISTANCE OF 366.12' -o AN IRON PIN IN THE NORTH LINE OF LOT 215, SECTION 3, WOODLAND HILLS SUBDIVISION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 302, SECTION 5, WOODLAND HILLS SUBDIVISION;
24) THENCE, N 08°05'59" E FOR A DISTANCE OF 405.76' TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 300 OF SAID SECTION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 7, WALDRON ROAD INDJSTRIAL PARK SUBDIVISION; THENCE, N 08°07'40" E FOR A DISTANCE OF 280.20' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION;

THENCE, N 08°07'40" E FOR A DISTANCE OF 395.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 47.964 ACRES, MORE OR LESS, ACCORDING TO SURVEY PREPARED BY SITE ENGINEERING CONSULTANTS, DAVID A. PARKER, TN RLS NO. 2381, DATED MAY 07, 2024.

EXHIBIT B

ENGINEER'S REPORT

PAPE–DAWSON

PREPARED FOR:

WALDRON ROAD INFRASTRUCTURE DEVELOPMENT DISTRICT

ENGINEER:

PAPE–DAWSON

MARCH - 2026

ENGINEER'S REPORT
WALDRON ROAD IDD

1. PURPOSE

The purpose of this report is to describe the public infrastructure improvements associated with the Mission Hills and Woodland Hills Developments in support of the creation of an Infrastructure Development District (IDD).

2. THE PROJECT

This report describes the CIP that is necessary for the development of:

a. Offsite Gravity Sewer Improvements
b. Onsite Utility Improvements
c. Neighborhood improvements

It is anticipated that Meritage Homes of Tennessee, Inc. will develop Mission Hills and M/I Homes of Nashville, LLC will develop Woodland Hills. Legal descriptions and sketches for Woodland Hills and Mission Hills are shown in **Exhibit A.**

Product Mix

The table below shows the product types that will be part of the development:

Product Types by Section

Product Type	Unit Count
Mission Hills Section 2	
SF Units	49
Mission Hills Section 3	
SF Units	67
Mission Hils Section 4	
SF Units	44
Mission Hills Section 5	
SF Units	51
Mission Hills Section 6	
SF Units	41
Woodland Hills	
SF Units	85
Total	337

List of Mission Hills & Woodland Hills Project Improvements

The various improvements that are part of the overall CIP are described in detail in the Mission Hills and Woodland Hills Development Plan, and those descriptions include the following:

- Mission Hills and Woodland Hills stormwater management improvements
- Mission Hills and Woodland Hills neighborhood roadways
- Mission Hills and Woodland Hills water (**City of LaVergne Water**) and sewer (**City of LaVergne Sewer**)
- Mission Hills and Woodland Hills primary electrical (**MTE**)

Permits

The status of the applicable permits for the Project is as follows:

- Development Plan
- Development Site Plan
- Offsite Sewer Improvements, Site Plan
- Final Plat
- Development NOI, SWPPP, & ARAP Permits

Estimated Costs / Benefits

The following table shows the estimated costs for the Project.

ESTIMATED COSTS FOR PROJECT

DESCRIPTION	PROJECT COST	OPERATION & MAINTENANCE ENTITY	OWNERSHIP
Potable Water Distribution System	$1,723,761.00	City	City
Wastewater System	$3,753,589.24	City	City
Stormwater Management System (No Earthwork)	$977,773.36	HOA	HOA
Onsite Roadway Improvements	$1,524,168.00	City	City
Offsite Sewer Improvements	$5,645,500.00	City	City
Soft Cost & Fees	*$1,000,000.00*	-	-
Subtotal	*$14,624,791.60*	-	-
Contingency (25%)	*$3,656,197.90*	-	-
TOTAL (Subtotal + Contingency)	**$18,280,989.50**	**-**	**-**

1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated IDD expenditures that may be incurred.
2. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the estimated probable CIP costs.
3. The developer(s) reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the CIP) or a third-party. Anything owned and maintained by property owner or HOA would not be eligible for tax exempt funding under this IDD.
4. A third-party, or an applicable property owner's or homeowner's association may elect to maintain any City-owned improvements, subject to the terms of an agreement with the City that complies with the management contract safe harbor under Internal Revenue Procedure 2017-13.
5. Roadway, stormwater and potable/reuse/sewer improvements and associated professional fees subject to mobility fee credits or reimbursement by local agencies will not be part of the estimated probable CIP costs.
6. The Potable Water Distribution System that will serve this development is operated and maintained by LaVergne Water, a public utility provider.
7. The upgraded list station is designed for 680 GPM (peak design flow). The 337 units in the IDD combine to an estimated ±82 GPM at 350 GPD per unit (average daily flow). A peak factor of 4 brings this estimated demand to 328 GPM or ±48% of the lift station's peak design flow.

3. CONCLUSION

The Project will be designed in accordance with current governmental regulations and requirements. The Project will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the development is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure

- all improvements comprising the Project are required by applicable development approvals issued pursuant to Title 7, Chapter 84, Tennessee Code

- the Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course

- the assessable property within the Waldron Road Infrastructure Development District will receive a special benefit from the Project that is at least equal to the costs of the Project.

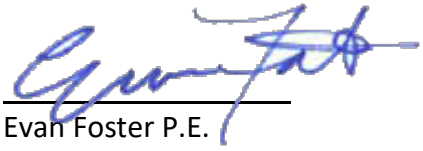
As described above, this report identifies the benefits from the Project to the lands within the Waldron Road Infrastructure Development District. The general public, property owners, and property outside the development will benefit from the provisions of the Project; however, these are incidental to the Project, which are designed solely to provide special benefits peculiar to property within the Waldron Road Infrastructure Development District. Special and peculiar benefits accrue to property within the Project and enable properties within its boundaries to be developed.

The Waldron Road Infrastructure Development District will be owned by governmental units, and such Waldron Road Development is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the development. All of the Waldron Road Development public infrastructure is or will be located on land owned or to be owned by a governmental entity or on perpetual easements in favor of a governmental entity. The Waldron Road Development, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on

private lots or property. The city will pay the lesser of the cost of the components of the Waldron Road Development or the fair market value.

Please note that the Waldron Road Development as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the Waldron Road Development, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the Project, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the development, it may be necessary to make modifications and/or deviations for the plans, and the Project expressly reserves the right to do so.

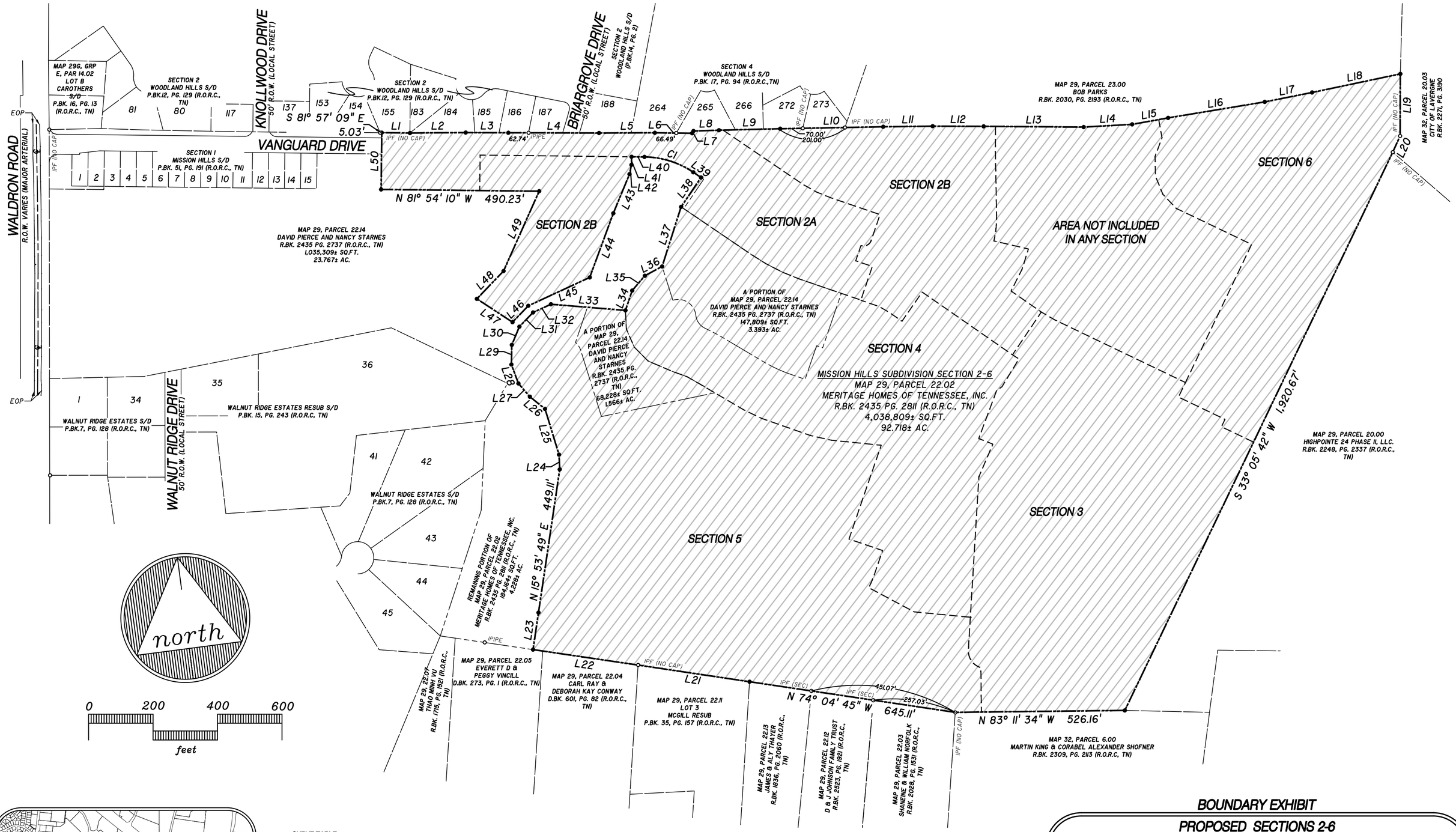
Project Engineer:
Pape-Dawson Consulting Engineers, LLC

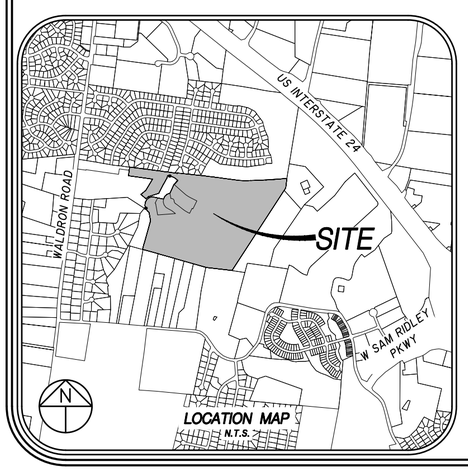


Evan Foster P.E.
TN License No. 120457

EXHIBIT A: Legal Description and Sketch for the Waldron Road Development

EXHIBIT A





CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	275.00'	033°32'29"	160.99'	N 65° 08' 05" W	158.70'

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 81° 57' 09" E	87.39'	L18	N 85° 34' 06" E	279.70'	L35	N 47° 52' 00" E	60.32'
L2	S 82° 58' 14" E	173.08'	L19	S 07° 40' 53" W	192.61'	L36	N 69° 11' 26" E	61.05'
L3	S 82° 17' 03" E	132.25'	L20	S 31° 55' 42" W	55.13'	L37	N 25° 07' 27" E	194.03'
L4	S 82° 24' 12" E	281.33'	L21	N 74° 02' 42" W	349.56'	L38	N 41° 38' 09" E	110.03'
L5	S 82° 45' 19" E	173.14'	L22	N 74° 10' 15" W	329.39'	L39	N 48° 21' 51" W	29.12'
L6	S 81° 50' 13" E	115.75'	L23	N 15° 49' 45" E	115.97'	L40	N 81° 54' 19" W	40.01'
L7	N 37° 36' 17" E	8.05'	L24	N 04° 33' 24" E	45.83'	L41	S 08° 05' 41" W	24.89'
L8	S 84° 21' 35" E	79.10'	L25	N 09° 31' 54" W	148.29'	L42	S 19° 12' 25" W	29.63'
L9	S 83° 55' 22" E	190.00'	L26	N 43° 47' 38" W	60.20'	L43	S 29° 57' 25" W	131.51'
L10	S 83° 37' 52" E	319.58'	L27	N 33° 20' 32" W	54.48'	L44	S 27° 37' 47" W	211.76'
L11	S 83° 14' 19" E	153.41'	L28	N 12° 54' 11" W	62.61'	L45	S 72° 39' 59" W	210.11'
L12	S 82° 21' 59" E	158.31'	L29	N 08° 41' 43" E	61.05'	L46	S 51° 20' 34" W	70.47'
L13	S 82° 07' 16" E	310.21'	L30	N 30° 01' 09" E	61.05'	L47	N 49° 19' 09" W	132.28'
L14	S 85° 43' 45" E	150.65'	L31	N 51° 20' 34" E	61.05'	L48	N 51° 20' 34" E	119.42'
L15	N 87° 14' 08" E	113.38'	L32	N 72° 39' 59" E	61.05'	L49	N 31° 29' 27" E	271.18'
L16	N 88° 03' 46" E	303.86'	L33	S 77° 49' 47" E	232.09'	L50	N 08° 05' 41" E	176.02'
L17	N 86° 11' 52" E	149.82'	L34	N 26° 13' 47" E	64.89'			

BOUNDARY EXHIBIT

PROPOSED SECTIONS 2-6

MISSION HILLS

WALDRON ROAD, LAVERGNE, TENNESSEE, 37086
3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

MERITAGE HOMES OF TENNESSEE, INC.
RECORD BOOK 2435, PAGE 2811 R.O.R.C., TN
MAP 029, P/O PARCEL 22.02

DAVID PIERCE AND NANCY STARNES
RECORD BOOK 2435, PAGE 2737 R.O.R.C., TN
MAP 29, P/O PARCEL 22.14

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850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 • FAX (615) 895-2567

PROJ. #	DATE:	FILE:	DRAWN BY:	SCALE:	SHEET
22078.49	3/16/2026 REV:	22078 Mission Hills S2-6	WCC	1" = 200'	1 OF 1

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DAVID PIERCE AND NANCY STARNES
RECORD BOOK 2435, PAGE 2737 R.O.R.C., TN
4,038,809 SQUARE FEET, 92.718± ACRES

A PARCEL OF LAND LYING IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY WOODLAND HILLS - S2 - LOTS 155 & 183-188 – P.BK. 12, PG. 129 (R.O.R.C., TN), THE TERMINUS OF BRIARGROVE DRIVE, WOODLAND HILLS – S4 – LOTS 264-266 & 272-273 – P.BK. 17, PG. 94 (R.O.R.C., TN), AND BOB PARKS (029-23.00) – R.BK. 2030, PG. 2193 ON THE NORTH; CITY OF LAVERGNE (032-20.03) – R.BK. 2271, PG. 3190 (R.O.R.C., TN) AND HIGHPOINTE 24 PHASE II, LLC (029-020.00) – R.BK. 2248, PG. 2337 ON THE EAST; MARTIN KING & CORABEL ALEXANDER SHOFNER (032-006.00) – R.BK. 2309, PG. 2113 (R.O.R.C., TN), SHANEINE & WILLIAM NORFOLK (029-022.03) – R.BK. 2028, PG. 1531 (R.O.R.C., TN), D & J JOHNSON FAMILY TRUST (029-022.12) – R.BK. 2523, PG. 1921 (R.O.R.C., TN), JAMES & ALY THAYER (029-022.13) – R.BK. 1836, PG. 2060 (R.O.R.C., TN), MCGILL SUBDIVISION RESUB – LOT 3 – P.BK. 35, PG. 157 (R.O.R.C., TN), CARL RAY & DEBORAH KAY CONWAY (029-022.04) – D.BK. 601, PG. 82 (R.O.R.C., TN), AND EVERETT D. & PEGGY VINCILL (029-022.05) – D.BK. 273, PG. 1 (R.O.R.C., TN) ON THE SOUTH; AND THE REMAINING PORTION OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02) – R.BK. 2435, PG. 2811 (R.O.R.C., TN), THE REMAINING PORTION OF DAVID PIERCE AND NANCY STARNES (029-022.14) – R.BK. 2435, PG. 2737 (R.O.R.C., TN), AND THE TERMINUS OF VANGUARD DRIVE ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN LOCATED AT THE SOUTHEAST CORNER OF WOODLAND HILLS – S2 – LOT 154; THENCE, WITH THE SOUTH LINE OF WOODLAND HILLS – S2 – LOT 155, S 81° 57' 09" E FOR A DISTANCE OF 5.03' TO THE ***POINT OF BEGINNING***;

THENCE, WITH THE SOUTH LINES OF WOODLAND HILLS - S2 - LOTS 155 & 183-188, THE TERMINUS OF BRIARGROVE DRIVE, THE SOUTH LINE OF WOODLAND HILLS – S4 – LOTS 264-266 & 272-273, AND THE SOUTH LINE OF PARKS (029-023.00) THE FOLLOWING (10) CALLS:

1. S 81° 57' 09" E FOR A DISTANCE OF 87.39' TO A POINT;
2. S 82° 58' 14" E FOR A DISTANCE OF 173.08' TO A POINT;
3. S 82° 17' 03" E FOR A DISTANCE OF 132.25' TO A POINT;
4. S 82° 24' 12" E THROUGH AN IRON PIPE AT 62.74’ AND FOR A TOTAL DISTANCE OF 281.33' TO A POINT;
5. S 82° 45' 19" E FOR A DISTANCE OF 173.14' TO A POINT;
6. S 81° 50' 13" E THROUGH AN IRON PIN (NO CAP) AT 66.49’ AND FOR A TOTAL DISTANCE OF 115.75' TO A POINT;
7. N 37° 36' 17" E FOR A DISTANCE OF 8.05' TO A POINT;
8. S 84° 21' 35" E FOR A DISTANCE OF 79.10' TO A POINT;
9. S 83° 55' 22" E FOR A DISTANCE OF 190.00' TO A POINT;
10. S 83° 37' 52" E THROUGH AN IRON PINS (NOT CAP) AT 70’ AND 201.00’ AND FOR A TOTAL DISTANCE OF 319.58' TO A POINT LOCATED IN THE SOUTH LINE OF PARKS (029-023.00);

THENCE, WITH THE SOUTH LINE OF PARKS (029-023.00) FOR THE FOLLOWING (8) CALLS:

1. S 83° 14' 19" E FOR A DISTANCE OF 153.41' TO A POINT;
2. S 82° 21' 59" E FOR A DISTANCE OF 158.31' TO A POINT;
3. S 82° 07' 16" E FOR A DISTANCE OF 310.21' TO A POINT;
4. S 85° 43' 45" E FOR A DISTANCE OF 150.65' TO A POINT;
5. N 87° 14' 08" E FOR A DISTANCE OF 113.38' TO A POINT;
6. N 88° 03' 46" E FOR A DISTANCE OF 303.86' TO A POINT;
7. N 86° 11' 52" E FOR A DISTANCE OF 149.82' TO A POINT;
8. N 85° 34' 06" E FOR A DISTANCE OF 279.70' TO A POINT LOCATED AT THE NORTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), THE SOUTHEAST CORNER OF PARKS (029-023.00), AND IN THE WEST LINE OF CITY OF LAVERGNE (032-020.03);

THENCE, WITH THE WEST LINE OF CITY OF LAVERGNE (032-020.03), THE FOLLOWING (2) CALLS:

1. S 07° 40' 53" W FOR A DISTANCE OF 192.61' TO AN IRON PIN (NO CAP);
2. S 31° 55' 42" W FOR A DISTANCE OF 55.13' TO AN IRON PIN (NO CAP) LOCATED AT THE SOUTHWEST CORNER OF CITY OF LAVERGNE (032-020.03) AND THE NORTHERNMOST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00);

THENCE, WITH THE WEST LINE OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), S 33° 05' 42" W FOR A DISTANCE OF 1,920.67' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), THE SOUTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), AND IN THE NORTH LINE OF SHOFNER

(032-006.00);
THENCE, WITH THE NORTH LINE OF SHOFNER (032-006.00) N 83° 11' 34" W FOR A DISTANCE OF 526.16' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF SHOFNER (032-006.00) AND THE NORTHEAST CORNER OF NORFOLK (029-022.03);
THENCE, WITH THE NORTH LINES OF NORFOLK (029-022.03), D & J JOHNSON FAMILY TRUST (029-022.12), AND THAYER, N 74° 04' 45" W THROUGH AN IRON PINS (SEC) AT 257.03’ AND 451.07’ AND FOR A TOTAL DISTANCE OF 645.11' TO A POINT LOCATED AT THE NORTHWEST CORNER OF THAYER AND THE NORTHEAST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11);
THENCE, WITH THE NORTH LINE OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11) N 74° 02' 42" W FOR A DISTANCE OF 349.56' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 AND THE NORTHEAST CORNER OF CONWAY (029-022.04);
THENCE, WITH THE NORTH LINES OF CONWAY (029-022.04) AND VINCILL (029-022.05) N 74° 10' 15" W FOR A DISTANCE OF 329.39' TO A POINT;
THENCE, WITH NEW LINES THROUGH MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), THE FOLLOWING (6) CALLS:

1. N 15° 49' 45" E FOR A DISTANCE OF 115.97' TO A POINT;
2. N 15° 53' 49" E FOR A DISTANCE OF 449.11' TO A POINT;
3. N 04° 33' 24" E FOR A DISTANCE OF 45.83' TO A POINT;
4. N 09° 31' 54" W FOR A DISTANCE OF 148.29' TO A POINT;
5. N 43° 47' 38" W FOR A DISTANCE OF 60.20' TO A POINT;
6. N 33° 20' 32" W FOR A DISTANCE OF 54.48' TO A POINT;

THENCE, WITH THE SOUTH LINES OF PIERCE AND STARNES (029-022.14), THE FOLLOWING (6) CALLS:

1. N 90° 00' 00" E FOR A DISTANCE OF 0.00' TO A POINT;
2. N 12° 54' 11" W FOR A DISTANCE OF 62.61' TO A POINT;
3. N 08° 41' 43" E FOR A DISTANCE OF 61.05' TO A POINT;
4. N 30° 01' 09" E FOR A DISTANCE OF 61.05' TO A POINT;
5. N 51° 20' 34" E FOR A DISTANCE OF 61.05' TO A POINT;
6. N 72° 39' 59" E FOR A DISTANCE OF 61.05' TO A POINT;

THENCE, WITH THE SOUTH LINE OF AND THROUGH A PORTION OF PIERCE AND STARNES (029-022.14) S 77° 49' 47" E FOR A DISTANCE OF 232.09' TO A POINT;
THENCE, WITH THE EASET LINES OF PIERCE AND STARNES (029-022.14), THE FOLLOWING (3) CALLS:

1. N 26° 13' 47" E FOR A DISTANCE OF 64.89' TO A POINT;
2. N 47° 52' 00" E FOR A DISTANCE OF 60.32' TO A POINT;
3. N 69° 11' 26" E FOR A DISTANCE OF 61.05' TO A POINT;

THENCE, WITH NEW LINES THROUGH PIERCE AND STARNES (029-022.14), THE FOLLOWING (2) CALLS:

1. N 25° 07' 27" E FOR A DISTANCE OF 194.03' TO A POINT;
2. N 41° 38' 09" E FOR A DISTANCE OF 110.03' TO A POINT;

THENCE, WITH THE NORTH AND EAST LINES OF PIERCE AND STARNES (029-022.14), THE FOLLOWING (13) CALLS:

1. N 48° 21' 51" W FOR A DISTANCE OF 29.12' TO A POINT;
2. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 275.00', WITH AN ARC LENGTH OF 160.99', WITH A CHORD BEARING OF N 65° 08' 05" W , WITH A CHORD LENGTH OF 158.70' ;
3. N 81° 54' 19" W FOR A DISTANCE OF 40.01' TO A POINT;
4. S 08° 05' 41" W FOR A DISTANCE OF 24.89' TO A POINT;
5. S 19° 12' 25" W FOR A DISTANCE OF 29.63' TO A POINT;
6. S 29° 57' 25" W FOR A DISTANCE OF 131.51' TO A POINT;
7. S 27° 37' 47" W FOR A DISTANCE OF 211.76' TO A POINT;
8. S 72° 39' 59" W FOR A DISTANCE OF 210.11' TO A POINT;
9. S 51° 20' 34" W FOR A DISTANCE OF 70.47' TO A POINT;
10. N 49° 19' 09" W FOR A DISTANCE OF 132.28' TO A POINT;
11. N 51° 20' 34" E FOR A DISTANCE OF 119.42' TO A POINT;
12. N 31° 29' 27" E FOR A DISTANCE OF 271.18' TO A POINT;
13. N 81° 54' 10" W FOR A DISTANCE OF 490.23' TO A POINT;

THENCE, WITH THE EAST LINE OF PIERCE AND STARNES (029-022.14) AND ACROSS THE TERMINUS OF VANGUARD DRIVE, N 08° 05' 41" E FOR A DISTANCE OF 176.02' TO THE ***POINT OF BEGINNING***;

HAVING AN AREA OF 4,038,809± SQUARE FEET, 92.718± ACRES.

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE, INC. BY DEED OF RECORD IN BOOK 2435, PAGE 2811 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

ALSO, BEING A PORTION OF THE SAME PROPERTY CONVEYED TO DAVID PIERCE AND NANCY STARNES BY DEED OF RECORD IN BOOK 2435, PAGE 2737 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

Parcels B & C: Parcel Nos. 029-023.00-000 & 029-023.01-000

MAP 29, PARCEL(S) 23.00 & 23.01

A TRACT OF LAND LOCATED IN THE 3rd CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE. BEING BOUND IN GENERAL ON THE NORTH BY THE SOUTH RIGHT OF WAY OF INTERSTATE 24, ON THE EAST BY PHASE 1, HIGHPOINTE SUBDIVISION (PLAT BOOK 48, PAGE 273) ON THE SOUTH BY
JOHN M. GILLILAN LIVING TRUST (MAP 29, PARCEL 22.02 RECORD BOOK 1413, PAGE 2036), AND ON THE WEST BY SECTION 4, WOODLAND HILLS SUBDIVISION (PLAT BOOK 17, PAGE 94), SECTION 7, WOODLAND HILLS SUBDIVISION (PLAT BOOK 25, PAGE 124), SECTION 6, WOODLAND HILLS
SUBDIVISION (PLAT BOOK 23, PAGE 3), SECTION 3, WOODLAND HILLS SUBDIVISION (PLAT BOOK 14, PAGE 194), SECTION 5, WOODLAND HILLS SUBDIVISION (PLAT BOOK 16, PAGE 254), AND WALDRON ROAD INDUSTRIAL PARK SUBDIVISION (PLAT BOOK 11, PAGE 193). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT IN THE SOUTHWESTERLY RIGHT OF WAY OF INTERSTATE 24. SAID MONUMENT BEING THE NORTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL
PARK SUBDIVISION; THENCE, WITH SAID RIGHT OF WAY FOR THE NEXT (3) CALLS:

1) S 51°35'44" E FORA DISTANCE OF 1,387.55' TO AN IRON PIN;
2) THENCE, S 51°53'27" E FOR A DISTANCE OF 203.61' TO AN IRON PIN;
3) THENCE, S 50°44'37" E FOR A DISTANCE OF 267.59' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH) AT THE NORTHWEST CORNER OF LOT 1, PHASE 1 HIGHPOINTE SUBDIVISION;

THENCE, WITH THE WEST LINE OF SAID LOT FOR THE NEXT (2) CALLS:

1) S 09°10'26" W FOR A DISTANCE OF 524.60' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH);
2) THENCE, S 09°20'56" W FOR A DISTANCE OF 626.49' TO AN IRON PIN AT THE NORTHWEST CORNER OF LOT 4, PHASE 1, HIGHPOINTE SUBDIVISION; THENCE, WITH THE WEST LINE OF LOT 4 S 09°19'56" W FOR A DISTANCE OF 298.01' TO AN IRON PIN AT THE NORTHEAST CORNER OF JOHN M. GILLILAND LIVING TRUST;

THENCE, WITH THE NORTH LINE OF GILLILAND AND GENERALLY FOLLOWING A FENCE FOR THE NEXT (9) CALLS:

1) S 85°34'06" W FOR A DISTANCE OF 279.70' TO AN IRON PIN;
2) THENCE, S 86°11 '52" W FOR A DISTANCE OF 149.82' TO AN IRON PIN;
3) THENCE, S 88°03'46" W FOR A DISTANCE OF 303.86' TO AN IRON PIN;
4) THENCE, S 87°14'08" W FOR A DISTANCE OF 113.38' TO AN IRON PIN;
5) THENCE, N 85°43'45" W FOR A DISTANCE OF 150.65' TO AN IRON PIN;
6) THENCE, N 82°07'16" W FOR A DISTANCE OF 310.21' TO AN IRON PIN;
7) THENCE, N 82°21 '59" W FOR A DISTANCE OF 158.31' TO AN IRON PIN;
8) THENCE, N 83°14'19" W FOR A DISTANCE OF 153.41' TO AN IRON PIN;
9) THENCE, N 83°37'52" W FOR A DISTANCE OF 119.23' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 273, SECTION 4, WOODLAND HILLS SUBDIVISION;

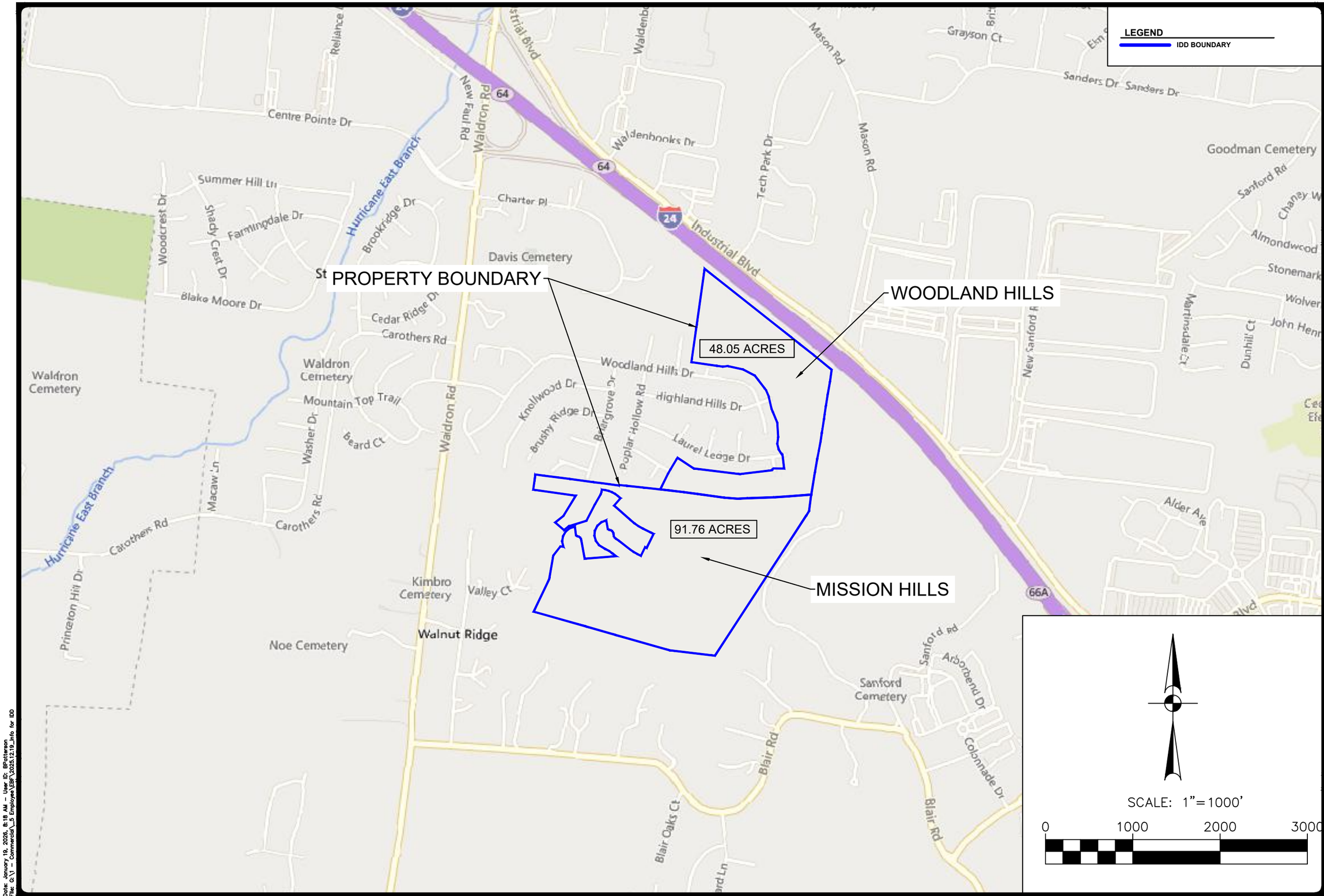
THENCE, WITH WOODLAND HILLS SUBDIVISION FOR THE NEXT (24) CALLS:

1) N 26°25'04" E FOR A DISTANCE OF 204.60' TO AN IRON PIN;
2) THENCE, N 29°49'34" E FOR A DISTANCE OF 50.09' TO AN IRON PIN;
3) THENCE, N 31 °07'43" E FOR A DISTANCE OF 148.29' TO AN IRON PIN;
4) THENCE, N 33°36'40" E FOR A DISTANCE OF 10.98' TO AN IRON PIN AT THE SOUTHWEST CORNER OF LOT 360, SECTION 7, WOODLAND HILLS SUBDIVISION;
5) S 56°23'20" E FOR A DISTANCE OF 221.11' TO AN IRON PIN;
6) THENCE, S 82°58'06" E FOR A DISTANCE OF 530.92' TO AN IRON PIN;
7) THENCE, N 83°18'15" E FOR A DISTANCE OF 379.61' TO A POINT IN THE CENTER LINE OF DRIFTWOOD COVE;

8) THENCE, WITH SAID CENTER LINE AND WITH A CURVE TURNING TO THE LEFT, WITH AN ARC LENGTH OF 20.92', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF N 04°05'08" E, AND A CHORD LENGTH OF 20.91' TO A POINT;
9) THENCE, LEAVING SAID CENTER LINES 88°54'40" E PASSING THROUGH AN IRON PIN AT 25' FOR A TOTAL DISTANCE OF 131.17' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 373, SECTION 7, WOODLAND HILLS SUBDIVISION;
10) THENCE, N 06°41 '45" W FOR A DISTANCE OF 170.25' TO AN IRON PIN;
11) THENCE, S 83°18'15" W FOR A DISTANCE OF 10.31' TO AN IRON PIN WITH CAP STAMPED (SEC);
12) THENCE, N 32°36'38" W FOR A DISTANCE OF 58.78' TO AN IRON PIN;
13) THENCE, N 14°35'19" W FOR A DISTANCE OF 66.98' TO AN IRON PIN;
14) THENCE, N 07°22'14" E FORA DISTANCE OF 77.43' TO AN IRON PIN;
15) THENCE, N 03°13'18" W FOR A DISTANCE OF 166.41' TO AN IRON PIN WITH CAP STAMPED (SEC);
16) THENCE, N 22°42'27" W FOR A DISTANCE OF 171.64' TO AN IRON PIN IN THE EAST LINE OF LOT 310, SECTION 6, WOODLAND HILLS SUBDIVISION;
17) N 12°56'22" W FORA DISTANCE OF 148.01' TO AN IRON PIN;
18) THENCE, N 22°29'36" W FOR A DISTANCE OF 75.99' TO AN IRON PIN;
19) THENCE, N 37°36'00" W FOR A DISTANCE OF 210.80' TO AN IRON PIN;
20) THENCE, N 62°12'20" W FOR A DISTANCE OF 151.46' *TO* AN IRON PIN;
21) THENCE, N77°34'15"WFORADISTANCEOF182.79'-OAN IRON PIN;
22) THENCE, S 82°13'46" W FOR A DISTANCE OF 53.01' TO AN IRON PIN;
23) THENCE, N 81°46'32" W FOR A DISTANCE OF 366.12' -o AN IRON PIN IN THE NORTH LINE OF LOT 215, SECTION 3, WOODLAND HILLS SUBDIVISION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 302, SECTION 5, WOODLAND HILLS SUBDIVISION;
24) THENCE, N 08°05'59" E FOR A DISTANCE OF 405.76' TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 300 OF SAID SECTION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 7, WALDRON ROAD INDJSTRIAL PARK SUBDIVISION; THENCE, N 08°07'40" E FOR A DISTANCE OF 280.20' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION;

THENCE, N 08°07'40" E FOR A DISTANCE OF 395.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 47.964 ACRES, MORE OR LESS, ACCORDING TO SURVEY PREPARED BY SITE ENGINEERING CONSULTANTS, DAVID A. PARKER, TN RLS NO. 2381, DATED MAY 07, 2024.

APPENDIX A



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TENNESSEE A&E PROFESSIONALS FIRM #111104

WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
LOCATION MAP

JOB NO. 21300101-00
DATE 02/16/2026
DESIGNER M. SHERIDAN
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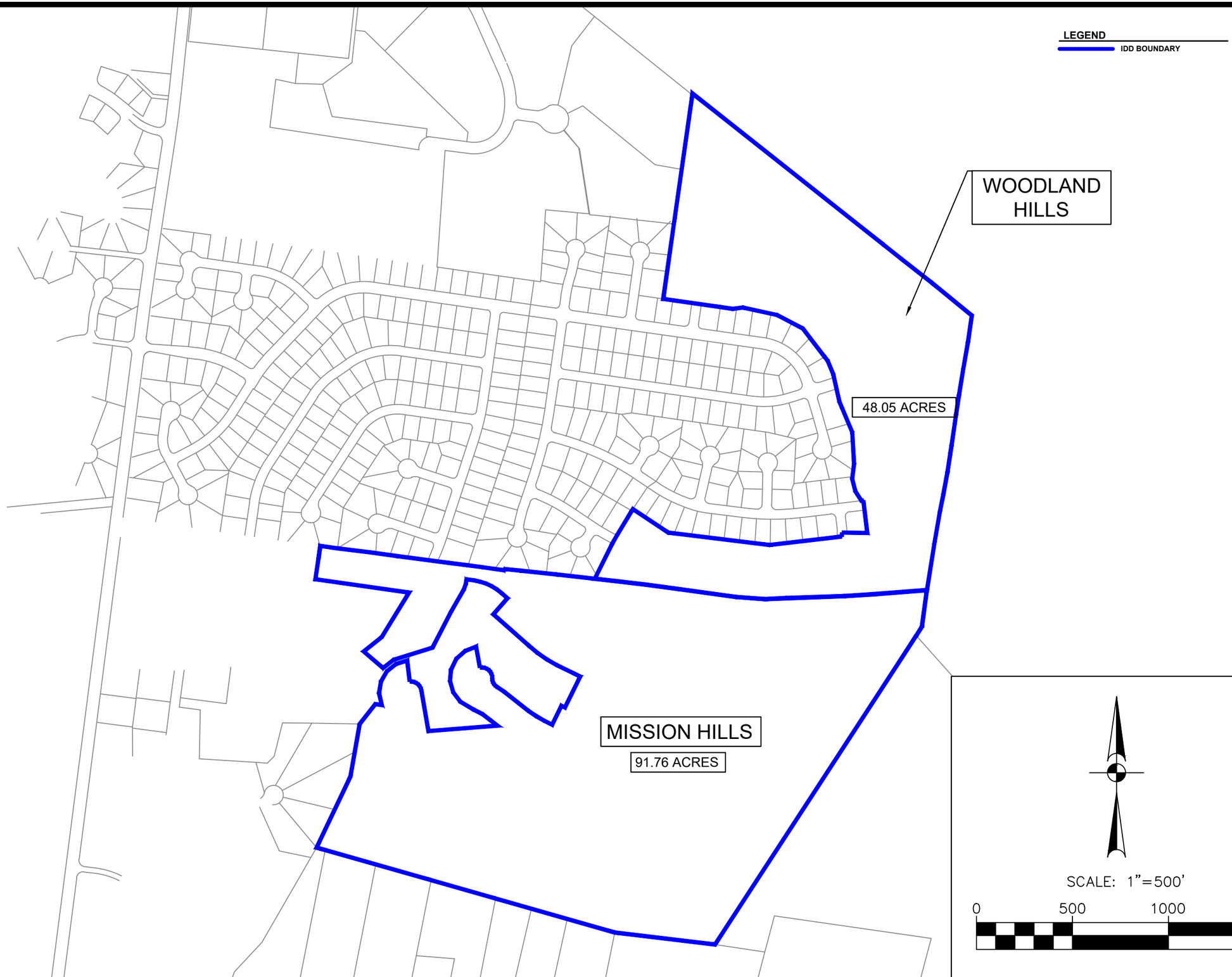

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WOODLAND HILLS AND MISSION HILLS

WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY

BOUNDARY MAP

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LEGEND

- IDD BOUNDARY
- OPEN/GREEN SPACE
- SINGLE FAMILY LOTS
- DETENTION PONDS
- STREAM BUFFER

SCALE: 1"=500'

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WOODLAND HILLS AND MISSION HILLS

WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY

CONCEPT PLAN

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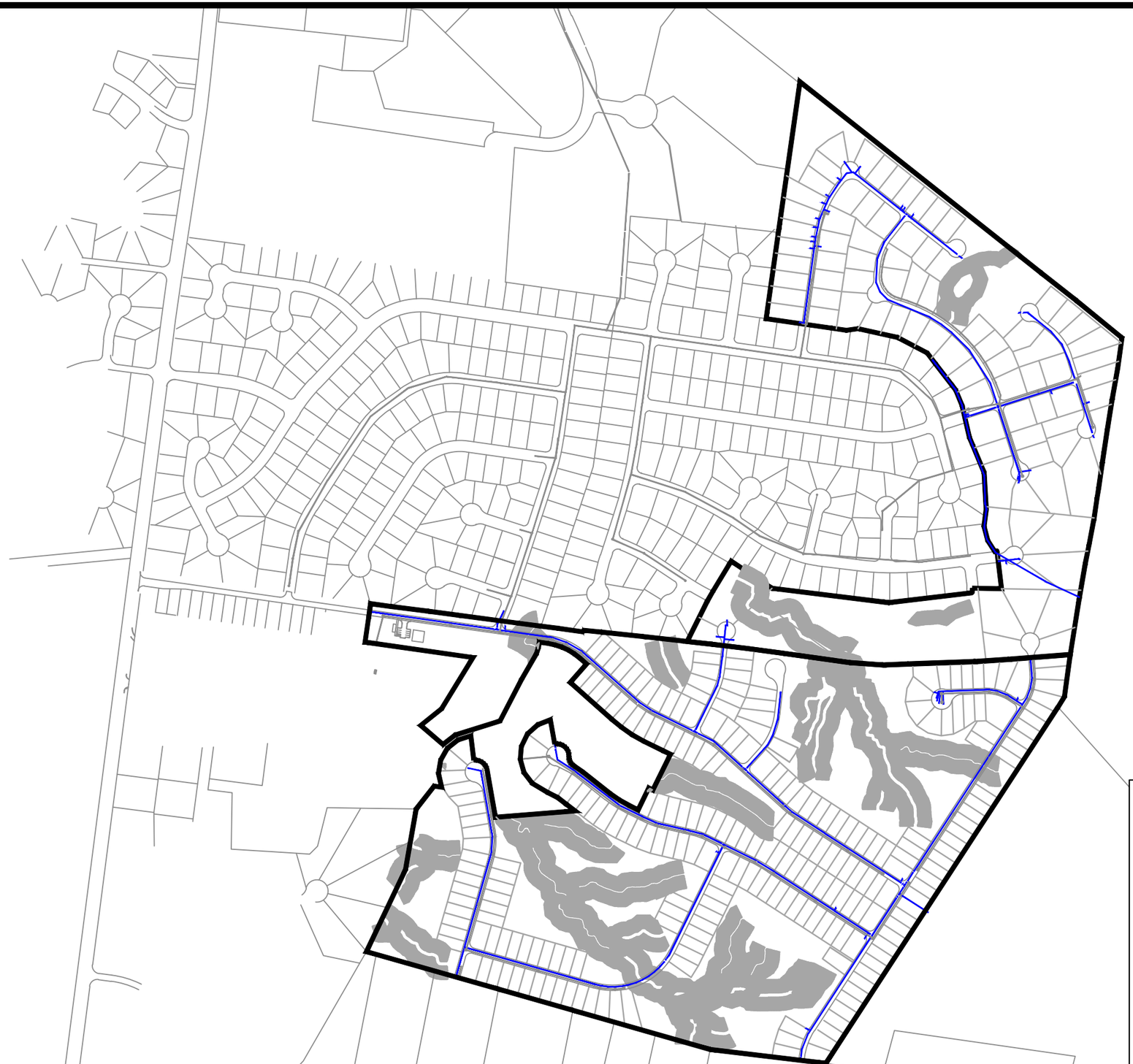

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WOODLAND HILLS AND MISSION HILLS

WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY

POTABLE WATER DISTRIBUTION SYSTEM MAP

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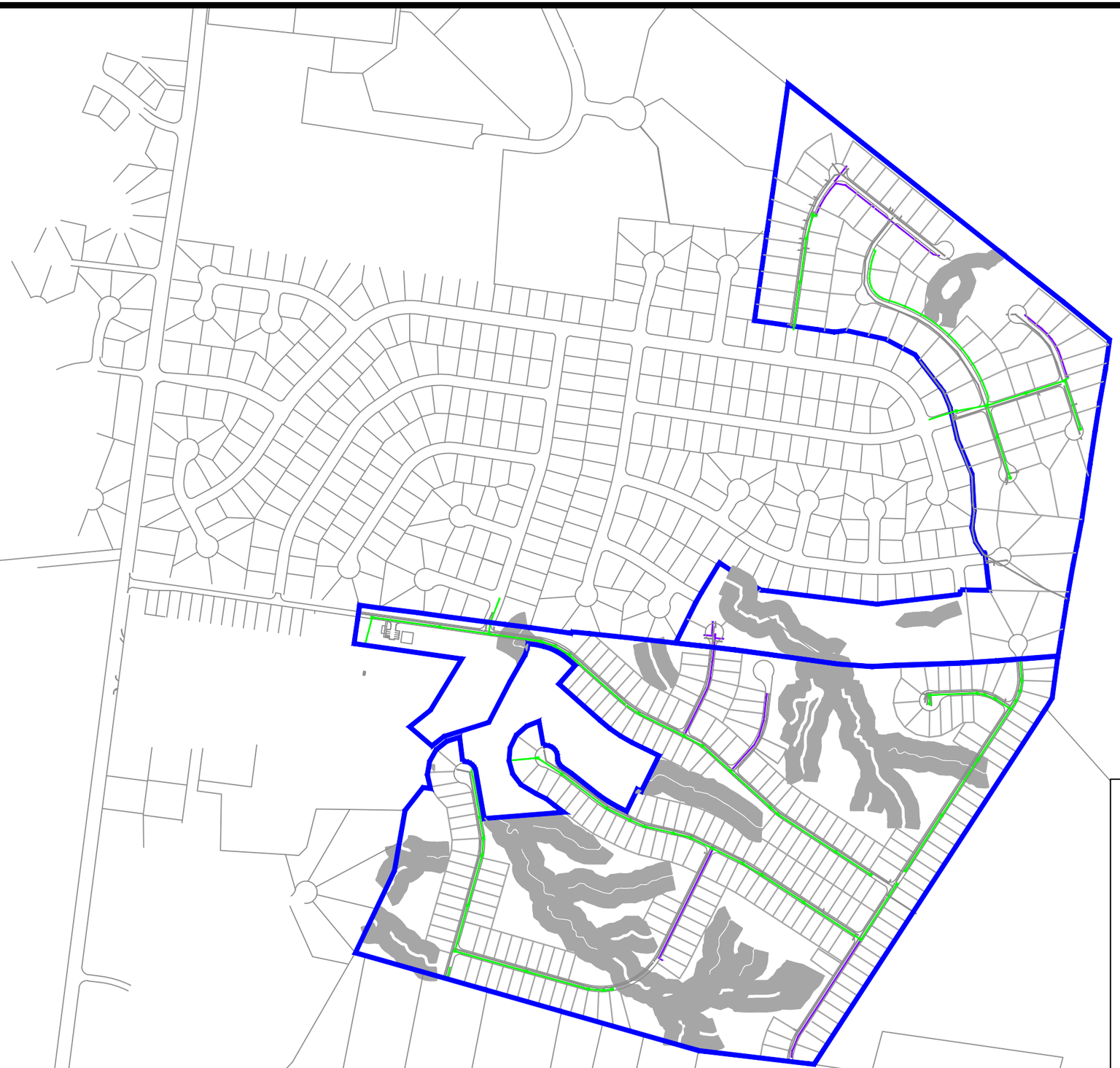

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WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
WASTEWATER SYSTEM MAP

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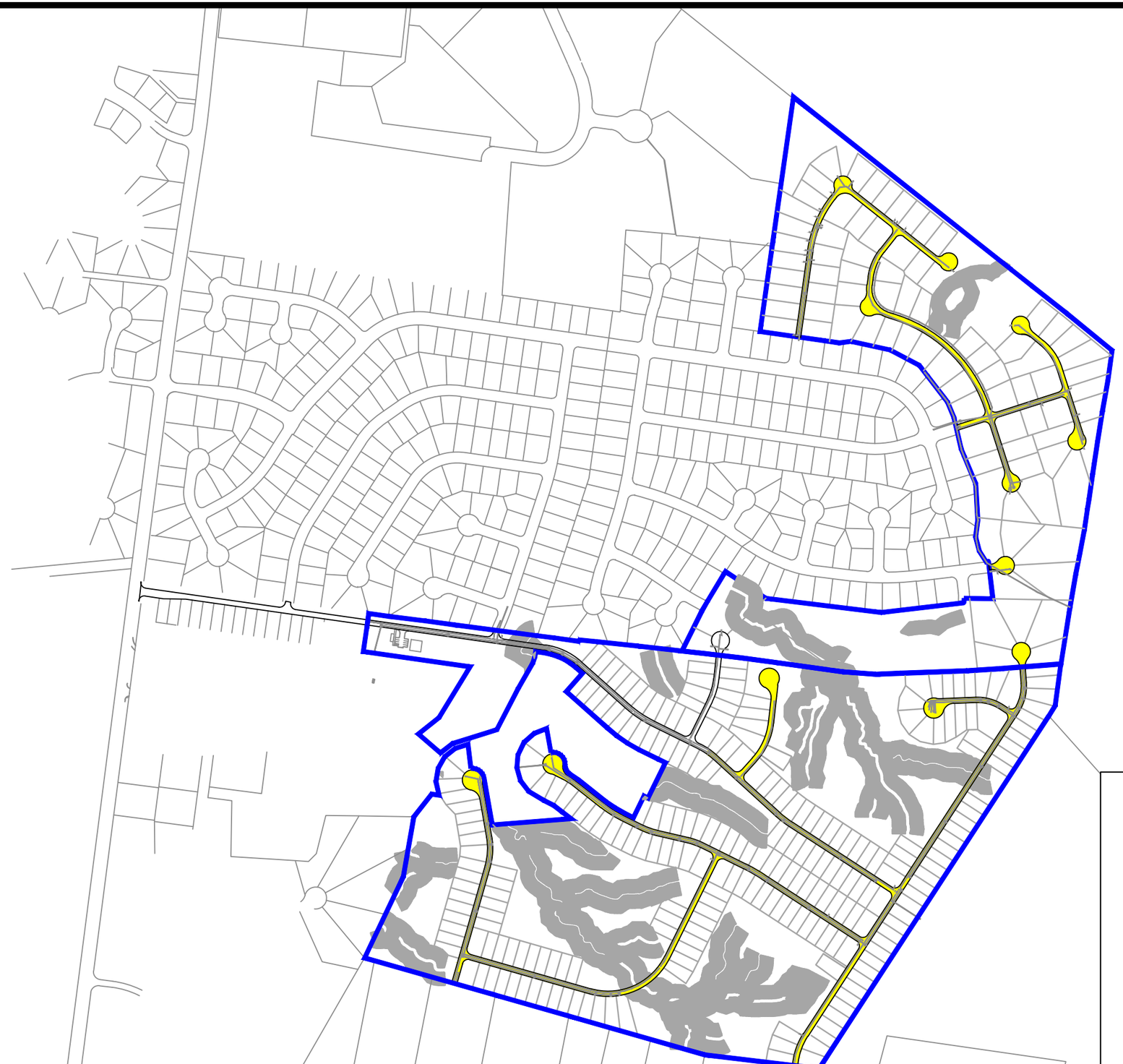

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WOODLAND HILLS AND MISSION HILLS

WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY

ROADWAY NETWORK MAP

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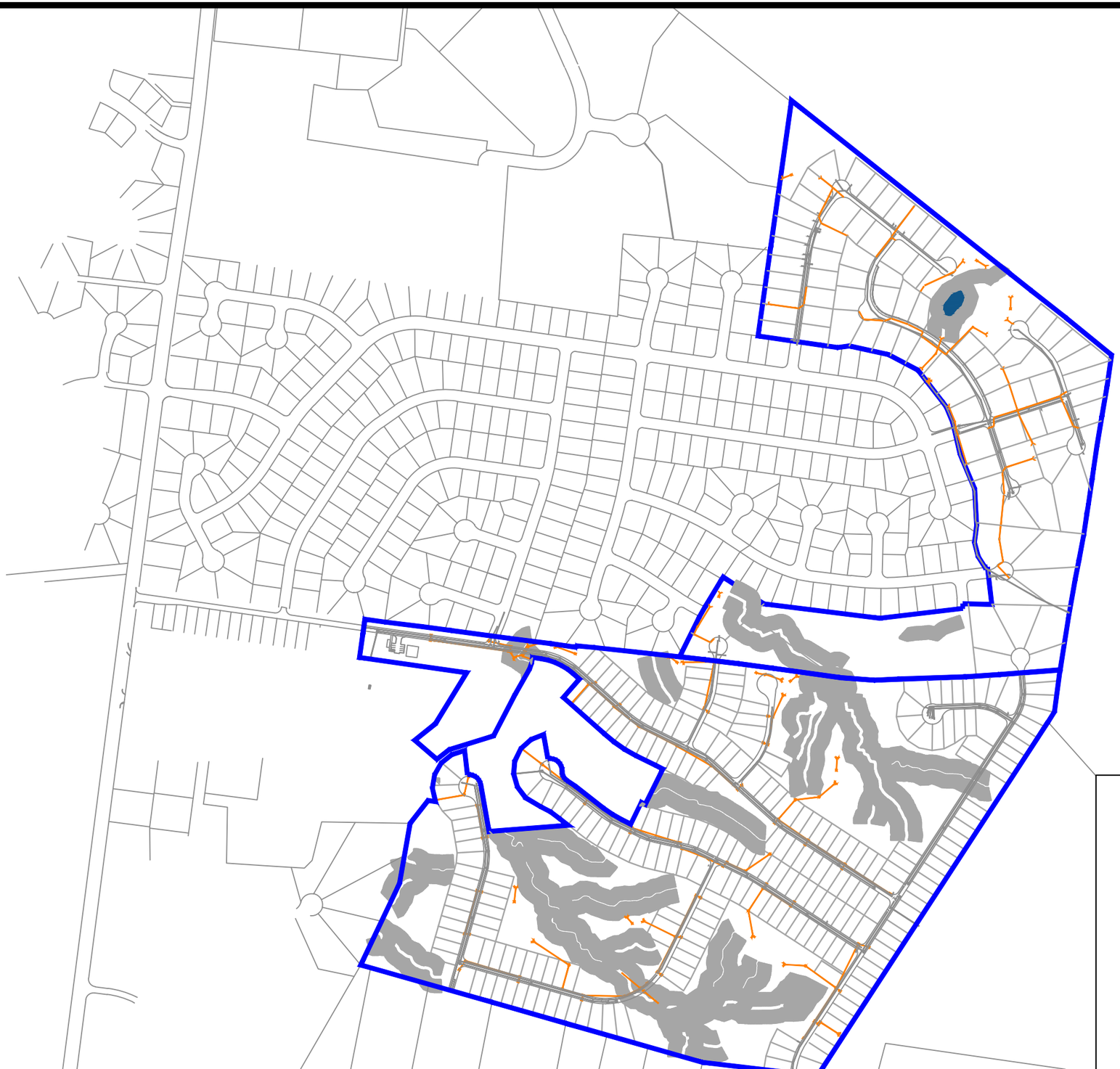

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WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
STORMWATER MANAGEMENT SYSTEM MAP

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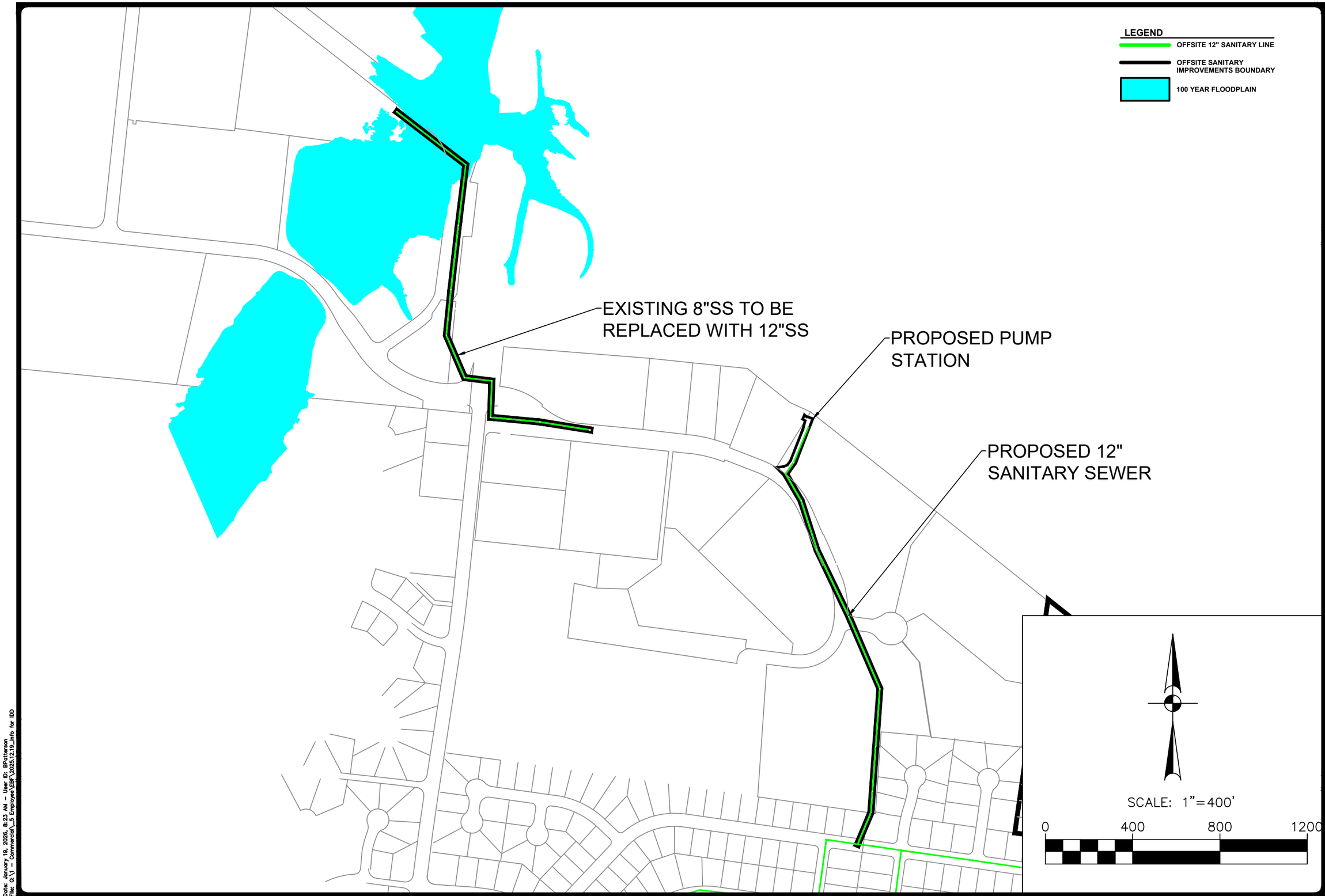

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TENNESSEE A&E PROFESSIONALS FIRM #111104

WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
OFFSITE SANITARY IMPROVEMENTS

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EXHIBIT C

MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT

WALDRON ROAD
RESIDENTIAL INFRASTRUCTURE DEVELOPMENT DISTRICT

Master Special Assessment Methodology Report

February 23, 2026

Provided by:

Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the "Report") was developed to provide a financing plan and a special assessment methodology for the Waldron Road Residential Infrastructure Development District (the “District”), located entirely within the City of La Vergne, Rutherford County, Tennessee, as related to funding the costs of public infrastructure improvements (the “Capital Improvement Plan” or “CIP”) contemplated to be provided for the benefit of the District.

The District is an Infrastructure Development District created under the 2025 REIDA Act, Tenn. Code Ann. §§ 7-84-801 *et seq.*, and as such, is not an actual governmental entity, but is an area defined by a metes and bounds legal description of land as approved by the City of La Vergne. References to “District” in the report refer to the area of land to be assessed and not a separate governmental entity. The special assessment bonds ultimately issued to finance the eligible public infrastructure improvements will be issued through a governmental entity such as the City of La Vergne or an Industrial Development Board or a similar governmental entity.

1.2 Scope of the Report

This Report presents the projections for financing the District's Capital Improvement Plan described in the Engineer’s Report developed by Pape-Dawson (the “Project Engineer”) and dated February 2026 (the “Engineer's Report”), as well as describes the method for the allocation of special benefits and the apportionment of special assessment resulting from the provision and funding of the CIP.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded for the benefit of the District as part of the CIP create special and peculiar benefits, different in kind and degree from general and incidental benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District’s CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the development program as proposed by the Developers, as defined below.

Section Three provides a summary of the CIP as determined by the Project Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The CIP will serve the Waldron Road development, a master planned residential development located entirely within the City of La Vergne, Rutherford County, Tennessee (the "Development" or “Waldron Road”). The land within the District consists of approximately 139.81 +/- acres and is generally located east of Waldron Road, north of Blair Road, and south of I-24.

2.2 The Development Program

The development of Waldron Road is anticipated to be conducted by Meritage Homes of Tennessee, Inc. or an affiliated entity as well as M/I Homes of Nashville, LLC. Or an affiliated entity (collectively the "Developers"). Based upon the information provided by the Developers and the Project Engineer, the current development plan envisions a total of 335 single-family units to be developed over a multi-year period in one or more development phases, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for Waldron Road.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded for the benefit of the District are described by the Project Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Tennessee Code 7-84-801 through 7-84-828 and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

The public infrastructure improvements that are part of the CIP and are needed to serve the Development are projected to consist of master improvements which will serve all of the lands in the District. The Developers, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The CIP will consist of potable water distribution system, wastewater system, stormwater management system (no earthwork), on-site roadway improvements, off-site sewer improvements, along with soft costs & fees and contingency, which cumulatively are estimated by the Project Engineer at $20,554,715.50.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

4.0 Financing Program

4.1 Overview

As noted above, the Developers are embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developers and subsequently acquired by the City with special assessment bond proceeds or funded directly with special assessment bond proceeds. A combination of both methods may be utilized, depending on the timing of the special assessment bond issuance.

5.0 Assessment Methodology

5.1 Overview

As described above, the infrastructure improvements that are part of the CIP outlined in *Section 3.2* and described in more detail by the Project Engineer in the Engineer's Report lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. All properties that receive special benefits from the CIP will be assessed for their fair share of such infrastructure costs (including any debt service associated therewith).

5.2 Benefit Allocation

The most current development plan anticipates the development of a total of 335 single-family units to be developed over a multi-year period in one or more development phases, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers and land use types may change throughout the development period.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the public improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide

basic infrastructure for community development to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the costs of such improvements through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than either the cost of, or the actual non-ad valorem assessment levied for, the improvement allocated to that parcel of land.

The benefit associated with the CIP of the District is proposed to be allocated to the different unit types within the District in proportion to the density of development as measured by a standard unit called an Equivalent Residential Unit ("ERU"). The table below illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within the District based on the relative density of development, the total ERU counts for each unit type, and the maximum annual assessment per unit anticipated by the Developers.

The rationale behind different ERU weights is supported by the fact that generally and on average product types with a greater density and greater intensity of use of infrastructure, such as large single-family lots, will use and benefit from the District's improvements more than product types with lesser density and lesser intensity of use of infrastructure, generally and on average product types with lesser density and lesser intensity of use of infrastructure produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than product types with greater density and greater intensity of use of infrastructure. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different product types from the District's improvements.

Generally stated, the bond assessments have been established based on ERU values per land use category and product type and the share of benefit received by each land use category and product type. As generally noted in the Report, additional land use categories and product types may be developed throughout the development period. To that end, the District's Assessment Consultant will use the benefit allocation methodology used in the Report to (i.) derive ERU factors for the new product types and (ii) allocate proportionate share of the bond assessments to such new product types.

5.3 Assigning Debt

The Benefit Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District. Consequently, the Benefit Assessments will initially be levied on approximately 139.81 +/- gross acres on an equal pro-rata gross acre basis and thus the total Benefit Assessments in the amount of $28,575,000 will be preliminarily levied on approximately 139.81 +/- gross acres at a rate of $204,384.52 per acre.

As the land is platted, the Benefit Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Benefit Assessments to platted parcels will reduce the amount of Benefit Assessments levied on unplatted gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Benefit Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Benefit Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property

within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

a. added use of the property;
b. added enjoyment of the property;
c. decreased insurance premiums;
d. increased marketability and value of the property.

The public infrastructure improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Benefit Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different product types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Benefit Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally

contemplated under the Development Plan, then the District shall allocate the Benefit Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Benefit Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Benefit Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Benefit Assessments for all assessed properties within the District, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Benefit Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Benefit Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Benefit Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the Administrator of the District or District's Assessment Consultant, in consultation with the Project Engineer and the Bond Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Benefit Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Development, b) the revised, overall development plan showing the number and type of units reasonably planned for the Development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Benefit Assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Tennessee

Code 7-84-801 through 7-84-828 upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular Benefit Assessment installment payable for such lands, and shall constitute part of the Benefit Assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Benefit Assessments levied run with the land, and such Benefit Assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Benefit Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's Benefit Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Benefit Assessments of $28,575,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, Benefit Assessments shall be paid in thirty (30) annual principal installments.

5.8 Additional Items Regarding Benefit Assessment Imposition and Allocation

This master assessment methodology is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein

comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property or designated assessment area within the District, regardless of where the Benefit Assessments are levied, provided that Benefit Assessments are fairly and reasonably allocated across all benefitted properties.

As set forth in any supplemental report, and for any particular bond issuance, the Developers may opt to "buy down" the Benefit Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Benefit Assessments to reach certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developers to pay down Benefit Assessments will not be eligible for "deferred costs," if any are provided for in connection with any particular bond issuance.

No Benefit Assessments will be allocated herein to any public or private amenities or other common areas planned for the Development. Such amenities and common areas will be owned and operated by the master homeowners' association.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the host municipality may elect to reallocate the Benefit Assessments provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt & Associates, LLC was retained by the Developer to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by the Project Engineer and/or the Developer. The allocation methodology described herein was based

on information provided by those professionals. Wrathell, Hunt & Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Wrathell, Hunt & Associates, LLC does not represent the City, the Industrial Development Board or the Public Building Authority as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC does not provide the City or the Industrial Development Board with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Waldron Road

Residential Infrastructure Development District

Development Plan

Product Type	Total Number of Units
Single-family	335
Total	**335**

Table 2

Waldron Road

Residential Infrastructure Development District

Capital Improvement Plan

Improvement		Total CIP Costs
Potable Water Distribution System	$	1,723,761.00
Wastewater System	$	3,753,589.24
Stormwater Management System (No Earthwork)	$	977,773.36
On-site Roadway Improvements	$	1,524,168.00
Off-site Sewer Improvements	$	5,645,500.00
Soft Costs & Fees	$	1,000,000.00
Contingency (25%)	$	3,656,197.90
Impact Fees	$	2,273,726.00
Total	**$**	**20,554,715.50**

Table 3

Waldron Road

Residential Infrastructure Development District

Preliminary Sources and Uses of Funds

Sources	
Bond Proceeds:	
Par Amount	$28,575,000.00
Total Sources	**$28,575,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$20,554,715.50
Other Fund Deposits:	
Debt Service Reserve Fund	$2,302,756.48
Capitalized Interest Fund	$4,000,500.00
Delivery Date Expenses:	
Costs of Issuance	$1,714,500.00
Rounding	$2,528.02
Total Uses	**$28,575,000.00**

Financing Assumptions

Coupon Rate: 7%
Capitalized Interest Period: 24 months
Term: 30 Years
Underwriter's Discount: 2% - $571,500
Cost of Issuance: 4% - $1,143,000

Table 4

Waldron Road

Residential Infrastructure Development District

Benefit Allocation

Product Type	Total Number of Units	ERU per Unit	Total ERU
Single-family	335	1.00	335.00
Total	**335**		**335.00**

Table 5

Waldron Road

Residential Infrastructure Development District

Benefit Apportionment

Product Type	Total Number of Units	Total Cost Allocation	Total Benefit Assessment Apportionment	Benefit Assessment Apportionment per Unit	Annual Benefit Assessment Debt Service per Unit/ per Sq Ft.*
Single-family	335	$20,554,715.50	$28,575,000.00	$85,298.51	$6,873.90
Total	**335**	**$20,554,715.50**	**$28,575,000.00**		

* Does not include costs of collection or allowance for early payment discount. Principal and Interest ONLY

EXHIBIT “A”

Benefit Assessments in the estimated amount of $28,575,000 are proposed to be levied uniformly over the area described below:

EXHIBIT D

SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT

WALDRON ROAD
RESIDENTIAL INFRASTRUCTURE DEVELOPMENT DISTRICT

Preliminary First Supplemental Special Assessment Methodology Report

February 27, 2026

DRAFT

Provided by:

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1.0 Introduction

1.1 Purpose

This Preliminary First Supplemental Special Assessment Methodology Report (the "First Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated February 27, 2026 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Waldron Road Residential Infrastructure Development District (the "District"), located entirely within the City of La Vergne, Rutherford County, Tennessee, as related to funding a portion of the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District to support the development of the 335 residential units projected to be developed within the District (defined herein.)

The District is an Infrastructure Development District created under the 2025 REIDA Act, Tenn. Code Ann. §§ 7-84-801 *et seq.*, and as such, is not an actual governmental entity, but is an area defined by a metes and bounds legal description of land as approved by the City of La Vergne. References to "District" in the report refer to the area of land to be assessed and not a separate governmental entity. The assessment bonds ultimately issued to finance the eligible public infrastructure improvements will be issued through a governmental entity such as the City of La Vergne or an Industrial Development Board or a similar governmental entity.

1.2 Scope of the First Supplemental Report

This First Supplemental Report presents the projections for financing a portion of the District's overall "Capital Improvement Plan" or "CIP" related to the development of the 335 residential units within the District, such funded portion referred to herein as the "2026 Project". The CIP is described in the Engineer's Report dated February 2026 (the "Engineer's Report") developed by Pape-Dawson (the "Project Engineer"). This First Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the 2026 Project with proceeds of indebtedness projected to be issued by the District.

Please note that this First Supplemental Report is preliminary in nature and the final First Supplemental Report cannot be

approved nor adopted until after the herein defined bonds have been priced, resulting in the final assessment amounts.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the 2026 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District as well as general benefits to properties within the District but outside of the District, outside of the District and to the public at large. However, as discussed within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's 2026 Project enables properties within the District to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the 2026 Project. However, these benefits are only incidental since the 2026 Project is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the 2026 Project and do not depend upon the 2026 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which the District properties receive compared to those lying outside of the boundaries of the District.

The 2026 Project will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the 2026 Project. Even though the exact value of the benefits provided by the 2026 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the First Supplemental Report

Section Two describes the development program as proposed by the Developers, as defined below.

Section Three provides a summary of the 2026 Project as determined by the Project Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Waldron Road development, a master planned residential development located entirely within the City of La Vergne, Rutherford County, Tennessee. The land within the District consists of approximately 139.81 +/- acres and is generally located east of Waldron Road, north of Blair Road, and south of I-24.

2.2 The Development Program

The development of the Waldron Road development project is anticipated to be conducted by Meritage Homes of Tennessee, Inc. or an affiliated entity as well as M/I Homes of Nashville, LLC. Or an affiliated entity (collectively the "Developers"). Based upon the information provided by the Developers and the Project Engineer, the current development plan envisions a total of 335 residential units developed over a two year period in multiple development phases, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.

3.0 The 2026 Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the Project Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Tennessee Code 7-84-801 through 7-84-828 and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 The 2026 Project

The Capital Improvement Plan needed to serve the District is projected to consist of improvements which will serve all of the lands in the District. The CIP will consist of potable water distribution system, wastewater system, stormwater management system (no earthwork), on-site roadway improvements, and off-site sewer

improvements, along with soft costs & fees and contingency, all as set forth in more detail in the Engineer's Report.

Even though all of the infrastructure included in the CIP will comprise an interrelated system of master improvements, which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another, according to the Engineer's Report, the public infrastructure improvements are projected to be constructed within one or more development phases, with a portion of the CIP expected to be financed through a single bond issuance. The 2026 Project consists of that portion of the overall CIP that is necessary for the development of land within the District.

The sum of all public infrastructure improvements as described in the Engineer's Report will comprise an interrelated system of improvements, which means all of the improvements comprising the overall CIP, once constructed, will serve the entire District, and improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the public infrastructure improvements are estimated at $20,554,715 (previously defined herein as the "CIP).

Table 2 in the *Appendix* illustrates the specific components of the public infrastructure improvements and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developers and subsequently acquired by the City with special assessment bond proceeds or funded directly with special assessment bond proceeds. A combination of both methods may be utilized, depending on the timing of the special assessment bond issuance.

4.2 Types of Bonds Proposed

The financing plan for the District provides for the issuance of the Series 2026 Bonds in the estimated principal amount of $5,765,000* to finance a portion of the CIP costs in the estimated total amount of

* Preliminary, subject to change.

$4,142,000*, such funded portion referred to as the 2026 Project. It is anticipated that any costs of the CIP which are not funded by the Series 2026 Bonds will be completed or funded by the Developers. The Series 2026 Bonds are structured to be amortized in 30 annual installments. Following an approximate 24-month capitalized interest period, interest payments on the Series 2026 Bonds would be made every June 1 and December 1, and principal payments on the Series 2026 Bonds would be made either every June 1 or December 1.

In order to finance a portion of the costs of the CIP in the estimated total amount of $4,142,000*, the District will need to borrow funds and incur indebtedness in the estimated principal amount of $5,765,000*. The difference is comprised of funding a debt service reserve, funding capitalized interest and paying costs of issuance, which include the underwriter's discount. Preliminary sources and uses of funding for the Series 2026 Bonds are presented in Table 3 in the *Appendix* along with financing assumptions.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2026 Bonds provides the Developers and City with funds necessary to construct/acquire the infrastructure improvements which are part of the 2026 Project outlined in *Section 3.2* and described in more detail by the Project Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District and outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the 2026 Project. All properties that receive special benefits from the 2026 Project will be assessed for their fair share of the debt issued in order to finance a portion of the 2026 Project.

5.2 Benefit Allocation

The current development plan for the District envisions the development of 335 residential units, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers, land uses and product types may change throughout the development period.

The public infrastructure included in the CIP will comprise an interrelated system of master improvements, which means that all of the public infrastructure improvements will serve the entire District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the product types within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all product types and all phases of development within the District and benefit all product types in all phases within the District as an integrated system of improvements.

Even though all of the infrastructure included in the CIP will comprise an interrelated system of public improvements, the public infrastructure improvements are projected to be constructed in one infrastructure construction phase with a portion of the CIP expected to be financed through a single bond issuance. The 2026 Project consists of that portion of the overall CIP that is necessary for the development of land within the District.

As stated previously, the public infrastructure improvements included in the 2026 Project have a logical connection to the special and peculiar benefits received by the assessable land within the District , as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the assessable land within the District, the District will assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessment related to the financed cost of constructing the improvements.

In following the Master Report, this First Supplemental Report proposes that the benefit associated with the CIP of the District is to be allocated to the single unit type proposed to be developed within the District on a uniform basis, with each unit of the single-family unit type assigned the uniform standard factor unit called an Equivalent Residential Unit (“ERU”) of 1.00. Should the development plan change to include different unit types, the benefit associated with the CIP is proposed to be allocated to the different unit types in proportion to the density of development as measured by the ERU. Table 4 in the *Appendix* illustrates the unitary ERU weight that is proposed to be assigned to the single unit type contemplated to be

developed within the District, the total ERU count, and the share of the benefit received by the single unit type.

The rationale behind the single ERU weight is supported by the fact that generally and on average parcels representing the same unit type will use and benefit from the District's improvements generally the same, such as all units of the single-family unit types, as for instance, generally and on average such units may produce the same amount of storm water runoff, may produce the same number of vehicular trips, and may need the same amount of water/sewer capacity. As the exact amount of the benefit is not possible to be calculated at this time, the use of the singular ERU measure serves as a reasonable approximation of the generally equal amount of benefit received by the unitary unit type from the District's improvements. Nevertheless, should the development plan change to include different unit types with different ERU weights, the different ERU weights will be supported by the fact that generally and on average, smaller and less intensely economically utilized land uses will, on a per unit/square foot basis, use and benefit from the public infrastructure improvements comprising the CIP less than larger units and more intensely economically utilized land uses. For instance, generally and on average smaller units and less intensely economically utilized land uses will, on a per unit/square foot basis, produce fewer vehicular trips, less storm water runoff, and need less water/sewer capacity than larger units and more intensely economically utilized land uses. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the CIP.

Table 5 in the *Appendix* presents the allocation of the amount of 2026 Project costs allocated to the District to the singular unit type proposed to be developed in the District based on the ERU benefit allocation factors present in Table 4. Further, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2026 Bonds, and the approximate costs of the portion of the 2026 Project costs allocable to the District to be contributed by the Developers. With the Series 2026 Bonds funding an estimated $4,142,000* in costs of the 2026 Project, the Developers is anticipated to fund improvements valued at an estimated $16,412,716* which will not be funded with proceeds of the Series 2026 Bonds. Finally, Table 6 in the *Appendix* presents the apportionment of the non-ad valorem special assessments securing the Series 2026 Bonds (herein, the “Series 2026 Bond

* Preliminary, subject to change.

Assessments") and also present the annual levels of the projected annual debt service assessments per unit.

Amenities - No Series 2026 Bond Assessments will be allocated herein to any platted amenities or other platted common areas planned for the development.

Governmental Property - If at any time, any portion of the property contained in the District is proposed to be sold or otherwise transferred to a unit of local, state, or federal government or similar exempt entity (without consent of such governmental unit or similarly exempt entity to the imposition of Series 2026 Bond Assessments thereon), all future unpaid Series 2026 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

5.3 Assigning Debt

As the land in the District is not yet platted for its intended final use and the precise location of the singular product type by lot or parcel is unknown, the Series 2026 Bond Assessments will initially be levied on all of the land in the District on an equal pro-rata gross acre basis and in an estimated amount of $5,765,000*. This will be preliminarily levied on approximately 139.81 +/- gross acres at a rate of $41,235* per gross acre.

When the land is platted, the Series 2026 Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 6 in the *Appendix*. Such allocation of the Series 2026 Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of the Series 2026 Bond Assessments levied on unplatted gross acres within the District of the District.

Transferred Property - In the event unplatted land (the "Transferred Property") is sold to a third party not affiliated with the Developers, the Series 2026 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of residential units assigned by the Developers to that Transferred Property, subject to review by the District's methodology consultant or Administrator, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2026 Bond Assessments applicable to the Transferred Property,

* Preliminary, subject to change.

regardless of the total number of residential units ultimately platted. This total Series 2026 Bond Assessments are fixed to the Transferred Property at the time of the sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. the District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

a. added use of the property;
b. added enjoyment of the property;
c. decreased insurance premiums;
d. increased marketability and value of the property.

The public infrastructure improvements which are part of the 2026 Project make the land in the District developable and saleable and when implemented jointly as parts of the 2026 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Series 2026 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District within the District according to

reasonable estimates of the special and peculiar benefits derived from the 2026 Project.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 4 in the Appendix ("Development Plan"). At such time as lands within the District are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands within the District after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan for the District, then the District shall allocate the Series 2026 Bond Assessments to the product types being platted and the remaining property in accordance with this First Supplemental Report, and cause the Series 2026 Bond Assessments to be recorded in the District's improvement lien book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan for the District, then the District may undertake a pro rata reduction of Series 2026 Bond Assessments for all assessed properties within the Property, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan for the District, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2026 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2026 Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the Administrator of the District or District's Assessment Consultant, in consultation with the Project Engineer and the Bond Counsel, shall determine in their sole discretion what amount of ERUs (and thus Series 2026 Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall Development Plan for the District showing the number and type of units reasonably planned for the development, b) the revised, overall Development Plan for the District showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised Development Plan for the District, and e) documentation that shows the feasibility of implementing the proposed Development Plan for the District. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2026 Bond Assessments to pay debt service on the Series 2026 Bond Assessments and the District will conduct new proceedings under Tennessee Code 7-84-801 through 7-84-828 upon the advice of Bond Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2026 Bond Assessments to the next interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before a semi-annual interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Series 2026 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. the Administrator and/or City will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the Administrator or Assessment Consultant's review of the final plat for the developable acres within the District, any unallocated Series 2026 Bond Assessments shall become due and payable and must be paid prior to the City's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the applicable assessment resolution(s).

5.7 Assessment Roll

The Series 2026 Bond Assessments in the estimated amount of $5,765,000* are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid in no more than thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt & Associates, LLC was retained by the Developer to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by Project Engineer and/or the Developers. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt & Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this First Supplemental Report. For additional information on the bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt & Associates, LLC does not represent the City, the Industrial Development Board, or the Public Building Authority as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC does not provide the City or the Industrial Development Board with financial advisory services or offer investment advice in any form.

7.0 Appendix

* Preliminary, subject to change.

Table 1

Waldron Road

Residential Infrastructure Development District

Development Plan

Product Type	Total Number of Units
Single-family	335
Total	**335**

Table 2

Waldron Road

Residential Infrastructure Development District

Capital Improvement Plan - 2026 Project

Improvement		Total CIP Costs
Potable Water Distribution System	$	1,723,761.00
Wastewater System	$	3,753,589.24
Stormwater Management System (No Earthwork)	$	977,773.36
On-site Roadway Improvements	$	1,524,168.00
Off-site Sewer Improvements	$	5,645,500.00
Soft Costs & Fees	$	1,000,000.00
Contingency (25%)	$	3,656,197.90
Impact Fees	$	2,273,726.00
Total	**$**	**20,554,715.50**

Table 3

Waldron Road

Residential Infrastructure Development District

Preliminary Sources and Uses of Funds	Series 2026
Sources	
Bond Proceeds:	
Par Amount	$5,765,000.00
Total Sources	**$5,765,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$4,142,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	$440,900.00
Capitalized Interest Fund	$691,800.00
Delivery Date Expenses:	
Costs of Issuance	$490,300.00
Total Uses	**$5,765,000.00**

Financing Assumptions

Coupon Rate: 6.00%
Capitalized Interest Period: 24 months
Term: 30 Years
Underwriter's Discount: 2% - $115,300
Cost of Issuance: $375,000

Table 4

Waldron Road

Residential Infrastructure Development District

Benefit Allocation

Product Type	Total Number of Units	ERU per Unit	Total ERU
Single-family	335	1.00	335.00
Total	**335**		**335.00**

Table 5

Waldron Road

Residential Infrastructure Development District

Cost Allocation

Product Type	Infrastructure Alocation Based on ERU Method	Infrastructure Financed with Series 2026 Bonds	Infrastructure to be Contributed by the Developer
Single-family	$20,554,715.50	$4,142,000.00	$16,412,715.50
Total	**$20,554,715.50**	**$4,142,000.00**	**$16,412,715.50**

Table 6

Waldron Road

Residential Infrastructure Development District

Bond Assessment Apportionment

Product Type	Total Number of Units	Total Cost Allocation	Total Series 2026 Bond Assessment Apportionment	Series 2026 Bond Assessment Apportionment per Unit	Annual Series 2026 Bond Assessment Debt Service per Unit*
Single-family	335	$20,554,715.50	$5,765,000.00	$17,208.96	$1,500.00
Total	**335**	**$20,554,715.50**	**$5,765,000.00**		

*Includes 5% (subject to change) city/ county costs of collection

EXHIBIT "A"

Series 2026 Bond Assessments in the estimated amount of $5,765,000* are proposed to be levied uniformly over the area described below:

* Preliminary, subject to change.

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 12.	Motion to Change the Name and the Starting Time of the Annual Parade of Lights. (Received a Favorable Recommendation from the Parks and Recreation Advisory Committee on May 18, 2026.)		
Department:	Parks & Recreation	**Presented By:**	David McGowen
Item Attachments:	None		

Purpose:
Motion to change the name and the start time of the annual Parade of Lights.

Background:
The Parks and Recreation Advisory Committee gave a favorable recommendation to move the start time of the annual Parade of Lights to 3:00 P.M. The earlier start time was suggested to provide a more comfortable experience for participants and spectators, as temperatures tend to drop significantly after dark. This time change would still facilitate having the tree lighting ceremony after dark. With the time change, a new name would be required. The Parks and Recreation Advisory Committee chose "The Spirit of Christmas Parade" for the name change. We do not want to move forward with these changes until this Board has the opportunity to discuss them.

Financial Summary:
No financial impact

Staff Recommendation:
Staff will honor the Board's recommendation.

ITEM REPORT

Board of Mayor and Aldermen

Date: July 2, 2026

Item #: 13.A.	Parks and Recreation Advisory Committee. (One term vacant.)		
Department:	City Administrator	**Presented By:**	Bruce Richardson
Item Attachments:	1. Application - David Holden - Parks & Recreation Advisory Committee_Redacted		

Purpose:
This is an item regarding appointments to the Parks and Recreation Advisory Committee.

Background:

Parks and Recreation Advisory Committee Appointed by Mayor; Confirmed by City Council - 4 Year Terms		
Name	**Appointed**	**Term Expires**
Steve Noe - Vice-Mayor - Chairman	November 2018	Term of Office
Vacant (Felicia Anderson)		May 31, 2027
TaRita Wright Burrows	January 2026	January 31, 2029
Chuck Isbell	November 2021	December 31, 2026
Kevin Oliver	July 2024	December 31, 2025
Jiles Perry	March 2021	January 31, 2029
Mary Jane Skinner	October 2024	May 31, 2027

There is one term that is vacant due to the resignation of Felicia Anderson. We have been advertising this on social media, and have received one application.

Current Applicants:
- David Holden

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)

	Board Name	Normal Frequency of Meetings
☐	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	Bi-Monthly
☐	Planning Commission	Monthly
☐	Stormwater Appeals and Advisory Board	Bi-Annually
☐	Other: _____	

APPLICANT INFORMATION

Name: David Holden

Address: [redacted]

La Vergne, TN 37086

Cell Phone: [redacted]

Other Phone:

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

	High School	College / University	Graduate / Professional
School Name	Holloway High		
City, State			
Years Completed	N/A	☐1 ☐2 ☐3 ☐4	☐1 ☐2 ☐3 ☐4
Course of Study	N/A		
Receive a diploma?	■ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Any additional comments regarding education:

EXPERIENCE

Current Occupation:	Diesel Mechanic for Williamson County Solid Waste
List any experience that would apply to the Board or Committee you are applying for:	Former owner of ANC Loan Service, Owner of Holden, Honey Haven
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	Chuck Isbell	[redacted]	1	[redacted]
2	Diann Holden	[redacted]	48	[redacted]
3	Jason Grubb		11	[redacted]

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: David Shannon Holden (Submitted electronically) Date: 6/17/26

Please attach your resume. Thank you for your willingness to serve.