



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
March 10, 2020 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

Council Members: Tim Adkins, Gerald Greer, Lisa Walker, Roger Jackson, Chris Kerrigan

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) Special Called Council Meeting Minutes 1-28-2020
- [2.](#) Council Meeting Minutes 2-11-2020

PRESENTATION OF PROCLAMATION

PUBLIC FORUM

REPORTS

3. City Attorney Report

OLD BUSINESS:

- [4.](#) Ordinance: Fiscal Year 2019-2020 Budget Amendment #2
- [5.](#) Ordinance: Amending Title 15: Rules of Road
- [6.](#) Ordinance: Updating Title 18 Chapter 1: Section 7: 18-107
- [7.](#) Ordinance: Title 2, Chapter 2: Parks and Recreation Advisory Board
- [8.](#) Resolution: Employee Manual Updates

NEW BUSINESS:

- [9.](#) Ordinance: Rezone Map 64 Parcel 11.01- Highway 12 South and Caldwell Road
- [10.](#) Pickleball Discussion
- [11.](#) Resolution: TOSHA Occupational Safety and Health Program Plan
- [12.](#) Resolution: Wage and Salary Policy
- [13.](#) Resolution: Charter Changes
14. Appoint Board of Equalization Representative
- [15.](#) Clark Renewal Contracts
- [16.](#) Budget Amendment- Riverbluff Stage Cover
17. Update on Caldwell Park.
- [18.](#) CEC Engineering Agreement for the Sewer Treatment Plant Project

SURPLUS PROPERTY NOMINATIONS:

EXPENDITURE REQUESTS:

- [19.](#) Cheatham County Enhancement Coalition Half Marathon Sponsorship

**OTHER
ADJOURNMENT**

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-6455, M-F 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.



TOWN OF ASHLAND CITY
Special Called City Council Meeting
January 28, 2020 6:00 PM
Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:02 p.m. and declared a quorum.

ROLL CALL

PRESENT

Mayor Steve Allen

Vice Mayor Daniel Anderson

Councilman Tim Adkins

Councilman Gerald Greer

Councilman Roger Jackson

Councilman Chris Kerrigan

Councilwoman Lisa Walker

APPROVAL OF AGENDA

A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

Ms. Reed stated the minutes from last council meeting were not complete just yet and she would have them done for the next meeting.

PUBLIC FORUM

None.

OLD BUSINESS:

1. City Hall Design Discussion

Mr. Josh Wright stated he has the floor plan of City Hall that was done with the feasibility study and he needs some direction for what is needed for the floor plan. Mayor stated with looking at figures and the possibility of doing away with general sessions court as a money saving option and he has spoken with the City of Dickson regarding what transpired when they eliminated general sessions court. Councilman Adkins stated he understood last week Ms. Anita Justice would be presenting numbers to the council. Ms. Justice presented a chart with figures for revenues and expenditures for the court. Councilman Adkins questioned how many employees are paid out of the court budget. Ms. Justice stated there are three full-time employees in the office plus the night magistrates, judge, and security. Vice Mayor Anderson questioned the revenue after everything is paid. Mayor Allen stated around \$158,000. Councilman Adkins questioned when court is held. Ms. Justice responded the first and third Thursday of the month. After some discussion Ms. Noe explained if the court continues with general sessions the floor plan will need to include the two holding cells and a bathroom for them as well. Mayor asked if this is a requirement by law. Ms. Noe stated it is a liability issue. She further stated the county judge's salary is based on population of the county. She explained there are opinions out there that the judge's salary should be set by the T.C.A. She stated she put a call in to the A.O.C. for the figure on what the judge's salary should be but has not heard back from this at this time. She stated the clerk should be elected to the office. She stated she spoke to an MTAS representative that would be willing to come out and explain further, but there are also provisions that require the General Session Judge's to live within the city limits. She explained that the opinions do hold weight but are not law. Ms. Noe stated the City of Dickson got rid of

their general sessions in 2016, but once it is eliminated you cannot go back after the legislation passes. Ms. Justice stated there are several cities that are not exercising the general sessions jurisdictions. Ms. Noe stated after speaking with Ms. Justice today she realized there needs to be an ordinance adopting the rules of the road at the next meeting. She further explained a judge that presides over general session court must live in the city limits and there is a small pool of attorneys who would be eligible within the city limits. Councilman Adkins questioned the increase in salary. Ms. Noe stated the bottom tier from 1991 was twenty thousand dollars (\$20,000); however, there are several increases for cost of living since then. Vice Mayor Anderson stated comparing us to Dickson is not a good comparison and we shouldn't change anything. Councilman Jackson questioned if everyone agreed. Mayor stated yes. Mr. Josh Wright stated what we have now is an extremely preliminary plan from when he originally met with department heads. Further, the end floor plan for the fire station is completely different than the beginning plan and the dollar amount per square foot depends on the area as some are nicer than others. Councilman Adkins questioned if all the department heads are OK with this plan. Mr. Wright stated this plan is not anywhere near complete and there is still work to be done. After some discussion of the areas on the preliminary drawing and what specific spaces were designated for, Mr. Wright stated he thinks he can get with the department heads and get the preliminary drawings to council by the next council meeting.

OTHER

Councilman Adkins asked about the property for city hall. Mayor Allen stated he has received some complaints about the buzzards, but nothing further.

ADJOURNMENT

A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to adjourn. All approved and the meeting adjourned at 6:56 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
February 11, 2020 6:00 PM
Minutes

CALL TO ORDER

Vice Mayor Anderson called the meeting to order at 6:00 p.m. and declared a quorum.

ROLL CALL

PRESENT

Vice Mayor Daniel Anderson
Councilman Tim Adkins
Councilman Gerald Greer
Councilman Roger Jackson
Councilman Chris Kerrigan
Councilwoman Lisa Walker
ABSENT
Mayor Steve Allen

PLEDGE AND PRAYER

Chaplain Gains led the pledge and prayer.

APPROVAL OF AGENDA

A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

1. January 14, 2020 Meeting Minutes

A motion was made by Councilman Jackson, seconded by Councilwoman Walker, to approve the January 14, 2020 meeting minutes. All approved by voice vote.

PUBLIC FORUM

Shayn Webster- Water Adjustment. Mr. Webster stated he acquired the property on North Poole and made modifications on the inside and found there was a leak on the outside line. A motion was made by Councilman Jackson, seconded by Councilman Adkins, to approve the adjustment. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Amanda Bell- Water Adjustment. Ms. Bell stated she is there on the behalf of the HOA on Turner Street. Further, last May they had a bill of six hundred and eighty-three dollars and forty nine cents (\$683.49) due to a meter leak, but they had to wait several months for a history to be established. A motion was made by Councilman Jackson, seconded by Councilman Greer, to approve the water adjustment. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Candice Beasley- Turner Street issues. Ms. Beasley stated she has been before the council before concerning flooding in a ditch in front of her house, the road being narrow, and dirt and particles in the water and no water pressure. She asked the town to please look into the issue as it has been going on for two years now. Vice Mayor Anderson questioned if she had spoken to the ladies in the front to get work orders issued. Mr. Biggers stated he wasn't sure about work orders; however, he can have them look at it again tomorrow.

John Nichols- Veterans Memorial. Mr. Nichols stepped forward and described the Veteran's War Memorial that will be placed on the county property in front of the library. He further asked for fees to

be waived for the building permits and invited the council and community to the groundbreaking ceremony and to spread the word of the project.

Elias Salazar- Water Adjustment. Ms. Salazar stepped forward and stated this is due to a leak in the toilet and went on for so long because of the account being on auto draft. Vice Mayor Anderson stated the average of the bills is one hundred sixty-three dollars and seventy-three cents (\$163.73). A motion was made by Councilman Adkins, seconded by Councilman Greer, to approve the adjustments on the bills. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Karen Demido- Water Adjustment. Ms. Demido stated she had a water leak for two months. Vice Mayor Anderson stated the average bill is fifty dollars and thirty-nine cents (\$50.39). A motion was made by Councilman Kerrigan, seconded by Councilwoman Walker, to approve the adjustments. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Carly Gentry- Water Adjustment. Ms. Gentry stated this is due to a leak in the water heater. Councilman Jackson questioned if the average is eighty-nine dollars and one cent (\$89.01). Ms. Gayle Bowman responded yes. A motion was made by Councilman Adkins, seconded by Councilman Greer, to approve the adjustment. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Jessica Younger- Water Adjustment. Ms. Younger stated she had a high water bill at her residence on Mulberry. Vice Mayor Anderson confirmed the proper paperwork had been turned in by Ms. Bowman. A motion was made by Councilman Kerrigan, seconded by Councilman Jackson, to approve the adjustment. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Chityka Lee- Water Adjustment. Ms. Lee stated she is here to request a water adjustment due to a toilet leak. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the adjustment. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Russell McDonald- Water Adjustment. Mr. McDonald stated the account is under Janice McDonald and they had a high water bill due to a meter leak that has been repaired. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the water adjustment. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

REPORTS

City Attorney Report

Ms. Noe stated everything she has is on the agenda.

OLD BUSINESS:

3. Contract from Pyro Shows for fireworks

Mr. Sampson stated this is the fireworks contract for Summerfest this year and the show will be a twenty (20) minute show and will cost sixteen thousand dollars (\$16,000). Ms. Noe stated there are a couple of things she wanted to make the council aware of, but nothing different from last year's or prior years agreement. First, under number three (3) there is a provision that states ten percent (10%) will be paid if the show must be rescheduled, thirty percent (30%) if we pick the date, and fifty percent (50%) for total cancellation. Also, section six (6) the indemnification clause will need to be marked through and section nine (9) is nothing unusual. but she just wanted to make sure the council is aware. A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to approve the contract with Pyro shows with the changes recommended by Ms. Noe. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

4. Tennessee Waltz Parkway/Highway 12 Red Light Design

Mr. Clint Biggers stated A.O. Smith has agreed to sponsor all but the five (5) optional bottom items listed on the estimate. He further stated he recommends the city, at minimum, adding in the pedestrian crossing. After some discussion a motion was made by Councilman Jackson,

seconded by Councilman Kerrigan, to accept the estimate with A.O. Smith paying for the engineering and red light and the city paying for the pedestrian crossing. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

5. Dell Lease Agreements

Chief Chuck Walker stated Chief Derek Noe presented this at the last meeting and this is for backup, computers and servers needed in the city and there is money in the budget for these items. Ms. Noe stated she has reviewed the paperwork and it is fine. A motion was made by Councilman Kerrigan, seconded by Councilman Jackson, to approve the Dell Lease Purchase Agreements. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

NEW BUSINESS:

6. I Am Responding Subscription Renewal Agreement

Chief Walker stated this is a renewal agreement for the scheduling app we use, and it is in the budget. A motion was made by Councilman Adkins, seconded by Councilman Greer, to approve the I Am Responding Renewal Agreement. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

7. Contract Rider for Summerfest Performer (Clayton Quisenberry)

Ms. Noe stated there are a couple of things in this agreement she wanted to review. First, there is a provision in which the performer is entitled to a fifty-foot (50 ft.) parking space in close proximity to the stage. She further reviewed the requirements of the city and stated the last sentence of the last paragraph would need to be stricken from the contract as it involves indemnification. Councilman Adkins questioned if there is money in the budget to pay the performers. Mr. Sampson replied yes. A motion was made by Councilman Adkins, seconded by Councilman Greer, to approve the contract with the recommended changes by Ms. Noe. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

8. Open Roads Policy Agreement

Ms. Reed stated this is an agreement Chief Kenny Ray forwarded her to place on the agenda. Further, this agreement is a renewal agreement with the Tennessee Department of Transportation that states we will clear the roads as quickly as we can. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the Open Roads Agreement. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

9. Ordinance: Title 2, Chapter 2: Parks and Recreation Advisory Board

AN ORDINANCE BY THE TOWN OF ASHLAND CITY TO ESTABLISH TITLE 2 CHAPTER 2 OF THE MUNICIPAL CODE. Vice Mayor Anderson stated this will be for first reading and the second reading will be next month. Ms. Noe stated she reviewed the ordinance and it is fine. A motion was made by Councilman Kerrigan, seconded by Councilwoman Walker, to approve the Ordinance to establish the Parks and Recreation Advisory Board. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

10. Dog Park Agreement and Resolution

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO APPROVE THE USE OF THE CITY'S PROPERTY AT THE CITY PARK FOR THE USE OF A DOG PARK. Ms. Noe stated this is the formal resolution and letter showing the Council's support of the dog park in order for the group to apply for grants for the construction. A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to approve the resolution and letter supporting the construction of a dog park on city property. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

11. Resolution: Participation in the Community Development Block Grant

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. Mr. Biggers stated this grant will be used to replace six (6) lift stations and will be approximately seventy thousand dollars (\$70,000) each plus the engineering fees. A motion was made by Councilman Kerrigan, seconded by Councilwoman Walker, to approve the Resolution authorizing participation in the Community Development Block Grant. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

12. Resolution: Employee Manual Updates

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING A PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY. Vice Mayor Anderson stated this is for the changes to the manual discussed in the last budget meeting and workshop meeting. Ms. Noe went over the changes in the manual. Councilman Jackson stated if an employee has been called out you should be able to get paid time and a half regardless of if you have been out sick or on vacation. He further stated he would like to see this reflected in the policy. After some discussion a motion was made by Councilman Kerrigan, seconded by Councilman Adkins, to defer this until the next council meeting. All approved by voice vote.

13. Ordinance: Amending Title 15: Rules of Road

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE, REPLACING MUNICIPAL CODE, TITLE 15 AND ADOPTING BY REFERENCE STATE TRAFFIC OFFENSES AND RULES OF THE ROAD. Ms. Noe stated this is an ordinance to adopt the rules of the road as policy. Ms. Anita Justice stated by mirroring these laws we are able to keep all fines. A motion was made by Councilman Kerrigan, Seconded by Councilwoman Walker, to approve the Ordinance adopting the state traffic offenses and rules of the road. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

14. Ordinance: Updating Title 18 Chapter 1: Section 7: 18-107

AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107 OF THE MUNICIPAL CODE. Vice Mayor Anderson stated this will be for first reading. Ms. Reed stated this change is amend the code based on the insurance policy agreement. A motion was made by Councilman Kerrigan, Seconded by Councilwoman Walker, to approve the Ordinance amendment Title 18, Chapter 1, Section 18-107 of the Municipal Code. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

15. Ordinance: Fiscal Year 2019-2020 Budget Amendment #2

AN ORDINANCE TO ACCEPT A BUDGET AMENDMENT FOR THE 19/20 FISCAL YEAR. A motion was made by Councilman Kerrigan, seconded by Councilman Adkins, to accept the budget amendment. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

16. Corp of Engineers Easement Agreement and Termination of Easement

Ms. Noe stated we currently have three separate easements with the Corp, and this is to terminate existing easements in order to reissue and clean them up in the new deed. A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to approve the termination of the existing easement and reissue the easement for clean-up purposes. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

17. Resolution: THDA Home Grant

A RESOLUTION IN SUPPORT OF FISCAL YEAR 2020 THDA HOME GRANT APPLICATION. Ms. Reed stated this is a grant we have done in the past but have had trouble finding residents to participate in the program. Further, the cap this year will be half a million dollars (\$500,000) for rehabilitation of homes in the city limits. Councilman Jackson stated they will fix anything wrong with your home. Ms. Anita Justice stated she believes the issue is lack of education on the program. Chief Walker stated they have a couple of people in mind that may qualify. After much discussion a motion was made by Councilman Adkins, seconded by

Councilman Kerrigan, to approve the Resolution in support of the THDA Home Grant Application. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker

EXPENDITURE REQUESTS:

18. Award Bid replacing Fire Station II. roof

Chief Walker stated the low bid was for Absolute Roofing and is about one thousand dollars (\$1,000) over budget. Further, Josh Wright will oversee the work. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the low bid for the roofing contract. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker

OTHER

ADJOURNMENT

A motion was made by Councilwoman Walker, seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:09 p.m.

VICE MAYOR DANIEL ANDERSON

CITY RECORDER KELLIE REED, CMFO, CMC

DRAFT

ORDINANCE #

AN ORDINANCE TO ACCEPT A BUDGET AMENDMENT FOR THE 19/20 FISCAL YEAR.

WHEREAS, the Mayor and Council appropriate \$3,500 for the Court Department’s traffic school materials line item; and

WHEREAS, the Mayor and Council appropriate \$16,000 for the General Government and Administration consultant services line item for the salary study project; and

WHEREAS, the Mayor and Council appropriate \$180,355 for the engineering fees and construction for the traffic signal design which will be reimbursed by A.O. Smith per the berm agreement; and

WHEREAS, the Mayor and Council appropriate an additional \$9,750 for the pedestrian crossing equipment cost for the traffic signal design project.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Town of Ashland City, Tennessee that this ordinance shall become effective 20 days after final passage the public welfare requiring.

SECTION 1. A budget amendment consisting of the available funds and appropriations be adopted for the General Fund:

<i>General Fund</i>	<i>Beginning Budget</i>	<i>Ending Budget</i>
Court Department	\$273,050.00	\$276,550.00
Recorder Office and General Government	\$1,369,250.00	\$1,575,355.00

1st reading February 11, 2020
Public Hearing March 10, 2020
2nd reading March 10, 2020

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

ORDINANCE #

**AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE,
REPLACING MUNICIPAL CODE, TITLE 15 AND ADOPTING BY
REFERENCE STATE TRAFFIC OFFENSES AND RULES OF THE ROAD.**

WHEREAS, the City Council desires to adopt by reference state traffic offenses, registration requirements and rules of the road; and

WHEREAS, the Tennessee General Assembly allows municipalities to the adoption of state laws by reference;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Ashland City, Tennessee that Section 15 of the Municipal Code is hereby repealed in its entirety and replaced as follows:

15-101. Adoption of state traffic statutes. By the authority granted under Tennessee Code Annotated § 16-18-302, the Town of Ashland City adopts by reference as if fully set forth in this section, the “Rules of the Road,” as codified in Tennessee Code Annotated §§ 55-8-101 through 55-8-199 and §§ 55-8-201 through 55-8-207. Additionally, the Town of Ashland City adopts Tennessee Code Annotated §§ 55-4-101 through 55-4-128, §§ 55-4-130 through 55-4-133, §§ 55-4-135 through 55-4-136, §§ 55-8-301 through 55-8-307, §§ 55-9-401 through 55-9-408, §§ 55-9-601 through 55-9-606, §55-12-101 et al (Tennessee Financial Responsibility Law of 1977), and § 55-50-351, by reference as if fully set forth in this section.

This ordinance shall take effect 20 days after the final reading, the public welfare requiring it.

First Reading: February 11, 2020

Public Hearing: March 10, 2020

Second and Final Reading: March 10, 2020

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

Approved as to form: _____
City Attorney Jennifer Noe

ORDINANCE #

**AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO
AMEND TITLE 18, CHAPTER 1, SECTION 18-107**

WHEREAS, the Mayor and Council have contracted with an insurance provider for coverage of water loss due to leaks; and

WHEREAS, this coverage adopts the towns previously approved policies for adjustments; and

WHEREAS, the Mayor and Council of Ashland City, Tennessee has given due consideration to change the Code of Ordinances of the Ashland City and wish to update Title 18 Chapter 1, Section 18-107.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 18, Chapter 1, Section 18-107 be amended to read in its entirety as follows:

18-107. Water and sewer scheduled rates and charges.

(1) The charges and/or rates for water and sewer and/or water and sewer services provided and furnished by the Town of Ashland City, Tennessee, to its inhabitants, and to all users of such water and sewer services, for each and every calendar month of the year, are hereby adopted, fixed, and established as set forth in the following schedule, to-wit:

	WATER RATES		SEWER RATES
	<i>Inside City Limits</i>	<i>Outside City Limits</i>	<i>ALL</i>
Base Charge (minimum fee)	\$10.89	\$20.44	\$10.89
ALL RATES ARE PER 1,000 GALLONS			
First gallon used to last gallon	\$7.17	\$8.18	\$7.17

The water and sewer rates may be adjusted each budgeting cycle to meet the operational requirements including expenses and debt service obligations.

Flat Rate Sewer- Monthly	\$8.00
Non-refundable Application Fee-owner	\$50.00
Non-refundable Application Fee-renter	\$100.00
Residential STEP fee- monthly	\$9.50
Commercial STEP fee- monthly	10% of combined water and sewer total
Returned check	Amount allowable by State Law
Reconnection Fee- inside city limits	\$50.00
Reconnection Fee- outside city limits	\$75.00
After Hours Reconnection Fee- inside city limits	\$75.00
After Hours Reconnection Fee- outside city limits	\$100.00

Industrial rates outside of the industrial park sewer system may be charged at the rate listed above but be charged on the number of gallons of sewer versus number of gallons of water if the industrial user installs a dedicated line to the plant with an appropriate manhole for testing of the sewer and approval of the line by the Town of Ashland City.

(2) Billing and payment.

- (a) Utility bills for residences will be rendered monthly. Commercial and industrial customers may be billed monthly or more frequently, at the discretion of the **City Council**. **The accounting department shall notify each customer of amount due for water and/or sewer services provided.**
- (b) Utility bills shall include a “net” amount and a “gross” amount. The gross amount is due as specified on the bill and is the net plus ten (10) percent.
- (c) Should the net date for payment of a bill fall on a weekend or a holiday, the bill may be paid on the following business day at the net amount.
- (d) When a customer does not pay current bill by the cutoff date, service shall be discontinued in accordance to the utility’s discontinuance of service policy.
- (e) Utility bills are recognized, as a routine bill owed by the customer. The customer’s failure to receive a bill does not change in any way the customer’s obligation to pay the amount due in a timely manner.
- (f) The following bill payment method/locations are acceptable:
 - (i) Mail - payment will be posted according to the postmark on the payment.
 - (ii) Drop-off box - payment posted on business day that box is opened.
 - (iii) Town hall and other designated areas as approved by the governing body.
 - (iv) Automatic ach withdrawal.
 - (v) Credit card.
- (g) The following residential dwellings shall have a separate meter for each living unit:
 - (i) Single family dwellings and duplexes if being served by more than one (1) electric meter base after the effective date of the ordinance comprising this chapter. However, duplexes may elect to have one (1) commercial tap upon giving reasonable notice the city.
 - (ii) Triplexes and multiplexes (three or more meters) if individually owned
 - (iii) Condominiums after the effective date of the ordinance comprising this chapter. However, condominiums may elect to have one (1) commercial tap if the bill will be paid by one (1) individual such as a homeowner’s association upon giving reasonable notice to the city
 - (iv) Mobile homes and mobile home parks after the effective date of the ordinance comprising this chapter.
 - (v) Apartment buildings that were receiving utility service prior to the implementation of the ordinance comprising this chapter.
- (h) The following residential dwellings shall have one (1) commercial tap for all living units:
 - (i) Apartment buildings consisting of four (4) or more units; (i) All customers in section (g) and (h) above who are allowed to receive service to multiple users though a single meter shall be charged commercial rates if those differ from residential rates. In addition, the following method of bill computation shall apply: The bill shall be calculated by the number of units multiplied by the base charge for water and sewer plus the fee for gallons of water and sewer used. The total bill shall be the responsibility of the customer who contracted for the metered service. Example: 12-unit residential complex 12 units multiplied by the base charge plus water usage (j) Each customer must give a one (1) day notice to the utility of service termination. (k) Procedure for customer notification of discontinuance of service: (i) In person: customer must present acceptable identification, or
 - (ii) Mail or fax: customer must include address, account number, and one other form of positive account identification

(3) Adjustments of billing. Customers have the option of participating or opting out of the insurance program which covers water loss due to leaks. If the customer opts out of the insurance coverage the water loss will be at the customer's expense. Customers that choose to participate in the insurance program will be required to file claims for adjustments through the insurance provider under the Town's previously adopted policy restrictions as follows:

- (a) It is the customer's responsibility to keep his plumbing system in good working order.
- (b) The "utility" will first determine that the meter was properly read. If an investigation of the meter and meter records establishes that the meter was misread or that there was a failure of utility equipment, a new bill will be issued using an estimated reading based on an average of the past 12 months' billings for this period. There will be no penalty assessed in the event the adjustment procedure delays payment past the penalty date.
- (c) If an investigation of the meter and meter record establishes that the meter was properly read and that there was no failure of utility equipment, the bill will remain valid and payable.
- (d) Adjustments for water.
 - (i) Will be considered only if the leak caused the bill to be five (5) times an average bill. A signed affidavit showing proof of repair will be required before an adjustment can be issued. The calculation for a bill five times greater is as follows:
 - (A) Determine the average usage of past 12 months then subtract average from usage billed;
 - (B) Take one-half of usage difference;
 - (C) Add average usage and one-half of difference, and
 - (D) The total usage will be the new amount billed. Only one (1) adjustment for water will be allowed in one calendar year.
Example: 12 Month Average = 5,500 gallons Bill with leak = 35,500 gallons (This is 5 times greater than average)
Difference = 30,000 gallons One-half of difference = 15,000 gallons
Average + difference = 20,500 gallons (Adjusted bill amount)
 - (ii) Adjustments for sewer will be considered when a leak occurs in the water system of the customer and the leak does not enter the sewer system. The sewer bill will be adjusted to an average annual bill. An example of this would be a pipe leak in the ground on the customer's property. Water leaks that enter into the sewer system, such as a faucet leak, will be adjusted on the same basis as a water leak. Sewer adjustment is limited to two (2) consecutive billing periods per leak.
 - (iii) Adjustments for swimming pools will be for sewer only and one (1) per calendar year. The adjustment will be based on the capacity of water in gallons held by the pool.
- (e) Adjustments on water and sewer bills will not be made on the following:
 - (i) Routine dripping faucets, leaking commodes, or any type of faulty customer plumbing;
 - (ii) Premises left or abandoned without reasonable care for the plumbing system;
 - (iii) Watering of lawns or gardens.
- (f) The "utility" shall not be obligated to make adjustments of any bills not disputed within thirty (30) days from the billing date.
- (g) All requests for billing adjustments must be received by phone, in writing or in person at the business office of the "utility" during regular business hours or official meetings of the "utility."
- (h) The mayor or his designee shall file a written report of the customer billing adjustment and the action of the staff regarding the adjustments.
- (i) The governing body has the discretion to grant adjustment associated with natural disasters.
- (j) The governing body authorizes the department head and/or administrator the discretion to grant a payment plan for a person with extenuating circumstances.

(4) Service connections.

- (a) The service connection to single family residences shall be limited to serving one residence only. No other dwelling, whether located on the same parcel or on an adjoining parcel, shall be served

through the same service connection. Customers may have lines extended to barns and other uninhabited buildings as part of his service, provided that the installation meets the utility's specifications.

- (b) A residential tapping privilege shall not entitle a customer to connect a commercial or industrial business such as a beauty parlor or repair shop to the utility's lines without notifying the utility and paying the additional amount required for a commercial or industrial tap.
- (c) Authorized employees, representatives and contractors of the utility shall have access to all properties served by the utility at reasonable times for the purpose of reading meters, maintaining and inspecting lines and connections to the utility (or believed to be connected to the utility), observation, measurement, sampling and testing as provided by the policies of the utility and by state and federal law.
- (d) The failure of a customer to comply with the provisions of this and other ordinances and policies of the utility shall constitute a breach of contract by the customer. Any customer found to be violating any provision of this ordinance shall be served by the utility with written notice stating the nature of the violation and providing a time limit for the satisfactory correction thereof. The offending customer shall, within the period of time stated in such notice, permanently cease all violations.
- (e) Any customer who shall continue any violation beyond the time limit stated in the notice shall be disconnected from the system at the convenience of the utility.
- (f) If more than one customer is served from a single residential meter installation, the reliability and lifespan of the equipment is impaired. Failure to give notice of additions or changes in load to utility equipment shall render the customer liable for any damage to utility lines or other equipment caused by the addition or modified installation.
- (g) The following residential dwellings shall have a separate meter for each living unit:
 - (i) Single family dwellings and duplexes if being served by more than one electric meter base after the effective date of this ordinance
 - (ii) Triplexes and multiplexes (three or more meters) after the effective date of this ordinance;
 - (iv) Condominiums after the effective date of this ordinance;
 - (v) Mobile homes after the effective date of this ordinance;
 - (vi) Mobile home parks applying for service after the effective date of this ordinance,
 - (vii) Apartment buildings applying for new service after the effective date of this ordinance, except by written agreement with the utility.
- (h) The following residential dwellings shall be allowed to maintain multiple living units on one commercial tap:
 - (i) Mobile home parks consisting of five (5) or more units that were receiving utility service prior to the implementation of this ordinance
 - (ii) Apartment buildings consisting of five (5) or more units that were receiving utility service prior to the implementation of this ordinance.
 - (iii) Hotels, motels and campgrounds consisting of five (5) or more units, regardless of when service was initiated.
 - (iv) All customers in section (g) above who are allowed to receive service to multiple users through a single meter shall be charged commercial rates if those differ from residential rates. In addition, the following method of bill computation shall apply: The bill shall be calculated by the number of units, less one, multiplied by the minimum charge plus the original billed amount. The total bill shall be the responsibility of the customer who contracted for the metered service. Example: 12 Unit Residential Complex 12 units multiplied by minimum billing plus usage.

(5) Bad check. When financial institutions return a check or ach withdrawal to the city for insufficient funds or account closed the city will levy a service charge for the amount of check or withdrawal and will require the check to be picked up or the ach withdrawal to be paid by a specified date. Bad

check/ach withdrawal service charge is established Change 11, April 12, 2016 18-11 under this subsection and the customer may be required to pay the amount by money order, cashier's check or cash, at the discretion of the utility personnel.

(6) Charges for new service.

- (a) Any customer or potential customer desiring utility service from this utility shall fill out a customer application form. The fee associated with the application is not a security deposit and is not refundable unless the utility cannot, within a reasonable period of time, provide service.
- (b) No application fee shall be assessed to a property owner who resumes responsibility for service formerly in the name of a tenant.
- (c) A tap fee is a charge made when utility service is initially run from the main line to the customer's property line. The ownership of the tap is conveyed along with the property.
- (d) A residential or commercial/industrial tap shall entitle a customer to utility service to one and only one dwelling or business. If a second residential dwelling or business is to receive service on the same or neighboring tract, a second tap must be obtained, unless otherwise determined by the governing body.
- (e) If any customer fails to disconnect any additional dwellings during the allotted time period, the customer's service shall be disconnected for violation of the rules and regulations of this utility at the convenience of the utility.
- (f) The owner of a property may be allowed to call in to have temporary service restored to his rental property without having to come in to the office in person, as long as all accounts are current.

(7) Temporary or seasonal charges.

- (a) Customers requiring temporary service shall pay all costs of connecting and disconnecting service, in addition to the regular charge for water used, provided such temporary service can be feasibly provided at the discretion of the utility. No application fee shall be assessed to a property owner who resumes responsibility for service formerly in the name of a tenant.
- (b) The customer shall pay all costs for the discontinuance and reinstatement of service for any other purposes for the customer's exclusive benefit.
- (c) If a customer wishes service to be temporarily turned off, he must contact the utility in person or in writing. Depending on the duration of the cut-off, the utility will valve off or remove the meter, at its discretion.
- (d) As long as the account is active, a minimum bill will be assessed at each billing period. All taps made after the acceptance of this ordinance will be considered an active account so a minimum bill will be assessed. (The minimum bill reflects each customer's share of the overhead to operate the system). By keeping the account active, the customer can demand service at any time and therefore must share in the costs.

BE IT FURTHER ORDAINED, this Ordinance shall be effective twenty (20) days after the final passage, to the public welfare requiring it.

1st reading February 11, 2020

Public hearing March 10, 2020

2nd reading March 10, 2020

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

ORDINANCE #

AN ORDINANCE BY THE TOWN OF ASHLAND CITY TO ESTABLISH TITLE 2 CHAPTER 2 OF THE MUNICIPAL CODE

WHEREAS, Resolution 2016-02 previously established a Parks and Recreation Advisory Board with the purpose of advisement and recommendation to City Council on all matters to the establishment, maintenance, and operation; and

WHEREAS, the Mayor and Council wish to add the Parks and Recreation Advisory Board to the Town of Ashland City Code of Ordinances.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Ashland City, Tennessee that a Parks and Recreation Advisory Board shall be established under Title 2 Chapter 2 titled Parks and Recreation Board of the Municipal Code be added as follows:

2-201. Purpose. The Ashland City Parks and Recreation Board, herein this chapter referred to as the Board, shall be composed of five (5) members. The duties of the Board shall be to advise and recommend to the Parks Department and City Council on all matters to the establishment, maintenance, and operation of the city parks and recreation programs for the Town of Ashland City and its inhabitants and to carry out other duties as may be assigned by the City Council.

2.202. Terms of Office. The terms of the office for the Board shall commence on May 1st and shall be two (2) years in length. The members of the board shall be appointed by the Mayor on a staggered basis with three (3) expiring in uneven years and two (2) expiring in even years. The Board will be established in May 2020 and the first Board will have two (2) member's terms that will expire in 2022 and three (3) member's terms that will expire in May 2023. The Board shall appoint one (1) member to serve as Chairperson and one (1) member to serve as Vice-chairperson on an annual basis, as selected by the Board at the July meeting. Members appointed to fill vacancies on the Board shall be for the remainder of the term of his/her predecessor.

2.203. Termination. Any board member appointed by the Mayor shall forfeit that membership if absent for more than three (3) meetings in a twelve-month period that are considered unexcused or twenty-five percent (25%) of the meetings, whichever is greater, in one appointment year. If a member goes beyond this absenteeism limit, the Mayor shall be advised by the Board to declare the position vacant and appoint a new member to fill the vacancy. Unexcused absences include failure to notify Chairperson or Vice-Chairperson of a valid reason or good cause, as determined by the Board, for absence prior to a scheduled meeting. The Chairperson will monitor attendance and will discuss absenteeism during the regularly scheduled meeting if any issues shall arise prior to notifying the Mayor of a vacancy on the board.

2.204. Organization and Amendments. The Board is authorized to establish its own rules and regulations by a majority vote, subject to ratification by Resolution of the City Council. These by-laws may be amended by a majority vote of the Board members present and shall be present these amendments to City Council for ratification by Amendment to this Code of Ordinances.

2.205. Limitations. The Board shall not be authorized to incur on behalf of the Town of Ashland City any expense incident to the operation of said Parks and Recreation programs, unless expressly authorized to do so by the City Council, or through appropriation of the Parks and Recreation budget at under the direction of the Parks Director. The Board shall not knowingly conduct business that has been assigned by ordinance to any governing or advisory board of the Town of Ashland City.

2.206. Meetings. Meetings shall be held once a month and shall be reported to the City Recorder and advertised on the town website and any other media outlets the town chooses to utilize. The regularly scheduled meeting time and date shall be determined and voted on by the Board. Special called meetings may be called at any time within forty-eight (48) hours notice and may be called by the Chairperson of the Board or by three (3) members of the Board.

2.207. Place of Meeting. The place of the meeting shall be the location designated in the advertisement as approved by the Board.

2.208. Quorum. Three (3) members or more shall at all times constitute a quorum.

2.209. Rules of Order. General parliamentary rules, as given in Robert's Rules of Order, shall be observed in conducting meetings of the Board.

2.210. Order of Business. The following shall be the Order of Business of the Board, but the rules of order may be suspended and any matters considered or postponed by action of the Board:

- a. Call to Order
- b. Roll call
- c. Attendance
- d. Approval of Agenda
- e. Approval of Minutes
- f. Public Forum
- g. Reports
- h. Old Business
- i. New Business
- j. Other
- k. Adjournment

2.211. Appointment of Officers. The Board shall appoint one (1) member of the Board to serve as Chairperson and one (1) member of the Board to serve as Vice Chairperson on an annual basis, as selected by the Board at the May meeting.

2.212. Duties of the Chairperson. The Chairperson shall preside at the meetings of the Board, shall perform all other duties ordinarily performed by a Chairperson, shall have a vote on all matters, but shall not have veto power. The Chairperson will track attendance of the Board and will report issues of absenteeism to the Mayor. The Chairperson shall prepare and present an annual report to the City Council stating significant accomplishments from the preceding twelve (12) months.

2.213. Duties of the Vice Chairperson. The Vice-Chairperson in the absence of the Chairperson shall perform all the duties of the Chairperson of the Board. In the absence of both the Chairperson and Vice-Chairperson the Board shall elect a Chairperson Pro Tempore who shall perform the duties of the Chairperson.

2.214. Duties of the Parks and Recreation Director. The Director shall act as an advisor to the Board, but shall not be a member. The Director, or their designee, shall attend all regularly scheduled meetings, report attendance of the Board to the Town's payroll department, and participate in discussions, but shall not be entitled to vote.

2.215. Duties of the Secretary. An appointed town employee shall to act as Secretary for the Board, but shall not be a member. The Secretary will prepare agendas, notify Board members of all special called meetings at least forty-eight (48) hours prior to the meeting, transcribe minutes from the regular and special meetings in which a quorum of the Board is present, maintain and post the minutes and records of the Board to the Town website and remain in compliance with all state and local law, and shall post, prepare, and/or report to the appropriate town employee(s) the appropriate notices.

2.216. Compensation. The appointed members of the Board shall be compensated sixty-two dollars and fifty cents (\$62.50) per meeting in which they attend. Attendance shall be reported to the Town's payroll department within two (2) days following the conclusion of the meeting.

BE IT FURTHER ORDAINED, this ordinance shall become effective 20 days after its final passage.

First Reading: February 11, 2020

Public Hearing: March 10, 2020

Second and Final Reading: March 10, 2020

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

State of Tennessee
Cheatham County

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING A PERSONNEL POLICIES AND
PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE
TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has adopted an ordinance establishing a personnel system designed to provide a means to select, develop and maintain an effective municipal work force; and

WHEREAS, the personnel system ordinance authorizes the Mayor to develop personnel rules and regulations in the form of an Employee Manual; and

WHEREAS, the personnel system ordinance requires that the Employee Manual shall be updated with the attached changes.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 10th day of March, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

Town of Ashland City **Personnel Manual**



Updated 2020

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TOWN OF ASHLAND CITY, TENNESSEE

PERSONNEL POLICIES AND PROCEDURES MANUAL

SECTION I – PERSONNEL POLICIES

These personnel policies and procedures are for information only. This manual is not an employment contract. Employment with the City is at-will. No employee or representative of the City can change any employee's at-will status. This document is a statement of current policies, practices, and procedures. Each department may have more specific department policies. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the city charter, this document, and/or the ordinances of the local government. These personnel policies, rules, and regulations shall be reviewed periodically. The Town of Ashland City reserves the right to change any or all such policies, practices, and procedures in whole or in part at any time, in accordance with the procedures included herein. The policies and procedures in this manual will remain in effect until changes are considered necessary. Any changes once adopted by Mayor and City Council supersede the previous copy. This manual has been approved by the Mayor and City Council. No member of supervision is authorized to change orally or in writing any of the policies and practices described in this manual without the express approval of the Mayor and City Council.

PURPOSE AND OBJECTIVES

The main purpose of these policies and procedures is to establish a high degree of understanding, cooperation, efficiency, and unity among municipal government employees fostered by a systematic application of good procedures in personnel administration. Another purpose is to provide uniform policies for all employees with all the benefits such a program ensures, without regard to race, gender, age, national origin, creed, ancestry, military status, gender identity and disability.

The fundamental objectives of these personnel administration policies and procedures are to:

1. Promote and increase efficiency and economy among employees of the Town of Ashland City;
2. Provide fair and equal opportunity to all qualified citizens on the basis of demonstrated merit and fitness as ascertained through fair and practical methods of selection;
3. Develop a program of recruitment and advancement that will make employment with the city attractive as a career and encourage each employee to render the best service;
4. Establish and promote high morale among the employees by providing good working relationships, a uniform personnel policy, opportunity for advancement, and consideration for employee needs and desires.

PERSONNEL POLICY STATEMENT

It is the policy of the Town of Ashland City to apply and foster a sound program of personnel management. The policies of the municipal government are established for:

1. **Employment and Placement**
 - a. Fill all positions without undue delay in accordance with job qualifications and requirements without discrimination as to race, gender, age, national origin, creed, ancestry, military status, gender identity and disability.
 - b. Establish programs for the promotion, transfer, demotion, dismissal, and reassignment of personnel.
2. **Position Classification and Pay Administration**
 - a. Establish and maintain job descriptions for every position with the descriptions maintained on file with the Human Resources Director and Department Head;
 - b. Review position descriptions periodically and systematically with the employee to ensure currency and accuracy;
 - c. Establish appropriate position standards and to group positions in classes with similar standards; and
 - d. Conduct area wage and salary surveys periodically to provide competitive wage and salary scales.
3. **Employee Relations and Services**
 - a. Develop a system of job performance standards and evaluation and inform each employee periodically and systematically of the status of his/her job performance;
 - b. Establish rules and standards governing employee conduct both on and off the job;
 - c. Administer a uniform leave program;
 - d. Provide and maintain a safe and healthful work environment.
4. **Employee Development and Training**
 - a. Establish training standards and requirements for all positions; and
 - b. Motivate and stimulate employees to achieve their highest potential usefulness.
5. **Records**
 - a. Establish and maintain comprehensive uniform personnel records.

COVERAGE

These rules and regulations shall cover all employees in the city service unless specifically exempt by this document, the city charter, and/or the ordinances of the municipality without regard to race, gender, age, national origin, creed, ancestry, military status, gender identity and disability. All municipal government offices and positions are divided into the classified service and the executive service. The classified service shall include all regular full-time and regular part-time positions in the city's service unless specifically placed in the executive service. All offices and positions of the municipal government placed in the executive service and not subject to these policies are:

1. All elected officials;
2. Members of appointed boards and commissions;
3. Consultants, advisers, and legal counsel rendering temporary professional services;
4. The city attorney;
5. Independent contractors;

6. People employed by the municipality for not more than six (6) months during a fiscal year;
7. Part-time employees paid by the hour or the day who are not considered regular part-time;
8. Volunteer personnel appointed without compensation or who only receive incentive pay and/or compensation for special events;
9. The city judge;
10. Part-time District Attorney;
11. Probation services for Municipal Court;
12. Reserve officers.

All employment positions of the municipal government not expressly exempted from coverage by this section shall be subject to the provisions of the city charter.

ADMINISTRATION

These rules shall be administered by the Mayor in conformity with the ordinance establishing a personnel system. Amendments to the rules and regulations shall be made in accordance with the procedure herein.

SECION II – EMPLOYMENT

APPLICATIONS

The Town of Ashland City shall make every effort to attract qualified applicants for various types of positions. When a vacancy occurs or a position is made available, the department head is to notify the City Recorder by email of the department vacancy. Salary and or other considerations need to be discussed prior before posting vacancies.

Applications are only accepted when vacancies exist and will only be considered for specific positions applied. The Mayor may also provide notice of vacancies in alternate media, including taped messages, radio announcements, or other methods to ensure effective communication to someone with disabilities.

Open positions may be advertised internally and externally concurrently. In no situation will an open position be advertised externally prior to being advertised internally. Open positions will be sent out via email to all town employees and will also be posted in breakrooms of city buildings. Employees will have one (1) week prior the position being advertised externally to submit applications. External advertisements may include publication in the officially designated newspaper, social media, the town website, and/or other websites based on the position in order to attract qualified applicants.

All employment applications are received at Workforce Essentials in Ashland City. Applications are given a beginning and end date for receiving and given thorough consideration by the Mayor and/or Department Head. The Mayor will make reasonable accommodations in the application process to applicants with disabilities making a request for such accommodations.

An applicant may be removed from consideration if he/she:

1. Declines an appointment when offered;
2. Cannot be located by the postal authorities – it shall be deemed impossible to so locate an applicant when a communication mailed at the last known address is returned unclaimed;
3. Moves out of the area;
4. Is currently using narcotics, or his/her excessive use of intoxicating liquors will pose a direct threat to the health and safety of others;
5. Is found to have been convicted of a felony or a misdemeanor involving moral turpitude as the term is defined by law;
6. Has made a false statement of material fact on the application;
7. Does not file the application within the period specified in the application/examination announcement or does not use the prescribed form or uses a different format than allowed as a reasonable accommodation; and/or
8. Does not possess the minimum qualifications.

Once all applications have been reviewed, an applicant will be notified by either email, telephone, or mail to set an interview time or notified that their application is not being considered.

RECRUITMENT BY EXAMINATION

All appointments in the municipal government service shall be made according to merit and fitness and may be subject to competitive examination. All such examinations shall fairly and impartially test those matters relevant to the capacity and fitness of the applicant to efficiently discharge the essential functions of the position to be filled.

A. TYPES OF EXAMINATIONS

The examinations held to establish eligibility and fitness for any class may consist of one or more of the following parts as determined by the Mayor. The Mayor will make reasonable accommodations in the examination process to disabled applicants requesting such accommodations.

1. **Written Test** – This part, when required, shall include a written demonstration designed to show the applicant's familiarity with the knowledge involved in the class of positions to which he/she is seeking appointment.
2. **Oral Test** – This part, when required, shall include a personal interview where the ability to deal with others, to meet the public, and/or other personal qualifications are to be evaluated. An oral interview may also be used in examinations where a written test is unnecessary or impractical or as a reasonable accommodation to someone unable to take a written test due to a disability.
3. **Performance Test** – This test, when required, shall involve performance tests as would aid in determining the ability and manual skills of applicants to perform the work involved. The performance test may be given a weight in the examination process or may be used to exclude from further consideration applicants who:

- a. Cannot perform the essential functions of a specific position due to a disability that cannot reasonably be accommodated;
 - b. Pose a direct threat to themselves or others;
 - c. Are unable to perform the essential functions of a specific position due to a temporary condition or disability not protected by the ADA.
4. **Physical Agility Test** – When required, this consists of job-related tests of bodily conditioning, muscular strength, agility, and physical fitness of job applicants for a specific position. This test may be given a weight in the examination process or may be used to exclude from further consideration applicants who do not meet the minimum required standards.
 5. **Mental Test** – When required, this shall include any test to determine mental alertness, general capacity of the applicant to adjust his/her thinking to new problems, or to ascertain special character traits and attitudes.
 6. **Pre-employment Drug Test** – When required under these rules and regulations applicants receiving a conditional offer of employment for certain positions will be required to undergo a drug test. A confirmed positive result on the drug test will result in an applicant being denied employment.

NOTIFICATION AND INSPECTION OF EXAMINATION RESULTS

Each person who takes an examination shall be notified of his/her passing or failing. Each person in an examination may inspect his/her rating and the examination papers within 14 days of notification of the results. These inspections shall be permitted only during regular business hours and at the office of the City Clerk/Recorder.

MEDICAL EXAMINATIONS AND GENERAL PHYSICALS

1. **Pre-employment** – Following a conditional offer of employment, every prospective employee, when required, may be examined by a licensed medical physician designated by the municipal government. This exam will determine whether prospective employees can perform the essential functions of the position offered. The cost of this medical examination shall be borne by the city. Prospective employees who are unable to successfully perform the essential functions tested for in the medical examination shall have their offer of employment by the city withdrawn only if they:
 - a. Cannot perform the essential functions due to a disability that cannot reasonably be accommodated;
 - b. Pose a direct threat to themselves and/or others; or
 - c. Are unable to perform the essential functions due to a temporary condition or disability not protected by the ADA.
2. **Post-employment** – All employees of the city may, during their employment, be required by their department head, with the approval of the Mayor, to undergo periodic examinations to determine their physical and mental fitness to continue to perform the work of their positions. This periodic examination shall be at no expense to the employee. Determination of physical or mental fitness will be made by a physician designated by the city.

When a city employee is reported by the examining physician to be physically or mentally unfit to perform work in the position for which he/she is employed, the

employee may, within five (5) days from the date of his/her notification of such determination, indicate in writing to the Mayor, his/her intention to submit the question of his/her physical or mental unfitness to a physician of his/her own choice.

In the event there is a difference of opinion between the examining physician and the physician chosen by the employee, a physician shall be mutually agreed upon and designated by both physicians. The third physician's decision shall be final and binding as to the physical or mental fitness of the employee. The municipal government shall pay its physician, the employee shall pay his/her physician, and the third physician shall be paid by the city.

Employees determined to be physically or mentally unfit to continue in their positions may be demoted according to these rules, or they may be separated from the municipal government service only after it has been determined that they:

- a. Cannot perform the essential functions due to a disability that cannot reasonably be accommodated;
- b. Pose a direct threat to themselves and/or others;
- c. Are unable to perform the essential functions due to a temporary condition or disability not protected by the ADA.

Additional Exams

Other exams may be required for specific jobs. An example is a psychological exam for police officers.

EQUAL EMPLOYMENT OPPORTUNITY

The Town does not discriminate in its employment practices and complies with applicable State and Federal Laws regarding equal employment opportunities. The Town will continually strive to hire, train and promote individuals based on their qualifications without regard to race, gender, age, national origin, creed, ancestry, military status, gender identity and disability.

MINIMUM AGE

The FLSA requires that employees of state and local governments be at least sixteen (16) years old for most non-farm jobs and at least eighteen (18) years old for non-farm jobs declared hazardous by the Secretary of Labor. Minors fourteen (14) and fifteen (15) years old may work outside school hours under certain conditions.

TYPES OF EMPLOYEES

1. **Regular Full-time Employee** – A regular full-time employee is an employee who works a minimum of thirty-five (35) hours per week, has completed a 90-day probationary period, is subject to all conditions of employment, and receives all benefits offered by the city unless specifically excluded by the city charter, code, or ordinance.
2. **Regular Part-time Employee** – A regular part-time employee is an employee who works an average of fewer than thirty-five (35) hours during the work week, but at least twenty (20) hours per week. Regular part-time employees are eligible for some city benefits on a prorated basis according to the actual hours worked (except health and/or life insurance benefits).

3. **Volunteer Firefighter** – Volunteer firefighters are appointed by the Fire Chief when necessary. Volunteer firefighters are compensated per fire-call with no other benefits except Worker’s Compensation coverage under the Volunteer Firefighters’ Insurance Coverage Policy.
4. **Temporary Part-time Employee** – A temporary part-time employee is an employee who works less than thirty-five (35) hours during the work week. The position may be one year or longer but works fewer than an average of twenty (20) hours during the week and/or no more than one thousand hours in a calendar year. Temporary part-time employees are not eligible for city benefits.
5. **Reserve/Auxiliary Police Officer** – Reserve officers are appointed by the Police Chief. Reserve officers will not have any benefits except Worker’s Compensation coverage while acting in the capacity of a Reserve officer.

NEW HIRES, PROMOTIONS, DEMOTIONS, AND TRANSFERS

1. **New Hires**– Pursuant to the Town’s charter, the Mayor has the authority to appoint, promote, demote, transfer, suspend, and remove any/all employees of the Town of Ashland City, except for the City Clerk/Recorder and City Attorney, who shall be appointed by the City Council. All vacancies in the municipal government service shall be filled by original appointment, re-employment, promotional appointment, provisional appointment, transfer, or demotion.
2. **Promotions** – A promotion is assigning an employee from one position to another that has a higher maximum pay rate, rank, and responsibility. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of affecting an increase in compensation. A 90-day probationary period is automatic to assess competency for any promotion. Under Section 25 of the city charter, the Mayor, or the appropriate department head, if so designated by the Mayor, has the authority to make promotions.
3. **Transfers** – The Mayor, or appropriate department head if so designated by the Mayor, has the authority to transfer employees among positions within the municipal government. An employee who transfers from one municipal government department to another will retain and carry forward all benefits earned, accrued, or both as of the date of transfer, and are not necessarily given preference in the hiring process. As a general rule, lateral transfers require no increase in compensation.
4. **Demotions** – A demotion is assigning an employee from one position to another that has a lower pay rate, rank, and responsibility. The Mayor, or appropriate department head if so designated by the Mayor, has the authority to demote an employee. When an employee in one classification is demoted to a position in a lower classification and the employee pay rate is higher than the minimum rate for the new position, the employee’s salary shall be reduced to the lower rate.
5. **Evaluations** – Evaluations will be conducted by the department head/immediate supervisor no less than one time per year.
6. **Rehires-** A former employee rehired within six months from the effective date of their previous termination may, upon approval of the Mayor, be given credit for the previous service. After six months, the former employee will be considered a new hire. A re-hire with less than one year of prior service will be considered a new hire.

7. **Employee Type Changes-** When any employee type becomes a regular full-time employee, a period of non-eligibility for health-related employee benefits must be satisfied. Sick time and vacation time will begin accruing on the first day of full-time employment.

CITIZENSHIP AND IMMIGRATION STATUS VERIFICATION

The city will not discriminate on the basis of a person's race, gender, age, national origin, creed, ancestry, military status, gender identity and disability in regard to recruitment, hiring, or discharge. However, the city will not knowingly employ any person who is or becomes an unauthorized immigrant. In compliance with the Immigration Reform and Control Act, all employees hired after November 6, 1986, regardless of national origin, ancestry, or citizenship, must provide suitable documentation to verify identity and employability. The documentation must be provided within three (3) days of employment or the individual will be terminated.

PROBATIONARY PERIOD

The probationary period for all newly hired, promoted and/or laterally transferred employees will be 90 days. During the probationary period, the supervisor will inform the employee when his/her performance is unsatisfactory. A performance evaluation/appraisal will be completed at 90 days after employment. After each evaluation, the department head shall notify the Mayor if the employee's service has been satisfactory and whether he/she will continue to employ the individual. The probationary period does not change the at-will status.

Department heads may request an extension of any employee's probationary period with the prior approval of the Mayor. In no event may a probationary period be extended beyond six (6) months.

An employee may be terminated or demoted during the probationary period for any reason without respect or reference to the procedures set forth in this document, the charter or other ordinances that do not violate the federal or state law. If the employee's work performance during the probationary period is satisfactory, the employee shall be recommended for regular full-time status.

Performance Appraisal/evaluation

The performance of all employees will be appraised and reviewed at least annually by their immediate supervisor. Written appraisals will be discussed with the employees so they will know how they are progressing and what they may do to improve their performance.

FIRST DAY OF EMPLOYMENT

After an applicant has been appointed to fill a job vacancy by the Mayor, the new employee shall be required to complete or provide the following documents and forms before beginning work:

1. W-4 form;
2. Signed acknowledgement form from the employee handbook/personnel manual
3. Immigration Control and Reform Act form (I-9);

4. A copy of educational certification, professional license, or certificate required per the job description;
5. Emergency telephone numbers;
6. A copy of driver's license and social security card;
7. List of dependents as required by Consolidated Omnibus Budget Reconstruction Act (COBRA); and others.

In order for new employees to be successful, it is imperative that they understand the overall environment in which they will be operating. Employees who understand the organizations history, scope of operation, economic goals and future prospects will identify more readily with the entire organization. They should develop a sense of belonging more quickly than other employees who are left to search our needed information on their own.

New employees are required to attend a new employee orientation. At this orientation, employees will be provided with relevant documentation which may include:

1. City organization chart and department functions
2. Map of the city
3. Copy of policy handbook and other city pamphlets
4. Benefit handout
5. Detailed outline of emergency and accident-prevention procedures;
6. Telephone numbers and locations of key personnel and operations; and/or
7. Safety requirements and accident procedures.

OUTSIDE EMPLOYMENT

No full-time employee of the Town of Ashland City shall accept any outside employment without written authorization from the Mayor or appropriate department head. The Mayor or appropriate department head shall not grant such authorization if the work is likely to interfere with the satisfactory performance of the employee's duties, or is incompatible with the employee's municipal employment, or is likely to cause discredit upon or create embarrassment for the Town of Ashland City. Each department head is responsible to report the opportunity for outside work to the Mayor.

Before outside employment begins, employees must present a written request describing the work to be performed.

Employees missing work because of sickness or injury that can be attributed to a second job will not receive pay or other normal benefits for time lost from their municipal government job.

Approval of a second job may be withdrawn for any of the above reasons.

WORKDAY/WORKWEEK

The Mayor shall establish the hours of work per week for each position in the service of the town. All designated workdays and workweeks shall be in accordance with the FLSA.

Some departments allow irregular workweeks. The Department Head has the authority to schedule arrival and departure times and specific workdays for employees depending upon departmental need and approval of the Mayor. The use of flex and compressed work weeks is also subject to the approval of the Mayor.

An employee on an irregular work schedule must revert to a normal work week schedule when using a prolonged period of annual, sick and compensatory leave, when placed on extended leave without pay status, when paid through the sick leave bank, and when a holiday falls within a work week.

ATTENDANCE

Punctual and regular attendance is necessary for the city to operate efficiently. Employees unavoidably late or absent from work due to illness or other causes must notify their supervisor within the time frame established by each department, unless unusual circumstances prevent the employee from making proper notification. Employees must explain the reason for the absence and, if possible, the anticipated time and date they will return to work. Failure to notify one's supervisor of absences may result in disciplinary action. Employees found cheating on their time sheets will be subject to immediate dismissal. Excessive tardiness is regarded as sufficient reason for termination.

BREAKS

Employees working at least an eight (8) hour shift shall have thirty (30) minutes of employer paid break time. Employees working at least an eight (8) hour shift are required to take an unpaid thirty (30) minute lunch break during their work day. Employees can choose to take a thirty (30) minute meal break and two (2) fifteen (15) minute breaks or combine their breaks with their unpaid lunchbreak for a total of one (1) sixty (60) minute meal break. Employees working at least a four (4) hour shift shall have a fifteen (15) minute employer paid break.

NEPOTISM

No member of an employee's immediate family, which is defined as spouse, mother or stepmother, father or stepfather, children, sister, brother, grandparents, grandchildren, current mother-in-law and father-in-law, son-in-law, daughter-in-law, current brother or sister-in-law, step-grandparents, step-grandchildren, aunt, uncle, niece/nephew, 1st cousin will be hired as an employee under the same line of supervision.

No immediate family member (as defined above) of a municipal official will be hired as an employee by the Town of Ashland City.

SECTION III – LEAVE

LEGAL HOLIDAYS

All offices and shops of the Town of Ashland City, Tennessee, except emergency and necessary operations, will be closed and employees excused on the following legal holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

When a holiday falls on Saturday, offices will be closed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday.

To receive compensation for a holiday, employees eligible for holidays must be in a pay status (not on leave without pay or on worker's compensation) on their last regular shift scheduled before a holiday and their first regularly scheduled shift after a holiday.

Employees required to work on one of the above listed holidays shall receive his regular pay for the holiday worked and an additional days pay as holiday pay. Further, if on an on-call status during a holiday week when called out the employee will be paid at the overtime rate of 1 ½ times the employee's regular rate. This includes those employees called in by the dept. head to help the on-call person during a holiday week. Employees are only paid overtime if they have exceeded forty (40) hours in the work week. It shall be the department heads responsibility to report to payroll the names, hours, and dates of employees who work holidays. This shall be reported as soon as possible, but in no case, later than three workdays after the holiday.

Any employee on sick leave before and after a holiday is assumed to be sick on the holiday and will receive holiday pay.

Legal holidays falling within an employee's vacation period are not to be counted as vacation days.

VACATION LEAVE

Annual/vacation leave will be granted to regular full-time and part time employees. An employee will earn annual vacation leave during his/her probationary period after completing 30 days. Annual vacation time will not accrue if an employee is not working for 30 consecutive days. Annual vacation leave will be given in January of every year. For new hires, vacation leave will be prorated from the first day of eligibility to the end of the calendar year. This shall also be applied for employees who have an increase in their leave based upon years of service and this shall be prorated as well. For all employees a

maximum of 100 hours may be carried forward into the next year. Any remaining hours over 100 at the end of the year (December) will be transferred to sick time.

Annual Vacation time will be added to employee’s first paycheck in January (new hires will be prorated thru end of calendar year) according to the following schedule:

<u>Years of Service Employees</u>	<u>Full Time Employees</u>	<u>Regular Part time</u>
0-5 years per paycheck)	2 weeks (3.08 hours per paycheck)	1 week (1.54 hours
6-15 years hours per paycheck)	3 weeks (4.62 hours per paycheck)	1-1/2 weeks (2.31
16+ years per paycheck)	4 weeks (6.15 hours per paycheck)	2 weeks (3.08 hours

Definitions of regular full time and regular part-time employees can be found in Section III, Subsection H of this manual.

Vacations of one week or more consecutive days will be scheduled at least one (1) month in advance for the mutual convenience of the employee and the city government so proper adjustments can be made in the work schedules. No employee may begin his/her annual leave until his/her request has been approved by the Mayor and/or Department Head.

All annual vacation leave must be used prior to the employee receiving long term disability benefits.

An employee who is separated from city employment shall be paid for his/her unused vacation leave. The termination date shall coincide with last day of pay. In no event will an employee who has not completed at least 90 days of satisfactory service receive terminal annual vacation pay.

Legal holidays falling within a vacation period are not to be counted as vacation days. There shall be no pay in lieu of vacation. When an employee is on “leave without pay” for 15 days during any calendar month, no vacation leave will accumulate. Employees may not borrow against future annual vacation or transfer earned leave to another employee.

If the employee has accrued compensatory time, the employee may be required to use compensatory time before using vacation leave or other types of leave.

Vacation leave can be taken in minimum increments of one hour. Vacation can only be used if vacation hours are available.

Vacation does not accrue while on short term or long-term disability, leave without pay status, or FMLA, with the exception of Employees on Workers Compensation, who will continue to accrue vacation during the period of absence.

After twenty (20) working days of full compensation, members of any reserve component of the armed forces of the United States, including members of the Tennessee army and national guard, may use up to five (5) days of sick leave in lieu of annual leave for the purposes of not having to take leave without pay. (T.C.A. 8-33-109)

SICK LEAVE

Each regular full-time employee and regular part-time will accrue sick leave bi-weekly beginning on the first day after 30 days of employment and continuing until their termination. An employee shall not accumulate sick time if the employee does not work 30 consecutive regularly scheduled work days. Sick leave benefits will commence on the first day of such absence and shall continue for as long as sick leave credit remains.

Generally, employees become eligible to use sick leave in the situations outlined below.

1. Employees are incapacitated by sickness or a non-job-related injury.
2. Employees are seeking medical, dental, optical, or other professional diagnosis or treatment.
3. Necessary care and attendance of a member of the employee's immediate family, as defined in the nepotism section of this employee manual, if approved by the Mayor, department head, and/or immediate supervisor so authorized to approve such leave.
4. Employees may jeopardize the health of others because they have been exposed to a contagious disease. This must be certified by a qualified doctor's certificate.

Employees shall notify their immediate supervisor via text message, phone call, or email at the earliest possible time prior to the start of their shift but at least one (1) hour prior to the beginning of their regular work day of their absence due to illness. Every effort shall be made to notify the supervisor at the earliest possible time.

To prevent abuse of sick leave privilege employees are required to obtain and turn in a doctor's note to their immediate supervisor, department head, or mayor for any absence in excess of three (3) workdays.

Leave deducted from an employee's sick leave accumulation shall be for a regular workday and shall not include holidays and scheduled days off. Employees claiming sick leave while on annual leave must support their claim by a doctor's statement. When an employee is on "leave without pay" for fifteen (15) days during any calendar month, no sick leave accumulates. An employee shall not accumulate sick time if the employee does not work 30 consecutive regularly scheduled work days.

After employees have exhausted their accrued sick leave, "leave without pay" may be granted at the discretion of the Mayor. Also, employees may be placed on special "leave without pay", or they may be terminated if unable to perform their job or another job with or without a reasonable accommodation. Should employees later be able to return to work, upon presentation of certification by a doctor, they shall be given preference for employment in a

position for which they are qualified, with a recommendation by the department head and the approval of the Mayor.

Sick leave does not accrue while on short term or long term disability.

Employees may not borrow against future sick leave or transfer earned sick leave to another employee. The only allowable transfer would be for the approval of sick bank hours.

Shared Sick Leave

1. Purpose

City employees accumulate paid time off (sick leave) to be used for absences caused by non-occupational illness or injury. The City realizes that because of serious and prolonged illness, an employee may exhaust all available paid leave and may be placed on leave without pay. Employees forced to go on leave without pay could be without income at a very critical point in their work life. This Shared Sick Leave Policy establishes guidelines as to how fellow employees may voluntarily share some of their sick leave in order to provide assistance to another employee. This policy is not intended to apply to incidental, normal, or short-term conditions.

Unless differently specified in this policy, the use of shared sick leave by employees will comply with all uses, criteria and requirements of the City's Sick Leave Policy.

2. Eligibility to Receive Shared Sick Leave

An employee with twelve (12) months or more of continuous service who has exhausted all paid leave due to a serious illness or injury and has entered a leave-without-pay status for at least forty (40) consecutive regularly scheduled work hours may submit a request to the Human Resources Director for sharing of sick leave. Accompanying the request must be a doctor's statement explaining the nature of the illness or injury and an anticipated return-to-work date, provided this information has not already been received.

Shared sick leave shall not be utilized retroactively except to cover the period between the date the request was submitted to the employee's department head and the date of approval by the City.

3. Eligibility to Share Sick Leave

An employee must maintain a minimum personal sick leave balance of eighty (80) hours after sharing sick leave to be eligible to share. An eligible employee may voluntarily share up to forty (40) sick leave hours in one calendar year.

4. Approval of Request for Shared Sick Leave

Upon receipt of a request for shared sick leave, the Human Resources Director will submit the request to the standing Mayor and Department Head meeting on the following Tuesday. If the request is determined to be valid, the Human Resources Director will send a request to all City employees asking for sick leave sharing. Employees wishing to voluntarily honor the request should contact the Human Resources Director to complete the sick leave sharing process. The City will attempt to protect the confidentiality of the medical condition of the

employee, but the requesting employee's name will be published in the request for shared sick leave.

5. Maximum Allowable Received Shared Sick Leave

Employees may receive up to six hundred forty (640) shared sick leave hours while in employment service to the City.

6. Use of Shared Sick Leave

Shared sick leave shall be used:

- a) In the order in which it is shared in eight (8) hour increments; and
- b) On consecutive regularly scheduled work hours.

NOTE: Any paid leave that an employee accrues while using shared sick leave shall be used before shared sick leave.

7. Unused Shared Sick Leave

When the recipient of shared sick leave returns to work, unused shared sick leave will be restored to the donors in reverse order of donation. Donating employees will be informed by the Human Resources Director of the amount of shared time he/she donated and used by the requesting employee.

8. Conformity with Provisions of the City's Family and Medical Leave Act (FMLA) Policy

Use of shared sick leave hours by an employee will be treated the same as if the employee was using his/her own accumulated paid leave as it relates to FMLA leave. Just as with other types of paid leave, shared sick leave hours will be used concurrently with leave provided under FMLA.

FAMILY AND MEDICAL LEAVE ACT

Purpose

The Town of Ashland City in compliance with Public Law 103-3, titled Family and Medical Leave Act (FMLA) of 1993. The policy also provides the changes to FMLA that come as part of the National Defense Authorization Act of 2008.

Eligibility

The Family and Medical leave policy is applicable to employees who have worked at least 12 months for the City and who have worked at least 1,250 hours during the preceding 12-month period. Such employees are eligible for a maximum of 12-26 weeks leave under the act. Special rules apply for husbands and wives employed by the same employer, for highly compensated employees, and for local educational agencies. People who are *not* covered include elected officials, political appointees, volunteers, independent contractors, and legal advisors.

FMLA Circumstances

Employees may be eligible for Family and Medical Leave for one or more of the following reasons:

1. For the birth and care of the newborn child of the employee;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for an immediate family member (spouse, dependent child, or parent) with a serious health condition;
4. Medical leave when the employee is unable to work because of a serious health condition.
5. To care for an immediate family member (spouse, child or parent) injured while on active military duty if that injury renders the service member unfit for military duty. Eligible employees can take up to 26 weeks of unpaid leave or may substitute vacation or sick leave.
6. To handle a “qualifying exigency” relating from an employee’s spouse, child or parent being called to active duty through the National Guard. Eligible employees can take up to 12 weeks of unpaid leave for a qualifying exigency or may use vacation leave (not sick leave).

Paid / Unpaid Leave

Family Medical Leave may be paid or unpaid. Family Medical Leave runs concurrently with paid time off (i.e. sick, vacation time). If the employee has the time available, he/she must use all balances of paid time prior to an unpaid leave beginning. If the employee does not have the time available or he/she exhausts paid time while out on FML, the remainder of the approved leave will be unpaid. During periods of unpaid leave, an employee may not accrue any additional leave.

The combination of sick leave, vacation leave, floating holidays, and unpaid leave may not exceed the total allowable leave under FMLA.

Guidelines

An eligible employee may take up to 12 weeks (480 hours) of FML in a 12-month period for the birth of a child or the placement of an adopted or foster care child. Leave may also be taken to care for one’s self, a child, spouse, or parent who has a serious health condition. The right to take leave applies equally to male and female employees who are eligible. Eligible employees may take up to 12 weeks of unpaid leave to deal with family issues resulting from a spouse, son, daughter or parent being called to active duty (including being notified of an impending call to active duty).

Eligible family members of military personnel defined as the spouse, son, daughter, parent or next of kin of a covered service member may take a maximum of 26 weeks leave under FML to care for a wounded member of the armed forces. This includes family members of the National Guard or Reserves who are undergoing medical treatment, recuperation, therapy or other medical treatment for a “serious injury or illness”.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment.
2. A period of incapacity of more than three consecutive calendar days that also involves treatment two or more times by a health care provider or treatment which results in a regimen of continuing treatment under the supervision of the health care provider.
3. Any period of incapacity due to pregnancy or for prenatal care.
4. A chronic condition that requires periodic treatments, continues over an extended period of time, and may cause episodic rather than a continuous period of incapacity.
5. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, requiring continuing supervision of a health care provider.
6. Multiple treatments either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatments, such as cancer, severe arthritis or kidney disease.

Serious Injury or Illness for an Injured Service member is defined as a covered service member's injury or illness incurred in the line of duty on active duty in the Armed Forces that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating. This could include medical treatment, recuperation, therapy, outpatient care and other treatments for a serious injury or illness.

During periods of unpaid leave, an employee may not accrue any additional seniority or similar employment benefits during the leave period.

Spouse / Same Employer

If spouses are employed by the same employer and eligible to take leave for the birth or adoption of a child, their aggregate leave under FMLA is limited to 12 weeks. For example, if the father takes four weeks leave to care for a child, the mother would be entitled to eight weeks leave, for a total of 12 weeks. If, however, the spouse experiences her own serious health condition as a result of the pregnancy, both employees are entitled to the full 12 weeks.

Right to Return to Work

On return from FML, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee is entitled to such reinstatement even if the employee has been replaced or his/her position has been restructured to accommodate the employee's absence.

If the employee is unable to perform the essential functions of the position because of a physical or mental condition, including the continuation of a serious health condition, the employee has no right to restoration to another position under the FMLA. The employer, however, may be required by the Americans with Disabilities Act to offer the employee an accommodation.

Notification and Scheduling

An eligible employee must provide the employer at least 30 day's advance notice of the need for leave for birth, adoption, or planned medical treatment when it is foreseeable. This 30-day advance notice is not required in cases of medical emergency or other unforeseen events, such as premature birth or sudden changes in a patient's condition that require altering scheduled medical treatment.

Parents who are awaiting the adoption of a child and are given little notice of the availability of the child may also be exempt from this 30-day notice.

Employees may not retroactively claim that leave was for FMLA. Failure to provide notification will result in the leave not being designated as FMLA.

The employer will, if necessary, provide the FMLA leave notice in alternate formats.

Until FML is approved, the employee must follow the City's call in procedures for sick leave absences. Failure to do so will cause the absences to fall under the sick leave policy.

Certification

The employer reserves the right to verify an employee's request for family/medical leave. If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the employer may require that the request be supported by certification from the health care provider of either the eligible employee or the family member, as appropriate. Failure to submit proper certification may result in a delay of FML approval. If the employer has a reason to question the original certification, the employer may, at the employer's expense, require a second opinion from a different health care provider chosen by the employer. The health care provider may not be employed by the employer on a regular basis. If a resolution of the conflict cannot be obtained by a second opinion, a third opinion may be obtained from another provider and that opinion will be final and binding.

Payment for the second opinion shall be borne by the employer. This certification must contain the date on which the serious health condition began; its probable duration, and appropriate medical facts within the knowledge of the health care provider regarding the condition. The certification must also state the employee's need to care for the family member. Medical certifications will be treated as confidential and privileged information under HIPAA and the State's Open Records laws as appropriate.

An employee may be required to report periodically to the employer the status and the intention of the employee to return to work. Before return is granted, employees who have taken leave under this policy may be required to furnish the employer with a medical certification from the employee's health care provider that the employee is able to resume work.

Failure to provide certification in a timely manner may result in delay or denial of FMLA.

Reduced and Intermittent Leave

FMLA Leave may be taken intermittently or on a reduced schedule when medically necessary as certified by the health care provider. Minimum intermittent leave is one hour. Intermittent or reduced leave schedules for routine care of a new child can be taken only with the employer's approval. The schedule must be mutually agreed upon by the employee and the employer. Employees on intermittent or reduced leave schedules may be temporarily transferred by the employer to an equivalent alternate position that may better accommodate the intermittent or reduced leave schedule.

Intermittent or reduced leave may be spread over a period of time longer than 12 weeks, but it will not exceed the equivalent of 480 hour's total leave in a 12-month period.

Each time intermittent leave is used, the supervisor must be contacted and FMLA leave requested. Otherwise, the absence will fall under the sick leave policy.

Restoration

Employees who are granted leave under the FMLA policy will be reinstated to an equivalent or the same position held prior to the commencement of their leave. Certain highly compensated key employees, who are salaried and among the 10 percent highest paid workers, may be denied restoration.

Restoration may be denied if:

1. the employer shows that such denial is necessary to prevent substantial and grievous economic injury to the employer's operations;
2. the employer notifies the employee that it intends to deny restoration on such basis at the time the employer determines that such injury would occur; and
3. in any case in that the leave has commenced, the employee elects not to return to work within a reasonable period of time after receiving such notice

Employees voluntarily accepting a light duty assignment in lieu of continuing FMLA leave maintain their right to restoration to the original or an equivalent job until the twelve (12) weeks of FMLA leave has passed.

The 12-Month FMLA Period

The 12-month period during which an employee is entitled to 480 hours of Family and Medical Leave Act (FMLA) leave is a rolling twelve-month period and is measured as follows: An employee is entitled to 12-26 weeks of leave during the 12-month period after the leave begins. The next FML period will begin the first time the employee requests FML after the completion of the previous 12-month period.

Denial of FMLA Leave

If an employee fails to give timely, advance notice when the need for FMLA leave is foreseeable, the employer may delay the taking of FMLA leave until 30 days after the date the employee provides notice to the employer of the need for FMLA leave.

If an employee fails to provide, in a timely manner, a requested medical certification to substantiate the need for FMLA leave due to a serious health condition, an employer may delay continuation of FMLA leave until an employee submits the certificate. If the employer never produces the certification, the leave is not designated as FMLA.

If an employee fails to provide a requested fitness-for-duty certification to return to work, an employer may delay restoration until the employee submits the certification.

Employee Benefits While on FMLA

During periods of FMLA, the City will continue to provide health insurance benefits at the employee rate. If premiums are current, the employer will maintain health insurance benefits during periods of unpaid leave without interruption. Any payment for premiums or other payroll deductible insurance policies must be paid by the employee or the benefits may be terminated.

The employer is obligated to reinstate benefits upon an employee's return to work.

The employer has the right to recover from the employee all health insurance premiums paid during the unpaid leave period if the employee fails to return to work after leave. Employees

who fail to return to work because they are unable to perform the functions of their job because of their own serious health condition or because of the continued necessity of caring for a seriously ill family member may be exempt from this recapture provision at the local government's discretion.

FMLA Leave under this policy does not constitute a qualifying event that entitles an employee to Consolidated Omnibus Budget Reconstruction Act (COBRA) benefit; however, the qualifying event triggering COBRA coverage may occur when it becomes clearly known that an employee will not be returning to work. At that point, the employee ceases to be entitled to leave under this policy and may be offered COBRA.

Workers' Compensation While on FMLA

Workers' Compensation injury/illness meets the criteria for a serious health condition; the workers' compensation absence and the FMLA leave entitlement may run concurrently.

TENNESSEE MATERNITY LEAVE ACT

Maternity/paternity leave is granted to male and female employees for a maximum of sixteen (16) weeks, with the first twelve (12) weeks of leave falling under the Family Medical Leave Act (FMLA) and the remaining four (4) weeks as maternity/paternity leave. Eligible employees must be employed full-time for at least twelve (12) months (and 1250 hours) to receive maternity/paternity leave.

The employee must provide at least four to six (4-6) weeks advance notice of his/her anticipated date of departure, except in those cases where medical emergency prevents this notice. The employee should state the length of his/her requested leave and detail the intention to return to fulltime employment after the leave.

Employees will be required to use accrued leave (vacation, sick, comp) during maternity/paternity leave. Accrued leave and maternity/paternity leave are used at the same time—employees do not take accrued leave first and then take maternity/paternity leave. The purpose of this leave is to provide time off for pregnancy, childbirth, nursing, and/or bonding with the infant. If the City finds that the employee pursued other employment opportunities or worked part-time or full-time for another employer during the period of maternity/paternity leave, then the City does not have to reinstate the employee at the end of the leave period.

These four months includes the 12-weeks allowable under FMLA.

<u>Leave Position</u>	<u>Maximum Time Allowed</u>
FMLA	12 weeks
TN Maternity Act	4 weeks
TOTAL	16 weeks

An employee, upon exhausting all earned sick leave, must use earned annual vacation leave, comp time or take leave without pay. Upon exhausting all sick leave and annual/vacation leave, an employee can request time from the sick bank. Sick bank is the accumulated leave of city employees. Upon sick bank board (department heads) approval time can be given to an individual up to 90 days. (See Human Resources Director for sick bank procedures.) Only the governing body, by a majority vote in a regular meeting, may make exceptions to leave policy due to unusual and/or extenuating circumstances.

The Town of Ashland City will follow the guidelines set out by the Family and Medical Leave Act of 1993. If an employee meets the eligibility requirements of FMLA, the employee will be provided the required notices and form letters. City Recorder along with Mayor will make determination of approval.

Upon receiving long term disability, the employee will update medical documentation as to their continued disability.

RETIREMENT- An employee who retires under the city retirement plan shall have all unused sick leave credited as additional time worked when calculating the employee's retirement benefits.

Retiree Health Coverage

A retiree who reaches 59 1/2 with 25 years or more of service, the city shall pay 25% of the cost of the employee coverage for the employer provided health insurance. All dependent coverage will be the retiree's responsibility. At age 65, all employer provided health insurance benefits will cease.

BEREAVEMENT LEAVE

Regular full-time and regular part-time employees shall be allowed three (3) days, twenty-four (24) hours pay for full-time and twelve (12) hours for part time employees, leave with pay for the death of an employee's spouse, parents, child, stepchild, grandchild, grandparents, siblings, stepparents, foster parents, or parents-in-law. An extra day may be allowed when out of state travel is required, as approved by the employee's department head and supervisor or the mayor. Any employee who wishes to take time off for death of family or friends not defined within this section will be allowed to take any accumulated paid time off, as defined as compensatory time, vacation time, or sick leave, for a period not to exceed three (3) days. In the event the employee does not have enough paid time off employees may seek approval from the mayor for temporary "leave without pay."

CIVIL LEAVE

Civil leave with pay may be granted to employees for the following reasons:

1. Serve on jury duty. In the event of release from jury duty during work hours, employees are expected to return to work.
2. Answer a subpoena to testify for the city. Employees may use any available vacation leave for court appearances for non-city purposes.
3. Perform emergency duty for National Defense.

MILITARY RESERVE DUTY LEAVE

Any employee who has successfully completed the probationary period, and who is a member, or may become a member of any reserve component of the armed forces of the United States or of the Tennessee Army and Air National Guard, will be entitled to a leave of absence from their respective duties for periods of military service during which they are engaged in the performance of duty or training in the service of this state, or of the United States, under competent orders. While on such leave, the employee will be granted paid leave up to twenty (20) days in any one (1) calendar year. Qualified employees who seek paid leave under this policy must provide the official order calling for their service or training to their supervisor. It is the responsibility of the employee to make arrangements with their department head for leave to attend monthly meetings on regular off-time, with the expectation that the paid leave granted herein will be applied to the annual training periods required for reservists.

Any employee who has successfully completed their probationary period and who is a member in the armed forces of the United States who is called to active duty will be placed on military leave. Such employee must present their supervisor or department head with advance notice of their active duty orders. The employee's seniority, status and pay will remain unchanged during their time of military leave. Continued health insurance coverage will be offered up to 18 months, with the employee paying premiums due for such policy. An employee wishing to continue health insurance coverage during their military leave shall provide a mailing address where notices of premium payments due may be sent. The returning employee will be re-employed in the position they would have attained had they not been absent for military service, with the same seniority, status and pay.

Any regular employee who is a member of the United States Army Reserve, Air Force Reserve, Marine Reserve or any of the Armed Forces of the United States, will be granted military leave for any field training or active duty required (excluding extended active duty). Such leave will be granted upon presentation of the employee's official order to his/her jurisdictional official. Compensation for such leave will be paid pursuant to Section T.C.A. 8-33-109 and shall not exceed twenty (20) working days per calendar year. After the 20 working days the employee may use up to five (5) days of sick leave in lieu of annual leave for the purposes of not having to take leave without pay. The employee may take more than the allotted time in which he has acquired leave but it will be without pay. Employees entering an extended active duty will be given two week's pay when placed on military leave. All sick and vacation benefits will continue to accrue.

VOTING

When elections are held in the State, leave for the purpose of voting shall be in accordance with T.C.A. 2-1-106 herein reprinted:

“EMPLOYERS MAY DESIGNATE PERIOD OF PERMISSIBLE ABSENTEEISM.

Any person entitled to vote in an election held in this state may be absent from any service

or employment on the day of the election for a reasonable period of time, not to exceed three (3) hours, necessary to vote during the time the polls are open in the county where he/she is a resident. A voter who is absent from work to vote in compliance with this section may not be subjected to any penalty or reduction in pay for his absence. If the tour of duty of an employee begins three (3) or more hours after the opening of the polls or ends three (3) or more hours before the closing of the polls of the county where he/she is a resident, he/she may not take time off under this section. The employer may specify the hours during which the employee may be absent. Request for such an absence shall be made to the employer before twelve noon of the day before the election.”

DEATH OF AN EMPLOYEE

Upon the death of a full-time employee, his/her beneficiary shall receive his/her next due payroll check and pay for accrued vacation time. Further, his/her beneficiary shall be given complete assistance by the City Clerk/Recorder in settling pension, life, and hospital insurance benefits.

JURY SERVICE LEAVE

When an employee receives a summons to report for jury duty, the employee is required to provide a copy of the summons to his/her immediate supervisor within 2 business days of receiving the summons. Upon presentation of the summons, the employee will be excused from employment for the day or days required of the employee while serving as a juror in any court of the United States or the state of Tennessee. The employee is expected to report for work for any time they are excused from active jury duty.

Upon release from jury duty during the employee’s normal working hours, he/she will be expected to return to duty. Employees will receive full pay during jury service. The City will pay the employee such employee’s usual compensation and the employee will sign over the check issued from the jury duty service to the City.

This policy also applies to employees who are summoned by the Court by subpoena as a witness in a legal proceeding.

INCLEMENT WEATHER POLICY

Per resolution 2016-03, Employees who are required to work when City offices have been otherwise closed shall be granted compensatory time for hours actually worked during the period of closing up to their regularly scheduled hours for the workday. Hours worked in excess of regularly scheduled hours are compensated as overtime based on each employee’s status under the Fair Labor Standards Act. Part-time employees are paid for hours worked and are not eligible for discretionary leave with pay or compensatory time. Employees on previously approved leave during the effected period must continue to charge the appropriate leave and will not be eligible for discretionary leave under this policy.

SECTION V – BENEFITS

The City recognizes that employee benefits are a critical component in career decisions. The City intends to provide a comprehensive benefits package that remains affordable and value based.

The plan document for each plan is available upon request.

Eligibility

Employees are eligible for benefits when employees work a minimum of 32 hours per week. These benefits may include: medical coverage, dental coverage, and vision benefit options. If employees' hours drop below 32 hours per week on a regular basis, employees will lose eligibility for health insurance. If this occurs, the employee and all covered dependents will be offered COBRA.

Employees are responsible to list only dependents that are eligible for coverage as defined by the plan rules. If a covered dependent becomes ineligible based on the plan rules, it is the employee's responsibility to notify Human Resources immediately. Employees must notify Human Resources of any changes in status within 30 days of the status change. This includes: dependent status change, address changes, divorce, marriage, birth, adoption, reduction in work hours, or any other change that could affect benefit plan eligibility.

Benefit Effective Dates

Medical, dental and vision insurance will be effective the 1st day of the month following 30 days of continuous full-time employment.

Health Coverage

Eligible employees must enroll for coverage within 30 days of employment or a qualifying event. Temporary employee and part-time employees are **not** eligible for medical coverage.

The city pays the full premium for eligible employees only, and 10% of the premium cost for spouse, children and families.

Annual Enrollment / Transfer Period

Health plans, benefit designs, eligibility rules, and premiums are subject to change each plan year based on the previous year's claims experience. Pre-taxed deductions can only be changed with a qualifying event during the plan year or at annual open enrollment.

Contribution

The City may elect to contribute toward the cost of health benefits. The City's contributions, if any, are subject to change.

Qualifying Events

Employees are responsible to notify the City if they experience any significant life event such as birth, marriage, divorce, legal separation, adoption, legal placement of a child, change of address, reduction in employee's regularly scheduled work hours, or a dependent change in status (i.e., school status). Some events will allow changes to benefits including adding or dropping dependents or terminating / adding coverage. Employees should notify the City within 30 days of experiencing a qualifying event or may be required to wait until the following open enrollment to make any changes.

Documentation must be provided such as a marriage certificate, birth certificate, divorce decree, court order, etc.

Retiree Health Coverage

A retiree who reaches 59 1/2 with 25 years or more of service, the city shall pay 25% of the cost of the employee coverage for the employer provided health insurance. All dependent coverage will be the retiree's responsibility. At age 65, all employer provided health insurance benefits will cease.

COBRA – CONTINUATION COVERAGE

Under the federally mandated Consolidated Omnibus Budget Reconciliation Act, the City offers employees and their families the opportunity to temporarily extend their health insurance coverage in certain instances in which coverage under the group health plan would normally end.

Some examples of triggering events could be: reduction in employee's hours resulting in loss of eligibility, termination of employment (voluntary or involuntary), dependent eligibility changes (age/student status), divorce, and legal separation.

Employees covered under the City plan have a right to continue coverage if they lose it through reduction in regular work hours or employment termination for reasons other than gross misconduct.

A spouse of a covered employee also has a right to continue coverage if coverage would be lost because the employee dies, employment is terminated, the employee and spouse become divorced or legally separated, or the employee becomes eligible for Medicare benefits.

Dependent children may also continue coverage if the employee dies, employment is terminated, the parents become divorced or legally separated, the employee becomes eligible for Medicare, or the child ceases to be a "dependent child" under the terms of the plan.

If termination or reduction in hours is the qualifying event that triggers lost coverage, continuation coverage can be in effect for 18 months. All other qualifying events will trigger continuation coverage that lasts up to 36 months. Coverage will end before 18 or 36 months, however, if certain other events take place (i.e. if the employee becomes eligible for coverage under another group health plan).

Employees and family members have the responsibility to inform the plan administrator about any change in status. Failure to do so may terminate rights to elect continued coverage. Those eligible for continuation coverage have 60 days from the date they would normally lose coverage to elect to continue under the plan.

Premium Payments

Failure to make timely premium payments may result in termination of coverage.

LIFE INSURANCE

The City provides Term Life Insurance with Accidental Death & Dismemberment to employees. The face value of the policy is \$15,000.

Additional life insurance is available for employees and dependents, the cost of which is born by the employee.

WORKERS' COMPENSATION

Compensation. Employees on occupational disability will only be compensated in accordance with the provisions for the Tennessee Worker's Compensation Law (T.C.A. 50-6-101 through 50-6-623). No compensation shall be paid for the first seven (7) days of disability resulting from the injury, excluding the day of injury. However, if disability extends beyond that period, compensation shall commence with the eighth (8th) day after the injury. In the event, however, the disability from the injury exists for a period as long as fourteen (14) days, then compensation shall be allowed beginning with the first day after the injury. The rate of compensation through worker's compensation is 66 2/3 percent of the employee's average weekly wages.

Vacation and sick leave will continue to accrue while on worker's compensation leave.

Employees may choose to use sick and/or vacation time in order to be paid for the unpaid time under worker's compensation (up to the first seven (7) days).

Employees must report the work-related accident to the immediate supervisor during the shift in which they occur. Failure to do so may result in benefits being denied.

Worker's compensation leave will be denied if the post-incident Alcohol/Drug test is failed.

The employee is responsible for the employee's portion of insurance premiums while out on workers' compensation leave if deductions cannot be made from a paycheck.

Return to Maximum Medical Improvement. Upon reaching Maximum Medical Improvement (MMI), the employee's medical condition shall be assessed as to the permanent medical restrictions and their ability to perform the duties of their normal work assignment.

If the injured employee cannot return to their regular position, the Human Resources

Department in conjunction with the department head shall attempt to find employment within the employee's department or within another department. Reasonable accommodation will be provided to qualified disabled individuals unless the accommodation would pose an "undue hardship" or is impractical due to the position the employee held at the time of the injury.

Such attempts are not a guarantee that a position will be offered or that future employment is assured.

UNEMPLOYMENT COMPENSATION

The state of Tennessee offers unemployment benefits through the Employment Security Division. Unemployment insurance benefits provide income to individuals who have lost work through no fault of their own. The benefits are intended to partially offset the loss of wages while an unemployed worker searches for suitable work, or until his employer can recall him/her to work.

TENNESSEE CONSOLIDATED RETIREMENT SYSTEM (TCRS)

The City contributes to the Tennessee Consolidate Retirement System for all qualified full-time employees. Employees are vested after five (5) years of service. The plan document issued by TCRS controls specific employee eligibility and benefits. For more information, contact TCRS at 615-741-1971 or www.treasury.tn.gov/tcrs.

OTHER BENEFITS

Employee Assistance Program

The City provides an Employee Assistance Program at no direct expense to employees. The Town of Ashland City's EAP Program is operated by outside consultants and available free of charge to employees and family members living in the immediate household.

The EAP is a confidential service guaranteed by state and federal laws as well as professional licensing regulations. Confidentiality will be maintained regarding all contacts to the extent allowed by law. Appointments are kept confidential and information is not included in personnel records nor revealed to supervisors, coworkers, family or friends. Should an employee be referred to the EAP by a supervisor, the EAP can only confirm for the supervisor, upon their request, if the contact was made and the dates on which meetings took place. No other information will be released to the supervisor without the consent of the employee or a legal requirement to do so. Specific information is released only when the employee has signed specific written consent, the law requires it, or there is concern for client safety or the safety of others. Employees can contact their supervisors or the Human Resources Manager for more information.

Deferred Compensation Plan

Voluntary contributions can be made by the employee at a pre-taxed rate.

Long Term Disability Benefits

Premiums for long term disability insurance are paid by the City. There is a 6-month exclusionary period.

SECTION VI CODE OF ETHICS

This Title is the Code of Ethics for personnel of the Town of Ashland City. It applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the municipality. The words "municipal" and "municipality" include these separate entities.

Definition of "Personal Interest"

(1) For purposes of this Title, "personal interest" means:

- a) Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or
- b) Any financial, ownership, or employment interest in a matter to be regulated or supervised; or
- c) Any such financial, ownership, or employment interest of the official's or employee's spouse, parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), or stepchild(ren); or
- d) Any such financial, ownership, or employment interest of the official's or employee's spouse's parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), or stepchild(ren).

The words "employment interest" include:

- (a) Any job, occupation, consultation, or other position for which the employee or official is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City; and

- (b) Any situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of a vote of any Town of Ashland City board, committee, or commission, or that is to be regulated or supervised by the Town of Ashland City.

In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this chapter.

Disclosure of Personal Interest by Official with Vote

An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself/herself from voting on the measure.

Disclosure of Personal Interest in Non-Voting Matters

An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that it affects, or that would lead a reasonable person to infer that it affects, the exercise of the discretion, or is in a reasonably apparent position of influence over such matter, shall disclose, before the exercise of the discretion or influence, when possible, the interest on a form provided by and filed with the Recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter.

Acceptance of Gratuities

An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the municipality over the amount of \$50.00:

- (1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or
- (2) That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing municipal business.

Use of Information

- (1) An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.
- (2) An official or employee may not use or disclose information obtained in his official capacity or position of employment with the intent to result in financial gain for himself or any other person or entity.

Use of Municipal Time or Facilities

- (1) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself or herself. An official or employee may use a facility of the Town of Ashland City for his or her own personal use only upon express permission by the Mayor.
- (2) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the governing body to be in the best interests of the municipality.

Use of Position or Authority

- (1) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the municipality.
- (2) An official or employee may not use or attempt to use his position to secure any privilege or exemption for him/her or others that are not authorized by the charter, general law, or ordinance or policy of the municipality.

Outside Employment or Other Position of Financial Interest

- (1) Outside employment, or other position of financial interest, shall be defined as any job, occupation, consultation, or other position for which the employee is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City.
- (2) All positions of outside employment, or other position of financial interest, must be submitted on the Outside Employment form provided by the city and approved on an annual basis by the employee's respective department head prior to the acceptance, or continuance, of such outside employment, or other position of financial interest.
- (3) No employee of the Town of Ashland City shall be permitted to continue in, commence, or accept any position of outside employment, or other position of financial interest, if such outside employment, or other position of financial interest:
 - a. Will unreasonably inhibit the performance of any affirmative duty of the city position or conflict with any provision of the city's charter or any ordinance or policy;
 - b. Is likely to interfere with the employee's satisfactory performance of his or her duties and responsibilities; or
 - c. Is incompatible with city employment in any way, including the appearance of any conflict of interest or impropriety.

Ethics Complaints

- (1) The city attorney is designated as the ethics officer of the municipality. Upon the written request of an official or employee potentially affected by a provision of this chapter, the city attorney may render an oral or written advisory ethics opinion based upon this chapter and other applicable law.
- (2) (a) Except as otherwise provided in this subsection, the city attorney shall investigate any credible complaint against an appointed official or employee charging any violation of this chapter, or may undertake an investigation on his

own initiative when he acquires information indicating a possible violation and make recommendations for action to end or seek retribution for any activity that, in the attorney's judgment, constitutes a violation of this code of ethics.

(b)The city attorney may request that the governing body hire another attorney, individual, or entity to act as ethics officer when he has or will have a conflict of interests in a particular matter.

(c)When a complaint of a violation of any provision of this chapter is lodged against a member of the municipality's governing body, the governing body shall either determine that the complaint has merit, determine that the complaint does not have merit, or determine that the complaint has sufficient merit to warrant further investigation. If the governing body determines that a complaint warrants a further investigation, it shall authorize an investigation by the city attorney or another individual or entity chosen by the governing body.

- (3) The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics.
- (4) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation, or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

Any complaint filed with malice or under false statements of fact or, in an obvious attempt to embarrass, shall be the subject of proper sanctions or disciplinary action. However, any city employee shall be able to file a valid complaint without fear of retaliation. Any supervisor, or any other employee, who harasses or retaliates against an employee filing a complaint shall be subject to disciplinary action, including dismissal.

- (1) The interpretation that a reasonable person in the same circumstances would apply shall be used in interpreting and enforcing this code of ethics.
- (2) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

Violations

An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality's charter or other applicable law, and in addition is subject to censure by the governing body. An appointed official or an employee who violates any provision of this chapter is subject to disciplinary action.

Appearance of Impropriety

At all times, every Town of Ashland City employee or official, whether elected or appointed, shall conduct himself or herself in a manner so as to avoid even the appearance of any impropriety.

SECTION VII – NARCOTICS AND INTOXICATING LIQUORS

PURPOSE

The Town of Ashland City recognizes that the use and abuse of drugs and alcohol in today's society is a serious problem that may involve the workplace. It is the intent of the Town of Ashland City to provide all employees with a safe and secure workplace in which each person can perform his/her duties in an environment that promotes individual health and workplace efficiency. Employees of the Town of Ashland City are public employees and must foster the public trust by preserving employee reputation for integrity, honesty, and responsibility.

To provide a safe, healthy, productive, and drug-free working environment for its employees to properly conduct the public business, the Town of Ashland City has adopted this drug and alcohol testing policy effective February 13, 1996. This policy complies with the: Drug-Free Workplace Act of 1988, which ensures employees the right to work in an alcohol- and drug-free environment and to work with persons free from the effects of alcohol and drugs. Federal Highway Administration (FHWA) rules, which require drug and alcohol testing for persons required to have a commercial driver's license (CDL); Division of Transportation (DOT) rules, which include procedures for urine drug testing and breath alcohol testing; and the Omnibus Transportation Employee Testing Act of 1991, which requires alcohol and drug testing of safety-sensitive employees in the aviation, motor carrier, railroad, pipeline, commercial marine, and mass transit industries. In the case of this policy, the Omnibus Transportation Employee Testing Act of 1991 is most significant with its additional requirement of using the "split specimen" approach to drug testing, which provides an extra safeguard for employees. The types of tests that may be required are: pre-employment, transfer, reasonable suspicion, post-accident (post-incident), random, return-to-duty, and follow-up.

It is the policy of the Town of Ashland City that the use of drugs by its employees and impairment in the workplace due to drugs and/or alcohol are prohibited and will not be tolerated. Engaging in prohibited and/or illegal conduct may lead to termination of employment. Prohibited and/or illegal conduct includes but is not limited to:

1. Being on duty or performing work in or on city property while under the influence of drugs and/or alcohol;
2. Engaging in the manufacture, sale, distribution, use, or unauthorized possession of drugs at any time and of alcohol while on duty or while in or on city property;
3. Refusing or failing a drug and/or alcohol test administered under this policy;
4. Providing an adulterated, altered, or substituted specimen for testing;
5. Use of alcohol within four hours prior to reporting for duty on schedule or use of alcohol while on-call for duty; and
6. Use of alcohol or drugs within eight hours following an accident (incident) if the employee's involvement has not been discounted as a contributing factor in the accident (incident) or until the employee has successfully completed drug and/or alcohol testing procedures.

This policy does not preclude the appropriate use of legally prescribed medication that does not adversely affect the mental, physical, or emotional ability of the employee to safely

and efficiently perform his/her duties. It is the employee's responsibility to inform the proper supervisory personnel of his/her use of any legally prescribed medication THAT IS LISTED UNDER Section F before the employee goes on duty or performs any work. The use of legally prescribed medication will be reviewed by the Dept. Head and Mayor on a case by case basis. before the employee goes on duty or performs any work.

In order to educate the employees about the dangers of drug and/or alcohol abuse, the city shall sponsor an information and education program for all employees and supervisors. Information will be provided on the signs and symptoms of drug and/or alcohol abuse; the effects of drug and/or alcohol abuse on an individual's health, work, and personal life; the city's policy regarding drugs and/or alcohol; and the availability of counseling. The Mayor has been designated as the municipal official responsible for answering questions regarding this policy and its implementation.

All Town of Ashland City property may be subject to inspection at any time without notice. There should be no expectation of privacy in such property. Property includes, but is not limited to, vehicles, desks, containers, files, and lockers.

SCOPE

Certain aspects of this policy may apply to all full-time, part-time, temporary, and volunteer employees, of the Town of Ashland City. The pre-employment drug testing requirements of this policy apply to all applicants including positions requiring CDL and safety sensitive employees, who have been given a conditional offer of employment from the Town of Ashland City.

CONSENT FORM

Before a drug and/or alcohol test is administered, employees and applicants will be asked to sign a consent form authorizing the test and permitting release of test results to the laboratory, medical review officer (MRO), and Mayor, or his/her designee. The consent form shall provide space for employees and applicants to acknowledge that they have been notified of the city's drug and alcohol testing policy.

The consent form shall set forth the following information:

1. The procedure for confirming and verifying an initial positive test result;
2. The consequences of a verified positive test result; and
3. The consequences of refusing to undergo a drug and/or alcohol test.

The consent form also provides authorization for certified or licensed attending medical personnel to take and have analyzed appropriate specimens to determine if drugs or alcohol were present in the employee's system.

COMPLIANCE WITH SUBSTANCE ABUSE POLICY

Compliance with this substance abuse policy is a condition of employment. The failure or refusal by an applicant or employee to cooperate fully by signing necessary consent forms or

other required documents or the failure or refusal to submit to any test or any procedure under this policy in a timely manner will be grounds for refusal to hire or for termination. The submission by an applicant or employee of a urine sample that is not his/her own or is adulterated shall be grounds for refusal to hire or for termination.

GENERAL RULES

These are the general rules governing the Town of Ashland City's drug and alcohol testing program:

1. City employees shall not take or be under the influence of any drugs unless prescribed by the employee's licensed physician. Employees who are required to take prescription and/or over-the-counter medications shall notify the proper supervisory personnel before the employees go on duty.
2. City employees are prohibited from engaging in the manufacture, sale, distribution, use, or unauthorized possession of illegal drugs at any time and of alcohol while on duty or while in or on city property.
3. All Town of Ashland City property is subject to inspection at any time without notice. There should be no expectation of privacy in or on such property. City property includes, but is not limited to, vehicles, desks, containers, files, and lockers.
4. Any employee convicted of violating a criminal drug statute shall inform the director of his/her department of such conviction (including pleas of guilty and nolo contendere) within five (5) days of the conviction occurring. Failure to so inform the city subjects the employee to disciplinary action up to and including termination for the first offense. The city will notify the federal contracting officer pursuant to applicable provisions of the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act.

PROHIBITED SUBSTANCES

All test results will be reported to the medical review officer (MRO). If verified by the MRO, they will be reported to the Mayor. The following is a list of substances for which tests will be routinely conducted (see Appendix A for cutoff levels):

1. Amphetamines
2. Marijuana
3. Cocaine
4. Opiates
5. Phencyclidine (PCP)

The city may test for additional substances listed under the Tennessee Drug Control Act of 1989.

DRUG TESTING

An applicant or employee must carry and present a current and recent photo ID to appropriate personnel during testing. Failure to present a photo ID is equivalent to refusing to take the test.

1. Types of Drug Tests

Employees and applicants may be required to submit to drug testing under six separate conditions:

- a. **Pre-employment:** All applicants for employee status who have received a conditional offer of employment with the Town of Ashland City, must take a drug test before receiving a final offer of employment.
- b. **Transfer:** Employees transferring to another position within the city that requires a CDL or safety sensitive position, excluding volunteer firefighters, shall undergo drug testing.
- c. **Post-Accident/Post-Incident Testing:** Following any workplace accident (incident) determined by supervisory personnel of the Town of Ashland City to have resulted in significant property or environmental damage or in significant personal injury, including but not limited to a fatality or human injury requiring immediate medical treatment away from the scene, each employee whose performance either contributed to the accident (incident) or cannot be discounted as a contributing factor to the accident (incident) and who is reasonably suspected of possible drug use as determined during a routine post-accident (post-incident) investigation or who receives a citation for a moving violation arising from the accident will be required to take a post-accident (post-incident) drug test. This applies to all Town of Ashland City employees.

Post-accident (post-incident) testing shall be carried out within 32 hours following the accident (incident). (Note – DOT regulations allow up to 32 hours for drug tests. A lesser time provision is optional.) Urine collection for post-accident (post-incident) testing shall be monitored or observed by same-gender collection personnel at the established collection site(s).

In instances where post-accident (post-incident) testing is to be performed, the Town of Ashland City reserves the right to direct the medical review officer (MRO) to instruct the designated laboratory to perform testing on submitted urine specimens for possible illegal/illegitimate substances.

Any testing for additional substances listed under the Tennessee Drug Control Act of 1989 as amended shall be performed at the urinary cut-off level that is normally used for those specific substances by the laboratory selected.

(1) Post-Accident (Post-Incident) Testing for Ambulatory Employees

Following all workplace accidents (incidents) where drug testing is to be performed, unless otherwise specified by the department head, affected employees who are ambulatory will be taken by a supervisory or designated personnel of the Town of Ashland City to the designated urine specimen collection site within 32 hours following the accident. (Note-DOT regulations allow up to 32 hours for drug tests. A lesser time provision is optional.) In the event an accident (incident) occurring after regular work hours, the employee(s) will be taken to the testing site within 32 hours. No employee shall consume drugs prior to completing the post-accident (post-incident) testing procedures.

No employee shall delay his/her appearance at the designated collection site(s) for post-accident (post-incident) testing. Any unreasonable delay in providing specimens for drug testing shall be considered a refusal to cooperate with the substance abuse program of the Town of Ashland City and shall result in administrative action up to and including termination of employment.

(2) Post-Accident (Post-Incident) Testing for Injured Employees

An affected employee who is seriously injured, non-ambulatory, and/or under professional medical care following a significant accident (incident) shall consent to the obtaining of specimens for drug testing by qualified, licensed attending medical personnel and consent to the testing of the specimens. Consent shall also be given for the attending medical personnel and/or medical facility (including hospitals) to release to the medical review officer (MRO) of the Town of Ashland City appropriate and necessary information or records that would indicate only whether or not specified prohibited drugs (and what amounts) were found in the employee's system. Consent shall be granted by each employee at the implementation date of the substance abuse policy of the Town of Ashland City or upon hiring following the implementation date.

Post-accident (post-incident) urinary testing may be impossible for unconscious, seriously-injured, or hospitalized employees. If this is the case, certified or licensed attending medical personnel shall take and have analyzed appropriate specimens to determine if drugs were present in the employee's system. Only an accepted method for collecting specimens will be used. Any failure to do post-accident (post-incident) testing within 32 hours must be fully documented by the attending medical personnel.

d. **Testing Based on Reasonable Suspicion**

A drug test is required for each employee where there is reasonable suspicion to believe the employee is using or is under the influence of drugs and/or alcohol. This applies to all employees of the Town of Ashland City.

The decision to test for reasonable suspicion must be based on a reasonable and articulate belief that the employee is using or has used drugs. This belief should be based on recent, physical, behavioral, or performance indicators of possible drug use. One supervisor who has received drug detection training that complies with DOT regulations must make the decision to test and must observe the employee's suspicious behavior.

Supervisory personnel of the Town of Ashland City making a determination to subject any employee to drug testing based on reasonable suspicion shall document their specific reasons and observations in writing to the Mayor within 24 hours of the decision to test and before the results of the urine drug tests are received by the department. Urine collection for reasonable suspicion testing shall be monitored or observed by same-gender collection personnel.

e. **Random Testing**

Only employees of the Town of Ashland City requiring a CDL or who are safety sensitive employees, excluding volunteer firefighters, are subject to random urine drug testing. In accordance with Federal law, it is the policy of the Town of Ashland City to annually random test for drugs at least 50 percent of the total number of drivers possessing or obtaining a commercial driver's license (CDL).

A minimum of 15 minutes and a maximum of two hours will be allowed between notification of an employee's selection for random urine drug testing and the actual presentation for specimen collection.

Random donor selection dates will be unannounced with unpredictable frequency. Some may be tested more than once each year while others may not be tested at all, depending on the random selection.

If an employee is unavailable (i.e., vacation, sick day, out of town, work related causes, etc.) to produce a specimen on the date random testing occurs, the Town of Ashland City may omit that employee from that random testing or await the employee's return to work.

f. Return-to-Duty and Follow-Up

Any employee of the Town of Ashland City who has violated the prohibited drug conduct standards and is allowed to return to work must submit to a return-to-duty test. Follow-up tests will be unannounced, and at least six tests will be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty.

The employee will be required to pay for his or her return-to-duty and follow-up tests accordingly.

Testing will also be performed on any employee in a position requiring a CDL returning from leave or special assignment in excess of six months. In this situation, the employee will not be required to pay for the testing.

2. Drug Test Collection Procedures

Testing will be accomplished as non-intrusively as possible. Affected employees, except in cases of random testing, will be taken by a supervisor or designated personnel of the Town of Ashland City to a drug test collection facility selected by the city (see Appendix B), where a urine sample will be taken from the employee in privacy. The urine sample will be immediately sealed by personnel overseeing the specimen collection after first being examined by these personnel for signs of alteration, adulteration, or substitution. The sample will be placed in a secure mailing container. The employee will be asked to complete a chain-of-custody form to accompany the sample to a laboratory selected by the Town of Ashland City to perform the analysis on collected urine samples.

3. Drug Test Laboratory Standards and Procedures

All collected urine samples will be sent to a laboratory that is certified and monitored by the Federal Department of Health and Human Services (DHHS) (see Appendix C). As specified earlier, in the event of an accident (incident) occurring after regular work hours, the supervisor or designated personnel shall take the employee(s) to the testing site within 32 hours where proper collection procedures will be administered.

The Omnibus Act requires that drug testing procedures include split specimen procedures. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of drugs, the employee has 72 hours to request sending the split specimen to another Federal Department of Health and Human Services (DHHS) certified laboratory for analysis. The employee will be required to pay for his or her split specimen test(s).

For the employee's protection, the results of the analysis will be confidential except for the testing laboratory. After the MRO has evaluated a positive test result, the employee will be notified, and MRO will notify the Mayor.

4. Drug Test Reporting and Reviewing

The city Mayor shall designate a medical review officer (MRO) to receive, report, and file testing information transmitted by the laboratory. This person shall be a licensed physician with knowledge of substance abuse disorders (see Appendix D).

- a. The laboratory shall report test results only to the designated MRO, who will review them in accordance with accepted guidelines and the procedures adopted by the Town of Ashland City.
- b. Reports from the laboratory to the MRO shall be in writing or by fax. The MRO may talk with the employee by telephone upon exchange of acceptable identification.
- c. The testing laboratory, collection site personnel, and MRO shall maintain security over all the testing data and limit access to such information to the following: the respective department head, the Mayor, and the employee.
- d. Neither the Town of Ashland City, the laboratory, nor the MRO shall disclose any drug test results to any other person excepted under written authorization from the affected employee, unless such results are necessary in the process of resolution of accident (incident) investigations, requested by court order, or required to be released to parties (i.e., DOT, the Tennessee Department of Labor, etc.) having legitimate right-to-know as determined by the city attorney.

ALCOHOL TESTING

An applicant or employee must carry and present a current and recent photo ID to appropriate personnel during testing. Failure to present a photo ID is equivalent to refusing to take the test.

1. Types of Alcohol Tests

Employees may be required to submit to alcohol testing under four separate conditions.

a. Post-Accident/Post-Incident Testing

Following any workplace accident (incident) determined by supervisory personnel of the Town of Ashland City to have resulted in significant property or environmental damage or in significant personal injury, including but not limited to a fatality or human injury requiring immediate medical treatment away from the scene, each employee whose performance either contributed to the accident (incident) or cannot be discounted as a contributing factor to the accident (incident) and who is reasonably suspected of possible alcohol use as determined during a routine post-accident (post-incident) investigation or who receives a citation for a moving violation arising from the accident will be required to take a post-accident (post-incident) alcohol test. This applies to all employees of the Town of Ashland City.

Post-accident (post-incident) testing shall be carried out within two hours following the accident (incident).

(1.) Post-Accident (Post-Incident) Testing for Ambulatory Employees

Following all workplace accidents (incidents) where alcohol testing is to be performed, unless otherwise specified by the department head, affected employees

who are ambulatory will be taken by a supervisor or designated personnel of the Town of Ashland City to the designated breath alcohol test site for a breath alcohol test within two (2) hours following the accident. In the event of an accident (incident) occurring after regular work hours, the employee(s) will be taken to the testing site within two hours. No employee shall consume alcohol prior to completing the post-accident (post-incident) testing procedures.

No employee shall delay his/her appearance at the designated collection site(s) for post-accident (post-incident) testing. Any unreasonable delay in appearing for alcohol testing shall be considered a refusal to cooperate with the substance abuse program of the Town of Ashland City and shall result in administrative action up to and including termination of employment.

(2.) Post-Accident (Post-Incident) Testing for Injured Employees

An affected employee who is seriously injured, non-ambulatory, and/or under professional medical care following a significant accident (incident) shall consent to the obtaining of specimens for alcohol testing by qualified, licensed attending medical personnel and consent to specimen testing. Consent shall also be given for the attending medical personnel and/or medical facility (including hospitals) to release to the medical review officer (MRO) of the Town of Ashland City appropriate and necessary information or records that would indicate only whether or not specified prohibited alcohol (and what amount) was found in the employee's system. Consent shall be granted by each employee at the implementation date of the substance abuse policy of the Town of Ashland City or upon hiring following the implementation date.

Post-accident (post-incident) breath alcohol testing may be impossible for unconscious, seriously injured, or hospitalized employees. If this is the case, certified or licensed attending medical personnel shall take and have analyzed appropriate specimens to determine if alcohol was present in the employee's system. Only an accepted method for collecting specimens will be used. Any failure to do post-accident (post-incident) testing within two (2) hours must be fully documented by the attending medical personnel.

b. Testing Based on Reasonable Suspicion

An alcohol test is required for each employee where there is reasonable suspicion to believe the employee is using or is under the influence of alcohol. This applies to all employees of the Town of Ashland City.

The decision to test for reasonable suspicion must be based on a reasonable and articulate belief that the employee is using or has used alcohol. This belief should be based on recent, physical, behavioral, or performance indicators of possible alcohol use. One supervisor who has received alcohol detection training that complies with DOT regulations must make the decision to test and must observe the employee's suspicious behavior.

Supervisory personnel of the Town of Ashland City making a determination to subject any employee to alcohol testing based on reasonable suspicion shall document their specific reasons and observations in writing to the Mayor within eight (8) hours of the decision to test and before the results of the tests are received by the city.

c. Random Testing

Only employees of the Town of Ashland City in positions requiring a CDL or who are safety sensitive employees, excluding volunteer firefighters, are subject to random alcohol testing. It is the policy of the Town of Ashland City to annually random test for alcohol at least 25 percent of the total number of drivers required to possess a CDL.

A minimum of fifteen (15) minutes and a maximum of two (2) hours will be allowed between notification of an employee’s selection for random alcohol testing and the actual presentation for testing.

Random test dates will be unannounced with unpredictable frequency. Some employees may be tested more than once each year while others may not be tested at all, depending on the random selection.

If an employee is unavailable (i.e., vacation, sick day, out of town, work related causes, etc.) to be tested on the date random testing occurs, the Town of Ashland City may omit that employee from that random testing or await the employee’s return to work.

d. Return-to-Duty and Follow-Up

Any employee of the Town of Ashland City who has violated the prohibited alcohol conduct standards must submit to a return-to-duty test. Follow-up test will be unannounced and at least six (6) tests will be conducted in the first twelve (12) months after an employee returns to duty. Testing may be extended for up to 60 months following return to duty.

The employee will be required to pay for his or her return-to-duty and follow-up tests accordingly.

Testing will also be performed on any employee required to possess a CDL returning from leave or special assignment in excess of six (6) months. In this situation, the employee will not be required to pay for the testing.

2. Alcohol Testing Procedures

All breath alcohol testing conducted for the Town of Ashland City shall be performed using evidential breath testing (EBT) equipment and personnel approved by the National Highway Traffic Safety Administration (NHTSA). The city’s police department cannot do this testing unless the test is required because of a traffic accident (incident).

Alcohol testing is to be performed by a qualified technician as follows:

a. Step One:

An initial breath alcohol test will be performed using a breath alcohol analysis device approved by the National Highway Traffic Safety Administration (NHTSA). If the measured result is less than 0.02 percent breath alcohol level (BAL), the test shall be considered negative. If the result is greater or equal to 0.04 percent BAL, the result shall be recorded and witnessed, and the test shall proceed to Step Two.

b. Step Two:

Fifteen minutes shall be allowed to pass following the completion of Step One above. Before the confirmation test or Step Two is administered for each employee, the breath alcohol technician shall insure that the evidential breath testing device registers 0.00 on an air blank. If the reading is greater than 0.00, the breath alcohol technician shall conduct one more air blank. If the reading is greater than 0.00, testing shall not proceed using that instrument. However, testing may proceed on another instrument. Then Step One shall be repeated using a new mouthpiece and either the same or equivalent but different breath analysis device.

The breath alcohol level detected in Step Two shall be recorded and witnessed.

If the lower of the breath alcohol measurements in Step One and Step Two is 0.04 percent or greater, the employee shall be considered to have failed the breath alcohol test. Failure of the breath alcohol test shall result in administrative action by proper officials of the Town of Ashland City up to and including termination of employment.

Any breath level found upon analysis to be between 0.02 percent BAL and 0.04 percent BAL shall result in the employee's removal from duty without pay for a minimum of 24 hours. In this situation, the employee must be retested by breath analysis and found to have a BAL of up to 0.02 percent before returning to duty with the Town of Ashland City.

All breath alcohol test results shall be recorded by the technician and shall be witnessed by the tested employee and by a supervisory employee of the Town of Ashland City, when possible.

The completed breath alcohol test form shall be submitted to the Mayor.

EDUCATION AND TRAINING

1. Supervisory Personnel Who Will Determine Reasonable Suspicion Testing

Training supervisory personnel who will determine whether an employee must be tested based on reasonable cause will include at the minimum two (2) 60-minute periods of training on the specific, contemporaneous, physical, behavioral, and performance indicators of both probable drug use and alcohol use. One 60-minute period will be for drugs and one will be for alcohol.

The Town of Ashland City will sponsor a drug-free awareness program for all employees.

2. Distribution of Information

The minimal distribution of information for all employees will include the display and distribution of:

- a. Informational material on the signs and symptoms of drug and/or alcohol abuse;
- b. Informational material on the effects of drug and alcohol abuse;
- c. An existing community services hotline number, available drug counseling, rehabilitation, and employee assistance programs for employee assistance;

- d. The Town of Ashland City policy regarding the use of prohibited drugs and/or alcohol; and
- e. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

CONSEQUENCES OF A CONFIRMED POSITIVE DRUG AND/OR ALCOHOL TEST RESULT AND/OR VERIFIED POSITIVE DRUG AND/OR ALCOHOL TEST RESULT

Job applicants subject to pre-employment drug testing will be denied employment with the Town of Ashland City if their initial positive pre-employment drug test results have been confirmed/verified.

If a current employee's positive drug and alcohol test result has been confirmed, the employee is subject to immediate removal from any safety-sensitive function and referral to the Substance Abuse Professional. The employee may be subject to disciplinary action up to and including termination. Factors to be considered in determining the appropriate disciplinary response include: the employee's work history, length of employment, current work assignment, current job performance, and existence of past disciplinary actions. However, the city reserves the right to allow employees to participate in an education and/or treatment program approved by the Town Employee Assistance Program as an alternative to or in addition to disciplinary action. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete the program as a condition of continued employment.

No disciplinary action may be taken pursuant to this drug policy against employees who voluntarily identify themselves as drug users, obtain counseling and rehabilitation through the city's employee physician or breath alcohol technician who shall provide a written statement to the city indicating a refusal to test.

VOLUNTARY DISCLOSURE OF DRUG AND/OR ALCOHOL USE

In the event that an employee of the Town of Ashland City is dependent upon or an abuser of drugs and/or alcohol and sincerely wishes to seek professional medical care, that employee should voluntarily discuss his/her problem with the respective department head in private.

Such voluntary desire for help with a substance abuse problem will be honored by the Town of Ashland City. If substance abuse treatment is required, the employee will be removed from active duty pending completion of the treatment.

Affected employees of the Town of Ashland City are entitled to up to 30 consecutive calendar days for initial substance abuse treatment as follows:

1. The employee must use all vacation, sick, and compensatory time available.
2. In the event accumulated vacation, sick, and compensatory time is insufficient to provide the medically prescribed and needed treatment up to a maximum of 30 consecutive calendar days, the employee will be provided paid leave for the difference between the

amount of accumulated leave and the number of days prescribed and needed for treatment up to the maximum 30-day treatment period.

Voluntary disclosure must occur before an employee is notified of or otherwise becomes subject to a pending drug and/or alcohol test.

Prior to any return-to-duty consideration of an employee following voluntary substance abuse treatment, the employee shall obtain a return-to-duty recommendation from the substance abuse professional (SAP) of the Town of Ashland City. The SAP may suggest conditions of reinstatement of the employee that may include after-care and return-to-duty and/or random drug and alcohol testing requirements. The Mayor of the Town of Ashland City will consider each case individually and set forth final conditions of reinstatement to active duty. These conditions of reinstatement must be met by the employee. Failure of the employee to complete treatment or follow after-care conditions, or subsequent failure of any drug or alcohol test under this policy will result in administrative action up to and including termination of employment.

These provisions apply to voluntary disclosure of a substance abuse problem by an employee of the Town of Ashland City. Voluntary disclosure provisions do not apply to applicants. Employees found positive during drug and/or alcohol testing under this policy are subject to administrative action up to and including termination of employment as specified elsewhere in this policy.

EXCEPTIONS

This policy does not apply to possession, use, or provision of alcohol and/or drugs by employees in the context of authorized work assignments (i.e., undercover police enforcement, intoxilyzer demonstrations). In all such cases, it is the individual employee's responsibility to ensure that job performance is not adversely affected by the possession, use, or provision of alcohol.

MODIFICATION OF POLICY

This statement of policy may be revised by the Town of Ashland City at any time to comply with applicable federal and state regulations that may be implemented, to comply with judicial rulings, or to meet any changes in the work environment or changes in the drug and alcohol testing policy of the Town of Ashland City.

DEFINITIONS

For purposes of the drug and alcohol testing policy, the following definitions are adopted:

Alcohol – The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

Alcohol Concentration – The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.

Alcohol Use – The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Breath Alcohol Technician (BAT) – An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT).

Chain of Custody – The method of tracking each urine specimen to maintain control from initial collection to final disposition for such samples and accountability at each stage of handling, testing, storing, and reporting.

Collection Site – A place where applicants or employees present themselves to provide, under controlled conditions, a urine specimen that will be analyzed for the presence of alcohol and/or drugs. Collection site may also include a place for the administration of a breath analysis test.

Collection Site Personnel – A person who instructs donors at the collection site.

Commercial Driver’s License (CDL) – A motor vehicle driver’s license required to operate a commercial motor vehicle (CMV).

Commercial Motor Vehicle (CMB) – Any vehicle or combination of vehicles meeting the following criteria: weighing more than 26,000 pounds; designed to transport more than 15 passengers; transporting hazardous materials required by law to be placarded, regardless of weight; and/or classified as a school bus.

Confirmation Test – A drug testing, a second analytical procedure that is independent of the initial test to identify the presence of a specific drug or metabolite that uses a different chemical principle from that of the initial test to ensure reliability and accuracy. In breath alcohol testing, a second test following an initial test with a result of 0.02 or greater than provided quantitative data of alcohol concentration.

Confirmed Positive Result – The presence of an illicit substance in the pure form or its metabolites at or above the cutoff level specified by the National Institute of Drug Abuse identified in two consecutive tests that utilize different test methods and that was not determined by the appropriate medical, scientific, professional testing, or forensic authority to have been caused by an alternate medical explanation or technically insufficient data. An EBT result equal to or greater than 0.02 is considered a positive result.

Consortium – An entity, including a group or association of employers or contractors, which provides alcohol or controlled substances testing as required by this part or other DOT alcohol or drug testing rules and that acts on behalf of the employers.

Department Director – The director or chief of a city department or his/her designee. The designee may be an individual who acts on behalf of the director to implement and administer these procedures.

DHHS – The Federal Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

DOT Agency – An agency of the United States Department of Transportation administering regulations related to alcohol and/or drug testing. For the Town of Ashland City, the Federal Highway Administration (FHWA) is the DOT agency.

Driver – Any person who operates a commercial motor vehicle.

EAP – Employee Assistance Program.

Employee – An individual currently employed by the Town of Ashland City.

Evidential Breath Testing Device (EBT) – An instrument approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA’s “Conforming Products List of Evidential Breath Measurement Devices.”

FHWA – Federal Highway Administration.

Initial Test – In drug testing, an immunoassay test to eliminate negative urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

Medical Review Officer (MRO) – A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer’s drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his/her medical history and any other relevant biomedical information.

Negative Result – The absence of an illicit substance in the pure form or its metabolites in sufficient quantities to be identified by either an initial test or confirmation test.

NHTSA – National Highway and Traffic Safety Administration.

Refuse to Submit – Refusing to submit to an alcohol or controlled substances test means that a driver: (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this part; (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this part; or (3) engages in conduct that clearly obstructs the testing process.

Safety-Sensitive Drivers – Employees in the aviation, motor carrier, railroad, and mass transit industries.

Safety Sensitive Police and Fire Employees – Includes all police officers, firefighters, and dispatchers, excluding volunteer firefighters.

Split Specimen – Urine drug test sample will be divided into two parts. One part will be tested initially, the other will remain sealed in case a retest is required or requested.

Substance Abuse Professional – A licensed physician (medical doctor or doctor of osteopathy), or a licensed/certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Safety-Sensitive Employees – Any employee of the Town of Ashland City that drives any city vehicle, truck or equipment or works with chemicals and machinery.

A. 1994 DRUG AND ALCOHOL TEST STANDARDS

<u>Drug</u>	<u>Cutoff Level Screen (ng/ml)</u>	<u>Cutoff Level Confirmation (ng/ml)</u>
Amphetamine (speed)	1000.00	
Amphetamine		500.00
Methamphetamine		500.00
Cannabinoid (marijuana)	50.00	15.00
Cocaine (benzoylecgonine)	300.00	150.00
Opiate	300.00	
Codeine		300.00
Morphine		300.00
Phencyclidine (PCP)	25.00	25.00
Alcohol	.04 percent BAL	.04 percent BAL

(Note – Additional substances listed under the Tennessee Drug Control Act of 1989 may be tested at the cutoff level customarily used by the selected laboratory. Cutoff levels are subject to change as DOT rules change.)

B. DESIGNATED DRUG TESTING COLLECTION FACILITY

Workforce Essentials
 202 N. Main St., Unit #4
 Ashland City, TN 37015
 615-792-2520
 Emergency Phone 1-800-905-3123 (Pager)

**C. DESIGNATED DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
 CERTIFIED LABORATORY**

EMPLOYEE ACKNOWLEDGEMENT FORM

**Town of Ashland City
Employee Acknowledgement**

As an applicant or an employee, I have carefully read the Town of Ashland City Drug and Alcohol Testing Policy. I have received a copy of the Town of Ashland City Drug and Alcohol Testing Policy, understand its requirements and agree without reservation to follow this policy. As an applicant, I am aware that my offer of employment is conditional upon the results of a drug and/or alcohol test. As an employee, I am aware that I may be required to undergo drug and/or alcohol tests, that I will be informed prior to the drug and/or alcohol test, and that I may be subject to immediate dismissal if I refuse to take the test.

Name of Applicant or Employee

Social Security Number

Department

Supervisor

(Signature of Applicant or Employee)

Date

(Signature of Witness)

Date

CONSENT AND ACKNOWLEDGEMENT FORM

Town of Ashland City
DRUG/ALCOHOL TESTING PROCEDURES
CONSENT AND ACKNOWLEDGEMENT FORM

As an applicant or an employee with the Town of Ashland City, I hereby consent to and acknowledge that I am scheduled to undergo drug and/or alcohol testing. The test for alcohol will be a breath analysis test. The drug test will involve an analysis of a urine sample, which I will provide at a designated site. The purpose of the test will be to test for the presence of the following substances: amphetamines, marijuana, cocaine, opiates, PCP, alcohol, and/or any additional drugs listed in the Tennessee Drug Control Act.

I authorize qualified personnel to take and have analyzed appropriate specimens to determine if drugs and/or alcohol are present in my system. I acknowledge that the drug/alcohol screen test results will be made available to the testing laboratory, medical review officer (MRO), the Mayor, or his/her designee.

As an applicant, I am aware that a confirmed and verified positive drug/alcohol test result will rescind my conditional offer of employment. As an employee, I am aware that a confirmed and verified positive test result may lead to disciplinary action up to and including immediate dismissal. I understand that failure or refusal to submit to any test or any procedure under the City’s Drug and Alcohol Testing Policy in a timely manner will be grounds for refusal to hire or for termination.

I will present a copy of this form to the collection site when I report for my scheduled drug/alcohol test. I also understand that failure to provide adequate breath for testing without a valid medical explanation, failure to provide adequate urine for controlled substances testing without a valid medical explanation, and engaging in conduct that clearly obstructs the testing process are the same as refusing to test.

I understand that if the urinalysis confirms the presence of drugs, I have the option to request that the split sample be sent to another certified laboratory for analysis at my expense. I understand that a failed breath alcohol test will be confirmed by a second test administered in accordance with the City’s Drug and Alcohol Testing Policy.

Name of Applicant or Employee: _____

Department Name: _____ Social Security Number: _____

(Signature of Applicant or Employee)

Date

(Signature of Witness)

Date

SECTION VII - HARRASSMENT POLICY

The Town of Ashland City is committed to providing a professional work environment that maintains employee equality, dignity, and respect. In keeping with this commitment, the City strictly forbids discriminatory practices, including sexual harassment and other forms of harassment, as defined in this policy. Any harassment prohibited by this policy, whether verbal, physical or environmental, is unacceptable and will not be tolerated, whether it occurs in the workplace or at outside work-sponsored activities. The City will take immediate, positive steps to stop such harassment when it occurs.

The City prohibits any verbal, physical or visual conduct which could offend, intimidate or create a hostile working environment for any individual on the basis of race, color, religion, national origin, sex (including gender identity and pregnancy), age, disability, genetic information, sexual orientation, or parental status or any other characteristics protected by federal, state or local law. The City also specifically prohibits sexual harassment, which is defined in this policy as sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, directed towards employees of either sex.

The conduct prohibited by the preceding paragraph will not be tolerated under any circumstances, including cases where the conduct is unwelcome, and /or:

1. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
3. The conduct has the purpose or effect of unreasonably interfering with the individual's performance or of creating an intimidating, hostile or offensive working environment.

The types of behavior that may constitute prohibited harassment include, but are not limited to:

1. Making derogatory, vulgar, or graphic written or oral statements or jokes regarding race, color, religion, national origin, disability, gender, sexuality, sexual experience or any other characteristics protected by federal, state or local law;
2. Sexual harassment or unwelcome sexual advances;
3. Requesting sexual favors;
4. Verbal or physical conduct of a sexual nature in the form of pinching, grabbing, patting or propositioning;
5. Making explicit or implied job threats or promises in return for submission to sexual favors;
6. Making inappropriate sex-oriented comments on appearance;
7. Stating embarrassing sex-oriented stories;
8. Displaying sexually explicit or pornographic material, no matter how the material is displayed; and/or
9. Sexual assault on the job by supervisors, fellow employees, or, on occasion, non-employees.
10. Sending and/or displaying sexually explicit text messages and/or emails.

Note: Sexual harassment, for purposes of this policy, includes conduct directed by men toward women, conduct directed by men toward men, conduct directed by women toward men, and conduct directed by women toward women.

Scope. This policy applies to all officers and employees of the City, including but not limited to full-time and part-time employees, elected officials, permanent and temporary employees, employees covered or exempt from the personnel rules or regulations of the City, and employees working under contract for the City. Additionally, it applies to conduct directed towards a City employee in the City workplace by someone who is not directly related to the City, such as a vendor, consultant, client, customer, or other City contact.

Responsibility: It shall be the joint responsibility of managers and supervisors of the City to ensure adherence to this policy. All managers and supervisors will assist in the coordination and the implementation of this policy. All supervisors and managers have the duty of ensuring that no individual or employee is subjected to sexual harassment or any other form of unlawful workplace harassment, and of maintaining a workplace free of such harassment. Supervisors and managers shall discuss this policy with employees and assure them that they are not required to endure any form of unlawful harassment.

Complaint Procedure The City encourages employees to report all perceived incidents of harassment, regardless of the position of the alleged offender. ***Any employee who has a harassment complaint against a supervisor, coworker, visitor, customer or other person, must bring the problem to the employer's attention.***

Any employee who feels he/she is subject to workplace harassment should immediately contact one of the people listed below with whom the employee feels most comfortable. Employees have the right to circumvent the employee chain-of-command when selecting the person to complain to about workplace harassment. Complaints may be made verbally or in writing to his/her immediate supervisor, Department Head, Human Resources Manager, or City Recorder. If an employee is uncomfortable reporting harassment to any of these people, or if the employee believes that the complaint was not properly addressed, the employee should report the incident to the Mayor or the City Attorney.

When filing his/her complaint, the employee should be prepared to provide the following information:

1. His/her name, department, and position title;
2. The name of the person or people committing the harassment, including title(s), if known;
3. The specific nature of the harassment, how long it has gone on, any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against the employee as a result of the harassment;
4. Witnesses to the harassment, if any; and
5. Whether the employee has previously reported the harassment and, if so, when and to whom.

Reporting and Investigating Complaints:

The Human Resources Director is the person the City designates as the investigator of workplace harassment complaints against the employees. In the event the harassment complaint is against the Human Resources Director, the investigator shall be an employee appointed by the Mayor. The City may elect to use an investigator not employed by the City to conduct factual investigations otherwise performed by the Human Resources Director.

When any employee makes an allegation of workplace harassment, the person to whom the complaint is made shall:

1. Immediately prepare a report of the complaint according to the complaint procedure section and submit it to the Human Resources Director.
2. Make and keep a written record of the investigation at the time the verbal interview is in progress, including notes on:
 - a. Verbal responses made to the investigator by the person complaining of harassment;
 - b. Witnesses interviewed during the investigation;
 - c. The person against whom the complaint of harassment was made; and
 - d. Any person contacted by the investigator in connection with the investigation.
3. Within five (5) days of receiving the complaint, prepare and present the findings to the Human Resources Director in a report, which will include:
 - a. The written statement of the person complaining of harassment,
 - b. The written statement of witnesses,
 - c. The written statement of the person against whom the complaint of harassment was made,
 - d. All the investigator's notes connected to the investigation.

Action on Complaints of Workplace Harassment

Upon receiving an investigation report of a workplace harassment complaint, the Human Resources Director shall immediately review the report. If the Human Resources Director determines that the report is not complete in some respect, he/she may question the person complaining of workplace harassment, the person against whom the complaint has been made, witnesses to the conduct in question, or any other person who may have knowledge about the harassment.

Based upon the report and his/her own investigation (where a separate investigation is made), the Mayor shall, within a reasonable time, determine whether the conduct in question constitutes harassment. In making that determination, he/she shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct, the context in which the alleged actions occurred, and the behavior of the person complaining. Whether harassment took place or not will be determined on a case-by-case basis.

If the Human Resources Director determines that the harassment complaint is founded, he/she may recommend discipline the employee consistent with his/her authority under the municipal charter, ordinances, resolutions, or rules governing employee discipline.

The disciplinary action shall be consistent with the nature and severity of the offense, the employee's rank, and any other factors the Human Resources Director believes relate to fair and efficient administration of the municipal government. This includes, but is not limited to, the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the City. The disciplinary action may include warning, reprimand, suspension, demotion, or dismissal. Determining the level of disciplinary action shall also be made on a case-by-case basis. **A written record shall be kept of imposed disciplinary actions.**

In all events, an employee found guilty of workplace harassment shall be warned not to retaliate in any way against the person making the complaint, witnesses, or any other person connected with the investigation.

In cases where workplace harassment is committed by a non-employee against a city government employee in the workplace, the Mayor shall take whatever lawful action is necessary against the non-employee to bring the harassment to an immediate end.

The employee will be notified of a decision or of the status of the investigation as soon as possible.

There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven.

There will be no discrimination or retaliation against any other individual who participates in the investigation of a harassment complaint.

Disciplinary action (up to discharge) will also be initiated against employees who make false or frivolous accusations, such as those made maliciously or recklessly, and against employees who knowingly fail to report instances of workplace harassment or fail or refuse to cooperate in a harassment complaint investigation.

Actions taken by the City to investigate and resolve harassment complaints shall be conducted confidentially to the extent practicable and appropriate, and consistent with the Tennessee Open Records Act, in order to protect the privacy of persons involved.

WORKPLACE VIOLENCE

The City maintains a zero-tolerance policy toward workplace violence, or the threat of violence, by any of its employees, customers, the general public, and/or anyone who conducts business with the City. The City recognizes that each employee is entitled to a safe and secure work environment that is free from intimidation, threats, or violent acts.

Workplace violence includes, but is not limited to harassment, threats, physical attacks, or property damage. A threat is the expression of intent to cause physical and/or mental harm regardless of whether the person communicating the threat has the present ability to carry out the threat. Physical attack is intentional hostile physical contact with another person such as hitting, fighting, pushing, shoving, or throwing objects. Property damage is intentional damage to property, which includes property owned by the City, employees, or others.

Each incident of violent behavior, whether it is committed by an employee or external entity, must be reported to the supervisor and Human Resources. The Human Resources Director is the party designated to investigate any claims of workplace violence.

Upon completion of an investigation, a written report will be presented to the City Manager. If it is determined that the information is correct, immediate and appropriate disciplinary action will be taken against the employee guilty of workplace violence. It is in direct violation of this policy to engage in any act of workplace violence.

Employees who have knowledge of an act of workplace violence or of another employee's intent to commit an act of violence against a co-worker, supervisor or citizen have an obligation to report such information to their supervisor. Failure to report or refusal to cooperate in an investigation regarding workplace violence may result in disciplinary action. Any employee who acts in good faith by reporting real or implied violent behavior will not be subject to any form of retaliation or harassment. Any action of this type resulting from a report of violent behavior must be reported to Human Resources for investigation.

The Town of Ashland City is firmly committed to the principle of fair and equal employment opportunities for its citizens and strives to protect the rights and opportunities of all people to seek, obtain, and hold employment without being subjected to illegal discrimination and harassment in the workplace. It is the State's policy to provide an environment free of discrimination and harassment of an individual because of that person's race, color, national origin, age (40 and over), sex, pregnancy, religion, creed, disability, veteran's status or any other category protected by state and/or federal civil rights laws.

In the absence of an agency-specific policy, employees or applicants for employment who believe they have been discriminated against or harassed on any of these bases should utilize the procedures set forth in this policy.

In the absence of an agency-specific policy, employees or applicants for employment who believe they have been discriminated against or harassed on any of these bases should utilize the procedures set forth in the city's grievance procedure.

Definitions of Discrimination and Harassment in the Workplace

A. Workplace Discrimination and Harassment

This policy prohibits unequal and unlawful treatment of an individual on the basis of a person's race, color, national origin, age (40 and over), sex, pregnancy, religion, creed, disability, or veteran's status or any other category protected by state and/or federal civil rights laws. This policy further prohibits any unwelcome verbal, written, physical conduct, or electronic communication that either degrades or shows hostility or aversion towards a person because of that person's race, color, national origin, age (40 and over), sex, pregnancy, religion, creed, disability, or veteran's status or any other category protected by state and/or federal civil rights laws.

To aid employees in identifying prohibited behavior, the following specific examples of workplace discrimination and harassment are provided. These examples are not exhaustive; they illustrate, however, the types of conduct that violate this policy:

- Undermining a person's authority or work performance because of the person's protected characteristics, such as age or religion;
- Using stereotypes or assumptions to guide decision-making about a person's career;
- Unwelcome touching or near-touching, which can encompass leaning over, cornering, hugging, or pinching, sexual innuendos, teasing and other sexual talk such as jokes, personal inquiries, persistent unwanted courting and sexist put-downs;
- Slurs and jokes about a class of persons, such as disabled persons or a racial group;
- Distributing via electronic means epithets, slurs, jokes or remarks that are derogatory, demeaning, threatening or suggestive to a class of persons or a particular person or that promote stereotypes of a class of persons;
- Display of explicit or offensive calendars, posters, pictures, drawings or cartoons that are sexually suggestive or that reflect disparagingly upon a class of persons or a particular person; or
- Derogatory remarks about a person's national origin, race, language, or accent.

B. Hostile environment

Hostile environment harassment occurs when a victim is subjected to comments based on race, color, national origin, age (40 and over), sex, pregnancy, religion, creed, disability, veteran's status or any other category protected by state and/or federal civil rights laws. A hostile work environment may also be created by innuendoes, touching, electronic communications or other conduct.

C. Sexual Harassment

Sexual harassment involves any unwelcome sexual advance, request for sexual favors, or verbal, written, electronic, or physical conduct of a sexual nature by a manager, supervisor, co-worker, or non-employee (third party). Managerial harassment occurs when a manager or a supervisor gives or withholds a work-related benefit in exchange for sexual favors from the victim or takes an adverse action against an employee for refusing a request for sexual favors. In some circumstances, threatening to take such actions may also be a violation of this policy. Certain actions may also create a hostile work environment. (See the definition for "hostile work environment" above.)

D. Retaliation

Retaliation is *any* act of reprisal, interference, restraint penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy.

A. Third Parties

Third parties are individuals who are not city employees but who have business interactions with city employees. Such individuals include, but are not limited to, customers, such as applicants for city employment or services, vendors, contractors, or volunteers.

Conduct Prohibited by the Town of Ashland City

The Town strictly forbids and will not tolerate discrimination or harassment of any employee, applicant for employment, or third party on the basis of an individual's race, color, national origin, age (40 and over), sex, pregnancy, religion, creed, disability, veteran's status or any other category protected by state and/or federal civil rights laws. The fact that an alleged offender meant no harm or was teasing will not excuse conduct that violates this policy.

The State of Tennessee strictly forbids and will not tolerate any form of retaliation directed against an employee, applicant for employment, or third party who either complains about discrimination or harassment or who participates in any investigation concerning discrimination or harassment.

How to Report Incidents of Discrimination or Harassment

If an employee, applicant for employment, or third party believes he/she has been subjected to discriminatory or harassing conduct that violates this policy, he/she must report those incidents as soon as possible after the event occurs and follow the grievance policy section IX, segment J of the policy manual.

How to Report a Retaliation Incident

If an employee, applicant for employment, or third party believes he/she has been subjected to retaliation for engaging in protected conduct under this policy, he/she must report those incidents as soon as possible after the event occurs and follow the grievance procedure set forth in section IX, segment J of the policy manual.

SECTION IX – MISCELLANEOUS POLICIES

ASHLAND CITY DRESS CODE

This document sets forth the policy of the Town of Ashland City with respect to the Business Dress Policy. Customers and the general public judge our city on the basis of the appearance of our employees. The general dress code of our employees is business casual. Dress and personal grooming must be appropriate for the business environment in which you work.

The dress policy pertains to all full-time, part-time or temporary employees.

Office Dress – Business Casual includes business suits and dresses as well as more casual clothing such as short-sleeved shirts, polo style shirts, sweaters, Capri pants and khaki slacks. Clothing issued to employees with the Ashland City logo, such as polo shirts and sweatshirts, is also considered appropriate business casual dress.

Not in the definition of Office Dress-Business Casual are the following: sports or workout attire, leggings, t-shirts, tank tops, halter tops, short shorts, short skirts, tight fitting clothing, torn, tattered, wrinkled or dirty clothing. This list is not all inclusive.

Field Dress: An employee who must visit/work at current and potential construction site/location may dress appropriately for the work environment. Appropriate dress includes jeans, work uniforms, work jackets and work or protective boots/shoes.

However, at all times, common sense and good taste must apply towards any clothing worn.

To further clarify our business dress policy, please keep in mind the following when considering what is acceptable.

Examples of Acceptable Attire for Work:

- (1) Casual dresses and skirts that are split at or below the knee;
- (2) Casual shirts, golf shirts, dress shirts, sweaters, tops and turtlenecks;
- (3) Slacks, dress slacks, or pant suits;
- (4) Loafers, boots, flats, clogs, dress heels;
- (5) Ashland City apparel;
- (6) Dress sandals (except in the field)
- (7) Jeans without holes, tears or fading are allowed by decision of each Department Head

Examples of Inappropriate Attire at Work:

- (1) Miniskirts, sun dresses, spaghetti-straps, or strapless tops or dresses/skirts split above the knee;
- (2) T-shirts, sweatshirts, midriff tops, shirts with potentially offensive words, logos, pictures, cartoons, or slogans;
- (3) Tank tops, halter tops, and t-shirts unless worn under another blouse, shirts, sweater or jacket;
- (4) Exercise pants, sweatpants, bib overalls, shorts, leggings, and any spandex or other form fitting pants;
- (5) Flip flops, slippers;
- (6) Torn, dirty or frayed clothing;
- (7) Clothing that is tight fitting, low cut, reveals stomach, cleavage, or undergarments (undergarments are required but should not be visible);
- (8) Jewelry, make-up, perfume and cologne should be in good taste;
- (9) No visible body piercing (other than ears).

Please keep in mind that no dress code can cover all contingencies so employees must use a certain amount of judgment in their choice of clothing to wear to work.

The department head is responsible for:

- (1) Ensuring employees under his or her supervision are informed of this policy.
- (2) Notifying an employee when his or her dress and personal grooming fall outside the provisions of the city's business dress policy.

An employee is responsible for:

- (1) Complying with Ashland City's Business Dress Policy;
- (2) Avoiding unprofessional dress and/or unprofessional personal grooming while in the workplace or on Ashland City business;
- (3) Understanding that fashion trends may have to yield to more traditional, conservative business dress;
- (4) Using good judgment when deciding dress in the workplace.

An employee should direct questions regarding this policy to his or her department head or the Mayor.

PROTECTIVE FOOTWEAR

It is the responsibility of Police, Dept. of Fire & Life Safety and Public Works to perform a workplace hazard assessment to determine the need for specific foot protection. Each affected employee shall wear protective footwear during employee work hours. They shall wear the approved foot protection as part of their work uniform.

Police, Dept. of Fire & Life Safety, and Public Works will purchase the footwear for all affected employees. Each affected employee shall wear protective footwear during regular working hours. Police, Dept. of Fire & Life Safety and Public Works will purchase the footwear for all affected employees.

TRAVEL/TIP REIMBURSEMENT POLICIES

This policy applies to all city employees and/or elected city officials who may have reasons to travel out of town on official city business. No expenses shall be reimbursed unless travel is authorized and approved in advance by department head and/or Mayor of the Town of Ashland City.

1. Transportation

- a. **Air Transportation:** The city will pay for regular class or business class air travel as a general rule and will only pay for first class travel where the need is clearly indicated and approved in advance. Air travel will be utilized when the distance involved in the travel indicated is the mode travel of more economical.
- b. **City Vehicles:** If a city vehicle is generally available and does not otherwise interfere with the regular utilization of said vehicle, it should be used in lieu of a personal/private automobile. Arrangements for these vehicles should be made in advance through the appropriate department head. Proof of actual gasoline purchase must be presented for reimbursement.
- c. **Private Automobile:** The use of a private automobile for travel on official business may be authorized by department head, but only with the concurrence of the Mayor of the city. The Department Head or Mayor shall be notified prior to the employee's use of his/her personal vehicle for city business. Authorized to use their personal vehicles, employees shall be reimbursed *at the current federal per mile reimbursement rate* for actual miles driven. Only mileage on official business may be claimed; from origin to destination of official business and return by the most direct route, together with the mileage incurred at the destination. The cost of other related expenses, such as tolls, parking, and other vehicular expenses will be reimbursed.
- d. **Non-Reimbursable Vehicular Expenses:** The employee will NOT be reimbursed for any fines, traffic violations, or parking tickets incurred while on official business.
- e. **Rental Vehicles Associated with Air Travel:** The cost of a rental vehicle will be paid for by the city, if and when reasonably incurred by the employee as a result of traveling by air to the destination. Rental car authorization must be AUTHORIZED IN ADVANCE by the department head and the Mayor. The City Recorder must also be notified in advance of the anticipated travel. Receipts for the cost of rental cars should accompany the request for reimbursement.
- f. **Other Considerations:** The selected mode of travel will be based on the best interest of the city. Additional factors to be considered in determining the most economical mode of transportation will include distance, length of travel time, salary, fuel, meals, etc.

2. Lodging

Reimbursement for lodging will be based upon the locality, purpose of travel, and availability of accommodations. Lodging shall be approved in advance of securing reservations by the department head/Mayor/City Recorder. A signed receipt from the place of lodging is required for appropriate reimbursement.

3. Meal Cost and Allowances

The meals and incidentals rate is \$59.00 per day, and is intended to cover the costs of a single days' worth of meals and incidental costs (such as tips and parking) based on the average cost for these expenses in the Nashville area. If meals and incidentals should total more than this rate, receipts must be turned in to department head and or mayor for approval. If excess is not approved, employee may be responsible for the difference between the per diem rate and total cost submitted.

A higher amount than allowed per diem shall be authorized for meals when traveling to a place that is generally known to be more expensive; receipts must be kept. Any expenditure in excess of the daily allowed per diem must be documented by appropriate receipts for reimbursement. For officials attending the annual Tennessee Municipal League meeting, National League of Cities meeting or other official conferences of the city, reimbursement of meals in excess of the per diem will require receipts to be submitted with the travel form.

4. Miscellaneous Expenditures

- a. Expenditures of a personal nature, movie theaters, etc. will not be approved for reimbursement.
- b. All charges for long distance and local business calls will be allowed while traveling. Two personal calls are allowed each day provided the charges are reasonable. Use your cell phones IF you have nationwide coverage.
- c. All registration fees for employee/officials attending approved workshops, seminars, conventions, and other business meetings will be allowed, including cost of any breakfast, luncheon, banquet or other associated meeting programs.
- d. NO expense of spouses or related parties accompanying the employee/official on travel will be reimbursed.
- e. An individual combining travel on official city business and travel for another organization or for personal reasons will be reimbursed ONLY for the appropriate part of the city's costs. The basis for reimbursement will be arranged in advance of travel.
- f. BEFORE traveling, a "Request to Travel" form must be filled in and submitted to the department head/Mayor/City Recorder for approval. This form combines a request for travel advance and authorization to travel, which must be granted in each case.
- g. A travel advance shall not be granted more than three (3) working days prior to travel. Such request must be made three (3) days in advance to allow for processing and approval. Upon return from travel, an employee/official shall submit a completed expense report within twenty (20) days detailing actual expenditures due for reimbursement. The city will pay travel expenses promptly upon receipt of completed travel expense report supported by proper receipts.
- h. It is recognized that individual departments may have special travel restrictions, requirements, or policies which apply to that department's travel. These may apply to such things as the Tennessee Law Enforcement Academy or other special training special training programs which employees may be required to attend from time to time. Any special department policy applicable to travel is authorized upon approval of the City Council.

- i. Other necessary and reasonable expenses will be reimbursed subject to approval of the department head/Mayor/City Clerk/Recorder.

USE OF CITY VEHICLES

A “city owned vehicle” is any vehicle to which the Town of Ashland City holds title. This includes, but is not limited to: police cars, dump trucks, pick-up trucks, fire department trucks and service vehicles, and the Director of Public Works vehicle.

Certain jobs require that employees be “on call” 24 hours a day, and for that reason, the city currently provides a “take home” vehicle for selected employees. The list of employees authorized to possess a “take home” vehicle shall be maintained by the Mayor and may be revised as needed.

A city vehicle is for the employee’s official use as a representative of the Town of Ashland City, and will not be used at any time as a personal vehicle. Any and all persons riding in a city vehicle must have official business with the city.

All vehicles shall be permanently marked as property of the Town of Ashland City. The driver of each vehicle shall have a valid Tennessee Driver’s License and a copy of this license shall be on file in the City Clerk/Recorder’s office.

City owned “take home” vehicles are allowed travel outside the corporate limits of Town of Ashland City. If the employee lives outside the corporate city limits or official business requires travel beyond the city limits with approval of the Mayor or Department Head.

While operating a moving vehicle, cell phone conversations should be kept to an absolute minimum. No cell phone usage, even with a headset, is allowable for any off-road (maintenance/construction type) equipment. No texting while driving or operating any city vehicle on or off the road. Personal cell phones will not be used while operating a city vehicle.

City vehicles may be fitted with location devices. The employee will be subject to disciplinary action up to termination, if a city vehicle is found to not be conducting city business while in their possession.

City employees should wear seatbelts at all times when driving city vehicles.

No smoking in city vehicles.

This policy applies to any employee with a need to use any city vehicle.

USE OF CITY COMPUTERS AND CELL PHONES and related technology items devices such as iPads, laptops etc.

Computers, phones and related items furnished by the Town of Ashland City are city property, intended for use by employees for city business only. Computers, phones, and

related items include, but are not limited to, hardware, software, (including e-mail and internet software), computer files, documents and cell phones. The city has the right, but not the duty, to monitor any and all of its computers, cell phones, and related items, included but not limited to: monitoring employee's visits on the Internet, reviewing material downloaded or uploaded by employees, reviewing e-mail sent and received by employees, and cell phone messages and usage.

Waiver of Privacy:

Employees have no expectation of privacy in e-mail or cell phone messages, data accessed through the internet, or any other data or information created or stored on city computers or cell phones, nor does the use of passwords by employees create any privacy rights in this information. The city may access, monitor, or reproduce these messages and data, without the consent of the employees, when it is deemed necessary in the sole discretion of the city. All passwords must be provided to the department head upon request. The use of undisclosed passwords is prohibited.

Prohibited Uses:

The sending, displaying, disseminating or storing inappropriate or sexually explicit material is prohibited, unless the employee can demonstrate a legitimate city interest in such conduct (such as a police investigation of criminal activity). "Sexually explicit material" means any printed or written material or any audio, film, video recording or pictorial representation of graphic depiction, produced in any medium, which depicts or describes nudity, including sexual or excretory activities or organs, in a manner which is lewd and intended to elicit a sexual response. No city employee shall use city computers in a manner that is disruptive or offensive to others or in violation of any provision of the city's personnel policy. Other prohibited uses include but are not limited to any material containing ethnic slurs, racial comments, off-color jokes or material that may be construed as sexual, racial, or other harassment, or the showing of disrespect for others. The use of social media is discouraged while on shift unless the employee can demonstrate a legitimate city interest.

No software, hardware, applications or devices may be installed, downloaded or placed on the city network or any city owned technology without the written permission of the IT Committee and approval of the Mayor.

The e-mail system or cell phone should not be used to solicit or to conduct personal business ventures.

Personal email access is prohibited on any city device. Personal email should not be linked to any city device (ex. auto forwarding) Any information on city property should have no expectation of privacy, and is subject to audit at any time.

City phones, I-pads, laptops, any city device should be returned to the Department Head or City Recorder when an employee is terminated, receives an updated phone or device or changes position where a phone or device is no longer required.

All passwords should be changed every 6 months. A list of passwords should be maintained by a designated person within the department.

Any suspicious emails should not be opened. If employees are unsure, they should contact their department head immediately who in turn may contact IT for further investigation.

While operating a moving vehicle, cell phone conversations should be kept to an absolute minimum. No cell phone usage, even with a headset, is allowable for any off-road (maintenance/construction type) equipment. No texting while driving or operating any city vehicle on or off the road. Personal cell phones will not be used while operating a city vehicle.

Personal phone calls should be kept to a minimum and may be restricted by an employee's supervisor in such situations that use may present a safety hazard.

COMPLIANCE WITH APPLICABLE LAWS AND LICENSES:

Employees must comply with all software licenses, copyrights and all other state and federal laws governing intellectual property and online activity. No city employee may duplicate such software without the written permission of IT.

VIOLATIONS – DISCIPLINARY ACTION:

Employees who violate this policy shall be subject to legal and/or disciplinary actions, up to and including termination of employment. Employees should notify their immediate supervisor or department head upon receiving any inappropriate or sexually explicit material or upon learning of violations of this policy.

USE OF MUNICIPAL TIME, FACILITIES, ETC.

No employee of the Town of Ashland City shall use or authorize the use of municipal time, facilities, equipment or supplies for private gain or advantage to oneself or any other private person or group without prior approval of the Det. Head and/or Mayor. No city employee shall have in his/her possession tools or equipment that should obviously belong on city property (i.e. bulldozers, truck, etc.) unless acting in his/her capacity as a city employee.

DRIVING RECORDS

Any employee who is required as an employment condition to possess and maintain a valid Tennessee driver's license or commercial driver's license must **immediately**, before reporting for duty the next workday, inform his/her supervisor should his/her license become denied, expired, restricted, suspended, or revoked any time during employment with the city. Failure to inform his/her supervisor of any restrictions on their license may

be a basis for discipline. Periodic review of employees driving records will be conducted by the department head to assure adherence to this policy.

Driver's license information is to be provided during open enrollment each year to the Human Resources Director.

ACCEPTING GRATUITIES

No employee shall accept, directly or indirectly, any gift, gratuity, or favor of any kind that might reasonably be interpreted as an attempt to influence his/her actions with respect to city business. See ethics policy.

USING TOBACCO PRODUCTS

In light of the fact that using tobacco products poses a threat not only to the user but to non-users as well, the city has adopted a policy that prohibits using tobacco products in city facilities. The policy states that no person, including employees, shall, in a city facility, smoke or use any tobacco products. However, the city may provide a designated smoking area outside public buildings of at least 25 feet from the city facility.

BUSINESS INTEREST

No employee shall have any financial interest in the profits of any contract, service, or other work performed by the city. No department head or supervisor shall personally profit directly or indirectly from any contract, purchase, sale, or service between the city and any person or company. No department head or supervisor shall personally, or as an agent, provide any surety, bail, or bond required by law or is subject to approval by the City Council.

No city employee shall enter into a contract with the city or perform any work or function under any contract with the city if he/she has a direct or indirect financial interest in the contract, unless:

1. The contract is awarded through a process that complies with the city's purchasing requirements; or
2. The City Council waives this section's requirements after making a formal finding that it is in the best financial interest of the city to do so after full disclosure on the part of the city employee of his/her direct or indirect financial interest in the contract, and the City Council's finding and waiver and the employee's full financial disclosure are recorded on the minutes of the City Council in open session.

PERSONNEL RECORDS

Personnel records for each employee are kept on file and maintained by the Human Resources Director. Any changes of address, telephone number, marital status, draft status, beneficiaries, number of dependents, or completed education/training should be turned in to the supervisor for transmittal to the personnel file.

The accounting office maintains the vacation, pension, retirement and sick leave records for each employee. The Human Resources Director maintains the personnel file and all benefits to include medical, dental, life insurance. The Human Resources Director will advise employees of their eligibility so that they may take full advantage of all the benefits available. All medical records shall be kept in a separate confidential file for each employee.

It is the responsibility of each employee to update personnel information in his/her personnel file by notifying the Human Resources Director if any information changes. The city shall not be held liable when incorrect withholding, wrong beneficiaries, or loss of employee benefits result from the failure of any employee to keep personnel records current.

SOCIAL MEDIA USE AND INTERNET POSTING POLICY

(1) Applicability

- (a) This policy applies to every employee, whether part-time, full-time, currently employed by the city in any capacity who posts any material whether written, audio, video or otherwise on any web site, blog or any other medium accessible via the internet.
- (b) For purposes of this policy social media is content created by individuals using accessible and scalable technologies through the internet. Examples include: Facebook, blogs, My Space, RSS, YouTube, Second Life, Twitter, Linked In, Google Wave, etc.

(2) City-Owned or Created Social Media

- (a) The City maintains an online presence. An employee may not characterize him or herself as representing the city, directly or in-directly, in any online posting unless pursuant to a written policy of the city or the direction of a supervisor.
- (b) All city social media sites directly or indirectly representing to be an official statement of the city must be created pursuant to this policy and be approved by the Mayor.
- (c) The city's primary and predominant internet presence shall remain ashlandcitytn.gov and no other website, blog or social media site shall characterize itself as such, unless approved by the Mayor.
- (d) The Mayor's appointee (see appendix) is responsible for the content and upkeep of any social media sites created pursuant to this policy. The Appendix may change as needed.
- (e) Whenever possible a social media site shall link or otherwise refer visitors to the city's main website.
- (f) In addition to this policy all social media sites shall comply with any and every other applicable city policy including but not limited to:
 - i. Open records policy
 - ii. Internet Use policy
 - iii. IT Security policy
 - iv. Ethics policy
 - v. Records retention policy

- (g) A social media site is subject to Tennessee’s Public Records Act (T.C.A. 10-7-101, et seq) and Open Meetings Act (T.C.A. 8-44-101, et seq) and no social media site shall be used to circumvent or otherwise in violation of these laws. All information posted on a social media site shall be a public record and subject to public inspection. All lawful records request for information contained on a social media site shall be fulfilled by (See Appendix) and any employee whose assistance is necessitated. Every social media site shall contain a clear and conspicuous statement referencing the aforementioned state laws. All official postings on a social media site shall be preserved in accordance with the city’s records retention schedule.
- (h) A social media site shall also contain a clear and conspicuous statement that the purpose of the site is to serve as a mechanism for communication between the city and its constituents and that all postings are subject to review and deletion by the city. The following content is not allowed and will be immediately removed and subject the poster to banishment from all city social media sites:
1. Comments not topically related to the particular social media article being commented upon;
 2. Comments in support of or opposition to political campaigns or ballot measures;
 3. Profane language or content;
 4. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 5. Sexual content or links to sexual content;
 6. Solicitations of commerce;
 7. Conduct or encouragement of illegal activity;
 8. Information that may tend to compromise the safety or security of the public or public systems; or
 9. Content that violates a legal ownership interest of any other party.

The city will approach the use of social media tools, software, hardware and applications in a consistent, citywide manner. All new tools, software, hardware and applications must be approved by IT.

- Administration of city social media sites. The IT Committee will maintain a list of social media tools which are approved for use by the city departments and staff.

Each Department will maintain a list of all city social media sites, including login and password information. Employees and officials will inform the Mayor and IT Committee of any new social media sites or administrative changes to existing sites.

The city must be able to immediately edit or remove content from social media sites.

For each social media tool approved for use by the city the following documentation will be developed and adopted:

- a. Operational and use guidelines
- b. Standards and processes for managing accounts on social media sites
- c. City and departmental branding standards

- d. Enterprise-wide design standards
- e. Standards for the administration of social media sites

(3) Non-City Social Media Sites

An employee may not characterize him or herself as representing the city, directly or indirectly, in any online posting unless pursuant to a written policy of the city or the direction of a supervisor.

The use of a city email address, job title, official City name, seal or logo shall be deemed an attempt to represent the city in an official capacity. Other communications leading an average viewer to conclude that a posting was made in an official capacity shall also be deemed an attempt to represent the city in an official capacity.

Any postings on a non-city social media site made in an official capacity shall be subject to the Tennessee Open Records Act and the Tennessee Open Meetings Act.

An employee or official posting on a social media site shall take reasonable care not to disclose any confidential information in any posting.

When posting in a non-official capacity an employee or official shall take reasonable care not to identify themselves as an official or employee of the city. When the identity of an employee or official posting on a non-city social media site is apparent, the employee or official shall clearly state that he or she is posting in a private capacity.

SECTION X – SEPARATIONS AND DISCIPLINARY ACTIONS

TYPES OF SEPARATIONS

All separations of employees from positions with the municipal government shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, layoff, disability, death, retirement, suspension and dismissal. At the time of separation and prior to final payment, all records, assets and other city property in the employee’s custody must be transferred to the department. Any amount due because of shortages shall be withheld from the employee’s final compensation.

This is not an employment contract. This document is a statement of current policies, practices, and procedures. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the city charter. The town of Ashland City reserves the right to change any or all such policies, practices, and procedures in whole or in part at any time, in accordance with the procedures included herein.

RESIGNATION

In the event an employee decides to leave the municipal government’s employ, a two (2) –week notice shall be given to his/her supervisor so that arrangements for a replacement can be made. An unauthorized absence from work for a period of three consecutive working days may be considered by the department head as a resignation.

On an employee's last day of work, the Department Head, Mayor and/or Human Resources Director is to complete the following process:

1. Contact police department to discontinue access to any city buildings.
2. Collect any city property such as cell phones, city badge, computers, tablets, etc.
3. Contact IT to set end date for city email.
4. Interview employee to determine reason for resignation, if applicable.
5. Contact HR by email to inform them of the employee's last day of employment.

If a former employee returns to municipal government employment, after 6 months, his/her status of seniority, pay, leave, etc., will be the same as any new employee beginning work for the first time.

LAYOFF

The Mayor or department head, if so designated by the Mayor, may lay off an employee in municipal government service when he/she deems it necessary by reason of a shortage of funds, abolishing a position, other material changes in the duties of organization of the employee's position, or related reasons that are outside the employer's control and that do not reflect discredit upon the employee's service.

A laid-off employee who is reinstated as a city employee within 90 days from the date he/she was laid off shall be reinstated with full benefits as if he/she had not been laid off.

DISABILITY

An employee may be separated due to a disability when he/she cannot perform the essential functions of the job because of a physical or mental impairment that cannot be accommodated without undue hardship or that poses a direct threat to the health and safety of others. Reasonable accommodations may include transfer to a comparable position for which the individual is qualified. Action may be initiated by the employee or the municipality, but in all cases it must be supported by medical evidence acceptable to the Mayor and City Council, and the disability must prevent the employee from performing the essential functions of the job. The city may require an examination at its expense to be performed by a licensed physician of its choice.

DEATH

Separation shall be effective as of the date of death of an employee. All compensation due in accordance with these rules shall be paid to the estate of the employee, except for such sums as by law must be paid to the surviving spouse.

RETIREMENT

Whenever an employee meets the conditions set forth in the retirement system's regulations, he/she may elect to retire and receive all benefits earned under the appropriate retirement system.

SUSPENSION

Pursuant to Chapter 25 of the Town of Ashland City Charter, an employee may be suspended without pay by the Mayor or department head if such authority is delegated by the Mayor, for reasonable cause. For suspensions of more than fifteen (15) days, a written statement of the reason for suspension shall be submitted to the employee. This notice shall also include notification that the employee may appeal to the City Council by filing with the City Clerk/Recorder, within 10 days, a written notice of his/her intention to appeal. The City Council shall hold a hearing within twenty (20) days after the notice of appeal is delivered by the employee. The votes of four (4) councilpersons, excluding the Mayor's vote, shall be required to override the suspension, and the action of the City Council shall be the final determination in the matter. If the suspension is overruled by the City Council, any loss of salary shall be paid to the employee. All records associated with a suspension shall become a permanent part of the employee's personnel file.

DISMISSAL

Pursuant to Chapter 25 of the Town of Ashland City Charter, an employee may be dismissed by the Mayor or department head if such authority is delegated by the Mayor, for reasonable cause. Reasons for dismissal may include, **BUT SHALL NOT BE LIMITED TO:** misconduct, negligence, incompetence, and insubordination, unauthorized absences, falsifying records, or violating any of the charter provisions, ordinances or these rules. Examples include:

1. Incompetency or inefficiency in performing duties;
2. Conviction of a criminal offense or of a malfeasance involving moral turpitude;
3. Violating any lawful and reasonable regulation, order, or direction made or given by a superior, or insubordination that constitutes a serious breach of discipline;
4. Being intoxicated, drinking any intoxicating beverages, or being under the influence of a drug or narcotic while on duty;
5. Theft, destruction, carelessness, or negligence of city property;
6. Disgraceful personal conduct or language toward the public, fellow officers, or employees;
7. Unauthorized absences or abuse of leave privileges;
8. Incapacity to perform the essential functions of a job because of a permanent or chronic physical or mental defect that cannot be accommodated;
9. Accepting any valuable consideration that was given with the expectation of influencing the employee in performing his/her duties;
10. Falsifying records or using official position for personal advantage;
11. Loss of an employee's driver's license and driving privileges by due process of law when the employee's position makes operating a motor vehicle necessary in performing his/her duties.

Prior to an employee's dismissal, a written statement of the reason for dismissal shall be submitted to the employee. This notice shall also include notification that the employee may appeal to the City Council by filing with the City Clerk/Recorder, within ten (10) days, a written notice of his/her intention to appeal. The City Council shall hold a hearing within twenty (20) days after the notice of appeal is delivered by the employee. The votes of four

councilpersons, excluding the Mayor's vote, shall be required to override the dismissal, and the action of the City Council shall be the final determination in the matter. If the dismissal is overruled by the City Council, the employee shall be reinstated to his/her previous position, and any loss of salary shall be paid to the employee. All records associated with a dismissal shall become a permanent part of the employee's personnel file.

This is not an employment contract. This document is a statement of current policies, practices, and procedures. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the city charter. The town of Ashland City reserves the right to change any or all such policies, practices, and procedures in whole or in part at any time, in accordance with the procedures included herein.

EXIT INTERVIEWS

All separating employees are encouraged to attend an exit interview with the Mayor. The main purpose of this interview is to ascertain whether the reason for an employee's separation is founded on a misunderstanding that might be corrected by either the city or the employee. Any information that may improve future working conditions in the city is always welcome.

GRIEVANCE PROCEDURES

A grievance is defined as an employee's feeling of dissatisfaction and any differences, disagreements, or disputes arising between an employee and his/her supervisor and/or employer regarding some aspect of his/her employment, application or interpretation of regulations and policies, or some management decision affecting him/her. **A grievance can be something real, alleged, or a misunderstanding** concerning rules and regulations or an administrative order involving the employee's health, safety, physical facilities, equipment or material used, employee evaluation, promotion, transfer, layoff, recall, and any other related items. Such misunderstandings, complaints, points of view and opinions will be considered a grievance, except in cases where they relate to personnel actions arising out of pay, suspension and dismissal.

It is the city's desire to address grievances informally. Both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be occasional grievances that will be resolved only after a formal appeal and review. Employees who have a grievance may discuss it with their immediate supervisor, a higher-level supervisor, and/or the department head.

Employees must remember that there is no grievance until the department head or other appropriate person has been made aware of the dissatisfaction. Every employee may present a complaint or grievance under the provisions of the grievance procedures free from fear, interference, restraint, discrimination, coercion or reprisal.

Steps of the grievance procedure are as follows:

1. **STEP ONE:** The employee makes an oral or written presentation of the complaint or grievance to the immediate supervisor. It shall be the supervisor's responsibility to

- promptly investigate the circumstances surrounding the grievance, discuss the matter with the appropriate department head and take action, if possible. The supervisor shall inform the employee of the decision and any action taken. The supervisor shall prepare a written report of the complaint or grievance and provide a copy of it to the department head. Any supervisor in the chain-of-command shall attach his/her recommendation regarding the unresolved complaint or grievance if it proceeds to a higher level.
2. **STEP TWO:** If the grievance cannot be resolved on an informal basis between the employee and supervisor, the employee may proceed to the second procedural step. Before proceeding, an employee must reduce the complaint or grievance to writing and request that the written statement be delivered to the department head. If an employee wishes a hearing, the department head will hold such hearing and provide a written response to the employee and the immediate supervisor within five (5) days of being notified of the grievance.
 3. **STEP THREE:** If the grievance is not resolved with the department head, the employee may request in writing a hearing with the Mayor. The Mayor's decision shall be communicated to the employee, department head and all other supervisory personnel involved in steps one and two. The Mayor's decision is the final step and shall be binding to all parties involved.

GRIEVANCE AND APPEAL RESPONSIBILITIES

The Mayor is responsible for acting on appeals promptly and assisting employees in expediting appeals through the process. Only employee suspensions and dismissals may be appealed to the City Council. Only the Mayor and City Council may make the final decision to deny an appeal.

A. POLICIES GOVERNING GRIEVANCE AND APPEALS PROCEDURES

An employee with a grievance shall be notified in writing of his/her rights to:

1. A grievance or appeals hearing as specified in this policy;
2. Receive written notification of the reason for the action that led to the grievance;
3. Be represented at all stages of the grievance proceedings by legal counsel retained at the employee's expense;
4. Present witnesses in his/her own behalf and cross-examine witnesses in support of the municipal government's action;
5. Examine and copy all documents that will be used by the municipality as justification for its actions;
6. Be free from threats, coercion, intimidation, or discrimination from other employees because he/she has made complaints, testified, or assisted in any manner in the above-stated grievance and appeals procedures.

B. RECORDS

Records shall be made of all procedures pertaining to all grievance actions and these records shall be maintained in the city's permanent files by the City Clerk/Recorder.

SECTION XI – AMENDMENTS TO THE PERSONNEL RULES

AMENDMENTS

Amendments or revisions of these rules may be recommended for adoption by the Mayor. Such amendments or revisions of these rules shall become effective after public hearing and approval by resolution of the governing body.

SEVERABILITY

Each section, subsection, paragraph, sentence and clause of this policy document is hereby declared to be separable and severable. The invalidity of any section, subsection, paragraph, sentence or clause shall not affect the validity of any other portion of these rules and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted.

SPECIAL NOTE

These personnel policies are believed to be written within the framework of the charter of the Town of Ashland City, but, in case of conflict, the charter takes precedence.

These personnel rules and regulations are for information only. This is not an employment contract. This document is a statement of current policies, practices and procedures. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the city charter. These personnel policies, rules and regulations shall be reviewed periodically. The employer reserves the right to change any or all such policies, practices and procedures in whole or in part at any time, with or without notice to employees.

WAGE & SALARY POLICY

A copy of the city's wage & salary policy is on file with the city recorder's office. The content within the wage & salary policy is detailed for accounting purposes and is the standing policy on wage & salary.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 11.01 OF CHEATHAM COUNTY TAX MAP 64, LOCATED ON HIGHWAY 12 SOUTH AND CALDWELL ROAD

WHEREAS, the Town of Ashland City has recognized the need to reclassify certain parcels located within its corporate limits to a zoning district classification more appropriate to the existing land use and the surrounding area in an effort to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of general welfare; and

WHEREAS, a request has been made to the Ashland City Municipal-Regional Planning Commission to rezone said properties; and

WHEREAS, the Ashland City Municipal-Regional Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:

SECTION 1. Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The property included on Tax Map 64, Parcel 011.01, located on Highway 12 South and Caldwell Road rezoned from R-1 (Low-Density Residential) zoning district to the PO-PUD (Professional Office- Planned Unit Development) district, as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of May 2020.

This area to be zoned PO-PUD is marked with a red "X" and shown on the map below.

SECTION 2. This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

Recommended by Ashland City Municipal-Regional Planning Commission regularly called meeting on February 3, 2020.

First Reading March 10, 2020

Second Reading April 14, 2020

Public Hearing April 14, 2020

Public Hearing Advertisement

ATTEST:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC



Pickleball

From Wikipedia, the free encyclopedia

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Pickleball



[Play media](#)

Highest governing body	International Federation of Pickleball ^[1]
First played	1965, Bainbridge Island, Washington
	Characteristics
Contact	No
Team members	Singles or doubles
Mixed gender	Yes, separate singles and doubles & mixed doubles
Type	Racquet sport , Paddleball sport
Equipment	PickleBall , Pickleball Paddle
Venue	Indoor or outdoor badminton court with a tennis type net
	Presence
Country or region	United States , Canada , United Kingdom , India , Spain , Finland , France , Belgium , New Zealand , Australia , Republic of Ireland , Italy , Germany , Shenzhen , Hongkong , Taiwan , South Korea , Scotland , Pakistan , Singapore , Philippines , Poland
Olympic	No
Paralympic	No

Pickleball is a paddleball sport (similar to a [racquet sport](#)) that combines elements of [tennis](#), [badminton](#), and [table tennis](#).^[2] Two or four players use solid paddles made of wood or composite materials to hit a perforated polymer ball, with 26-40 round holes, over a net. The sport shares features of other racquet sports: the dimensions and layout of a [badminton court](#), and a net and rules somewhat similar to tennis, with several modifications. Pickleball was invented in the mid 1960s as a children's backyard game.^[3]

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- [4 Terminology](#)
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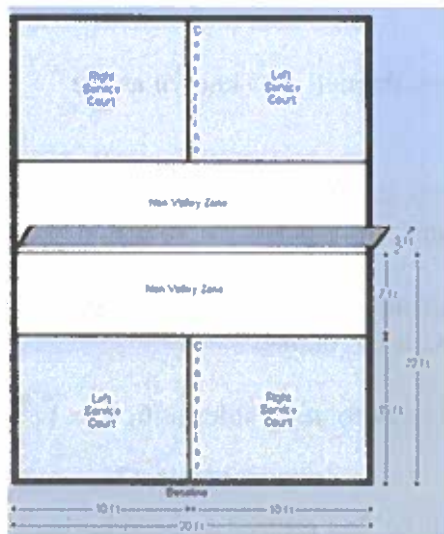
History

The game started during the summer of 1965 on [Bainbridge Island, Washington](#), at the home of [Joel Pritchard](#), who later served in Congress and as lieutenant governor.^[4] He and two of his friends, Bill Bell and Barney McCallum, returned from [golf](#) and found their families bored one Saturday afternoon. They attempted to set up badminton, but no one could find the [shuttlecock](#). They improvised with a [Wiffle ball](#), lowered the badminton net, and fabricated paddles of plywood from a nearby shed.^{[5][6][7]}

McCallum made the first paddles that were specifically for paddleball on his basement bandsaw. He tried several alternative paddles, but one he called "M2" became the paddle of choice for most players.^[8] In 1972, McCallum incorporated Pickle-Ball, Inc. and manufactured wooden paddles to help grow the sport. His son David McCallum now runs the business, which is headquartered in [Kent, Washington](#).^[9]

Some sources claim that the name "Pickleball" was derived from that of the Pritchard's family dog, Pickles, or from the term "pickle boat".^{[5][7]} According to Joan Pritchard, Joel Pritchard's wife, "The name of the game became Pickle Ball, after I said it reminded me of the Pickle Boat in crew where oarsmen were chosen from the leftovers of other boats. Somehow the idea the name came from our dog Pickles was attached to the naming of the game, but Pickles wasn't on the scene for two more years. The dog was named for the game, but stories about the name's origin were funnier thinking the game was named for the dog."^[10]

Court



court dimensions

The pickleball court^[11] is similar to a doubles badminton court. The actual size of the court is 20 by 44 feet for both doubles and singles. The net is hung at 36 inches on the ends, and 34 inches at center. The court is striped like a tennis court, with no alleys; but the outer courts, and not the inner courts, are divided in half by service lines. The inner courts are non-volley zones and extend 7 feet from the net on either side.^[12]

Play



Pickleballs

The ball is served^[13] with an underarm stroke so that contact with the ball is made below waist level (waist is defined as the navel level) in an upward arc. The server hits from behind the baseline on one side of the center line and aims diagonally to the opponent's service court (as in the figure on the right).

Only the serving side may score a point. Play ends for a point when one side commits a *fault*.^[14] Faults include:

- not hitting the serve into the opponent's diagonal service court
- not hitting the ball beyond the net

- not hitting the ball before the 2nd bounce on one side of the net
- hitting the ball out of bounds
- volleying the ball on the service return
- volleying the ball on the first return by the serving side
- stepping into the non-volley zone (the first seven feet from the net, also known as the 'kitchen') in the act of volleying the ball.

A player may enter the non-volley zone to play a ball that bounces and may stay there to play balls that bounce.^{[12]A-22} The player must exit the non-volley zone before playing a volley.

The first side scoring 11 points leading by at least two points wins the game. If the two sides are tied at 10 points apiece, the side that goes ahead by two points wins the game.^[15]

Tournament games may be played to 11, 15 or 21 points with players rotating sides at 6, 8 or 11 total points respectively.

The server or server and partner usually stay at the baseline until the first return has been hit back and bounced once.

At the beginning of a doubles game before any serving, the score is 0-0. Then the side serving first gets only one fault before their side is *out*, meaning that their opponents serve next. After the first fault each side gets 2 faults (one for each team member serving) before their side is "out".

In singles play, each side gets only one fault before a side out and the opponent then serves. The server's score will always be even (0, 2, 4, 6, 8, 10...) when serving from the right side, and odd (1, 3, 5, 7, 9...) when serving from the left side.^{[12]A-15}

Para-Pickleball, or wheel chair pickleball, was officially recognized as a competitive branch of Pickleball by the United States of America Pickleball Association in 2016. Rules for those in wheelchairs are similar to the standing rules with minor alternatives. The player's wheelchair is considered to be part of the player's body and all applicable rules that usually apply to the body will also apply to the player's wheelchair. A pickleball player in a wheelchair is allowed two bounces instead of the one a standup player would receive. When a player in a wheelchair is serving the ball, they must be in a stationary position. They are then allowed one push before striking the ball for service. When the player strikes the ball, the wheels of the wheel chair shall not touch any baselines, sidelines, center lines or the extended center or sidelines. When there is a mixed game of those in wheelchairs and those standing, the applicable rules apply for those players respectively. Standing players will adhere to the standing pickleball rules and the wheelchair players will adhere to the wheelchair pickleball rules.^[16]

RESOLUTION # 2020-

A RESOLUTION TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY COORDINATOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the Town of Ashland hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE TOWN OF ASHLAND CITY that the Occupational and Health Program Plan is hereby amended as follows:

TITLE:

This section shall be known as “The Occupational Safety and Health Program Plan” for the employees of Town of Ashland City.

PURPOSE:

The Town of Ashland City in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement;
 - b) Continually analyze the worksite to identify all hazards and potential hazards;
 - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
 - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.
- 6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of Town of Ashland City shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the Town of Ashland City are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, Town of Ashland City is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the Town of Ashland City.

SEVERABILITY:

SECTION 2. **BE IT FURTHER RESOLVED** that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. **BE IT FURTHER RESOLVED** that this resolution shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by

law, the general welfare of the Town of Ashland City requiring it.

We, the undersigned City Council members, meeting in Regular Session on this 11th day of February, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Steve Allen, Mayor

City Recorder Kellie Reed, CMC, CMFO

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE EMPLOYEES OF THE TOWN OF ASHLAND CITY

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I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of the Town of Ashland City.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The Town of Ashland City in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means the Town of Ashland City and includes each administrative department, board, commission, division, or other agency of the Town of Ashland City.
- c. SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or SAFETY DIRECTOR means the person designated by the establishing resolution, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of the Town of Ashland City.
- d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.
- f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as volunteers, provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal

representatives of any organized group of persons.

- h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:
 - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
 - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.
- n. CHIEF EXECUTIVE OFFICER means the chief administrative official, County Judge, County Chairman, County Mayor, City Mayor, City Manager, General Manager, etc., as may be applicable.

III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from and unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to insure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety of others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
 1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
 3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
 4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development

required by subsection (g) of Section 1 of this plan.

6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
 8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
 9. **The Safety Director shall, in the eventuality that there is a fatality or an accident resulting in the hospitalization of three or more employees, insure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
 3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
 4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
 3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
 4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.

5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
 1. The employer
 - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
 - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
 - iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.
 2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and click on Recordkeeping Forms located on the home page. The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan. Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety

Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.

- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

- a. Safety Director and/or Compliance Inspector(s):
 1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
 2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.
- b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

 1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
 2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids or gases, explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
 3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
 4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress; and Drowning.
 5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or

- exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
- ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
- iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Resolution, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
 - 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
 - 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
 - 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
 - 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
 - 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.

2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
 1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
 5. The imminent danger shall be deemed abated if:
 - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
 6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
 1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
 2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
 1. Issue an abatement order to the head of the worksite.
 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
 1. The standard, rule, or regulation which was found to be violated.
 2. A description of the nature and location of the violation.
 3. A description of what is required to abate or correct the violation.
 4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible

parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
 1. Oral reprimand.
 2. Written reprimand.
 3. Suspension for three (3) or more working days.
 4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (resolution, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30-day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, resolution, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, resolution, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

Signature: Safety Director, Occupational Safety and Health and Date

APPENDIX - I WORK LOCATIONS

Police Department - 18 employees
233 Tennessee Waltz Pkwy
Suite 101
Ashland City, TN 37015
615-792-6455

Parks Dept. - 3 employees
233 Tennessee Waltz Pkwy
Suite 103
Ashland City, TN 37015
615-792-2655

Public Works
(Street, Water & Sewer) – 12 employees
233 Tennessee Waltz Pkwy
Suite 103
Ashland City, TN 37015
615-792-7553

Water Plant - 5 employees
108 Adkisson St.
Ashland City, TN 37015
615-792-5750

Sewer Plant - 3 employees
199 Rhea St.
Ashland City, TN 37015
615-792-3074

Fire Dept. (station #2) - 1 employee
200 Little Marrowbone Rd.
Ashland City, TN 37015
615-792-4211

Fire Dept. - 11 employees
101 Court St.

Ashland City, TN 37015
615-792-4211

City Hall / Recorder Dept. 7 employees
101 Court St.
Ashland City, TN 37015
615-792-4211

Court Dept. - 5 employees
101 Court St.
Ashland City, TN 37015
615-792-4211

Codes Dept. - 2 employees
101 Court St.
Ashland City, TN 37015
615-792-4211

Senior Center - 4 employees
104 Ruth Dr.
Ashland City, TN 37015
615-792-3629

TOTAL NUMBER OF EMPLOYEES: 71

APPENDIX – II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF THE TOWN OF ASHLAND CITY

The Tennessee Occupational Safety and Health Act of 1972 provide job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director or _____.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before _____ for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of the Town of Ashland City is available for inspection by any employee at the office of the Safety Director during regular office hours.

Mayor Steve Allen

Date

APPENDIX - III PROGRAM PLAN BUDGET

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that the Town of Ashland City has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX – IV ACCIDENT REPORTING PROCEDURES

Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan.

Resolution 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY
UPDATING THE LONGEVITY PAYMENT SECTION IN THE WAGE AND
SALARY POLICY GOVERNING EMPLOYMENT WITH THE TOWN OF
ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has previously adopted Resolution 2017-31 establishing a Wage and Salary Policy designed to provide a means to select, develop and maintain an effective municipal work force; and

WHEREAS, the City Council for the Town of Ashland City wishes to amend the longevity payment schedule; and

WHEREAS, the Personnel System requires that the Wage and Salary Policy shall be updated and approved by City Council.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the Wage and Salary Policy, attached hereto, is hereby amended and approved and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 10th day of March, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC

Town of Ashland City Wage and Salary Policy

I. Purpose

The pay plan is intended to provide fair compensation for all employees in consideration of pay ranges for other employees, general pay rates for similar employment in private establishments and other public jurisdictions in the area, cost of living data, the financial condition of the municipality and other factors. Further this plan is intended to provide guidelines for the administration of employee salaries, including starting pay rates, pay increases, promotional increases, and other salary adjustments.

II. Policy Objectives

This policy is intended to promote the following:

- A. Ensure competitive pay practices to allow the Town of Ashland City to effectively compete in the market for the talent needed to meet and exceed its performance standards.
- B. Ensure fair and unbiased treatment of employees relative to pay administration.
- C. Ensure that Town of Ashland City salary expense is consistent with taxpayers' expectations for reasonable labor costs.

III. Composition

The pay plan for the Town of Ashland City shall consist of minimum and maximum pay rates for comparable positions. The pay plan is documented in the wage & salary policy, see addendums.

IV. Maintenance of the Pay Plan

The Mayor will, from time to time, make comparative studies of all factors affecting the level of salary ranges and will recommend to the City Council such changes in the salary ranges as appear to be in order.

V. Job Descriptions

A written job description is to be developed and maintained for each position recognized by the Town of Ashland City. Job descriptions are to follow the prescribed format (see Exhibit D). Once a year job description is to be reviewed by incumbents and supervisors to ensure they are up to date. Supervisors are responsible for accurate up-to-date job documentation.

VI. Employee Classifications

1. **Exempt Employees** – An employee is exempt from the overtime provisions of the Fair Labor Standards Act, if they are classified as an executive, professional or administrative and meet specific criterion for exemption and must be paid at least \$684 weekly. All salaried positions are required to work a minimum of eighty (80) hours per pay period, at their office or city property, unless otherwise approved by the Mayor. Any time less than eighty (80) hours is to be made up using leave (Vacation, Sick, or Holiday leave) with prior approval by the Mayor. ~~Salaried employees who work additional time above the required eighty (80) hours in a pay period may flex their time.~~

2. **Non-exempt Employee** – An employee who is not exempt from the overtime provisions of the Fair Labor Standards Act. A non-exempt employee is entitled to receive overtime for all hours worked beyond 40 in a workweek (except as FLSA allows for police officers and fire fighters.)

Overtime- When it becomes necessary for an employee to work overtime hours, regular employees, part-time employees, and temporary employees shall be paid according to the prevailing salary schedule. Overtime work will be compensated according to the FLSA provisions at a rate of 1 ½ times the employee’s regular rate. Overtime work may also be paid with compensatory time at a rate of 1 ½ times the hours worked in accordance with the FLSA. Non-emergency overtime work must be authorized in advance by the Mayor or department head. Employees exempt from the overtime requirements of the FLSA will not receive overtime compensation, with the exception of emergency pay in the event of a disaster. All compensation time must be paid/used by the end of the fiscal year. Overtime for non-exempt employees is paid for hours worked over 40 per week. Exceptions are made by FLSA for police officers and fire fighters on different shifts. Overtime must be authorized in advance. Sick time is not counted as hours worked for overtime calculations.

Compensatory Time – Overtime may be paid as monetary compensation, compensatory time or any combination of money and compensatory time equivalent so long as the premium pay is at least ‘time and one-half’. There must be an agreement of payment before the overtime is worked. An employee may not accrue more than 150 hours of compensatory time. Upon termination, an employee must be paid for compensatory time accrued.

On-Call Pay- When an employee is on call, he/she will receive compensation based on the number of days in the weekend. If the employee is on call during a two-day weekend, he/she will receive a payment of forty-eight (48) dollars additional pay on their paycheck. For three-day weekends seventy-two (72) dollars on call pay and for four-day weekends ninety-six (96) dollars on call pay. If the employee is called in to work during the on-call week, they will receive two hours on call pay calculated based on the on-call rate formula set by federal wage policy.

Call-In Pay- When employees are called into work for emergencies, regardless of hours worked during the regularly scheduled workweek, he/she will receive call in pay based on 1 ½ times the employee’s regular pay rate.

3. **On-Duty** – An employee is considered ‘on-duty’ at any time for which the City compensates the employee, which includes lunch and breaks for police officers and fire fighters. All other employees are not compensated for lunch.

Emergency Pay – The city shall provide its employees who are considered “exempt” under the Fair Labor Standards Act with emergency pay for every hour worked in excess of forty (40) hours during their normal work when responding to an officially declared local, state or federal disaster or state of emergency. Emergency pay shall only be provided for performing essential services as approved by the Mayor at his or her discretion that the need for disaster or emergency response has ended.

Documentation – To assist the Federal Emergency Management Agency (FEMA) reimbursement process, exempt employees receiving emergency pay shall maintain accurate and detailed documentation defining the duties performed and the hours worked.

VII. Pay Table

A. Number of Pay Grades

Pay is to be administered within ten classifications or pay grades.

B. Pay Ranges

Each pay grade falls within a pay range. Pay ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.

C. Adjustment of Pay Table

The pay table is subject to review on an annual basis and will be adjusted if necessary to ensure that the Town's pay practices remain competitive with changes in labor market conditions. As appropriate, this review will consist of:

- Gathering comparative salary data for benchmark jobs from published sources or direct contacts with competing employers,
- Comparing market salary data obtained for each benchmark job with the corresponding pay range, and
- If necessary, adjusting the pay ranges approximate market value for jobs in each pay range, or, if appropriate, amending the pay range.

D. Assignment of Positions

Each position is to be assigned to the pay grade for which best matches the competitive market value for the job. Deviations may be made if strategic business considerations dictate that certain positions (not employees) should be valued differently than their market value.

VIII. Rates of Pay

In accordance with the Fair Labor Standards Act (FLSA), no employee, whether full-time, part-time, or probationary, shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

A. Salary Rates

Salary ranges, as seen in Exhibit II, are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.

B. Starting Rates

The minimum rate established for a class is the normal hiring rate except in those cases where unusual circumstances (such as inability to fill the position at the hiring rate or exceptional qualifications of an applicant) appear to warrant employing an individual at a higher rate in the pay range. Any department head desiring to appoint an applicant to start at a salary above the minimum must submit justification to the Mayor for approval. Such appointments shall be made only in exceptional cases as decided by the Mayor and/or governing body only after the current pay rates, qualifications, and skill levels of existing job incumbents are carefully considered.

C. Rates Above the Pay Range

Each pay range is intended to serve as a guideline for management for the highest pay rate the Town of Ashland City will normally pay an employee for a particular job.

D. Rates Below the Minimum

It is possible that employees' pay rates, probably for recent hires, will occasionally fall below the pay range upon adjustment of the pay table (see IV C above). Normally, the pay rates of such employees will be immediately adjusted to the new pay range at the time the new pay table becomes effective.

E. Hourly Rates

Employees paid on an hourly rate basis excluding salaried exempt employees as set out by the Department of Labor are paid for all time actually worked. The Mayor and City Council shall appropriate by budget all salaries paid by the city. Due consideration shall be given to duties performed, responsibilities, technical knowledge, and skills required to perform the work satisfactorily, the labor market, and availability of people having the desired qualifications.

IX. Timesheets

It is the responsibility of the employee to complete timesheets accurately reporting hours worked, paid time off taken, overtime, and on call pay. Any unpaid leave should be approved by the mayor or immediate supervisor and will be notated on the timesheet. Employee paychecks are issued by what is reported on the timesheet to the finance department. The immediate supervisor will review and sign the timesheet for accuracy. As stated in the Employee Manual, Section II. Employment Subsection O. Attendance, "Employees found cheating on their timesheets will be subject to immediate dismissal."

X. Pay Adjustments

A. Pay Increases

1. Eligibility

All non-probationary full-time and part-time employees in good standing whose current pay rate is within pay range are eligible for a pay increase in July each year, subject to appropriation by City Council as part of the annual budget process. Employees who have been placed on disciplinary status or who have not received a good standing annual evaluation will not receive a pay increase. For recently hired employees still on probationary status, eligibility for pay increase is to be delayed until the end of their probationary period.

Note: Jobs requiring employees earn certification per state regulations- An employee who has **not** earned certification in a job that **requires** it. The employee will be ineligible for any pay increase until after the time frame in which certification is earned as stated in the job description. In such cases an employee's pay rate would be adjusted to the appropriate pay rate once the employee receives certification.

2. Pay Increase Amount

The base pay rate of employees eligible to receive a pay increase will be increase as determined and at the discretion of the department head and mayor based on evaluation and merit. All pay increases will then be presented to the council for approval and justification during the annual budget appropriation process.

3. Pay Increases-Employees on Leave of Absence

Scheduled pay increases will be postponed for employees on approved non-job related medical or personal leave of absence until they return to work. Pay increases will be postponed beyond the date of return to work in cases where such absence exceeds four months (will normally be postponed one additional month for every month of leave beyond four). Pay increases will not be delayed for worker's compensation related medical leave of absence.

4. Pay Increases-Employees on Light Duty

Employees in light duty positions are eligible for a pay increase.

B. Pay Table Adjustment Increases

As indicated in IV C above, the pay table may be adjusted periodically to keep pace with the labor market. This adjustment will be effective July 1 (the beginning of the fiscal year) after receiving City Council approval voted on by resolution.

C. Longevity Payments

1. Eligibility

Full-time employees after three years of service will begin receiving a longevity payment of \$100 per year of service, subject to appropriation by City Council as part of the annual budget process.

Part-time employees after three years of service will begin receiving a longevity payment of \$50 per year of service, subject to appropriation by City Council as part of the annual budget process.

2. Payment Date

The longevity payment is to be paid in the month of November.

3. Withholdings

Longevity payments will be subject to standard tax withholding excluding retirement.

D. Promotional Increases

1. Definition of Promotion

Placement of an individual in a job which is in a pay grade that is higher than the individual's current pay grade will be considered a promotion. (Temporary job reassignments of less than six months will not normally be considered a promotion.)

2. Increase Amount

Upon promotion the individual's salary is to be adjusted to reflect the increased demands and responsibility of the new position. Normally, the employee's pay rate will be increased to represent at least a 5% increase over his/her current pay rate as determined appropriate by the mayor and department head.

E. Temporary Reassignment

Adjustments to pay rates of employees assigned temporarily (for less than six months) to perform work of higher-level jobs will be made at the discretion of management.

F. Lateral Job Reassignments

Reassignment from one job to another in the same pay grade will be considered a lateral move. No immediate adjustment to pay will be made.

G. Demotions or Reassignment to a Lower Pay Grade

Demotions occur when an employee is returned or transferred to a position in a lower pay grade. Additionally, employees may voluntarily ask to move to a job in a lower pay grade, perhaps through the job posting/bidding process. If an employee was promoted and subsequently returns to the original (lower) job, his/her pay rate would be adjusted to the rate it would equal if the promotion had not occurred. Whether or not a reduction in pay should occur in other situations depends on consideration of the following:

1. Was the demotion related to employee's performance or to a reduction in force or organizational change?
2. How will the employee's pay rate compare with pay rates of other incumbents in a lower graded job or similar jobs?
3. How long has the employee been in the higher-level job?
4. What has been the Town of Ashland City's past practice in similar situations?

It is often sound practice to reduce the employee's pay rate to be consistent with rates of pay of other incumbents in the new job who possess similar skills and tenure.

H. Re-Classification of Position

A review of market salary data for the purpose of adjusting the pay table or at any other time may suggest that a job should be re-classified to a higher or lower pay grade. Normally, consistent data obtained for two periods over a span of eighteen to twenty-four months are required to confirm such a trend and justify re-classification. This may occur as the job responsibilities evolve over time. Section "G" above would apply to re-classification of a job to a lower pay grade. For an employee whose position was re-classified to a higher pay grade, the employee's pay would be adjusted in the pay range closest to but no less than his/her current pay rate. Significant changes in job responsibilities within a short time period will normally be treated as a promotion.

XI. Paychecks

All employees of the Town of Ashland City shall be issued pay on a biweekly basis. If you have questions about your work time, salary or paycheck, call it to the attention of the City Clerk/Recorder within the pay period in question or immediately thereafter. Checks are picked up from each department by department head each pay day. If you are absent on payday and wish to have someone else obtain your check for you, you may give a verbal confirmation authorizing the city to give your check to the bearer.

1. **Final Paycheck** – The final paycheck for a resigning employee will be made available on his/her regular payday.
2. **Lost Paychecks** – Employees are responsible for their paychecks after they have been issued. Checks lost or otherwise missing should be reported immediately to the City Recorder so that a stop payment order may be initiated. The Recorder will determine if and when a new check should be issued to replace a lost or missing check. Cost of stop payment of check will be paid by the employee.
3. **Unclaimed paychecks** – Paychecks not claimed by employees within ten (10) days of the date issued must be returned by the supervisor to the City Recorder.

XII. Payroll Deductions

The following deductions will be made when authorized by an employee:

1. **Federal Income Tax**: Federal taxes are withheld from employees' paychecks based on the number of dependents claimed by each individual. Employees are required to keep on file with the municipal government a copy of the W-4 form. In the event of changes in the employee exemption status, a revised W-4 must be filed before payroll deduction adjustments will be made.
2. **Social Security/Medicare**: Social Security payments and deductions will be made according to the Social Security Act. The City Recorder shall keep such records and make such reports as may be required by applicable state and federal laws or regulations.
3. **Other**: Other City authorized deductions will be made from an employee's pay only with the employee's signed consent or as required by law.
 - a. Medical insurance
 - b. Life insurance
 - c. Vision insurance
 - d. Supplemental insurance
 - e. Additional life insurance
 - f. Deferred compensation payments
 - g. Dental insurance
 - h. Child support garnishments
 - i. Any other garnishments or deductions agreed to or required by law
 - j. TCRS Retirement will be taken out of an employee paycheck after 30 day's employment at a rate of 5% of gross total per paycheck.

- k. Any court order for garnishments or child support will be taken as ordered by the court.
- l. Other city-authorized deductions may be made from an employee's pay only with the employee's signed consent.

If all leave has been exhausted, an employee must make arrangements to cover any premiums or deductions not covered by the city's umbrella plan. Additional coverages being paid by the city is done as a courtesy and benefit for the employee but is not the responsibility of the city. These are the responsibility of the employee. Arrangements must be made with the City Recorder before the leave is exhausted. The city will not continue to pay additional premiums or deductions, if the employee has made no arrangement. Any arrangement for repayment will not exceed 6 months without approval from the Mayor.

EXHIBIT 1
The Town of Ashland City Job Description Format

JOB DESCRIPTION

Town of Ashland City
(Department)
(Location)

CLASSIFICATION TITLE:	(Job Title)
DEPARTMENT:	(Department)
REVISION DATE:	(Last date of Council Approval)
REPORTS TO:	(Department Head's Title)
EMPLOYMENT STATUS:	(Full-time or Part-time)
FLSA STATUS:	(Exempt or Non-exempt)
PAY RANGE:	(Pay Grade)

JOB SUMMARY

(A brief one or two sentence description of the purpose of the job)

ESSENTIAL DUTIES AND RESPONSIBILITIES

(Brief statements, in descending order of importance based on frequency and impact, of the essential job functions. Essential function are those:)

- (For which the position exists to perform ex: data entry operator job exists to operate computer keyboard to input data)
- (For which there are a limited number of other employees available to perform the function)
- (Highly specialized in nature requiring incumbents to be hired specifically because of the skill or ability to perform them)

QUALIFICATIONS

(Brief description of the following job requirements)

- (Education)
- (Experience)
- (Certificates, Licenses, Registrations which include time allowed to become certified)
- (Special Requirements)

REQUIRED KNOWLEDGE AND ABILITIES

(Brief description of required knowledge, skills, and abilities)

EQUIPMENT OPERATED

- (Computer, printer, various office machines (phone, calculator, copier, etc.)
- (software)
- (Microsoft Office Suites)
- (Cell phone)

WORKING CONDITIONS

- (Working conditions are in an office environment)
- (Working environment is office setting with some lifting of office supplies weighing up to 20lbs)
- (Located in a busy office, faced with constant interruptions)

USUAL PHYSICAL DEMANDS

(Brief description of requirements for lifting, walking, sitting, seeing, hearing, reaching, feeling, and talking)

EMPLOYEE AWARENESS

- Implement and assure adherence to The Town of Ashland City policies and procedures regarding Equal Employment Opportunity.
 - Adheres to The Town of Ashland City initiative on business ethics and conduct.
 - Adheres to federal/state laws and relations regarding MSDA, OSHA and EPA compliance.
-

This is not necessarily an exhaustive list of all responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job, or to require that other, or different tasks be performed when circumstances change (i.e. emergencies, changes in personnel or workload, etc.).

MANAGEMENT APPROVAL

Manager's Signature

____/____/____
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

Employee's Signature

____/____/____
Date



EXHIBIT II

Town of Ashland City Pay Table

Pay Grade	Job Title		Pay Range		
			Starting Salary	Midpoint	Highest Salary
10	Public Utilities/Public Works Director		\$66,090.00	\$77,753.00	\$100,107.00
9	City Recorder	Fire and Codes Director	\$59,141.00	\$69,577.00	\$85,998.00
	Police Chief				
8	Deputy Fire Chief	Court Clerk	\$52,923.00	\$62,262.00	\$80,163.00
	Assistant Police Chief	Parks Director			
	Financial Director Manager				
7	Fire Marshal	Wastewater Plant Chief Operator	\$47,358.00	\$55,715.00	\$71,734.00
	Water Plant Chief Operator	Fire Department Captain			
	Police Detective	Building Inspector			
6	Building Codes Officer	Senior Center Director	\$42,378.00	\$49,857.00	\$61,623.00
	Utility Maintenance Supervisor	Waste Water Plant Operator III			
	Water Plant Operator III	Police Sergeant			
	Firefighter II/Paramedic				
5	Street Maintenance Supervisor	Police Corporal	\$37,923.00	\$44,615.00	\$55,145.00
	Mechanic II	Firefighter II			
	Water Plant Operator II	Part-time Firefighter			
	Lead Accounting Clerk	Waste Water Plant Operator II			
4	Administrative Assistant (Fire)	Administrative Assistant (Police)	\$33,935.00	\$39,924.00	\$49,347.00
	Cross Connection Coordinator	PW/PU Administrative Assistant			
	Senior Equipment Operator	Parks Maintenance Supervisor			
	Mechanic I	Building Maintenance Assistant			
	Water Distribution/Waste Water Collection Specialist	Court Officer			
		Police Officer			
	Athletic Supervisor	Firefighter I			
	Lead Deputy Court Clerk	Accounting Clerk II			
Assistant Senior Center Director					
3	Water/Wastewater Distribution/Collections Assistant	Accounting Clerk I		\$35,726.00	\$44,158.00
		Police Clerk			
	Water Plant Operator I (no license)	Streets Maintenance Assistant			
	Judicial Commissioner	Deputy Court Clerk I			
	Waste Water Plant Operator I (no license)	Administrative Assistant (Mayor's Office)			
2	Senior Center Activities Coordinator		\$27,174.00	\$31,969.00	\$39,514.00
1	Janitor		\$21,760.00	\$25,600.00	\$31,642.00

Resolution 2020-

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE TOWN OF
ASHLAND CITY TO AMEND THE CHARTER WHICH WAS LAST AMENDED
IN 2018 BY THE PRIVATE ACTS OF THE GENERAL ASSEMBLY OF THE
STATE OF TENNESSEE**

WHEREAS, the City Mayor and the City council for Ashland City, Tennessee desire to amend their current Charter in order to better effectuate the policy and procedures of Ashland City as well as comply with State law; and

WHEREAS, the following changes are set out in the attached document which is hereby made Exhibit A to this resolution; and

WHEREAS, the Mayor and Council request the General Assembly to amend their current Charter with the proposed changes.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of Ashland City, Tennessee that the revised Charter, as attached hereto, is hereby approved to be presented to the General Assembly of the State of Tennessee for adoption.

We, the undersigned City Council members, meeting in Regular Session on this 10th day of March 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC

Approved as to legality:

City Attorney Jennifer Noe

Section 1. The inhabitants residing within the corporate limits and boundaries hereinafter referred to, defined and established as the Town of Ashland City, Tennessee, shall be, and shall continue to be, a body politic and corporate under the name and style of "Ashland City, Tennessee," and this Act shall constitute the complete Charter of said Town. The Town of Ashland City shall have perpetual succession, may sue and be sued, plead and be impleaded, in all courts of law and equity, and in all actions whatsoever, and may have and use a common seal and change it at its pleasure.

Section 2. DEFINITIONS.

(a) As used in this Charter the following words and terms shall have the following meanings:

- (1) "At large" means the entire City, as distinguished from representation by wards or other districts;
- (2) "City" means the Town of Ashland City, Tennessee;
- (3) "Code" means any publication or compilation of rules, regulations, specifications, standards, limitations, or requirements relating to any aspect of municipal affairs prepared or recommended by an agency of the federal or state government, or by a trade association or other organization generally recognized as an authority in its field of activity;
- (4) "Council" and "City Council" means the legislative body of the City, which shall be composed of the Mayor and six (6) Councilmen elected as provided in this Charter;
- (5) "Councilman" and "Member of Council" mean a person elected to the office of Councilman as provided in this Charter, and includes the "Mayor";
- (6) "Elector" means a qualified voter residing within the City, or a qualified voter owning real estate in his own name in said City but residing outside its limits, subject to the provisions of Tennessee Code Annotated, Section 2-2-107;
- (7) "Nonpartisan" means without any designation of candidates as members or candidates of any state or national political party or organization;
- (8) "Qualified voter" means a person who is qualified to vote for members of the General Assembly of the State of Tennessee.

(b) The masculine includes the feminine, and the singular includes the plural and vice versa, except when the contrary intention is stated.

Section 3. The boundaries of the Town of Ashland City, Tennessee, shall be those fixed, defined, and established by Section 2 of Chapter 241 of the Private Acts of 1921, and all acts amendatory thereto; and all annexations made pursuant to the general law, and all boundaries existing on the effective date of this Act.

Section 4. The City shall be divided into three (3) wards. Any existing Act or ordinance dividing the City into three (3) wards shall continue in full force and effect until modified or changed as herein provided and authorized. The City Council may, from time to time alter, modify or change the boundaries of existing wards, or designate new boundaries thereof, by duly enacted ordinances. The number of wards shall not be increased or

decreased, nor shall the boundaries be changed within sixty (60) days preceding an election.

Section 5. CORPORATE POWERS. The City shall have power:

- (a) To assess property for taxation, and to levy and provide for the collection of taxes on all property subject to taxation;
- (b) To levy and collect privilege taxes on businesses, privileges, occupations, trades, and professions, and to levy and collect any other kind of tax not prohibited to cities by the Constitution or by general law. Unless restricted or controlled by general law, a collection fee of one dollar (\$1.00) may be added to each such privilege tax;
- (c) To levy and collect registration fees on motor vehicles operated within the City. Such registration fees may be graduated according to the tonnage capacities, weight, or horsepower of motor vehicles;
- (d) To appropriate and borrow money as authorized in this Charter, and to authorize the expenditure of money for any municipal purpose;
- (e) To acquire land and any improvements thereon, along with easements or limited property rights to such land, by purchase, gift, or condemnation, for public use, for present or future use by the City; to reserve industrial sites; to provide open spaces; to encourage the proper development of the community or for the general welfare of the community. Such acquisitions may be within or outside the City;
- (f) To grant franchises or make contracts for public utilities and public services, not to exceed a period of twenty (20) years. Such franchises and contracts may provide for rates, fares, charges, regulations, standards and conditions of service, subject to regulation by the Tennessee Regulatory Authority or other state or federal agency having jurisdiction in such matters;
- (g) To provide for the acquisition, construction, building, operation and maintenance of public ways, parks, public grounds, cemeteries, markets and market houses, public buildings, libraries, sewers, drains, sewage treatment plants, airports, hospitals, water works, docks, gas works, marinas, City forests, tree and shrub nurseries, heliports, terminals, parking garages and lots, industrial sites and buildings, charitable, educational, recreational, sporting, cultural, curative, corrective, detentional, penal, and medical institutions, agencies, and facilities and any other public improvements inside or outside the City, and to regulate the use thereof; and for such purposes property may be either acquired or taken under Tennessee Code Annotated, Sections 7-31-107 through 7-31-111 and Title 29, Chapters 16 and 17, or under other applicable laws;
- (h) To require property owners to repair and maintain sidewalks adjoining their lots or lands in a safe condition by removing of snow, debris, or other materials;
- (i) To make regulations to secure the general health of the inhabitants and to prevent, abate, and remove nuisances, including, but not limited to, old or dilapidated buildings which are so out of repair as to be unsafe, unsanitary, or unsightly. The City shall have the power to abate and remove nuisances at the expense of the owner or owners, with the expense, including fines, penalties, and interest, to be secured by lien upon the property for which the expenditure is made. The City shall also have the power to maintain control of animals by providing for the sale, gift, or humane disposition of such animals as provided by state law;
- (j) To prescribe standards of health and sanitation, and to provide for the enforcement of such standards;
- (k) To provide for the collection and disposal of garbage, rubbish, and refuse. Charges may be imposed to cover the costs of such service which, if unpaid, shall be

collectible in the same manner as taxes or other debts. The City Council may prescribe penalties and interest for such delinquent payments by ordinance;

- (l) To define, regulate, and prohibit any act, practice, conduct, or use of property that would be detrimental, or likely to be detrimental, to the health, morals, safety, security, peace, or general welfare of inhabitants of the City;
- (m) To establish minimum standards for and to regulate building construction and repair, electrical wiring and equipment, gas installations and equipment, fixed mechanical equipment, plumbing, and housing, for the health, sanitation, cleanliness, safety, and comfort of the inhabitants of the City, and to provide for the enforcement of such standards;
- (n) To provide regulations establishing standards of weights and measures and to enforce compliance with such standards, in accordance with state law;
- (o) To regulate and license vehicles operated for hire in the City, to limit the number of such vehicles, to license the operators thereof, to require public liability insurance on such vehicles, and to regulate and rent parking spaces in public ways for the use of such vehicles;
- (p) To provide that the violation of any ordinance, rule, regulation, or order shall be punishable as set by state law;
- (q) To plan for the orderly development of the community, including economic, physical, educational, and cultural aspects, and to institute programs to effectuate such plans;
- (r) To require the owner, the owner's agent, or the occupant of any dilapidated or dangerous building or structure, after notice to be heard, to repair or remove such building or structure. The City shall also have the power to repair or remove such building or structure and charge the cost to the owner, agent, or occupant who fails to comply with orders to repair or remove the building or structure, and to make the cost of repair or removal a lien against the property which may be added to and collected as property taxes;
- (s) To exercise the same powers in subsection (r) by requiring the owner, owner's agent, or the occupant of any lot or parcel of land within the boundaries of Ashland City, after notice and an opportunity to be heard, to remove obnoxious weeds, refuse, rubbish, abandoned automobiles or other vehicles, junk, discarded equipment, furniture and materials, grass, bushes and leaves, which may be considered dangerous or detrimental to persons' health or safety, from any lot or parcel of land within the boundaries of the City; and to provide penalties for the violation of any ordinance relative thereto;
- (t) To regulate the solicitation of moneys for any purpose or the solicitation of the subscription to papers or magazines of any kind, within the City, by non-residents of the City, not inconsistent with the state or federal Constitution, without first having obtained written approval as provided by ordinance, and to provide penalties for the violation of any ordinance relative thereto; and
- (u) To exercise and have all other powers, functions, rights, privileges, and immunities granted by state law or necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants, and all implied powers necessary to carry into execution all powers granted in this Charter as fully and completely as if such powers were fully enumerated herein. No enumeration of particular powers in this Charter shall be held to be exclusive of others nor restrictive of general words and phrases granting powers, but shall be held to be in addition to such powers unless expressly prohibited to cities by the Constitution or state law.

Section 6. The City Council of the Town of Ashland City, shall have full power and authority to authorize the use of the Town's firefighting equipment and personnel outside the corporate limits of the Town to suppress or extinguish fires, and to aid in emergency situations, subject to such conditions and limitations as the City Council may determine.

Section 7. The City shall have the power and authority to acquire land, within or outside the corporate limits of the City for use as a plant, place, or site, for the dumping, placing, and/or disposal of garbage, rubbish, refuse, abandoned vehicles, and other such materials, and to regulate the use thereof; to provide by ordinance that such plant, place, or site, for the placing, dumping, and/or disposal of such materials referred to herein shall not be used by any person or persons, who are not bona fide residents of Cheatham County, Tennessee, or by any firm, or corporation not having its situs or principal place of business within Cheatham County, Tennessee, without first having obtained a written permit to so use the same and to pay such fee or charge for such privilege or use as the City Council may provide; to prohibit the use of such property and privileges by any person, firm, or corporation whose place of residence or principal place of business is outside Cheatham County, or outside the corporate limits of the City, as the City Council may determine; and to provide that any person, firm, or corporation violating any of the provisions of this ordinance shall be subject to such penalties as the City Council may determine.

Section 8. ELECTION OF MAYOR AND COUNCILMEN.

- (a) On the first Saturday in December 1999, a nonpartisan election shall be conducted by the county election commission pursuant to the election laws of this State, to elect a Mayor and six (6) Councilmen, including two (2) Councilmen from each of the three (3) wards of the Town, all by electors from the Town at large. Any elector who has been a resident of the Town for at least two (2) years may be qualified as a candidate by submitting a nominating petition to the county election commission in accordance with state law.
- (b) The provisions of Tennessee Code Annotated, Section 2-5-101, et seq. and 2-5-201, et seq. shall govern the filing of a petition, the withdrawal of a candidate, and the placement of the candidate's name on the ballot.
- (c) At the December 1999, election the candidate for Mayor receiving the highest number of votes for the office shall be elected; and the two (2) candidates for Councilmen from each of the three (3) wards of the Town receiving the highest number of votes for the office shall be elected to such office to serve such terms as provided in subsection (d). In the event of a tie vote for two (2) or more candidates for the office of Mayor, then the duly elected Councilmen, by a majority vote, shall elect one (1) of the candidates for Mayor, who shall serve until the next election. If more than two (2) candidates for the office of Councilman from any one (1) ward of the Town receive the same number of votes, resulting in a three-way tie vote or more for two (2) or more candidates for the office, then the duly elected Town Council members shall, by a majority vote, elect two (2) of the candidates for the office of Councilman to serve until the next election.
- (d) At the election held in December 1999, each elector shall be entitled to vote for six (6) candidates for Councilman, with two (2) Councilmen being elected from each ward. A Mayor shall also be elected at such time. The candidate for the office of Mayor and the three (3) Councilmanic positions from each ward receiving the highest number of votes shall be elected for terms of four (4) years. The three (3) candidates for the Councilmanic positions from each ward receiving the second highest number of votes shall be elected for terms of two (2) years. The Mayor and

Councilmen elected in each regular Town election thereafter shall serve a term of four (4) years. Elections shall be held on the first Saturday in December in every odd-numbered year. At the election held in December 2001, and every other odd-numbered year thereafter, one (1) Councilman shall be elected for each ward. At the election held in December 2003, and every other odd-numbered year thereafter, one (1) Councilman for each ward and the Mayor shall be elected. The terms of office of the Mayor and Councilmen shall begin at the first regularly scheduled meeting of the Council in January next following their election, and they shall serve for a term of four (4) years and until their successors are elected and qualified. All elections shall be conducted in conformity with the requirements of this Charter and the election laws of the State.

Section 9. RESTRICTIONS ON CANDIDATES AND THEIR SUPPORTERS. The provisions of Tennessee Code Annotated, Sections 39-16-101 through 39-16-104 and Sections 39-16-401 through 39-16-402, shall apply to all candidates for offices under this Charter, elected officials, and public employees. Any person convicted pursuant to such statutes shall be ineligible to hold an office or position of employment in the City government for the period prescribed by law.

Section 10. CITY COUNCIL.

- (a) The Mayor and six (6) Councilmen elected under this Charter shall compose the City Council, in which is vested all corporate, legislative, and other powers of the City, except as otherwise provided in this Charter.
- (b) The salary of the Mayor and each Councilman shall be set by the City Council by ordinance. The salaries shall not be altered prior to the end of the term for which such public officer was selected. The Mayor and Councilmen shall also be reimbursed for any necessary actual expenses incurred in the conduct of their official duties but all such expenses shall be approved by a majority of the members of the City Council before any payment therefor is made.
- (c) The Council shall meet regularly, at least once every month at a time and place designated by motion of the council. The Council shall meet in special session on written notice given by the Mayor, on his own initiative, or on written application to the Mayor by at least three (3) Councilmen. Notice of such special sessions shall be given to all Councilmen at least twelve (12) hours in advance of the meeting. Only the business stated in the written call may be officially transacted at a special meeting. Informal meetings of the Council may be held for the purpose of receiving information, exchanging ideas, and conducting investigations; however, there shall be no official action taken by the Council in such meetings. The Council shall exercise its powers only in public meetings.
- (d) A majority of the Council shall constitute a quorum. Except on procedural motions, voting shall be by roll call and the ayes and nays shall be recorded in the journal. The Council may, by resolution, adopt rules and bylaws to govern the conduct of its business, including procedures and penalties for compelling the attendance of absent members. The Council may subpoena and examine witnesses, and order the production of books and papers.

Section 11. MAYOR AS PRESIDING OFFICER. The Mayor shall preside at meetings of the Council, and shall have a vote on all matters, but shall have no veto power. The Mayor shall be recognized as the ceremonial head of the City, shall be the officer to accept process against the City, and shall perform other duties imposed by this Charter and by ordinances not inconsistent with this Charter.

Section 12 VICE MAYOR. The Council, at the first regular meeting after the newly elected Councilmen have taken office following each biennial election, shall elect from its membership a Vice Mayor for a term of two (2) years. The Vice Mayor shall perform the duties of the Mayor during the Mayor's absence or inability to act, and shall complete any unexpired term in the office of Mayor, in which case a Councilman shall be selected by majority vote of the Council to serve the unexpired term of the Vice Mayor.

Section 13. VACANCY IN OFFICE OF MAYOR OR COUNCILMAN. A vacancy shall exist if the Mayor or a Councilman resigns, dies, moves his residence from the City, is convicted of malfeasance or misfeasance in office, a felony, a violation of this Charter or the election laws of the state, a crime involving moral turpitude, fails to attend any meetings of the Council for a period of ninety (90) consecutive days with no extenuating circumstances, or has been continuously disabled for a period of six (6) months so as to prevent him from discharging the duties of his office. The Council may, by resolution, declare a vacancy to exist for any of these reasons, and such finding shall be final. Any person convicted of malfeasance or misfeasance in office, a felony, or a crime involving moral turpitude shall be prohibited from holding office or employment with the City for a period of ten (10) years thereafter. The remaining Councilmen shall appoint a qualified person to fill a vacancy in the office of Councilman for the remainder of the unexpired term. At no time shall there be more than two (2) members of Council appointed to fill vacancies. If a vacancy occurs more than six (6) months prior to a regular election and while two (2) appointed members are on the Council, a special election shall be held by the county election commission on the eighth Saturday following the occurrence of the vacancy, at which election a Councilman shall be elected to serve the unexpired term of the vacant office. The provisions in this Charter for regular elections shall govern special elections.

Section 14. RESTRICTIONS ON COUNCILMEN. The Council shall act in all matters as a body, and no member shall seek individually to influence the official acts of the Mayor or any other officer or employee of the City, or to direct or request the appointment of any person to, or his removal from, any office or position of employment, or to interfere in any way with the performance of duties by the Mayor or any other officer or employee. The Council shall deal with the various agencies, officers and employees of the City, except boards or commissions authorized by this Charter, solely through the Mayor and shall not give orders to any subordinates of the Mayor, either publicly or privately. Nothing herein contained shall prevent the Council from conducting such inquiries into the operation of the City government and the conduct of the City's affairs as it may deem necessary. The office of any Councilman violating any provision of this section shall immediately become vacant upon such Councilman's conviction in a court of competent jurisdiction.

Section 15. DESIGNATION OF OFFICIAL NEWSPAPER. The Council, by resolution, shall designate a newspaper of general circulation in the City as the official newspaper for publication of official notices of the City.

Section 16. CITY LEGISLATION.

- (a) Any action of the Council that has a regulatory or penal effect, that relates to revenue or the appropriation of money, or that authorizes the borrowing of money, shall be done only by ordinance under this Charter or the general laws of the state. Other actions of the Council may be taken by resolution or by motion. The awarding

of franchises or contracts shall be approved by motion of the Council. Ordinances and resolutions shall be in written form before being introduced, and a copy shall be furnished to each member of the Council in advance of the meeting at which the ordinance or resolution is introduced. The enacting clause in an ordinance shall be "Be it ordained by the Council of the Town of Ashland City, Tennessee:". No action of the Council shall be valid or binding unless approved by an affirmative vote of a majority of the members of Council. Any ordinance that repeals or amends existing ordinances shall set forth, at length, the sections or subsections repealed or amended. Every ordinance, except an emergency ordinance, shall be approved on two (2) readings, not less than one (1) week apart, and shall become effective twenty (20) days after final approval unless its terms provide a later effective date. Every ordinance shall be read by reading the title unless there is a motion by the Council to read the entire ordinance; the second reading may be by title only, except that any amended provisions shall be read in full. Each resolution shall be read in full one (1) time unless the Council, by motion, elects to waive the formal reading, and shall become effective when adopted unless its terms provide otherwise. To meet a public emergency affecting life, health, or property, an emergency ordinance may be adopted on two (2) readings on separate days and shall become effective immediately, by the affirmative votes of a majority of the members of Council, if the ordinance contains a full statement of the facts creating the emergency, provided that any emergency ordinance shall be effective for only ninety (90) days. No emergency ordinance shall be passed that grants franchises, levies taxes, or gives special privileges.

- (b) The Council shall have the general and continuing ordinances of the City assembled into an official code of the City, a copy of which shall be kept currently up-to-date by the City Recorder and shall be available to the public. Following the adoption of the official code all ordinances shall be adopted as additions to, deletions from, or amendments to the code.
- (c) Standard codes, as defined in Section (2)(3), may be adopted by ordinances that contain only references to titles, dates, issuing organizations, and such changes to the standard codes as the Council may deem desirable. Procedures prescribed by state law shall be followed when adopting such standard codes. Copies of the official code and any standard codes so adopted by reference shall be available to the public at prices fixed by the Council.

Section 17. DONATIONS TO PRIVATE ORGANIZATIONS. Taxes and other City revenues are levied and collected for public purposes, and the use of such funds as donations or contributions or for private purposes is prohibited, however the Council may contract with nongovernmental agencies for materials, events, and services necessary to effectuate public purposes authorized by law.

Section 18. ORGANIZATION OF CITY GOVERNMENT. The City government shall be organized into departments. The Council shall determine the functions and duties of all departments and offices. The Council may establish, abolish, merge, or consolidate offices, positions of employment, departments and agencies of the City. The Council may provide that the same person shall fill any number of offices and positions of employment, and may transfer or change the functions and duties of offices, positions of employment, departments, and agencies of the City, subject to the following limitations:

- (a) All officers and employees of the City, except as otherwise specifically provided in this Charter, shall be appointed, removed by, and be under the direction and control of the Mayor;

- (b) The office of Mayor shall not be abolished, nor shall his powers, as provided in this Charter, be reduced; and
- (c) Except as provided in Section 22, the Town Judge shall not hold any other City office or position of employment.

Section 19. ADMINISTRATIVE DUTIES OF MAYOR. The Mayor shall be the executive head of the City government, responsible for the efficient and orderly administration of the affairs of the City. The Mayor shall be responsible for the enforcement of laws, rules and regulations, ordinances, and franchises of the City, and may appoint special policemen when he deems such appointments to be necessary. **Further the Mayor shall designate a Financial Director to assist with the budget and to handle all financial affairs of the city.** The City Attorney shall take such legal actions as the Mayor may direct for such purposes, may conduct inquiries and investigations into the affairs of the City, and shall have such other powers and duties as may be provided by ordinance not inconsistent with this Charter.

Section 20. CITY ~~CLERK AND~~ RECORDER. The City Council shall appoint or elect a City Clerk and Recorder who shall have the following powers and duties:

- (a) To keep and preserve the City seal and all official records not required by law or ordinance to be filed elsewhere;
- (b) To attend all meetings of the Council and to maintain a journal showing the proceedings of such meetings, the Councilmen present and absent, each motion considered, the title of each resolution and ordinance considered, and the vote of each Councilman on each question. This journal shall be open to the public during the City's regular office hours, subject to reasonable restrictions exercised by the City Recorder. **The City Recorder may also appoint a designee in his/her absence for attendance at meetings;**
- (c) To prepare and certify copies of official records in the City Clerk and Recorder's office. Fees for such services may be established by ordinance, to be deposited into the City treasury;
- (d) To prepare the agenda for City Council meetings in consultation with the Mayor, Council members and department heads;
- ~~(e) To perform the duties of Chief Financial Officer; and~~
- (e) To perform such other duties as may be required by the Council or by the Mayor.

Section 21. CITY ATTORNEY. The Council shall appoint a City Attorney, and such assistant City Attorneys as may be authorized, by ordinance. The City Attorney or an assistant City Attorney designated by him, shall be responsible for:

- (a) Representing and defending the City in all litigation in which the City is a party unless another attorney or an attorney through the City's insurance carrier is designated to represent and defend the city;
- (b) Prosecuting cases in the Municipal Court unless the District Attorney's office is assigned such cases;
- (c) Attend meetings of the Council as needed;
- (d) Advising the Council, Mayor and other officers and employees of the City concerning legal aspects of their duties and responsibilities;
- (e) Approving as to form and legality all contracts, deeds, bonds, ordinances, resolutions, motions, and other official documents; and
- (f) Performing such other duties as may be prescribed by the Council or Mayor.

Section 22. MUNICIPAL JUDGE.

- (a) There is hereby created and established for Ashland City, a Municipal court, to be presided over by a Municipal judge.
- (b) The Municipal Judge shall have authority to try persons charged with the violation of municipal ordinances, and to punish persons convicted of such violations by levying a civil penalty not to exceed fifty dollars (\$50.00), or the maximum civil penalty allowed under state law, and costs prescribed by ordinance. The Municipal Judge may also have the authority to exercise jurisdiction concurrent with the courts of general sessions in all cases involving the violation of the criminal laws of the state within the corporate limits of the Town, but shall exercise that jurisdiction, if any, only if the judge is elected in accordance with this Charter.
- (c) The Municipal Judge shall be elected for a term of eight (8) years on the date prescribed under state law for the election of the judges of the court of general sessions and other inferior courts, and every eight (8) years thereafter, and shall take office on September 1 next following the date of the judge's election. Vacancies in the office of the Municipal Judge shall be filled by the Town Council.
- (d) The Municipal Judge shall be:
 - (1) At least thirty (30) years of age;
 - (2) Licensed to practice law in Tennessee; and
 - (3) A resident of the Town of Ashland City for one (1) year and a resident of Tennessee for five (5) years immediately preceding the judge's election.
- (e) In the event the City or the Municipal Court does not have general sessions jurisdiction, the Municipal Judge shall be appointed by the Council or elected as established above at the discretion of the Council. If the Municipal Court does not have general sessions jurisdiction, the judge need not be a resident of Ashland City.
- (f) The salary of the Municipal Judge shall be fixed and determined by the City Council prior to the judge's election, and shall not otherwise be altered at any time during the judge's term of office.

Section 23. OATH OF OFFICE. Before a person takes any elected office in the City government, he shall subscribe to the following oath or affirmation, administered by the City Clerk or any justice of the peace: "I solemnly swear (or affirm) that I will support the Constitution and will obey the laws of the United States and of the State of Tennessee, that I will, in all respects, observe the provisions of this Charter and ordinances of the Town of Ashland City, Tennessee, and that I will faithfully discharge the duties of the office of (Name of Office)."

Section 24. OFFICIAL BONDS. The Mayor and every officer, agent, and employee of the City having duties embracing the receipt, disbursement, custody, or handling of money, and other officers and employees designated by the Mayor, shall give a fidelity bond or faithful performance bond as determined by the Mayor issued by a surety company authorized to do business in Tennessee as surety and in an amount to be prescribed by the Mayor. All such bonds and sureties thereto shall be subject to approval by the Mayor. The cost of the bonds shall be paid by the City. Such bonds shall be blanket bonds covering offices and positions to be bonded, with individual bonds to be secured only when blanket bonds are not obtainable.

Section 25. FISCAL YEAR. The fiscal year of the City government shall begin on the 1st day of July and shall end on the 30th day of June of the succeeding year, unless otherwise provided by ordinance.

Section 26. MAYOR TO SUBMIT ANNUAL BUDGET. No later than forty-five (45) days prior to the beginning of each fiscal year, the Mayor shall submit a proposed budget to the Council for the next fiscal year showing separately for the general fund, each utility, and each other fund the following:

- (a) Revenue and expenditures during the preceding year;
- (b) Estimated revenue and expenditures for the current fiscal year;
- (c) Estimated revenue and recommended expenditures for the next fiscal year, not to exceed the amount of estimated revenue;
- (d) A comparative statement of the cash surplus or deficit at the end of the preceding year and the estimated surplus or deficit at the end of the current fiscal year; and
- (e) Any other information and data, such as work programs and unit costs, in justification of recommended expenditures that may be considered necessary by the Mayor or requested by the Council. The Mayor may recommend and estimate receipts from additional revenue measures, provided such estimates are separated clearly from normal revenue estimates. The budget shall be accompanied by a message from the Mayor containing a statement of the general fiscal policies of the City, the important features of the budget, explanations of major changes recommended for the next fiscal year as compared with the current fiscal year, a general summary of the budget, and such other comments and information as the Mayor may deem pertinent. A sufficient number of copies of the Mayor's message shall be reproduced to furnish a copy to any person desiring one. A copy of the complete budget shall be filed with the City Recorder for public inspection and a copy shall be furnished to each Councilman.

Section 27. CAPITAL IMPROVEMENT BUDGET. A capital improvement budget may also be prepared to include a description of projects recommended for the ensuing fiscal year and the five (5) fiscal years thereafter, the estimated cost of each project, and the recommendations of the Mayor for financing the projects proposed for the ensuing year. The capital improvement budget shall be prepared by or reviewed by the local planning commission, and the recommendations of the planning commission shall be submitted by the Mayor to the Council concurrently with the annual budget. The Council may accept, reject or revise the capital improvement budget as it deems desirable.

Section 28. PUBLIC HEARING. After receiving the Mayor's proposed budget, the Council may fix a time and place for a public hearing thereon, and shall cause a public notice thereof and an announcement providing the time and place that the full budget may be examined, at least ten (10) days prior to the date of the hearing. The public hearing shall be held before the Council at the stated time and place, and all persons present shall be given a reasonable opportunity to be heard.

Section 29. ACTION BY COUNCIL ON BUDGET. After the public hearing and prior to the beginning of the ensuing fiscal year the Council shall adopt an appropriation ordinance, based on the Mayor's proposed budget with such modifications as the Council considers necessary or desirable. Appropriations need not be in more detail than a lump sum for each department or agency. The Council shall not make any appropriations in excess of estimated revenue, except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the City declared by a vote of all members of Council. If emergency conditions prevent the adoption of an appropriation ordinance before the beginning of the new fiscal year, the appropriations for the last fiscal year shall become the appropriations for the new fiscal year, subject to amendment as provided in this section. Amendments may be made to the original appropriation

ordinance at any time during a current fiscal year. Appropriations, except emergency appropriations as provided above, may be increased during the year only after the Mayor certifies that a sufficient amount of unappropriated revenue will be available. Any portion of an annual budget remaining unexpended and unencumbered at the close of a fiscal year shall lapse and be subject to appropriation for the following year. Any balance remaining in any fund other than the general fund at the end of a fiscal year may remain to the credit of such fund and be subject to further appropriation.

Section 30. CONTROL OF EXPENDITURES. The Mayor shall be responsible for controlling expenditures of the various agencies of the City government to accomplish maximum efficiency and economy, unless such responsibility is delegated to the finance director by ordinance. No expenditures shall be made in excess of revenue and surplus funds.

Section 31. CENTRALIZED PURCHASING.

- (a) All purchases shall be made by department heads. The Mayor may prescribe rules for emergency purchases. The department head shall prepare standard specifications for supplies and equipment. The City Recorder shall use such information and specifications as supplied to prepare bid packets and enforce such specifications. Department heads shall declare and dispose of surplus or worn-out supplies and equipment. Department heads shall store and maintain records of materials and supplies and maintain records of City property used by their departments.
- (b) Purchases of more than five thousand dollars (\$5,000) shall require approval of the Council. All purchases, except for minor items used infrequently or items which must be obtained immediately to avoid disruption of services, shall be by competition, subject to such regulations as may be provided by ordinance. Any expenditure for more than fifteen thousand (\$15,000) shall be made only after sealed bids have been invited by a notice published at least one (1) time in the official City newspaper and at the City Hall, the last such notice to be published not less than fifteen (15) days in advance of the date set for receiving bids. Purchases and contracts shall be awarded to the lowest responsible bidder, however the Council may give preference to local bidders who operate a business within the corporate limits of the City. All published notices shall state that the City reserves the right to reject any bids. The Council may waive the requirement to obtain bids when there is only one (1) source of supply or when such action is in the best interest of the City, providing the reasons for any such waiver are made a matter of record. Bid records shall be preserved for a period of not less than two (2) years. Bids need not be taken for professional services and services for which the rates or prices are regulated by public authority, nor shall competitive bidding be required for purchases from other governmental agencies. The Mayor shall have the authority to make purchases at state and federal surplus sales without having to bid for items in an amount not to exceed the budgeted amount for the items.

Section 32. UNAUTHORIZED CONTRACT OR EXPENDITURE. Any contract or agreement made in violation of the provisions of this Charter or ordinances of the City shall be void, and no expenditure shall be made thereunder. Every officer and employee who shall knowingly makes or participates in any such contract or agreement, or authorizes or makes any expenditure thereunder, in addition to their sureties on their official bonds, and every person who knowingly receives a payment pursuant to such contract or agreement, shall be jointly and severally liable to the City for the full amount

so paid or received. A violation of this section by any officer or employee shall be cause for the person's removal.

Section 33. SALE OF CITY PROPERTY. The Mayor may sell City property, which is obsolete, surplus, or unusable, after advertisement as provided in Section 32(b), by sealed bids or at public auction; provided, however, that any sale of real estate shall be subject to approval by the Council. The Mayor may sell any item valued at less than two hundred dollars (\$200) without taking bids, but each sale shall be reported to the Council at its next meeting.

Section 34. ANNUAL AUDIT. Within thirty (30) days after the beginning of each fiscal year the Council shall employ an independent, certified public accountant to conduct an audit of all financial records of the City for that year. The auditor shall perform adequate sampling to determine the validity of such records. Each audit shall include determination of the legality of transactions, mathematical accuracy of records, complete accountability, and application of accepted municipal accounting principles. The audit shall be made in accordance with generally accepted auditing standards and in conformity with generally accepted accounting principles. The audit shall be completed and a report shall be submitted to the Council within one hundred eighty (180) days after the end of the fiscal year.

Section 35. BONDS FOR PUBLIC WORKS CONTRACTS. Each bid on a contract for any public works or improvement shall be accompanied by a cash or surety company bid bond in the amount of five percent (5%) of the amount of the bid. Before any contract is awarded, the contractor shall give a bond for the faithful performance of the contract, with a surety company authorized to transact business in Tennessee, in an amount equal to one hundred percent (100%) of the contract price. The Council may waive these requirements for contracts under five thousand dollars (\$5,000).

Section 36. PROPERTY TAXES. All property subject to taxation shall be subject to the property tax levied by the City. The Council may elect to use county assessments, or may appoint a City assessor to assess all property subject to taxation except property assessed by the Office of State Assessed Property. If assessments are made by a City assessor the Council, by ordinance shall provide for a City board of equalization and the procedure for appeals of assessments thereto.

Section 37. OMITTED PROPERTY. If county assessments are used the City Clerk shall add any taxable property that may have been omitted by the county assessor to the assessment rolls. Such property shall be appraised and assessed at the same ratio as other property of the same class located in the City.

SECTION 38. TAX LEVY. The Council shall make a tax levy, expressed as a fixed rate per one hundred dollars (\$100) of assessed valuation, not later than ninety (90) days prior to the tax due date. In event of Council's failure to do so, the prior year's tax rate shall continue in effect.

Section 39. TAX DUE DATES AND TAX BILLS. The due dates of property taxes shall be fixed by ordinance and a provision may be made for equal semi-annual installments. The City may send tax bills to taxpayers showing the assessed valuations, amounts of taxes due, tax due dates, and information as to delinquency dates and penalties. Failure to send tax bills shall not, however, invalidate any tax penalty or interest thereon. Property

taxes shall become delinquent thirty (30) days after the due date, at which time a penalty of five percent (5%) shall be added and thereafter such taxes shall be subject to interest at the rate of one-half of one percent (0.5%) for each month or fraction thereof until paid or the maximum amount as allowed by law. On and after the date such taxes become delinquent, the tax records of the City shall have the force and effect of a judgment of a court of record. If the City uses the county trustee or the delinquent tax attorney to collect delinquent real property taxes, the provisions of Tennessee Code Annotated, Section 67-5-2005 shall apply.

Section 40. DELINQUENT TAXES. The Council may provide by ordinance for the collection of delinquent taxes by distress warrants issued by the Mayor or City Recorder for the sale of goods and chattels, to be executed by any police officer of the City under the laws governing execution of such process from a justice of the peace or Court of General Sessions; or by the county trustee as provided by general law; or by the City Attorney acting in accordance with state law providing for the collection of delinquent City or county taxes; by garnishment; by suits in chancery; by any two (2) or more of the foregoing methods, or by the use of any other available legal processes and remedies.

Section 41. COUNTY MAY COLLECT TAXES. The City may contract with the county for the collection of City taxes. The contract may provide for reasonable fees to be paid to the county for this service.

Section 42. TAXES NOT TO BE EXCUSED. No officer or employee of the City shall have the authority to excuse taxes, penalties, interest, special assessments, or other charges due the City, however, errors may be corrected when authorized by Council.

Section 43. DISBURSEMENTS BY CHECKS. All disbursements, except for any agency of the City administered by a board or commission, shall be made by checks signed by the City Clerk and countersigned by the Mayor, or disbursements may be contracted for direct deposit. The Council may, by resolution, designate other officers to sign such checks in the absence or disability of the Mayor or City Clerk.

Section 44. OFFICIAL DEPOSITORY. The Council shall designate an official depository or depositories for deposit and safekeeping of funds of the City, with such collateral security as may be deemed necessary by the Council.

Section 45. ACCOUNTING. The financial records of the City shall be established and maintained in general conformity with the accounts and procedures recommended by the Municipal Finance Officers Association or other nationally recognized authority on municipal accounting.

Section 46. INTERGOVERNMENTAL COOPERATION AND CONTRACTS. In addition to other powers granted in this Charter, the City Council shall have the power to contract and cooperate with any other municipality or other political subdivision of the state, with an elective or appointive official thereof, or with any duly authorized agency of the federal or state government, for the exercise of any power or function which the City is authorized to undertake by this Charter in accordance with the provisions of state law.

Section 47. OTHER STATE LAWS MAY BE USED BY CITY. Notwithstanding any provision of this Charter, the City Council may elect to operate under or adopt any state

law or public act available to municipalities of the state, in lieu of or in addition to provisions of this Charter.

Section 48. REPEAL OF ACTS. Chapter 241 of the Private Acts of 1921, except for Section 2, as written by Chapter 132 of the Private Acts of 1969, as amended by Chapter 185 of the Private Acts of 1974, Chapter 326 of the Private Acts of 1980, Chapter 134 of the Private Acts of 1981, Chapter 149 of the Private Acts of 1983, Chapter 141 of the Private Acts of 1998, and all other acts amendatory thereto, are repealed. All acts or laws, or parts thereof, in conflict with this Act, or any part hereof, be and the same are hereby repealed.

Section 49. The Town of Ashland City, and the governing body thereof shall continue to operate and function under the Charter existing before the passage of this amendatory act until the amendatory act is passed by the state legislature.

Section 50. Persons holding offices under the Charter existing at the time of the adoption of this amendatory act shall continue to hold those offices until their successors are elected or appointed and qualified according to the terms and provisions herein set forth; and all valid existing ordinances of the Town of Ashland City shall remain in full force and effect unless hereafter amended or repealed.

Section 51. If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to that end the provisions of this act are declared to be severable.



3 YEAR RENEWAL OPTION:

CLARKE POWER SERVICES IS OFFERING A NEW (36) MONTH PM RENEWAL PLAN. THIS MEANS YOU WILL RECEIVE A NEW AGREEMENT EVERY 36 MONTHS IN LIEU OF 12 MONTHS. YOU CAN STILL STOP YOUR SERVICES AT ANY TIME.

IF YOU WISH TO ACCEPT THIS OFFER PLEASE SIGN AND DATE BELOW AND RETURN WITH YOUR RENEWALS.

Signature _____ Date _____
Company Name _____

Email to: service@clarkegen.com

Fax to: 336.808.9561

Mail to: Clarke Power Services, Inc.
P.O. Box 18949
Greensboro, NC 27419



Cust. # 145700

Ashland City - Water Dept
Clint Biggers; Water Dept
P.O. Box 36
Ashland City, TN 37015
615-792-4211 x230
cbiggers@ashlandcitytn.gov

Preventive Maintenance Agreement
Emergency Standby Generator
Location: **WTP**
S/N: 2096398
M/N: 350REOZVC

1- 12 Month Period of Preventive Maintenance Consisting of:

- 1- Annual Service \$ 600.00
- 1- Annual & 1 Semi-Annual \$ 775.00
- 1- Annual & 3 Quarterly \$ 1,125.00

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

- 1 Annual Service _____
- 1 Annual & 1 Semi-Annual _____
- 1 Annual & 3 Quarterly _____

Signature _____ Date _____

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 99.00 / hr. (regular hours) - \$ 148.50 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 1.95 / Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

See PM Maintenance Schedule Enclosed.

Teresa Tilley
Service Administrator
Date: 1/31/2020
Proposal # 19782



Cust. # 145700

Ashland City – Water Dept
Clint Biggers; Water Dept
P.O. Box 36
Ashland City, TN 37015
615-792-4211 x230
CBIGGERS@ashlandcitytn.gov

Preventive Maintenance Agreement
Emergency Standby Generator
Location: Sewer Plant
S/N: SGM328X9W
M/N: 250REOZJE

1- 12 Month Period of Preventive Maintenance Consisting of:

- 1- Annual Service \$ 675.00
- 1- Annual & 1 Semi-Annual \$ 925.00
- 1- Annual & 3 Quarterly \$ 1,425.00

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

- 1 Annual Service _____
- 1 Annual & 1 Semi-Annual _____
- 1 Annual & 3 Quarterly _____

Signature _____ Date _____

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 99.00 / hr. (regular hours) - \$ 148.50 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 1.95 / Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

See PM Maintenance Schedule Enclosed.

Teresa Tilley
Service Administrator
Date: 1/31/2020
Proposal # 19780



Cust. # 145700

Ashland City – Water Dept
Clint Biggers; Water Dept
P.O. Box 36
Ashland City, TN 37015
615-792-4211 x230
cbiggers@ashlandcitytn.gov

Preventive Maintenance Agreement
Emergency Standby Generator
Location: Raw Water
S/N: 2138074
M/N: 60REOZJB

1- 12 Month Period of Preventive Maintenance Consisting of:

- 1- Annual Service \$ 415.00
- 1- Annual & 1 Semi-Annual \$ 590.00
- 1- Annual & 3 Quarterly \$ 940.00

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

- 1 Annual Service _____
- 1 Annual & 1 Semi-Annual _____
- 1 Annual & 3 Quarterly _____

Signature _____ Date _____

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 99.00 / hr. (regular hours) - \$148.50 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 1.95 / Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

See PM Maintenance Schedule Enclosed.

Teresa Tilley
Service Administrator
Date: 1/31/2020
Proposal # 19778



Cust. # 145700

Ashland City – Water Dept
Clint Biggers; Water Dept
P.O. Box 36
Ashland City, TN 37015
615-792-4211 x230
@ashlandcitytn.gov

Preventive Maintenance Agreement
Emergency Standby Generator
Location: Pumping Station
S/N: 366583
M/N: 50ROZJ

1- 12 Month Period of Preventive Maintenance Consisting of:

- 1- Annual Service \$ 415.00
- 1- Annual & 1 Semi-Annual \$ 590.00
- 1- Annual & 3 Quarterly \$ 940.00

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

- 1 Annual Service _____
- 1 Annual & 1 Semi-Annual _____
- 1 Annual & 3 Quarterly _____

Signature _____ Date _____

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 99.00 / hr. (regular hours) - \$ 148.50 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 1.95 / Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

See PM Maintenance Schedule Enclosed.

Teresa Tilley
Service Administrator
Date: 1/31/2020
Proposal # 19781

CLARKE

Power Services

8015 PIEDMONT TRIAD PARKWAY
GREENSBORO, NC 27409
Phone: (336) 292-9240 Fax: (336) 808-9561

SERVICE ORDER: S030015527

BILL TO
TOWN OF ASHLAND CITY (GEN) - 145700
P.O. BOX 36
ASHLAND CITY TN 37015
P: (615) 792-4211
F:

DELIVER TO
TOWN OF ASHLAND CITY- RAW WATER (GEN) - 146785
233 TENNESSEE WALTZ PKWY.
ASHLAND CITY TN 37015
P: (615) 792-4211
F:

DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE
--------------	------------	---------	-------	--------------------

SFIELD TERESA TILLEY **NET30** **TINA TO GET PO**

MANUFACTURE	MODEL	UNIT SERIAL #	CUSTOMER UNIT #
-------------	-------	---------------	-----------------

KOHLER 60REOZJB 2138074 RAW WATER

Sold Operations

JOB #1 GENPMREPAIR **SFIELD** GENERATOR REPAIR SERVICE AGREEMENT

COMPLAINT GENERATOR REPAIR SERVICE AGREEMENT

DIAGNOSE FOR BLOCK HEATER

****CALL TINA BEFORE INVOICING*******

CAUSE

CORRECTION ARRIVED ONSITE FOUND BLOCK HEATER FAULTY, VERIFIED 120 VAC PRESENT AT RECEPTACLE. UNPLUGGED BLOCK HEATER, PINCHED HEATER HOSES AND REMOVED OLD BLOCK HEATER. INSTALLED NEW HEATER AND TIGHTENED HOSE CLAMPS. UNPINCHED HOSES AND ALLOWED COOLANT TO CYCLE THROUGH HEATER ADDED COOLANT LOST BACK INTO RADIATOR. MODIFIED PLUG, PLUGGED BLOCK HEATER AND ALLOWED HEATER TO CYCLE ON, REMOVED AIR FROM COOLING SYSTEM. CRANKED UNIT FOUND LOW BATTERY VOLTAGE, JUMPED UNIT OFF AND ALLOWED TO RUN AND CHARGE BATTERY. TURNED GENERATOR OFF AND ALLOWED TO SIT FOR A FEW MINS, RECRANKED GENERATOR STARTED NO ISSUES. PLACED GEN BACK IN AUTO BREAKER CLOSED.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	030X/TPS181GT10-000	HEATER 1800W 120V, BLOCK	125.52	125.52
	LABOR GENPMREPAIR	GENERATOR REPAIR SERVICE AGREEMENT		47.50
	unitid	SERVICE TRUCK ____ 454316		

JOB #1 GENPMREPAIR

SUBTOTAL: 173.02

CLARKE

Power Services

BILL TO

TOWN OF ASHLAND CITY (GEN) - 145700

P.O. BOX 36

ASHLAND CITY TN 37015

P: (615) 792-4211

F:

8015 PIEDMONT TRIAD PARKWAY

GREENSBORO, NC 27409

Phone: (336) 292-9240 Fax: (336) 808-9561

SERVICE ORDER: S030015527

DELIVER TO

TOWN OF ASHLAND CITY- RAW WATER (GEN) - 146785

233 TENNESSEE WALTZ PKWY.

ASHLAND CITY TN 37015

P: (615) 792-4211

F:

DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE
	SFIELD	TERESA TILLEY	NET30	TINA TO GET PO
MANUFACTURE	MODEL	UNIT SERIAL #	CUSTOMER UNIT #	
KOHLER	60REOZJB	2138074	RAW WATER	

PRO FORMA INVOICE

PLEASE NOTE

SUBTOTAL	173.02
SUPPLIES:	3.33
EPA CHARGE	1.19
SALES TAX	0.00
TOTAL	177.54

AUTHORIZED BY _____ DATE _____

PICK-UP BY _____ DATE _____

CONTACT CUST _____ DATE/TIME _____

Please Remit Payment to:
Clarke Power Services
PO Box 710157
Cincinnati, OH 45271-0157



PREVENTATIVE MAINTENANCE PROGRAM GENERATOR AND FIRE PUMP ENGINES

ANNUALLY:

1. FUEL SYSTEM

- A. Change fuel filter elements (element included).
- B. Check fuel tanks for water.
- C. General inspection of all components.
- D. Check fuel pressure at cylinder head (if applicable).
- E. Check fuel level in main fuel tank.
- F. Check operation of day tank.
- G. Fuel sample analysis available on diesel units (at additional charge).

2. LUBRICATING SYSTEM

- A. Change oil in engine (oil included).
- B. Change oil filter (filter element(s) included).
- C. Check and record engine oil pressure.
- D. Check engine for oil leaks.
- E. Take oil sample for analysis.

3. COOLING SYSTEM

- A. Check engine water pump.
- B. Check all cooling system hoses.
- C. Check and clean all louvers.
- D. Check coolant level.
- E. Check and record freeze protection and add if needed (makeup antifreeze furnished).
- F. Check condition of belts.
- G. Check for adequate fresh air to engine.
- H. Check condition of fan hub.
- I. Check operation of water jacket heater.
- J. Check and record operating temperature. Verify that operating temperature is in the correct range.
- K. Coolant sample analysis available (at additional charge).

4. EXHAUST SYSTEM

- A. Check condition of mufflers, exhaust lines, supports and connections.
- B. Check condition of turbocharger (if applicable).
- C. Check for exhaust leaks.



ANNUALLY:

5. AIR INTAKE SYSTEM

- A. Check air inlet restriction.
- B. Check exhaust restriction.
- C. Clean crankcase breather pads (if applicable).
- D. Check all air system piping.
- E. Check condition of dry type air cleaner element(s) or service oil bath air cleaner (oil is included).

6. CONTROL SYSTEM

- A. Check operation of all gauges and meters.
- B. Clean control cabinet.
- C. Check operation of all controls.
- D. Check shut down system for correct operation.

7. ENGINE ELECTRICAL STARTING SYSTEM

- A. Check condition of batteries.
- B. Clean batteries and cables.
- C. Add distilled water to maintain proper electrolyte level (included).
- D. Check operation of float charger.
- E. Check battery voltage.
- F. Lubricate starter motor (if accessible).

8. GENERATOR

- A. Check condition of bearing.
- B. Check main breaker for operation (if applicable).
- C. Check cables from generator to transfer switch (if accessible).
- D. Visually check transfer switch for proper condition and operation.
- E. Clean interior of transfer switch enclosure as necessary.

9. GENERAL

- A. Check for any unusual condition of vibration, deterioration, leakage, high surface temperature or noise.
- B. Run generator under emergency conditions if possible. If not possible, run generator under test conditions.
- C. Record all readings and present to customer.
- D. Leave control panel in automatic mode.
- E. Notify customer if additional service work is required.





PREVENTATIVE MAINTENANCE PROGRAM GENERATOR AND FIRE PUMP ENGINES

QUARTERLY & SEMI-ANNUALLY:

1. FUEL SYSTEM

- A. Drain water and sediment from fuel filters.
- B. Check fuel level in day tank.
- C. General inspection of all components.

2. LUBRICATING SYSTEM

- A. Check oil level (fill to proper level).
- B. Check and record engine oil pressure.
- C. Check engine for oil leaks.

3. COOLING SYSTEM

- A. Check all cooling system hoses.
- B. Check coolant level.
- C. Check freeze protection and add if needed (included).
- D. Check condition of belts.
- E. Check operation of water jacket heater.

4. EXHAUST SYSTEM

- A. Check for exhaust leaks.
- B. Check for operation of rain cap.
- C. Check for tightness of bolts.

5. AIR INTAKE SYSTEM

- A. Check air inlet piping.
- B. Check condition of air filter element (or oil bath).

6. CONTROL SYSTEM

- A. Check operation of all gauges and meters.
- B. Check operation of all controls.
- C. Check shutdown systems.

7. ENGINE ELECTRICAL STARTING SYSTEM

- A. Clean batteries and cables.
- B. Add distilled water to maintain proper electrolyte level.
- C. Check operation of float charger.
- D. Check and record battery voltage.



QUARTERLY & SEMI-ANNUALLY:

8. GENERATOR

- A. Check main circuit breaker for operation (if applicable).
- B. Visually check transfer switch for proper condition and operation.

9. GENERAL

- A. Check for any unusual condition of vibration, deterioration, leakage, high surface temperature or noise.
- B. Run generator under emergency conditions if possible; if not possible, run generator under test conditions.
- C. Record all readings and present to customer.
- D. Leave control panel in automatic mode.
- E. Notify customer if additional service work is required.



3 YEAR RENEWAL OPTION:

CLARKE POWER SERVICES IS OFFERING A NEW (36) MONTH PM RENEWAL PLAN. THIS MEANS YOU WILL RECEIVE A NEW AGREEMENT EVERY 36 MONTHS IN LIEU OF 12 MONTHS. YOU CAN STILL STOP YOUR SERVICES AT ANY TIME.

IF YOU WISH TO ACCEPT THIS OFFER PLEASE SIGN AND DATE BELOW AND RETURN WITH YOUR RENEWALS.

Signature _____ Date _____
Company Name _____

Email to: service@clarkegen.com

Fax to: 336.808.9561

Mail to: Clarke Power Services, Inc.
P.O. Box 18949
Greensboro, NC 27419



Cust. # 145700

Ashland City Fire Department
Chief Chuck Walker
P.O. Box 36
Ashland City, TN 37015
615-792-4211 x230
cwalker@ashlandcitytn.gov

Preventive Maintenance Agreement
Emergency Standby Generator
Location: **Town Hall**
S/N: 648397
M/N: 40ROZJ

1- 12 Month Period of Preventive Maintenance Consisting of:

- 1- Annual Service \$ 395.00
- 1- Annual & 1 Semi-Annual \$ 545.00
- 1- Annual & 3 Quarterly \$ 845.00

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

- 1 Annual Service _____
- 1 Annual & 1 Semi-Annual _____
- 1 Annual & 3 Quarterly _____

Signature _____ Date _____

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 95.00 / hr. (regular hours) - \$ 142.50 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 1.95 / Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

See PM Maintenance Schedule Enclosed.

Teresa Tilley
Service Administrator
Date: 1/19/2019
Proposal # 19263



Cust. # 145700

Ashland City Fire Department
Chief Chuck Walker
P.O. Box 36
Ashland City, TN 37015
615-792-4211 X 230
cwalker@ashlandcitytn.gov

Preventive Maintenance Agreement
Emergency Standby Generator
Location: **Fire Station #2**
S/N: OLY00000CNNS00925
M/N: D200P4-1

1- 12 Month Period of Preventive Maintenance Consisting of:

- 1- Annual Service \$ 525.00
- 1- Annual & 1 Semi-Annual \$ 675.00
- 1- Annual & 3 Quarterly \$ 975.00

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

- 1 Annual Service _____
- 1 Annual & 1 Semi-Annual _____
- 1 Annual & 3 Quarterly _____

Signature _____ Date _____

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 95.00 / hr. (regular hours) - \$ 142.50 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 1.95 / Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

See PM Maintenance Schedule Enclosed.

Teresa Tilley
Service Administrator
Date: 1/19/2019
Proposal # 19264

ORDINANCE #

AN ORDINANCE TO ACCEPT A BUDGET AMENDMENT FOR THE 19/20 FISCAL YEAR.

WHEREAS, the Mayor and Council appropriate an additional \$12,000 for construction of the stage cover at River bluff Park.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Town of Ashland City, Tennessee that this ordinance shall become effective 20 days after final passage the public welfare requiring.

SECTION 1. A budget amendment consisting of the available funds and appropriations be adopted for the General Fund:

<i>General Fund</i>	<i>Beginning Budget</i>	<i>Ending Budget</i>
Parks Department	\$592,090.00	\$604,090.00

1st reading March 10, 2020
Public Hearing April 14, 2020
2nd reading April 14, 2020

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 29, 2020 (“Effective Date”) between Town of Ashland City (“Owner”) and Civil and Environmental Consultants, Inc.] (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Construct a new sewer treatment plant and construction sewer rehabilitation of the existing sewer system (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Provide design, construction administration, and resident project inspection services]

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application

and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. 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 this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall 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.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *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 Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *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 services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *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.
29. *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 Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents 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.
32. *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.
33. *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 Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction 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 Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Ashland City

Engineer: Civil & Environmental Consultants, Inc.

By: _____
Print name: Steve Allen
Title: Mayor
Date Signed: January 29, 2020

By: _____
Print name: Neal Westerman
Title: Senior Principal
Date Signed: January 29, 2020

Engineer License or Firm's Certificate No. (if required):

14544

State of: Tennessee

Address for Owner's receipt of notices:

101 Court Street
Ashland City, TN 37015

Address for Engineer's receipt of notices:

117 Seaboard Lane, Suite E-100
Franklin, TN 37067

Designated Representative (Paragraph 8.03.A):

Kellie Reed
Title: City Recorder
Phone Number: 615-792-4211
E-Mail Address: kreed@ashlandcitytn.gov

Designated Representative (Paragraph 8.03.A):

Neal Westerman
Title: Senior Principal
Phone Number: 615-333-7797
E-Mail Address: nwesterman@cecinc.com

This is **EXHIBIT A**, consisting of [17] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 29, 2020**.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [None]
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [Three] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables: Preliminary Engineering Report, Environmental Report and RD Funding Application
15. Furnish One review copies of the Report and any other Study and Report Phase deliverables to Owner within 90 days of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish four(4) copies of the revised Report and

Exhibit A – Engineer's Services

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any other Study and Report Phase deliverables to the Owner within sixty (60) days of receipt of Owner's comments.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 - 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 - 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 - 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 - 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 - 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 - 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: preliminary plans **[List any such tasks or deliverables here.]**
 10. Furnish two [2] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 180 days of authorization to proceed with this phase, and review them with Owner. Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner two (2) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within sixty (60) days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such

authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: *Provide final plans, specifications and contract documents. [List any such tasks or deliverables here.]*
 10. Furnish for review by Owner, its legal counsel, and other advisors, two (2) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 120 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within sixty (60) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit One (1) final copies of such documents to Owner within sixty (60) days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is Three (3). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement

documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [None]
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer

Exhibit A – Engineer's Services

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shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and

hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs

stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and 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. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. 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 on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections,

notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [None]
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract 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.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
[None]

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;

- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 29, 2020**.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [] ***[List any other Owner responsibilities here.]***

Exhibit B – Owner's Responsibilities

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Exhibit C

Payments to Engineer for Services and Reimbursable Expenses

[Notes to User]

Preparing a Project-specific Exhibit C: In Exhibit C, the parties must specify how the Engineer will be compensated for its services. EJCDC's E-500 as published contains a lengthy Exhibit C, comprised of numerous options for detailing the Engineer's compensation. In preparing a Project-specific professional services agreement, retain only the few pages from Exhibit C that will apply to the agreement that is being prepared, and discard the rest. At the end of the agreement preparation process, Exhibit C should typically be approximately five to eight pages long.

Exhibit C Compensation Packets: EJCDC breaks the Engineer's compensation into three categories: (1) compensation for Basic Services, as defined in Exhibit A (but not including services of a Resident Project Representative, if any); (2) compensation for the services of a Resident Project Representative, if any; and (3) compensation for any Additional Services, as defined in Exhibit A. There are typically several possible ways of paying for services; Exhibit C includes "Compensation Packets" for the various methods. Each Compensation Packet contains the terms and conditions that apply to the specific means of compensation, and when appropriate incorporates appendices for hourly rates and reimbursable expenses.

1. The six Compensation Packets included in E-500's Exhibit C for Basic Services are:

- Lump Sum (Compensation Packet BC-1)
- Standard Hourly Rates (Compensation Packet BC-2)
- Percentage of Construction Costs (Compensation Packet BC-3)
- Direct Labor Costs Times a Factor (Compensation Packet BC-4)
- Direct Labor Costs Plus Overhead Plus a Fixed Fee (Compensation Packet BC-5)
- Salary Costs Times a Factor (Compensation Packet BC-6)

During the drafting process the user should **select one** of these six Compensation Packets and **discard (delete) the remaining five**.

2. The choices for compensating a Resident Project Representative are similar, with five RPR Compensation Packets available:

- Lump Sum (Compensation Packet RPR-1)
- Standard Hourly Rates (Compensation Packet RPR-2)
- Percentage of Construction Costs (Compensation Packet RPR-3)
- Direct Labor Costs Times a Factor (Compensation Packet RPR-4)
- Salary Costs Times a Factor (Compensation Packet RPR-5)

During the drafting process the user should **select one** of these five RPR Compensation Packets and **discard (delete) the remaining four**.

3. The choices for compensating the Engineer for Additional Services are narrower:

- Standard Hourly Rates (Compensation Packet AS-1)
- Direct Labor Costs Times a Factor (Compensation Packet AS-2)
- Salary Costs Times a Factor (Compensation Packet AS-3)

The user should **select one** of these three Additional Services Compensation Packets and **discard (delete) the remaining two**.

Compensation Decision Guide: The Compensation Decision Guide that is included on the following pages presents further guidance on the process of selecting the pages to retain for the specific contract, including appendices for hourly rates and reimbursable expenses, if applicable.

Example: If Basic Services (other than RPR) will be compensated using Lump Sum; RPR services using Direct Labor Times a Factor; and Additional Services using Standard Hourly Rates; then to form Exhibit C use Compensation Packet BC-1; Compensation Packet RPR-4; Compensation Packet AS-1; and Appendices 1 and 2.

1. Compensation for Basic Services as described in Exhibit A, Part I (other than for Resident Project Representative services, which are separately addressed in item 2 immediately below).

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Direct Labor Costs Plus Overhead Plus a Fixed Fee	Salary Costs Times a Factor
Use This Base Compensation Packet	Packet BC-1	Packet BC-2	Packet BC-3	Packet BC-4	Packet BC-5	Packet BC-6
Include This Appendix	Appendix 1 (if applicable)	Appendices 1 and 2	Appendix 1 (if applicable)	Appendix 1	Appendix 1	Appendix 1

2. Compensation for services of Resident Project Representative (as described in Exhibit A, Paragraph A1.05.A.2, and in Exhibit D).

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Salary Costs Times a Factor
Use This RPR Compensation Packet	Packet RPR-1	Packet RPR-2	Packet RPR-3	Packet RPR-4	Packet RPR-5
Include This Appendix	Appendix 1 (if applicable)	Appendices 1 and 2	Appendix 1 (if applicable)	Appendix 1	Appendix 1

3. Compensation for Additional Services (as described in Exhibit A, Part 2)

Decision Question: Which method of compensation is to be used?

	Standard Hourly Rates	Direct Labor Costs Times a Factor	Salary Costs Times a Factor
Use This Additional Services Compensation Packet	Packet AS-1	Packet AS-2	Packet AS-3
Include This Appendix	Appendices 1 and 2	Appendix 1	Appendix 1

This is **EXHIBIT C**, consisting of **6** pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated **January 29, 2020**.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$ **759,000** for sewer treatment plant, **\$75,000** for service line repair, and **\$65,800** for sewer system rehabilitation based on the following estimated distribution of compensation:

	STP	Service Line Repairs	Sewer Rehab
a. Study and Report Phase	\$ 100,000	\$ 10,500	\$ 9,000
b. Preliminary Design Phase	\$ 125,000	\$ 10,500	\$ 9,000
c. Final Design Phase	\$ 335,000	\$ 33,000	\$ 29,000
d. Bidding and Negotiating Phase	\$ 25,000	\$ 3,000	\$ 3,000
e. Construction Phase	\$ 150,000	\$ 15,000	\$ 14,000
f. Post-Construction Phase	\$ 24,000	\$ 3,000	\$ 1,800

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner. Lump Sum amount base upon Opinion of Probable Cost in Preliminary Engineering Report

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **Review Fees,**

Permit Fees, Surveying, Ecological Studies, Flood Study, Archaeological Survey, Environmental Studies, and Testing

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 48 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$443,000 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 900 day construction schedule.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.12.

**Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—
Standard Hourly Rates Method of Payment.**

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.12.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of [January 1]) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.12.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 29, 2020**.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	at cost plus 10%
Copies of Drawings	at cost plus 10%
Mileage (auto)	Current IRS Rate/mile
Air Transportation	at cost plus 10%
CAD Charge	\$ 15/hour
Laboratory Testing	at cost plus 10%
Survey Equipment Usage	\$12/hour
Telephone and Shipping	at cost plus 10%
Meals and Lodging	at cost plus 10%

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Classification	Rate/Hour
Senior Principal.....	\$225
Principal.....	\$205
Senior Project Manager	\$180
Project Manager III	\$170
Project Manager II	\$155
Project Manager I	\$136
Assistant Project Manager.....	\$112
Project Consultant / Geologist / Ecologist / Environmental Scientist.....	\$106
Staff Consultant / Geologist / Ecologist / Environmental Scientist	\$99
CAD Designer	\$108
Draftsperson / CADD Operator.....	\$68
Senior Field Technician.....	\$85
Environmental Technician./ Intern.....	\$50
Senior Land Surveyor	\$140
Assistant Project Surveyor.....	\$100
Survey Technician IV	\$94
Survey Technician III.....	\$80
Survey Technician II.....	\$70
Survey Technician I.....	\$60
Administrative Assistant.....	\$66
Administrative Manager	\$76

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 29, 2020.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 29, 2020.

1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 29, 2020.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$15,000,000.
- B. A bidding or negotiating contingency of 5.0 percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

Exhibit F – Construction Cost Limit.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 29, 2020**.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$1,000,000
- 2) Bodily injury/disease, aggregate: \$1,000,000

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- 2) General Aggregate: \$1,000,000

d. Excess or Umbrella Liability --

- 1) Per Occurrence: \$0
- 2) General Aggregate: \$0

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): \$[]

2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability --

Exhibit G – Insurance.

- 1) Bodily injury, Each Accident \$ 1,000,000
- 2) Bodily injury by Disease, Each Employee \$ 1,000,000
- 3) Bodily injury/Disease, Aggregate \$ 1,000,000

c. General Liability --

- 1) General Aggregate: \$ 1,000,000
- 2) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify): \$[]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner’s general liability policies of insurance as additional insureds:

- a. Civil & Environmental Consultants, Inc.
Engineer
- b. Phillips Engineering, Inc
Engineer’s Consultant
- c. James C. Hailey & Company
Engineer’s Consultant
- d. []
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner’s general liability policies of insurance.

3. The Owner shall be listed on Engineer’s general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 29, 2020**.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by **[a Tennessee Rule 31 Mediator for General Civil Cases]**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 29, 2020**.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$50,000.00 or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:

Costs of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.

B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and 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 the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use

resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 29, 2020**.

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

NONE

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 29, 2020**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ____ Additional Services to be performed by Engineer
- ____ Modifications to services of Engineer
- ____ Modifications to responsibilities of Owner
- ____ Modifications of payment to Engineer
- ____ Modifications to time(s) for rendering services
- ____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service
RUS BULLETIN 1780-26

SUBJECT: Guidance for the Use of Engineers Joint Contract Documents Committee (EJCDC) Documents on Water and Waste Disposal Projects with RUS Financial Assistance

TO: Rural Development State Directors, RUS Program Directors, and State Engineers

EFFECTIVE DATE: Date of approval.

OFFICE OF PRIMARY INTEREST: Engineering and Environmental Staff, Water and Environmental Programs

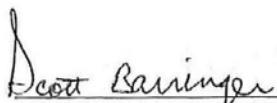
INSTRUCTIONS: This Bulletin replaces RUS Bulletin 1780-26, dated April 19, 2017.

AVAILABILITY: This Bulletin, as well as any Rural Development instruction or Rural Utilities Service (RUS) instructions, regulations, or forms referenced in this Bulletin are available at any Rural Development State Office. The State Office staff is familiar with the use of the documents in their States and can answer specific questions on Rural Development requirements.

This Bulletin is available on the Rural Utilities Service website at <https://www.rd.usda.gov/publications/regulations-guidelines/bulletins/water-and-environmental>

PURPOSE: This Bulletin assists Rural Development staff in providing information and guidance to applicants and professional consultants in the development of engineering agreements and construction contracts that are legally sufficient, ensure appropriate services are provided at a reasonable fee, and expedite the achievement of the applicant's goals. This update amends language to support compliance with 2 CFR Part 200.

MODIFICATIONS: Rural Development State Offices may modify this guidance when appropriate to comply with state statutes and regulations in accordance with the procedures outlined at Rural Development Instruction 2006-B (2006.55).



SCOTT BARRINGER
Acting Assistant Administrator
Water and Environmental Programs

9/7/17

Date

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B	Revisions to EJCDC E-500 (2014)	
C	RUS Certification Page	
D	The Construction Contract and Bidding Documents	
E	Engineer’s Development of Instructions to Bidders	
F	Engineer’s Development of Bid Form	
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Agreement for Engineering Services
 Construction Contract Documents
 Water and Waste Disposal Facilities

ABBREVIATIONS

CFR – Code of Federal Regulations
 EJCDC – Engineers Joint Contract Documents Committee
 EO – Executive Order
 OGC – Office of General Counsel
 PL – Public Law
 RD – Rural Development
 RPR – Resident Project Representative
 RUS – Rural Utilities Service
 USC – United States Code
 USDA – United States Department of Agriculture
 WWD – Water and Waste Disposal

1 GENERAL

- a Approved Documents. Subject to the modifications indicated in this Bulletin, the Engineers Joint Contract Documents Committee (EJCDC) developed the following documents which were previously approved by the Rural Utilities Service (RUS) for procurement of professional and construction services by loan and grant recipients:
- (1) Agreement between Owner and Engineer for Professional Services (EJCDC No. E-500, 2014 Edition)
 - (2) Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (EJCDC No. C-520 (Rev 1), 2013 Edition)
 - (3) Standard General Conditions of the Construction Contract (EJCDC No. C-700 (Rev 1), 2013 Edition)
- b Associated Documents. In addition to items 2 and 3, there are also associated construction contract documents, some of which are available through EJCDC and its member organizations and some of which are to be developed by the engineer based on instructions in this Bulletin.
- c Alternative Documents. Recipients not wishing to use EJCDC documents may submit alternative documents for review and consideration. Such documents must be modified to meet all federal and state requirements and must be approved for each project by the Agency and the USDA Office of General Counsel (OGC). When modified as described in this Bulletin, the EJCDC documents listed above have been determined to meet such requirements and generally do not require OGC approval.

2 AVAILABILITY

The EJCDC documents are available online from any of the sponsoring organizations: the National Society of Professional Engineers (www.nspe.org); American Council of Engineering Companies (www.acec.org); and American Society of Civil Engineers (www.asce.org); or directly from EJCDC (www.ejcdc.org). EJCDC documents are proprietary and include a license agreement. RUS offices will not distribute EJCDC documents for any purpose other than training or to illustrate the appropriate use of the integrated set of documents on RUS financially assisted projects.

3 PRIOR VERSIONS OF EJCDC DOCUMENTS

- a Project-specific EJCDC documents approved prior to the effective date of this Bulletin are still considered approved. This Bulletin does not retroactively change the status of an individual document already approved.
- b Approval of Previous Engineering Agreements. The approval of a previous edition EJCDC engineering agreement must be used with the most current construction series documents.

- c Phase Out of Previous Editions. The most recent EJCDC documents should be used for WWD projects.

4 PURPOSE

- a Use by Staff. This Bulletin is to be used by Rural Development staff in providing information and guidance to applicants and professional consultants in the development of agreements that are legally sufficient, ensure appropriate services are provided for a reasonable fee, and expedite the achievement of the applicant's goals.
- b Assembly of Documents. This Bulletin consists of exhibits with required modifications that when combined with the standard EJCDC documents and appropriate drawings, specifications and other required documents, create a complete set of engineering and construction contracts for use with WWD projects. However, the documents in these exhibits are not to be used as a substitute for the careful evaluation of the requirements for a project. The owner, their engineer, and legal counsel, with RD consultation, must determine the best approach for a successful outcome.

5 OWNER RESPONSIBILITY

- a Verify Bulletin is Current. Before an applicant or consultant proceeds with the development of an engineering agreement or a set of construction contract documents, they should contact the Rural Development State Office to verify they have the most current information specific to the type of project and state or other jurisdiction where the project is located.
- b Contractual and Administrative Issues. The Owner is responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of a loan or grant. These include, but are not limited to: source evaluation; protests; disputes; and claims. Matters concerning violations of laws are to be referred to the applicable local, state, or Federal authority.
- c Modifications. It is RUS policy that applicants use the EJCDC documents with minimal modification. However, RUS recognizes each project is unique and that modifications may be required to satisfy project requirements or state statutes. If changes must be made to the standard documents to address project-specific issues, they must be made via bold type additions and deletions with strike-outs or addenda showing all revisions. Because the EJCDC documents are fully integrated, when making a modification in one document applicants must ensure that appropriate modifications are made in all affected documents.

6 USE OF EXHIBITS

The following explains the purpose of each Exhibit to this Bulletin.

- a **THE ENGINEERING AGREEMENT - MODIFICATIONS FOR RUS FUNDED PROJECTS:** This exhibit explains the use of the EJCDC Owner – Engineer Agreement for RUS funded projects and includes instructions for

modification and review of the Agreement Between Owner and Engineer for Professional Services (EJCDC E-500 (2014)).

- b **REVISIONS TO EJCDC E-500:** This exhibit contains the list of revisions to the E-500 (2014), “Agreement Between Owner and Engineer for Professional Services” for RUS funded WWD projects. The exhibit consists of a checklist of changes that must be made to the standard EJCDC documents to ensure they comply with Agency requirements. The actual changes must be made using either bold type additions and deletions with strike-outs or addenda showing all revisions.
- c **RUS CERTIFICATION PAGE:** This exhibit consists of a certification, to be signed by the engineer and owner, stating the fees for engineering services and certifying that the required changes were made to the Owner – Engineer Agreement. This certification is to be attached as the last page of the Owner-Engineer Agreement.
- d **THE CONSTRUCTION CONTRACT AND BIDDING DOCUMENTS – MODIFICATIONS FOR RUS FUNDED PROJECTS:** This exhibit explains the use of the EJCDC construction contract and bidding documents. It includes a table of all the required documents and instruction for modification and review of these documents.
- e **ENGINEER’S DEVELOPMENT OF INSTRUCTIONS TO BIDDERS:** This exhibit contains instructions for the engineer to develop Instructions to Bidders using C-200 (Rev 1) (2013), “Suggested Instructions to Bidders” and a checklist of modifications included in the exhibit.
- f **ENGINEER’S DEVELOPMENT OF BID FORM:** This exhibit contains a checklist of changes that must be made by the engineer to the C-410 (2013), “Bid Form for Construction Contracts”.
- g **ENGINEER’S DEVELOPMENT OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:** This exhibit contains a checklist of changes that must be made by the engineer to C-520 (Rev 1) (2013), “Agreement between Owner and Contractor for Construction Contract (Stipulated Price)”.
- h **ENGINEER’S DEVELOPMENT OF SUPPLEMENTARY CONDITIONS:** This exhibit contains instructions for the engineer to develop Supplementary Conditions using C-800 (Rev 1) (2013), “Guide to the Preparation of Supplementary Conditions” and a checklist of modifications included in the exhibit.
- i **CERTIFICATE OF OWNER’S ATTORNEY AND AGENCY CONCURRENCE:** This exhibit consists of two certificates, on a single page, to be attached to the construction contract and signed upon execution. The first is a certificate signed by the owner’s attorney and the second is the State Engineer’s concurrence in the executed construction contract. This certificate is to be attached after the Owner-Contractor Agreement (C-520 (Rev 1) (2013)) in the construction contract.

- j ENGINEER'S CERTIFICATION OF FINAL PLANS AND SPECIFICATIONS:
This exhibit is a certification by the engineer to the owner and RD that the plans and specifications have been completed in accordance with RUS requirements. This certificate is to be provided to the Agency with the final plans and specifications prior to advertisement for bids.

**THE ENGINEERING AGREEMENT
MODIFICATIONS FOR RUS FUNDED PROJECTS**

1 PURPOSE

This exhibit explains the use of the EJCDC Owner – Engineer Agreement for RUS funded projects and includes instructions for modification and review of the Agreement Between Owner and Engineer for Professional Services (EJCDC E-500 (2014)).

2 GENERAL INFORMATION

The EJCDC has developed a 2014 edition of the Owner-Engineer Agreement that, when assembled as described in this Bulletin, is acceptable for use on WWD projects funded by RUS.

3 INSTRUCTIONS

a Process. Instructions to modify EJCDC E-500 (2014) prior to use on RUS funded WWD projects are as follows:

- (1) Engineer must attach the list of “Revisions to the EJCDC E-500 (2014)” to the Agreement as an addendum or make the specific changes listed using bold type additions and deletions with strike-outs.
- (2) Engineer must include the “RUS Certification Page” in the Agreement (Exhibit C of this Bulletin).
- (3) Project-specific requirements may be added to Exhibit J of E-500 (2014).
- (4) Owner and Engineer must select a payment method from Exhibit C of E-500 (2014) (see below).
- (5) Owner and Engineer must sign the Agreement and complete and sign the RUS Certification Page (Exhibit C of this Bulletin).
- (6) Agency must review to ensure changes were made as required or revisions were attached and that the certification is attached, completed, and acceptable.
- (7) Agency completes and signs the RUS Certification page.

b Approval. The executed Owner-Engineer Agreement must be approved by Rural Development prior to Agency concurrence in any payment of RUS funding for engineering services.

c Subsurface Utility Data. ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” is mentioned in Exhibits A and B of the Agreement. Note that the use of this ASCE standard is optional, but the scope of engineering services in this Agreement includes the Engineer discussing whether or not the standard will be used on a given project.

- d Payment for Services. The standard Exhibit C from E-500 (2014), “Payments to Engineer for Services and Reimbursable Expenses,” should be used along with the E-500 (2014) Owner-Engineer Agreement, but only the following Compensation Packets are allowed for use with RUS funded projects (other compensation packets are not allowed):
- (1) Allowed for Basic Services:
 - Lump Sum (Compensation Packet BC-1)
 - Standard Hourly Rates (Compensation Packet BC-2)
 - (2) Allowed for RPR Services:
 - Lump Sum (Compensation Packet RPR-1)
 - Standard Hourly Rates (Compensation Packet RPR-2)
 - (3) Allowed for Additional Services:
 - Standard Hourly Rates (Compensation Packet AS-1)
- f Insurance. Exhibit G (to E-500), “Insurance,” amounts should be established by the Owner based on advice from the Owner’s attorney or a risk manager hired by the Owner.
- g Limitations of Liability. Exhibit I (to E-500 (2014)), “Limitations of Liability,” is permissible to be used on RUS funded projects.

REVISIONS TO EJCDC E-500

- Amend paragraph 4.01.A by inserting the following text after the first sentence: “Invoices must include a breakdown of services provided.”
- In paragraph 6.04.B replace “shall” with “may”.
- Modify paragraph 7.01.A.25 by striking “, as an Additional Service.”
- Add paragraph 7.01.A.38 to the Agreement as follows:

Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

- Add paragraph 8.05 to the Agreement as follows:

8.05 Federal Requirements

A. Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 (2014) hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency’s applicable requirements. This Agreement shall not be effective unless the Funding Agency’s designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency’s designated representative concurs.

B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

C. Restrictions on Lobbying. Engineer and each Consultant shall comply with “*Byrd anti-lobbying amendment (31 U.S.C. 1352)*” if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

Modifications to Exhibit A of the Agreement

- Replace paragraph A1.01.A.1.b with "In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency."
- Delete paragraph A1.01.A.1.c.
- Insert the following additional text at the end of Article A1.01.A.8: "The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency."
- Modify paragraph A1.01.A.10 by inserting "and approved by the Agency" after "When mutually agreed."
- If applicable, add the following immediately after paragraph A1.01.A.14: "Provide an Environmental Report as defined at 7 CFR 1970 or other Agency approved format. The Environmental Report must be concurred in by the Agency."
- Replace paragraph A1.01.A.16 with "Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's and Agency's comments."
- Modify paragraph A1.02.A by inserting "and concurrence by Agency" after the words "acceptance by Owner."
- Modify paragraph A1.02.A.2 by inserting "and Agency" after "authorized by Owner."
- Add the following to the end of paragraph A1.02.A.8: "Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article."
- Add the following immediately after paragraph A1.03.A.9: "The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the

drawings and specifications and certify that the final drawings and specifications comply with those standards.”

- Modify paragraph A1.03.A.10 by adding the “and Agency” after the word “counsel.”
- Insert paragraph A1.03.A.12 stating, “Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer’s Certification of Final Plans and Specifications (Attachment J of the RUS Bulletin 1780-26) for this purpose.”
- Modify paragraph A1.03.B by deleting the period at the end of the paragraph and adding: “and all final design phase deliverables have been accepted by Owner.”
- Add the following to the end of paragraph A1.04.A.2: “Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.”
- Replace paragraph A1.04.A.6 with the following: “The Engineer shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved “or equals” and substitutes. Review of substitutes and “or equals” shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.”
- Add the following sentence immediately after paragraph A1.04.A.9: “Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.”
- Paragraph A1.05.A.4: Insert “and chair” after “Participate in” regarding the preconstruction conference.
- Delete “If requested by Owner to do so” from Article A1.05.A.6 regarding the Engineer maintaining a set of Drawings and Specifications.
- Insert paragraph A1.05.A.9.c stating “The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.”
- Add the following text at the end of paragraph A1.05.A.18: “Review of substitutes and “or equals” shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.”
- Insert paragraph A1.05.A.24.a: “Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.”

- Modify paragraph A1.05.A.22 by striking the words “Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer’s review of record documents shall be to check that Contractor has submitted all pages.”
- Add the following to the end of paragraph A1.05.A.22: “Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.”
- Add the following text after “preparation or review of environmental assessments and impact statements” in A2.01.A.1: “not including preparation of the Environmental Report defined under Basic Services.”
- Replace the period at the end of Article A2.01.A.4 with a comma and add the following text to the end of the Article: “but only if the Owner’s request is made after completion of the Study and Report Phase.”
- Mark paragraph A2.01.A.17 as “[Deleted].”
- Replace paragraph A2.02.A.2 with the following: “Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.”

Modifications to Exhibit C of the Agreement

- Modify Exhibit C, Compensation Packet BC-1, paragraph C2.01.A.2, by adding “and Agency” after “approved in writing by the Owner.”
- Modify Exhibit C, Compensation Packet BC-2, paragraph C2.01.A.5, by inserting “and Agency” after “approved in writing by Owner.”
- Modify Exhibit C, Compensation Packet BC-2, paragraph C2.01.A.8, by inserting the following text at the end of the paragraph, “Changes will not be effective unless and until concurred in by the Owner and Agency.”
- Modify Exhibit C, Compensation Packet BC-1, paragraph C2.01,B by inserting “with concurrence of the Owner and Agency” after “the compensation amount for Engineer’s services shall be appropriately adjusted.”
- Modify text of Exhibit C, Compensation Packet BC-2, paragraph C2.03.C.2 by inserting “and Agency” after Owner in “Engineer shall give Owner written notice thereof.”
- Add paragraph C2.04.A.2 to Exhibit C, Compensation Packet RPR-2, by adding the following text to the end of the paragraph: “If rate(s) for RPR services is not indicated in

Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is \$_____ per hour."

- Modify Exhibit C, Compensation Packet RPR-1, paragraph C2.04.A.3 by inserting the following text at the end of the paragraph, "Changes will not be effective unless and until concurred in by the Owner and Agency."
- Modify Exhibit C, Compensation Packet RPR-2, paragraph 2.04.B.4, by inserting the following text at the end of the paragraph, "Changes will not be effective unless and until concurred in by the Owner and Agency."
- Modify Exhibit C, Compensation Guide RPR-2, paragraph 2.04.C.3.B by inserting "and Agency" after Owner in "Engineer shall give Owner written notice thereof."
- Modify Exhibit C, Compensation Packet RPR-2, paragraph C2.04.C.4 by deleting "at cost" and inserting "at no cost" at the end of the paragraph.
- Modify Exhibit C, Compensation Packet AS-1, paragraph C2.05.B.4, by inserting the following text at the end of the paragraph, "Changes will not be effective unless and until concurred in by the Owner and Agency."
- Modify Exhibit C, Compensation Packet AS-1, paragraph C2.05.C.3 by deleting "at cost" and inserting "at no cost" at the end of the paragraph.

Modifications to Exhibit D of the Agreement

- Add the following to the end of Exhibit D, Article D1.01.A: "Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency."
- Mark paragraph D1.01.C.12.b as [Deleted] regarding Resident Project representative role in Change Orders, Work Change Directives, and Field Orders.

Optional Exhibits: F, H, J

Modifications to Exhibit F of the Agreement

- Add the following to the end of Exhibit F, Article F5.02.D: "Engineers determinations on types and quality of materials, equipment, and component systems to be included in the Drawings and Specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition."

RUS CERTIFICATION PAGE

PROJECT NAME: _____

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500 (2014). In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$ _____
Resident Project Observation	\$ _____
Additional Services	\$ _____
TOTAL:	\$ _____

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer	Date
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Name and Title

Owner	Date
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Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative	Date
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Name and Title

THE CONSTRUCTION CONTRACT AND BIDDING DOCUMENTS MODIFICATIONS FOR RUS FUNDED PROJECTS

1 PURPOSE

This exhibit explains the use of the EJCDC construction contract and bidding documents. It includes a table of all the required documents and instruction for modification and review of these documents.

2 GENERAL INFORMATION

The EJCDC has developed a 2013 edition of the Construction Series (Owner-Contractor) documents that when assembled as described in this Bulletin is acceptable for use on WWD projects funded by RUS. All contract documents must be approved by the USDA, Rural Development State Engineer prior to advertisement for bids, the Agency must concur in award, and the executed contract documents must be approved by the USDA, Rural Development State Engineer prior to Agency concurrence in any payment of RUS funding for construction services. A copy of the signature page on the last page of this exhibit must be used for this purpose.

3 INSTRUCTIONS

- A Assembly of Documents. Bid packages must be assembled in accordance with the following notes, requirements of Exhibits E through J, and the table below:
- B Indicating Revised Text. Although the following instructions direct that changes be made to various EJCDC construction documents, actual changes to EJCDC standard language must be made using either bold type additions or deletions with strike-outs or addenda showing all revisions.
- C General Conditions. The EJCDC General Conditions (C-700 (Rev 1) (2013)) should not be modified. Changes to C-700 (Rev 1) (2013) should only be made via the Supplementary Conditions, except in unusual cases as approved by the USDA RD State Engineer.
- D EJCDC Suggested Language. The Instruction to Bidders and Supplementary General Conditions must be developed by the Engineer based on EJCDC guidance documents and the instructions and Exhibits below. The USDA RD State Engineer must verify that the instructions and Exhibits below were followed prior to any advertisement for bids.
- E EJCDC Standard Language. The Bid Form and the Agreement Between Owner and Contractor are standard documents from EJCDC, but must be modified before use on an RUS funded project as explained below. The USDA RD State Engineer must verify that the instructions and Exhibits below were followed prior to advertisement for bidding.
- F Project Signs. It is customary that project signs identifying the Owner, Contractor, Engineer, and Funding Agencies be displayed during project construction. The sign requirements are not included in the Supplementary Conditions, but should be a part

of the specifications prepared by the Engineer. The Engineer should contact the Rural Development State Office for specific requirements and include the sign standard in the bid package.

Note that at least five copies of the executed construction contracts documents (two for Agency, one for Engineer, one for Contractor, and one for Owner) must be submitted to the RD State Office for review and acceptance before issuance of the Notice to Proceed.

Assembling the Construction Contract and Bidding Documents

Advertisement for Bids	Use EJCDC C-111 (2013).
Instructions to Bidders	Engineer will develop the Instructions to Bidders using the Suggested Instructions to Bidders for Construction Contracts (EJCDC C-200 (Rev 1), 2013) as modified by this Bulletin.
Qualifications Statement	Use EJCDC C-451 (2013).
Bid Form	Use EJCDC C-410 (2013) as modified by this Bulletin.
Bid Bond	Use EJCDC C-430 (2013).
Notice of Award	Use EJCDC C-510 (Rev 1) (2013). Owner must obtain concurrence of Agency prior to announcing award.
Agreement Between Owner and Contractor (Stipulated Price)	Use EJCDC C-520 (Rev 1) (2013) as modified by this Bulletin.
Standard General Conditions of the Construction Contract	Use EJCDC C-700 (Rev 1) (2013). Modifications to C-700 (Rev 1) (2013) should be made in the Supplementary Conditions, not in C-700 (Rev 1) (2013) itself.
Supplementary Conditions	Engineer will develop the Supplementary Conditions using the Guide to the Preparation of Supplementary Conditions (EJCDC C-800 (Rev 1) (2013)) as modified by this Bulletin.
Performance Bond	Use EJCDC C-610 (2013). Note that the bond must be at least 100% of the bid amount.
Payment Bond	Use EJCDC C-615 (2013). Note that the bond must be at least 100% of the bid amount.
Application for Payment	Use EJCDC C-620 (2013). This documents is pre-approved for use per 7 CFR 1780.76(e).
Change Order	Use EJCDC C-941 (2013). This documents is pre-approved for use per 7 CFR 1780.76(h)(2).
Notice to Proceed	Use EJCDC C-550 (2013).
Certificate of Substantial Completion	Use EJCDC C-625 (2013).
Compliance Statement	Use Form RD 400-6.
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions	Use Form AD-1048.
Certification for Contracts, Grants, and Loans	Use Exhibit A-1 of RD Instruction 1940-Q.
Construction Project Sign	Template provided by RD State Office.
Certificate of Owner's Attorney	Use template provided in Exhibit I of this Bulletin.
Engineer's Certification of Final Plans and Specifications	Use template provided in Exhibit J of this Bulletin.

ENGINEER'S DEVELOPMENT OF INSTRUCTIONS TO BIDDERS

The Engineer will develop the Instructions to Bidders using the Suggested Instructions to Bidders (EJCDC C-200 (Rev 1), 2013) and using the instructions provided in this Bulletin. In addition, the Engineer must ensure that any applicable state or federal wage rate requirements are added to the Instructions to Bidders (ITB) at Article 24. The USDA, Rural Utilities Service, Water and Waste Disposal program does not require the use of Davis Bacon Wage rates in most cases, but other sources of federal funds may.

- ITB 3.01 The second suggested version of 3.01 is not acceptable for use on RUS funded projects. Owners must not preclude entities from submitting bids.
- ITB 8.01 Bid security must be equal to 5% of the Bidder's maximum Bid price.
- ITB 9.01 The second suggested version of 9.01 (applicable to Price-plus-Time bids) is not acceptable for use on RUS funded projects.
- ITB 11 The following text shall be used for Article 11:

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed “or-equal.” Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.

- ITB 12.01 Do not include this first paragraph of Article 12.
- ITB 12.02 Do not include this second paragraph of Article 12.
- ITB 12.03 Insert the following text at the beginning of the third paragraph of Article 12, “If required by the bid documents.”

- ITB 12.05 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- ITB 12.06 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06A.
- ITB 14.01 The fourth suggested version of 14.01 (for cost-plus-fee bids) is not acceptable for use on RUS funded projects.
- ITB 14.04 Do not include Article 14.04 (applicable only to Price-plus-Time bids).
- ITB 19.03.B The fourth suggested version of 19.03.B (for Cost-plus-Fee bids) will not be used.
- ITB 19.03.C Will not be used (applicable only to Price-plus-Time bids).
- ITB 24 The following text must be used for Article 24:

ARTICLE 24 FEDERAL REQUIREMENTS

24.01 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.

ENGINEER'S DEVELOPMENT OF BID FORM

Development of the Bid Form must be based on the Bid Form for Construction Contracts (EJCDC C-410, 2013) as modified below.

- In Article 5, "Basis of Bid," do not use the Suggested Formats for Price-plus-Time Bids or Cost-plus-Fee bids.
- Use the first version of Article 6.01 regarding "Time of Completion."
- Add the following additional required Attachments to Article 7.01, "Attachments to this Bid":
 - H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
 - I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
 - J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

**ENGINEER'S DEVELOPMENT OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

Development of the Agreement between Owner and Contractor must be based on EJCDC C-520 (Rev 1), 2013, as modified below:

- Delete paragraph 4.04 in its entirety and insert the following in its place:

[Deleted]

- Amend paragraph 6.02.A.1.a by adding 95 to the blank.
- Amend paragraph 6.02.A.1.a by deleting the period at the end of the first sentence, replacing it with a semicolon, and by striking out the following text: "If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;"
- Amend paragraph 6.02.A.1.b by adding 95 to the blank.
- Amend paragraph 6.02.B by inserting "of the entire construction to be provided under the Contract Documents" after "Substantial Completion."

ENGINEER'S DEVELOPMENT OF SUPPLEMENTARY CONDITIONS

The Engineer will develop Supplementary Conditions using the guidance from the Guide to the Preparation of Supplementary Conditions (EJCDC C-800 (Rev 1), 2013), instructions provided in this Bulletin, and by adding other project-specific supplementary conditions as required for the project.

The Supplementary Conditions document that is developed for a specific Project is the contractual means by which the Standard General Conditions (EJCDC C-700 (Rev 1), 2013) are modified and supplemented for the Project. The references in the Supplementary Conditions items below (and in EJCDC C-800 (Rev 1) (2013) as published) to adding, amending, or supplementing are referring to the paragraphs of C-700 (Rev 1) (2013). Thus the first item below, SC-1.01.A.8, is a contractual provision that adds the stated language ("The Change Order form to be used etc.") to Paragraph 1.01.A.8 of C-700 (Rev 1) (2013).

As in C-800 (Rev 1) (2013) itself, the actual Supplementary Conditions (contract terms) are shown in bold as modified below. Also included below are a few Guidance Notes to assist in development of the Project-specific Supplementary Conditions document. The Guidance Notes are not in bold.

The Supplementary Conditions items that follow are mandatory for each specific Project, unless noted otherwise. In most cases they are new (supplemental) SC items; in a few cases, they replace or expand on a Supplementary Condition item that is in EJCDC C-800 (Rev 1) (2013), as published.

In addition to including the items that follow in the Supplementary Conditions document for the specific Project, the Engineer (in cooperation with the Owner) also should follow the guidance of EJCDC C-800 (Rev 1) (2013), as published, to develop other SC items for inclusion in the Project-specific Supplementary Conditions document; as the published guidance indicates, some of the published SC items are mandatory, or require additional Project-specific input, such as insurance coverage limits. Other SC items in C-800 (Rev 1) (2013) as published are optional but in many cases will be useful for the specific Project.

Include the following RUS-mandated Supplementary Conditions (or follow the Guidance Notes provided) in the Supplementary Conditions document for the specific Project:

- SC 1.01.A.8 Add the following language at the end of last sentence of Paragraph 1.01.A.8:

The Change Order form to be used on this Project is EJCDC C-941. Agency approval is required before Change Orders are effective.

- SC 1.01.A.48 Add the following language at the end of the last sentence of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

- SC 1.01.A.49 Add the following new Paragraph after Paragraph 1.01.A.48:

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

- SC 1.01.A.50 Add the following new Paragraph after Paragraph 1.01.A.49:

Agency - The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.

- SC 2.02.A Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor five copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

- SC 2.06.B (Non-mandatory). Guidance Note: If the parties do not intend to develop electronic or digital transmittal protocols, then Paragraph 2.06B of the General Conditions may be deleted. Use the following Supplementary Condition in such case:
- SC- 2.06.B Delete Paragraph 2.06.B and replace it with the term **[Deleted]**.

Guidance Note, continued: If the use of electronic data, electronic media, or electronic project monitoring is planned for this Project, then the parties may develop a protocol with the assistance of the Engineer or Consensus DOCS form 200.2 may be added to the Construction Contract as an Exhibit. If Consensus DOCS form 200.2 will be used, then include the following Supplementary Condition:

SC-2.06.B Add the following language to the end of 2.06.B:

Special requirements for electronic data apply to this Project. See attached Exhibit entitled “Electronic Communications Protocol Addendum,” Consensus DOCS form 200.2.

- SC 4.01.A Amend the last sentence of Paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

- SC 4.05.C.2 Amend Paragraph 4.05.C.2 by striking out the following text: “abnormal weather conditions;” and inserting the following text:

Abnormal Weather Conditions;

- SC 5.03 Guidance Note: Amend Paragraph 5.03 using one of the suggested Paragraphs SC 5.03 in EJCDC C-800 (Rev 1) (2013), concerning reports and drawings of conditions at the Site, and any Technical Data in the reports and drawings on whose accuracy the Contractor may rely.
- SC 5.06 Guidance Note: Amend Paragraph 5.06 using one of the suggested Paragraphs SC 5.06 from EJCDC C-800 (Rev 1) (2013), concerning reports and drawings regarding Hazardous Environmental

Conditions at the Site, and any Technical Data in those reports and drawings on whose accuracy the Contractor may rely.

- SC 6.03 Guidance Note: Amend Paragraph 6.03 identifying specific insurance coverage requirements using guidance from EJCDC C-800 (Rev 1) (2013).
- SC 7.04.A Amend the third sentence of Paragraph 7.04.A by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or 'or-equal' item is permitted.
- SC 7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out “and;” and adding a period at the end of Paragraph a.3.
- SC 7.04.A.1 Delete paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:

[Deleted]
- SC 7.06.A Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.
- SC 7.06.B Delete paragraph 7.06.B in its entirety and insert the following in its place:

[Deleted]
- SC 7.06.E Amend the second sentence of Paragraph 7.06.E by striking out “**Owner may also require Contractor to retain specific replacements; provided, however, that**”.
- SC 10.03 Guidance Note: Amend Paragraph 10.03 using one of the two alternatives presented in C-800's (Rev 1) (2013) section on SC 10.03 (either the Engineer will provide Resident Project Representative services on the Project, with specific authority and responsibilities, or Engineer will not provide Resident Project Representative services).
- SC 11.07.C Add the following new Paragraph after Paragraph 11.07.B:

All Contract Change Orders must be concurred in by Agency before they are effective.
- SC 13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:

[Deleted]
- SC 15.01.B Amend the second sentence of Paragraph 15.01.B.1 by striking out the following text: “**a bill of sale, invoice, or other.**”
- SC 15.01.B.3 Add the following language at the end of paragraph 15.01.B.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

- SC 15.01.B.4 Add the following new Paragraph after Paragraph 15.01.B.3:

The Application for Payment form to be used on this Project is EJCDC C-620. The Agency must approve all Applications for Payment before payment is made.

- SC 15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

- SC 15.02.A Amend Paragraph 15.02.A by striking out the following text: **"no later than seven days after the time of payment by Owner"** and insert **"no later than the time of payment by Owner."**
- SC 18.09 Add the following new paragraph after Paragraph 18.08:

Tribal Sovereignty. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the {insert name of Tribe} Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

- SC 19 Add Article 19 titled **"FEDERAL REQUIREMENTS"**
- SC 19.01 Add the following language as Paragraph 19.01 with the title **"Agency Not a Party"**:
 - A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.**
- SC 19.02 Add the following sections after Article 19.01 with the title **"Contract Approval"**:
 - A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit I of RUS Bulletin 1780-26) before Owner submits the executed Contract Documents to Agency for approval.**
 - B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.**
- SC 19.03 Add the following language after Article 19.02.B with the title **"Conflict of Interest"**:
 - A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or**

financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

- SC 19.04 Add the following language after Article 19.03.A with the title **“Gratuities”**:
 - A. **If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.**
 - B. **In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.**

- SC 19.05 Add the following language after Article 19.04.B with the title **“Small, Minority and Women's Businesses”**:
 - A. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. If Contractor intends to let any subcontracts for a portion of the work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:**
 - (1) **Placing qualified small and minority businesses and women's business enterprises on solicitation lists;**
 - (2) **Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;**
 - (3) **Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;**

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;**
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and**

- SC 19.06 Add the following after Article 19.05.A.(5) with the title **“Anti-Kickback”**:
 - A. Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that Contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Owner shall report all suspected or reported violations to Agency.**

- SC 19.07 Add the following after Article 19.06.A with the title **“Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended”**:
 - A. Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

- SC 19.08 Add the following after Article 19.07.A with the title **“Equal Employment Opportunity”**:
 - A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

- SC 19.09 Add the following after Article 19.08.A with the title **“Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)”**:
 - A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q, Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used Federal appropriated funds to pay any person or organization**

for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

- SC 19.10 Add the following after Article 19.09.A with the title “**Environmental Requirements**”:

When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

- A. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.**
- B. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.**
- C. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).**
- D. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.**
- E. Mitigation Measures – The following environmental mitigation measures are required on this Project: {Insert mitigation measures here}.**
- SC 19.11 Add the following after Article 19.10.E. with the title “**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**”:
- A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the**

worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- SC 19.12 Add the following after Article 19.11.A. with the title **“Debarment and Suspension (Executive Orders 12549 and 12689)”**:
 - A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), **“Debarment and Suspension.”** SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

 - SC 19.13 Add the following after Article 19.12.A. with the title **“Procurement of recovered materials”**:
 - A. The Contractor must comply with 2 CFR Part 200.322, **“Procurement of recovered materials.”**
-

CERTIFICATE OF OWNER’S ATTORNEY AND AGENCY CONCURRENCE

CERTIFICATE OF OWNER’S ATTORNEY

PROJECT NAME:

CONTRACTOR NAME:

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Name

Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name

ENGINEER'S CERTIFICATION OF FINAL PLANS AND SPECIFICATIONS

PROJECT NAME: _____

The final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, comply with all requirements of the U.S. Department of Agriculture, Rural Utilities Service, to the best of my knowledge and professional judgment.

If the Engineers Joint Contract Documents Committee (EJCDC) documents have been used, all modifications required by RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

Engineer

Date

Name and Title

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service
RUS BULLETIN 1780-35

SUBJECT: Guidance for the Implementation of American Iron and Steel (AIS) Requirements with Rural Utilities Service (RUS) Financial Assistance

TO: Rural Development (RD) state directors, RUS program directors, and state engineers.

EFFECTIVE DATE: Date of approval.

OFFICE OF PRIMARY INTEREST: Engineering and Environmental Staff (EES), Water and Environmental Programs (WEP).

INSTRUCTIONS: This is a new Bulletin and does not replace any existing RUS Bulletin.

AVAILABILITY: This Bulletin, as well as any RD or RUS instructions, regulations, or forms referenced in this Bulletin are available at any RD State Office. The State Office staff is familiar with the use of the documents in their States and can answer specific questions on RD requirements.

This Bulletin is available on the RUS website at <https://www.rd.usda.gov/publications/regulations-guidelines/bulletins/water-and-environmental>.

PURPOSE: This Bulletin assists RD staff in providing information and guidance to applicants, professional consultants, general contractors, and manufacturers regarding the AIS Requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The intended outcome of this Bulletin is to instruct and inform RD State Office staff and others on how to implement these requirements to ensure compliance with the AIS requirements.

MODIFICATIONS: RD State Offices may modify this guidance when appropriate to comply with state statutes and regulations in accordance with the procedures outlined at RD Instruction 2006-B (2006.55).

for 
SCOTT BARRINGER
Acting Assistant Administrator
Water and Environmental Programs

August 30, 2017
Date

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Exhibits:

- A AMERICAN IRON & STEEL COMPLIANCE STATEMENT
- B ENGINEER'S CERTIFICATION OF COMPLIANCE
- C GENERAL CONTRACTOR'S (PRIME) CERTIFICATION OF COMPLIANCE
- D EXAMPLE OF A MANUFACTURER'S CERTIFICATION LETTER OF COMPLIANCE
- E EXAMPLES OF MUNICIPAL CASTINGS
- F EXAMPLES OF CONSTRUCTION MATERIALS
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- H INFORMATIONAL CHECKLIST FOR PROJECT SPECIFIC WAIVER REQUEST
- I EXAMPLE COST TABLE FOR A PROJECT COST WAIVER
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ABBREVIATIONS

AIS – American Iron and Steel
ANTHC – Alaska Native Tribal Health Consortium
AWWA – American Water Works Association
CFR – Code of Federal Regulations
EO – Executive Order
NIST – National Institute of Standards and Technology
NSF – National Sanitation Foundation
OGC – Office of General Counsel
PL – Public Law
PER – Preliminary Engineering Report
RAVG – Rural Alaska Village Grant
RD – Rural Development
RUS – Rural Utilities Service
USC – United States Code
USDA – United States Department of Agriculture
WEP – Water and Environmental Programs
WWD – Water and Waste Disposal

DEFINITIONS

“Assistance recipient” is the entity that receives funding assistance from programs required to comply with Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. This term includes owner and/or applicant.

“Certifications” means the following:

- *Manufacturers’* certification is documentation provided by the manufacturer or fabricator to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a supplier, distributor, vendor, etc. vs. from the manufacturer or fabricator directly, then the supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certification letters to the parties purchasing the products.
- *Engineers’* certification is documentation that plans, specifications, and bidding documents comply with AIS.
- *Contractors’* certification is documentation submitted upon substantial completion of the project that all iron and steel products installed were produced in the United States.

“Coating” means a covering that is applied to the surface of an object. If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

“Construction materials” are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. See Exhibit F for examples.

Note: Mechanical and electrical components, equipment and systems are not considered construction materials. See definition of mechanical and electrical equipment.

“Consulting engineer” is an individual or entity with which the owner has contracted to perform engineering/architectural services for water and waste projects funded by the programs subject to AIS requirements).

“De minimis incidental components” are various miscellaneous low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of

the project. Examples of incidental components could include small washers, screws, fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc.

Costs for such de minimis incidental components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

“General contractor” is the individual or entity with which the applicant has contracted (*or is expected to*) to perform construction services (or for water and waste projects funded by the programs subject to AIS requirements). This includes bidders, contractors that have received an award from the applicant and any party having a direct contractual relationship with the owner/applicant. A general contractor is often referred to as the prime contractor.

“Iron and steel products” are defined as the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

“Manufacturers” meaning a supplier, fabricator, distributor, materialman, or vendor is an entity with which the applicant, general contractor or with any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the applicant, contractor or a subcontractor.

“Manufacturing processes” are processes such as melting, refining, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic iron and steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

“Mechanical equipment” is typically that which has motorized parts and/or is powered by a motor. “Electrical equipment” is typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does apply to mechanical equipment.

“Minor components” are components *within* an iron and/or steel product otherwise compliant with the American Iron and Steel requirements. This is different from the de minimis definition where de minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver, would allow non-domestically produced miscellaneous minor

components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product to be used. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only minor components within said product and the iron or steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of minor components could include items such pins and springs in valves/hydrants, bands/straps in couplings, and other low cost items such as small fasteners etc.

“Municipal castings” are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure. See Exhibit E for examples.

“National Office” refers to the office responsible for the oversight and administration of the program nationally. The National Office sets policy, develops program regulations, and provides training and technical assistance to help the state offices administer the program. The National Office is located in Washington, D.C.

“Owner” is the individual or entity with which the general contractor has contracted regarding the work, and which has agreed to pay the general contractor for the performance of the work, pursuant to the terms of the contract for water and waste projects funded by the programs subject to AIS requirements. For the purpose of this Bulletin, this term is synonymous with the term “applicant” as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the programs subject to the AIS requirements.

“Pass through Entities” is an entity that provides a subaward to a loan and/or grant recipient to carry out part of a Federal program. Examples are grantees utilizing the Revolving Loan Program and Household Water Well Program and Alaska Native Tribal Health Consortium (ANTHC) or the State of Alaska from the RAVG Program.

“Primarily iron or steel” is defined as a product made of greater than 50 percent iron or steel, measured by cost. The cost should be based on the material costs. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and steel, the AIS requirements do not apply.

For example, the cost of a fire hydrant includes:

- (1) The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
- (2) The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- (1) The additional material costs for the non-iron and steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- (2) The cost to assemble the internal workings into the hydrant body.

“Produced in the United States” means that the production in the United States of the iron or steel products used in the project requires that all manufacturing processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

“Project” is the total undertaking to be accomplished for the applicant by consulting engineers, general contractors, and others, including the planning, study, design, construction, testing, commissioning, and start-up, and of which the work to be performed under the contract is a part. A project includes all activity that an applicant is undertaking to be financed in whole or part by programs subject to AIS requirements. The intentional splitting of projects into separate and smaller contracts or obligations to avoid AIS requirements is prohibited.

“Reinforced Precast Concrete” may not consist of at least 50 percent iron or steel, but the reinforcing bar and wire must be produced in the United States and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the United States.

“Steel” means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

“Structural steel” is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

“Ultimate recipient” is a loan or grant recipient receiving funds from a pass-through entity. Examples include: (1) a loan recipient from the Revolving Loan Fund; (2) a loan recipient from the Household Water Well Program; and (3) a grant recipient from ANTHC or the State of Alaska from the RAVG Program.

“United States” means each of the several states, the District of Columbia, and each Federally Recognized Indian Tribe.

1 BACKGROUND

- a Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, applies a new American Iron and Steel (AIS) requirement to the following programs:
- (1) Water and Waste Disposal Loan and Grant program;
 - (2) Guaranteed Loan Funds;
 - (3) Revolving Loan Funds;
 - (4) Emergency Community Water Assistance Grants;
 - (5) Section 306C Colonias and Tribal Set-Aside Grants;
 - (6) Rural Alaskan Native Village Grants;
 - (7) Household Water Well System Grants; and
 - (8) Rural Economic Area Partnership Zone projects.
- b The basic concept of this new requirement is that all iron and steel products used in projects funded by RUS WEP must be produced in the United States. Iron and steel products are specifically defined and does not include every item consisting of any quantity of iron and/or steel.
- c Statutory Language: SEC. 746 Division A Title VII the Consolidated Appropriations Act of 2017.
- (a)(1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by sections 306, 306A, 306C, 306D, 306E, and 310B of the Consolidated Farm and Rural Development Act ([7 U.S.C. 1926](#) et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
- (2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Secretary or the designee receives a request for a waiver under this section, the Secretary or the designee shall make available to the public on an informal basis a copy of the request and information available to the Secretary or the designee concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Secretary or the designee shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Department.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Secretary may retain up to 0.25 percent of the funds appropriated in this Act for “Rural Utilities Service—Rural Water and Waste Disposal Program Account” for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) Subsection (a) shall not apply with respect to a project for which the engineering plans and specifications include use of iron and steel products otherwise prohibited by such subsection if the plans and specifications have received required approvals from State agencies prior to the date of enactment of this Act.

(g) For purposes of this section, the terms “United States” and “State” shall include each of the several States, the District of Columbia, and each federally recognized Indian tribe.

- d American Iron and Steel (AIS) refers to requirements mandated by Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.
- e The statute refers to Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

2 APPLICABILITY

- a The requirements of AIS apply only to projects that construct, alter, enlarge, extend, maintain, repair or otherwise improve rural water, sanitary sewage, solid waste disposal, and storm wastewater disposal facilities.
- b The requirements apply to projects using funds from programs listed in Section 1 a of this Bulletin. Any amount of funding from these programs requires compliance with the AIS requirements. Use of funds from these programs is not allowed unless the requirements for AIS are met for the entire project. Projects that leverage funds from other funding sources are also subject the requirements.
- c The requirements apply in the United States as defined in Section 746 (g) of the statute and therefore do not apply to projects located in Puerto Rico, the Virgin Islands, or the Western Pacific Territories.
- d The requirements apply to any used AIS products to be constructed in the project.
- e The requirements do not apply to projects for which any funds were obligated on or before May 5, 2017. The requirements therefore do not apply to subsequent obligations of funds for projects which had an initial obligation of funds on or before May 5, 2017.
- f The requirements do not apply to contracts which were executed prior to or on May 5, 2017, regardless of the date of obligation.
- g The requirements do not apply to projects for which contracts were executed and/or construction is already underway and/or completed prior to applying to USDA funding.
- h The requirements do not apply to products primarily composed of iron and/or steel (composed of more than 50 percent) if they are not listed in the statute.
- i The requirements do not apply to raw materials used in the production of iron or steel such as iron ore, limestone, scrap iron and scrap steel.
- j The requirements do not apply to any items that are at the construction site temporarily, such as scaffolding, trench boxes, or equipment temporarily used or stored on site.
- k The requirements do not apply when the sole purpose of the loan and/or grant is to fund non-construction activities such as capacity/connection fees or the acquisition of a system.

- l The requirements supersede any regulation on full and open competition stated in 7 CFR 1780.70 (b) and 2 CFR Part 200.319. For example, if an iron and steel product that is compliant with AIS is made by only one manufacturer provided documentation is submitted and verified, sole source procurement of said product may be used.
 - m The requirements only apply to the final product as delivered to the work site and incorporated into the project. The need for compliance of an item with AIS depends on whether or not the final assembled product is listed. Components of a final product even if they are listed, do not need to comply with the AIS requirements. In the case of an assembled product where the primary component is not listed in the 2017 Consolidated Appropriations Act and includes components/appurtenances that are specifically listed, said assembled product is not subject to AIS (e.g. pump assembly).
- 3 IMPLEMENTATION (Agency, Owner, Engineer, General Contractor, Manufacturers et. al., Pass through Entities, Ultimate Recipients)
- a There are several parties involved in compliance with the AIS requirements and some requirements are specific to a party.
 - b The parties that have one or more responsibilities under AIS include: the Agency, funding recipients under the Water and Waste Disposal Loan and Grant program and Guaranteed Loan Program, consulting engineers, construction contractors, suppliers, distributors, manufacturers, lenders under the Guaranteed Loan Program; grantees under the revolving loan program, Household Water Well program, and grantees under the 306C, ECWAG programs, and RAVG programs, as well as loan recipients under the Revolving Loan and Household Water Well program.
 - c For exceptions please see Section 2.
- 4 RESPONSIBILITIES UNDER THE WATER & WASTE DISPOSAL (WWD) LOAN & GRANT PROGRAM: *AGENCY RESPONSIBILITIES*
- a State Director:
 - (1) ***Approve*** and set aside a sufficient budget for travel so that Area Specialists and State Engineers can perform their responsibilities under this section.

b Community Programs Director:

- (1) **Ensure** that all Grant Agreements, Letters of Conditions, Loan Resolutions and Conditional Commitments for Guarantees, include appropriate language prior to obligation of funds (see Section 17).
- (2) **Budget** for travel so that State Engineers (as applicable) can perform their responsibilities under this section.

c State Engineer:

- (1) **Ensure** that the cost estimates in the PER reflect AIS requirements.
- (2) **Ensure** that agreements for engineering services include AIS language (see Section 16).
- (3) **Ensure** that plans, specifications and bidding documents include required language (see Section 16).
- (4) **Obtain** engineer's certification letter where the consulting engineer certifies that plans, specifications, and bidding documents comply with AIS and commits that bid addenda, executed contracts and change orders will comply with AIS (see Exhibit B).
- (5) Monitoring: For each project, **perform** a site visit during active construction and complete the AIS checklist (see Exhibit J). Provide an electronic copy to National Office upon final payment.
- (6) Change orders and partial payment estimates: **Verify** the consulting engineer, general contractor and owner have signed C-941 and C-620 of EJCDC and manufacturers' certifications letters (as applicable) (see Exhibit D) are included with the submittal.
- (7) Substantial completion of project: **Obtain** a copy of the contractor's certification letter (see Exhibit C). **Obtain** a list of manufacturers from the consulting engineer for AIS products used in the project (including manufacturer name and location, product(s)) and provide an electronic copy to the National Office Engineer(s).
- (8) Special cases:
 - (a) Where owner provides their own engineering and/or construction services, **obtain** copies of engineers', contractors' (prepared by the owner), and manufacturers' certification letters (as applicable) for the Agency to insert into the Agency file.
 - (b) Where owner directly procures AIS products, **obtain** copies of manufacturers' certification letters for the Agency to insert into the Agency file.

d Area Office Specialist:

- (1) Pre-construction Conference: **Read** a statement outlining the AIS requirements (see Exhibit A) during the conference.
- (2) Guaranteed Program: **Ensure** that conditional commitments include AIS language (i.e. Section 17 a)
- (3) Partial payment estimates: **Verify** that the consulting engineer, general contractor and owner have signed C-620 of EJCDC.

5 OWNER RESPONSIBILITIES

- a Owners are ultimately responsible for compliance with AIS requirements.
- (1) **Sign** loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
 - (2) **Sign** agreements for engineering services, executed construction contracts and all other appropriate and necessary documents which include AIS language.
 - (3) **Acknowledge** responsibility for compliance with AIS requirements by signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC).
 - (4) Substantial completion of project: **Obtain** the certification letters from the consulting engineer and **maintain** this documentation for the life of the loan.
 - (5) Special Cases
 - (a) Where the owner provides their own engineering and/or construction services, **provide** copies of engineers' (see Exhibit B), contractors' (see Exhibit C), and manufacturers' certification letters (see Exhibit D) (*as applicable*) to the Agency. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all AIS clauses from Section 16 must be included in the Agreement for Engineering Services.
 - (b) Where the owner directly procures AIS products, the owner must:
 - (i) **Include** clauses from Section 17 a not including 17 a (1) in the procurement contracts.
 - (ii) **Obtain** manufacturers' certification letters and provide copies to consulting engineers and contractors.

6 CONSULTING ENGINEER RESPONSIBILITIES

- (1) **Include** costs of compliance with AIS in engineering fees (if appropriate) and in engineer's opinions of probable cost and associated revisions.
- (2) Agreements for engineering services: **Include** AIS language (see Section 16).
- (3) Plans, specifications, bidding documents and bid addenda: **Include** required AIS language (see Section 16). For any AIS products specified by brand names, **obtain** a manufacturer's certification letter (see Exhibit D) from the manufacturer to verify the products comply with AIS.
- (4) **Certify** that plans, specifications, and bidding documents comply with AIS and **commit** that bid addenda, executed contracts and change orders will comply with AIS and **submit** a letter to the Agency prior to authorization to advertise for bids (see Exhibit B).
- (5) Award: **Provide** copies of manufacturers' certification letters to the general contractor on any specified brand name AIS products in the plans, specifications and bidding documents including any bid addenda.

- (6) Shop drawing submittal: **Review** shop drawings and change orders to ensure compliance with AIS. For shops drawings under consideration for any brand name, equal and/or substitute, and any iron and steel products subject to AIS, **obtain** a manufacturers' certification letter (see Exhibit D) from the general contractor to verify the products comply with AIS.
- (7) **Keep** all certification letters (including those from the engineer, contractor and any manufacturer providing AIS products) in the engineer's project file.
- (8) Change Order: For any change order under consideration for any AIS products, **obtain** a manufacturer's certification letter (see Exhibit D) from parties submitting the change proposal to ensure compliance with AIS.
- (9) **Acknowledge** responsibility for compliance with AIS requirements by signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC).
- (10) Substantial completion of project: **Obtain** the contractors' certification letter (see Exhibit C) and copies of manufacturers' certification letters for all AIS products used in the project. **Provide** copies of engineer's, contractors', and manufacturers' certification letters to the owner and copy of contractor's certification letter to the Agency. **Provide** a list of manufacturers to the RD State Engineer for AIS products used in the project (including manufacturer name and location, product(s)).

7 CONSTRUCTION CONTRACTOR RESPONSIBILITIES

- a Construction contractors must use and install iron and steel products that are compliant with AIS as part of the permanent work.
 - (1) Bid submittal: for proposed equals and substitutes, **provide** manufacturers' certification letter (see Exhibit D) to verify the products comply with AIS.
 - (2) Award: **Obtain** copies of manufacturers' certification letters (see Exhibit D) from the consulting engineer for brand name products specified by the consulting engineer.
 - (3) Shop drawing submittal: For proposed equals, substitutes and any iron and steel product subject to AIS, **provide** manufacturers' certification letters (see Exhibit D) to verify the products comply with AIS.
 - (4) Prior to construction: **Ensure** that copies of manufacturers' certification letters including those from others (e.g. consulting engineer, owner, etc.) for any AIS products to be used in the project is in the project file on site prior to installation.
 - (5) Change Order: For any AIS products proposed in a change proposal, **provide** manufacturers' certification letter (see Exhibit D) to the consulting engineer to verify the products comply with AIS.
 - (6) **Acknowledge** responsibility for compliance with AIS requirements by signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC).

- (7) **Keep** all manufacturer certification letters (including those from the engineer, general contractor and any manufacturer providing AIS products) on site during construction in the construction project file.
- (8) **Substantial completion of the project: Provide** the general contractor's certification (see Exhibit C) letter to the engineer that all iron and steel products installed comply with AIS. This certification is to be submitted upon substantial completion of the project to the project engineer.

8 MANUFACTURER, SUPPLIER, DISTRIBUTOR RESPONSIBILITIES

- (1) If iron and steel products are produced in the United States as defined in this Bulletin, **prepare** (*applicable to manufacturers and fabricators*) or **obtain** (*applicable to suppliers, distributors, vendors, etc.*) manufacturers' certification letters (see Exhibit D) and make available upon request to consulting engineers, general contractors, etc.

9 PASS THROUGH ENTITIES (e.g. Grantees utilizing the Revolving Loan Program and Household Water Well Program)

- (1) **Sign** Grant Agreements which include AIS language (See Section 17).
- (2) **Include** AIS language in loan agreement their borrowers (See Section 17 a).
- (3) **Monitor** for compliance.
- (4) **Perform** corrective actions to ensure compliance where needed.

10 ULTIMATE RECIPIENT (e.g. Loan Recipients under Revolving Loan Program, Homeowners under the Household Water Well Program)

- a Loan recipients are ultimately responsible for compliance with AIS requirements.
 - (1) **Sign** loan agreements which include AIS language (see Section 17 a).
 - (2) **Include** required AIS language (see Section 17 a) in any agreements for engineering services and contracts for construction services and procurement of AIS products.
 - (3) **Obtain** manufacturers' certification letters for AIS products and include a copy in project files.
- b Homeowners are ultimately responsible for compliance with AIS requirements.
 - (1) **Sign** a loan agreement accepting responsibility to ensure AIS products used to construct, refurbish, or service individually-owned household water well systems are produced in the United States.
 - (2) **Obtain** manufacturers' certification letters (see Exhibit D) from contracted service providers (e.g. well driller) and maintain a copy on-site for the duration of the loan.

11 RESPONSIBILITIES UNDER THE GUARANTEED LOAN PROGRAM

AIS applies to projects funded by Section 306A – Guaranteed Loan Program.

- a Lenders are responsible to ensure that ultimate recipients comply with AIS requirements.
- b Loan recipients are ultimately responsible for compliance with AIS requirements.
- c Project specialists will ensure that conditional commitments include AIS language (i.e. Section 17 a)

12 ECWAG

AIS applies to projects funded by ECWAG.

- a If construction contracts were awarded and/or executed or construction began prior to application, these projects are not subject to AIS (see Section 2).
- b If construction contracts were awarded and/or executed or construction began during the application process, these projects are subject to AIS.

13 SECTION 306C COLONIAS AND TRIBAL SET-ASIDE GRANTS

AIS applies to projects funded by Section 306 C including Colonias and Tribes.

14 RURAL ALASKAN NATIVE VILLAGE GRANTS

AIS applies to projects funded by Section 306 D – the Rural Alaskan Native Village Grant Program.

- a Special Cases:
 - (1) If a project is administered by Alaska RD State Office, please **follow** this Bulletin.
 - (2) If the project is administered by the State of Alaska or ANTHC:
 - (a) **Sign** grant agreements and letters of intent to meet conditions which include AIS language (See Section 17), accepting AIS requirements in those documents and in the letter of conditions.
 - (b) **Include** AIS language in grant agreement their grantees (See Section 17 a).
 - (c) **Monitor** for compliance.
 - (d) **Perform** corrective actions to ensure compliance where needed.

15 RURAL ECONOMIC AREA PARTNERSHIP ZONE (REAP)

AIS applies to projects funded by Section 310 B – REAP.

16 CONTRACT PROVISIONS

To ensure compliance with the AIS requirements specific AIS contract language must be included in each contract including agreements for engineering services, construction contract documents and purchase agreements prepared by the owner.

- a Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2014)
- (1) (E-500, Article 5.01.A)
Add the following to 5.01.A: “Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.”
 - (2) (E-500, Article 5.03.B)
Add paragraph 5.03.B: “Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.”
 - (3) (E-500, Exhibit A.1.03.A.13):
Add paragraph A.1.03.A.13: “Services required to determine and certify that to the best of the Engineer’s knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer’s knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver *{add project specific waivers as applicable}* apply to this contract.”
 - (4) (E-500, Exhibit A.1.04.A.10)
Add paragraph A.1.04.A.10: “Provide copies of Manufacturers’ Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers’ Certification Letters are to be included in the Bidding

Documents and must be kept in the engineer's project file and on site during construction."

- (5) (E-500, Exhibit A.1.04.11)
Add paragraph A.1.04.A.11: "Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the engineer's project file and on site during construction."
- (6) (E-500, Exhibit A.1.05.A.17)
Modify A.1.05.A.17 by adding the following prior to the first sentence: "Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction."
- (7) (E-500, Exhibit A.1.05.A.18)
Add the following to A.1.05.A.18 to the end of the paragraph as amended by RUS Bulletin 1780-26: "Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable."
- (8) (E-500, Exhibit A.1.05.A.19)
Add subparagraph A.1.05.A.19.d: "Receive and review all Manufacturers' Certification Letters for materials required to comply with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction."

- (9) (E-500, Exhibit A.1.05.A.20)
Add subparagraph (c) to the end of A.1.05.A.20: “(c) Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.”
- (10) (E-500, Exhibit A.1.05.A.25)
Add item “a” as a deliverable under paragraph A.1.05.A.25: “(a) Obtain the Contractors’ Certification letter and copies of Manufacturers’ Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer’s, Contractors’, and Manufacturers’ Certification letters to the Owner and a copy of Contractor’s Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer’s name and location, and product(s) to the Agency.”
- (11) (E-500, Exhibit B.2.02)
Add the following language to B.2.02: “Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:
- (a) **Signing** loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
 - (b) **Signing** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby **acknowledging** responsibility for compliance with American Iron and Steel requirements.
 - (c) **Obtaining** the certification letters from the consulting engineer upon substantial completion of the project and **maintaining** this documentation for the life of the loan.
 - (d) Where the owner provides their own engineering and/or construction services, **providing** copies of engineers’, contractors’, and manufacturers’ certification letters (*as applicable*) to the Agency. All certification letters must be kept in the engineer’s project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.
 - (e) Where the owner directly procures American Iron and Steel products, **including** American Iron and Steel clauses in the procurement

contracts and **obtaining** manufacturers' certification letters and **providing** copies to consulting engineers and contractors.

(12) (E-500, Exhibit D1.01.C.11.g)

Add sub paragraph D.1.01.C.11.g: “(g) Maintain all Manufacturers’ Certification letters in the project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable.”

b Bidding and Construction Contract Documents (EJCDC C-Series, 2013)

(1) Advertisement for Bids (C-111):

Add at the end of C-111 prior to the Owner’s name: “Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver *{add project specific waivers as applicable}* apply to this contract.”

(2) Instructions to Bidders (C-200):

(a) (C-200, Article 5.01.C)

Delete the semicolon at the end of 5.01.C and **insert the following:**
...including but not limited to American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference which apply to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) (C-200, Article 11.01)

Modify paragraph 11.01, as previously amended by RUS 1780-26, by inserting the following sentence after “Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions.

Each such request shall include Manufacturer's Certification letter for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents."

(c) (C-200, Article 24.02)

Add paragraph to 24.02: "Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver *{add project specific waivers as applicable}* apply to this contract."

(3) Bid Form (C-410)

(a) (C-410, Article 3.01.C)

Add language at the end of the sentence of Article 3.01.C: "...and including all American Iron and Steel requirements."

(b) (C-410, Article 7.01)

Add 7.01.K after 7.01.J (7.01.J added by RUS 1780-26): K. Manufacturer's Certification letter of compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for all equals or substitutes approved by Addenda for American Iron and Steel products as provided in these Contract Documents.

(4) Supplementary General Conditions (C-800)

(a) (C-800, Article SC 1.01.A.51)

Add 1.01.A.51 after 1.01.A.50 (as amended by RUS 1780-26):

"*Manufacturer's Certification letter* is documentation provided by the manufacturer, supplier, distributor, vendor, fabricator, etc. to various entities stating that the American Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel requirements. Refer to Manufacturer's Certification Letter provided in these Contract Documents."

- (b) (C-800, Article SC 1.01.A.52)
Add 1.01.A.52 after 1.01.A.51: “AIS - refers to requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”
- (c) (C-800, Article SC 7.03)
Add sentence 7.03.d: “All iron and steel products must meet American Iron and Steel requirements.”
- (d) (C-800, Article SC 7.04.B.1)
Add 7.04.B.1: “Contractor shall include a Manufacturer’s Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents. In addition, for the Deminimis Waiver, Contractor shall maintain an itemized list of incidental components and ensure that the cost is less than 5% of total materials cost for project; for the Minor Components Waiver, the Contractor shall maintain a list of products to which the minor components waiver applies and the cost of the non-domestically produced component is less than 5% of total materials cost of that product.”
- (e) (C-800, Article SC 7.05.A.3.a.4)
Add 7.05.A.3.a.4: “4) comply with American Iron and Steel by providing Manufacturer’s Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.”
- (f) (C-800, Article SC 7.11.A)
Modify 7.11.A by inserting the following after “written interpretations and clarifications,”: “Manufacturers’ Certification letter is documentation provided by the manufacturer, supplier, distributor, vendor, fabricator, etc. to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel Requirements. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.”
- (g) (C-800, Article SC 7.16.A.1.e)
Add 7.16.A.1.e: “e. obtained Manufacturer’s Certification letter for any item in the submittal subject to American Iron and Steel requirements and include

the Certificate in the submittal. Refer to Manufacturer's Certification Letter provided in these Contract Documents."

- (h) (C-800, Article SC 7.16.D.9)
Add 7.16.D.9: "Engineer's review and approval of Shop Drawing or Sample shall include review of compliance with American Iron and Steel requirements, as applicable."
- (i) (C-800, Article SC 7.17.E)
Add 7.17.E: "Contractor shall certify upon Substantial Completion that all Work and Materials has complied with American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Contractor shall provide said Certification to Owner. Refer to General Contractor's Certification Letter provided in these Contract Documents."
- (j) (C-800, Article SC 10.10.A)
Add 10.10.A American Iron & Steel: "A. "Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017).
- (k) (C-800, Article SC 11.06.A.1)
Modify 11.06.A.1 by inserting the following sentence after "within 15 days after the submittal of the Change Proposal.": "Include supporting data (name of manufacturer, city and state where the product was manufactured, description of product, signature of authorized manufacturer's representative) in the Manufacturer's Certification Letter, as applicable."

- (l) (C-800, Article SC 14.03.G)
Add 14.03.G: “G. Installation of Materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.”
- (m) (C-800, Article SC 15.01.B.4)
Add 15.01.B.4: “4. By submitting Materials for payment, Contractor is certifying that the submitted Materials are compliant with American Iron and Steel requirements. Manufacturer’s Certification letter for Materials satisfy this certification. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.”
- (n) (C-800, Article SC 15.01.C.2.d)
Add 15.01.C.2.d: “d. the Materials presented for payment comply with American Iron and Steel.”
- (o) (C-800, Article SC 15.03.A)
Modify 15.03.A by adding the following after the last sentence: “Services required to determine and certify that to the best of the Contractor’s knowledge and belief all substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates, and those installed for the project are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.”
- (p) (C-800: Article 19, SC 19.14):
Add “Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver *{add project specific waivers as applicable}* apply to this contract.”
- (q) (C-800: Article 19, SC 19.15):
Add SC 19.15 Definitions:
“Assistance recipient” is the entity that receives funding assistance from programs required to comply with Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development,

Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. This term includes owner and/or applicant.

“Certifications” means the following:

- *Manufacturers’* certification is documentation provided by the manufacturer or fabricator to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a supplier, distributor, vendor, etc. vs. from the manufacturer or fabricator directly, then the supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certification letters to the parties purchasing the products.
- *Engineers’* certification is documentation that plans, specifications, and bidding documents comply with AIS.
- *Contractors’* certification is documentation submitted upon substantial completion of the project that all iron and steel products installed were produced in the United States.

“Coating” means a covering that is applied to the surface of an object. If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

“Construction materials” are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”.

Note: Mechanical and electrical components, equipment and systems are not considered construction materials. See definition of mechanical and electrical equipment.

“Consulting engineer” is an individual or entity with which the owner has contracted to perform engineering/architectural services for water and waste projects funded by the programs subject to AIS requirements).

“De minimis incidental components” are various miscellaneous low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of incidental components could include small washers, screws, fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc.

Costs for such de minimis incidental components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

“General contractor” is the individual or entity with which the applicant has contracted (*or is expected to*) to perform construction services (or for water and waste projects funded by the programs subject to AIS requirements). This includes bidders, contractors that have received an award from the applicant and any party having a direct contractual relationship with the owner/applicant. A general contractor is often referred to as the prime contractor.

“Iron and steel products” are defined as the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

“Manufacturers” meaning a supplier, fabricator, distributor, materialman, or vendor is an entity with which the applicant, general contractor or with any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the applicant, contractor or a subcontractor.

“Manufacturing processes” are processes such as melting, refining, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic iron and steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as

iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

“Mechanical equipment” is typically that which has motorized parts and/or is powered by a motor. “Electrical equipment” is typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does apply to mechanical equipment.

“Minor components” are components *within* an iron and/or steel product otherwise compliant with the American Iron and Steel requirements. This is different from the de minimis definition where de minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver, would allow non-domestically produced miscellaneous minor components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product to be used. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only minor components within said product and the iron or steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of minor components could include items such pins and springs in valves/hydrants, bands/straps in couplings, and other low cost items such as small fasteners etc.

“Municipal castings” are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.

“National Office” refers to the office responsible for the oversight and administration of the program nationally. The National Office sets policy, develops program regulations, and provides training and technical assistance to help the state offices administer the program. The National Office is located in Washington, D.C.

“Owner” is the individual or entity with which the general contractor has contracted regarding the work, and which has agreed to pay the general contractor for the performance of the work, pursuant to the terms of the contract for water and waste projects funded by the programs subject to AIS requirements. For the purpose of this Bulletin, this term is synonymous with the term “applicant” as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the programs subject to the AIS requirements.

“Pass through Entities” is an entity that provides a subaward to a loan and/or grant recipient to carry out part of a Federal program. Examples are grantees utilizing the Revolving Loan Program and Household Water Well Program and Alaska Native Tribal Health Consortium (ANTHC) or the State of Alaska from the RAVG Program.

“Primarily iron or steel” is defined as a product made of greater than 50 percent iron or steel, measured by cost. The cost should be based on the material costs. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and steel, the AIS requirements do not apply.

For example, the cost of a fire hydrant includes:

- (1) The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
- (2) The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- (1) The additional material costs for the non-iron and steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- (2) The cost to assemble the internal workings into the hydrant body.

“Produced in the United States” means that the production in the United States of the iron or steel products used in the project requires that all manufacturing processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

“Project” is the total undertaking to be accomplished for the applicant by consulting engineers, general contractors, and others, including the planning, study, design, construction, testing, commissioning, and start-up, and of which the work to be performed under the contract is a part. A project includes all activity that an applicant is undertaking to be financed in whole or part by programs subject to AIS requirements. The intentional splitting of projects into separate and smaller contracts or obligations to avoid AIS requirements is prohibited.

“Reinforced Precast Concrete” may not consist of at least 50 percent iron or steel, but the reinforcing bar and wire must be produced in the United States and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are

considered to be a construction material and must be produced in the United States.

“Steel” means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

“Structural steel” is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

“Ultimate recipient” is a loan or grant recipient receiving funds from a pass-through entity. Examples include: (1) a loan recipient from the Revolving Loan Fund; (2) a loan recipient from the Household Water Well Program; and (3) a grant recipient from ANTHC or the State of Alaska from the RAVG Program.

“United States” means each of the several states, the District of Columbia, and each Federally Recognized Indian Tribe.

c Purchase Agreements

Add award language from Section 17 a not including 17 a (1).

17 PROVISIONS OF LETTERS OF CONDITIONS, LOAN RESOLUTIONS, GRANT AGREEMENTS, AND CONDITIONAL COMMITMENTS

a Standard Award Language for WWD, ECWAG, Guaranteed Loan Program, 306C, RAVG Administered by USDA, and REAP

Add the following language:

“Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies a new American Iron and Steel (AIS) requirement to obligations made after May 5th, 2017:

(1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.

(2) The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that—

- (a) applying the requirement would be inconsistent with the public interest;
- (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.”

(1) Additional Language (not to be included in purchase agreements)

Add: “Owners are ultimately responsible for compliance with AIS requirements and will be responsible for the following:

- (a) **Signing** loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
- (b) **Signing** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby **acknowledging** responsibility for compliance with American and Iron Steel requirements.
- (c) **Obtaining** the certification letters from the consulting engineer upon substantial completion of the project and **maintaining** this documentation for the life of the loan.
- (d) Where the owner provides their own engineering and/or construction services, **providing** copies of engineers’, contractors’, and manufacturers’ certification letters (*as applicable*) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer’s project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 must be included in the Agreement for Engineering Services.
- (e) Where the owner directly procures AIS products, **including** AIS clauses in the procurement contracts and **obtaining** manufacturers’ certification letters and **providing** copies to consulting engineers and contractors.

b Standard Award Language for Revolving Loan Funds, RAVG Administered by ANTHC or the State of Alaska, Guaranteed Loan Program and Household Water Well Program

Add the following language to award agreements to ultimate recipients:
 “Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies a new American Iron and Steel requirement to obligations made after May 5th, 2017:

(1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.

(2) The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that—

- (a) applying the requirement would be inconsistent with the public interest;
- (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.”

18 PURCHASE OF EQUIPMENT AND MATERIALS

Irrespective of who purchases AIS products, owner, contractor or other parties must ensure that the products were produced in the United States as defined in this Bulletin. It is the manufacturers’ responsibility to provide manufacturers’ certification letters to ensure compliance with AIS requirements. The AIS requirements supersede any regulation on full and open competition stated in 7 CFR 1780.70(b) and (d) and 2 CFR Part 200.319. For example, if an iron and steel product that is compliant with AIS is made by only one manufacturer, sole source procurement of said product may be used.

19 WAIVER PROCESS

a General

Each entity that receives financial assistance for the construction, alteration, maintenance, or repair of water and waste infrastructure from programs mandated to comply with the statute, must use iron and steel products produced in the United States. A waiver is a legal document granting a project an exception to AIS requirements, to use iron and steel products of non-domestic origin specified in the waiver(s). More than one waiver could be applied to a project.

Any funding recipient including the ultimate recipients subject to AIS requirements are eligible to apply for waivers as outlined in the statute which states:

“A waiver may be granted by the Secretary of Agriculture or designee, if one or more of the following conditions are met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.”

Until a waiver is granted by USDA, the AIS requirement stands except with respect to municipalities covered by international agreements (see Section 22).

One public interest waiver has been granted by the Secretary of Agriculture or designee that addresses: (1) de minimis items and (2) minor components. This waiver is national in scope and applies to all projects. The term de minimis applies to products when they occur as de minimis incidental components and is intended for assistance recipients to use for their projects. The term minor components applies to minor components *within* an iron and/or steel product and is intended for manufacturers to certify that their products comply with the AIS requirements. For definitions of de minimis and minor components see Definitions.

b Application

To request a project specific waiver, proper and sufficient documentation must be provided by the assistance recipient (see Exhibit H).

To apply for a waiver under *condition one (public interest)*, applicants and their consulting engineers must demonstrate definitive impacts on the community if a specified product is not utilized. Information must be submitted to the National

Office (via ESEEngineering@wdc.usda.gov), copy the RD State Engineer and approved by the Administrator of RUS. Public interest waivers national in scope will be identified and approved by the Administrator of RUS.

To apply for a waiver under *condition two (quantity or quality)*, applicants and their consulting engineers must submit the information outlined in Exhibit I to the National Office (via ESEEngineering@wdc.usda.gov).

To apply for a waiver under *condition three (25 percent of project cost)*, applicants and their consulting engineers must submit the information in Exhibit I and J to the National Office (via ESEEngineering@wdc.usda.gov).

All waiver applications must be submitted to National Office. If a RD State Office receives any waiver requests, the request must be submitted to National Office for approval.

c Timing

Waivers should be submitted prior to and no later than with the submission of final plans, specifications, and bidding documents for any iron and steel products of known foreign origin. All waivers requests must be approved by the Agency prior to authorization to advertise for bids. In the event that a waiver is requested post award, it must be approved by the Agency prior to construction. In the event that a waiver is requested during construction such as via a change order, it must be approved by the Agency prior to installation.

d Evaluation by USDA

After receiving an application for a waiver of the AIS requirements, USDA National Office will publish the request on its website for 15 days and receive informal comment. National Office will evaluate whether the application adequately documents the statutory basis cited for the waiver. The Secretary or designee will determine whether or not to grant the waiver. Approved and disapproved waivers will be posted on the USDA AIS website.

For project specific waivers where EPA and USDA are co-funding and the applicant has already submitted a request to and received an approved waiver from EPA, USDA will review said waiver for the co-funded project. Applicants/owners or their representatives are required to submit the *approved* waiver to ESEEngineering@wdc.usda.gov for USDA RD review and concurrence.

All approved waivers must be included in the bidding documents, any bid addenda, change orders, and partial estimates. All information presented in waiver requests are subject to verification. Waiver requests deliberately containing false information will be rejected.

20 MONITORING

In order to comply with the Executive Order 13788 “Buy American, Hire American”, dated April 18, 2017, and AIS requirements, monitoring activities will be completed by the State Office and/or the National Office.

21 NON-COMPLIANCE

No Federal funds made available for the rural water, waste water, waste disposal, and solid waste management programs authorized by sections 306, 306A, 306C, 306D, 306E, and 310B of the Consolidated Farm and Rural Development Act ([7 U.S.C. 1926](#) et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public utility system unless all of the iron and steel products used in the project are produced in the United States.

Noncompliance occurs when funds are used from these programs for construction, alteration, maintenance, or repair using non-domestic iron or steel products and the product is not covered by either a project-specific or a national waiver. Loan and grant recipients should avoid noncompliance at all times as it is a violation of a Federal statute.

Process for Noncompliance

- (1) Identify the noncompliant product.
- (2) The loan or grant recipient or pass through entity notifies appropriate USDA RD State or National Office contact.
- (3) If USDA RD State Office is notified, the Program Director will notify the National Office, Director of EES.
- (4) USDA will apply remedies for noncompliance as per 2 CFR 200 §§338 – 342.

22 INTERNATIONAL AGREEMENTS

The AIS requirements apply in a manner consistent with United States obligations under international agreements. In the few cases where such an agreement exists between a loan and/or grant recipient and an international entity, that recipient is under the obligation to determine the applicability of the AIS requirements and document the actions taken to comply with these requirements.

23 USE OF EXHIBITS

The following explains the purpose of each Exhibit to this Bulletin:

- a **AMERICAN IRON & STEEL COMPLIANCE STATEMENT:** Exhibit A consists of a statement to be read by the Rural Development representative during the preconstruction conference. In addition, the RD representative should read Sections 5, 6, and 7 of this Bulletin to remind the owner, consulting engineer, and general contractor of their roles and responsibilities to comply with AIS.
- b **ENGINEER’S CERTIFICATION OF COMPLIANCE:** Exhibit B consists of a letter to be completed and signed by the consulting engineer certifying that he/she will ensure that

plans, specifications, and bidding documents and associated bid addenda, executed contracts and change orders for this project will comply with the AIS requirements. This certification letter is to be submitted to the Agency for approval prior to approval of the Advertisement for Bids and must be kept in the engineers project file and on-site during construction.

- c **GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE:** Exhibit C consists of a letter to be completed and signed by the general contractor certifying that he/she will ensure that all iron and steel products installed for this project by their company and by any and all subcontractors and manufacturers their company has contracted with comply with the AIS requirements. This certification letter is to be submitted upon substantial completion of the project to the project engineer.
- d **EXAMPLE OF A MANUFACTURER'S CERTIFICATION LETTER OF COMPLIANCE:** Exhibit D is an example of a letter to be completed and signed by the manufacturer certifying that he/she will ensure that all iron and steel products and/or materials shipped or provided for the subject project are in full compliance with the American Iron and Steel requirement. This includes listing each individual item/product/material provided to the project and providing the location of this/these item(s) being manufactured including assembly. All manufacturers' certification letters must be kept in the engineer's project file and on site during construction.
- e **EXAMPLES OF MUNICIPAL CASTINGS:** Exhibit E provides a sample list of iron and steel products that are subject to the AIS requirements. This list is not exhaustive and is meant to provide examples.
- f **EXAMPLES OF CONSTRUCTION MATERIALS:** Exhibit F provides a sample list of construction materials that are subject to the AIS requirements. This list is not exhaustive and is meant to provide examples.
- g **EXAMPLES OF NON-CONSTRUCTION MATERIALS:** Exhibit G provides a sample list of items that are not subject to the AIS requirements. This list is not exhaustive and is meant to provide examples.
- h **INFORMATIONAL CHECKLIST FOR PROJECT SPECIFIC WAIVER REQUEST:** Exhibit I is a checklist that is to be completed by the applicant and/or consulting engineer to help ensure that all appropriate and necessary information is submitted with the request to USDA. This checklist should not be used for a public interest waiver, is for informational purposes only and does not need to be included as part of a waiver application. Project specific waivers may be requested if one or more of the following conditions applies: (1) The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; (2) The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent. All approved waivers must be included in the bidding documents, any bid addenda, change orders, and partial estimates.

All information presented in waiver requests are subject to evaluation. Waiver requests deliberately containing false information will be rejected.

- i **EXAMPLE COST TABLE FOR A PROJECT COST WAIVER:** This exhibit is an example of a table that must be included with any cost based project waiver request. Information included in the table: product reference in the specification, brief description of the product, quantity, unit, unit price and two costs of the item: (1) cost of an AIS compliant product and (2) cost of a non-domestic product. The total cost for all items will be part of the evaluation for the project cost waiver. Note: Information in this table is subject to evaluation. Waiver requests deliberately containing false information in order to receive a project cost waiver will be rejected.

- j **CHECKLIST FOR STATE ENGINEERS:** This exhibit is a checklist that should be completed by the RD State Engineer for each project during active construction. It is important to note items being stored on-site for installation are compliant with AIS. Please ask the Resident Project Representative (RPR) if it is unclear whether or not the items in question are compliant with AIS (e.g. via manufacturer's certification letters). For checklists, RD field staff should take pictures of visible items subject to AIS. Pictures should include the manufacturer's label. If there is no label, please ask to be shown the manufacturer's certification for the item in question from the RPR or consulting engineer if on-site to verify that the items in question are compliant. These checklists and attached pictures are to be submitted to National Office upon final payment.

AMERICAN IRON & STEEL COMPLIANCE STATEMENT

“Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project.

All parties are required to comply with these requirements and to ensure that all iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”

ENGINEER'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE

DATE:

**RE: PROJECT NAME
APPLICANT
CONTRACT NUMBER**

I hereby certify that to the best of my knowledge and belief all iron and steel products referenced in the Plans, Specifications, and Bidding Documents for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee. This certification is not intended to be a warranty in any way, but rather the designer's professional opinion that to the best of their knowledge the documents comply.

I hereby commit that to the best of my ability all iron and steel products that will be referenced in the Bid Addenda, Executed Contracts, and Change Orders will comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Name of Engineering Firm (PRINT)

By Authorized Representative (SIGNATURE)

Title

This letter is to be submitted prior to Agency authorization of Advertisement for Bids.

GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE

DATE:

RE: PROJECT NAME
APPLICANT
CONTRACT NUMBER

I hereby certify that to the best of my knowledge and belief all iron and steel products installed for this project by my company and by any and all subcontractors and manufacturers my company has contracted with for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee.

This certification is to be submitted upon completion of the project to the project engineer.

Name of Construction Company (PRINT)

By Authorized Representative (SIGNATURE)

Title

EXAMPLE OF A MANUFACTURER'S CERTIFICATION LETTER OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE

Date:

Company Name:

Company Address:

Subject: AIS Step Certification for Project (X), Owner's Name, and Contract Number

I, (company representative), certify that the (melting, bending, galvanizing, cutting, etc.) processes for (manufacturing or fabricating) the following products and/or material shipped or provided for the subject project is in full compliance with the AIS requirement as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

Item, Products and/or Materials, and location of delivery (City, State):

- 1.
- 2.

Such processes for AIS took place at the following location:

(City, State)

This certification is to be submitted upon request to interested parties (e.g. municipalities, consulting engineers, general contractors, etc.)

If any of the above compliance statements change while providing materials to this project, please immediately notify the person(s) who is requesting to use your product(s).

Authorized Company Representative Signature

(Note: *Authorized signature shall be manufacturer's representative not the material distributor or supplier*)

EXAMPLES OF MUNICIPAL CASTINGS (*includes but not limited to*):

Access Hatches;
Ballast Screen;
Benches (Iron or Steel);
Bollards;
Cast Bases;
Cast Iron Hinged Hatches, Square and Rectangular;
Cast Iron Riser Rings;
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards;
Curb Openings;
Detectable Warning Plates;
Downspout Shoes (Boot, Inlet);
Drainage Grates, Frames and Curb Inlets;
Inlets;
Junction Boxes;
Lampposts;
Manhole Covers, Rings and Frames, Risers;
Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

EXAMPLES OF CONSTRUCTION MATERIALS (*includes but not limited to*):

Wire rod, bar, angles

Concrete reinforcing bar, wire, wire cloth

Wire rope and cables

Tubing

Framing

Joists

Trusses

Fasteners (i.e., nuts and bolts)

Welding rods

Decking

Grating

Railings

Stairs

Access ramps

Fire escapes

Ladders

Wall panels

Dome structures

Roofing

Ductwork

Surface drains

Cable hanging systems

Manhole steps

Fencing and fence tubing

Guardrails

Doors

Stationary screens

EXAMPLES OF NON-CONSTRUCTION MATERIALS – *(includes but not limited to):*
(NOTE: *includes appurtenances necessary for their intended use and operation and are not subject to AIS*)

Pumps

Motors

Gear reducers

Drives (including variable frequency drives (VFDs))

Electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators)

Mixers

Gates (e.g. sluice and slide gates)

Motorized screens (such as traveling screens)

Blowers/aeration equipment

Compressors

Meters (flow and water meters)

Sensors

Controls and switches

Supervisory control Data acquisition (SCADA)

Membrane bioreactor systems

Membrane filtration systems (includes RO package plants)

Filters

Clarifier arms and clarifier mechanisms

Rakes

Grinders

Disinfection systems

Presses (including belt presses)

Conveyors

Cranes

HVAC (excluding ductwork)

Water heaters

Heat exchangers

Generators

Cabinetry and housings (such as electrical boxes/enclosures)

Lighting fixtures

Electrical conduit

Emergency life systems

Metal office furniture

Shelving

Laboratory equipment

Analytical instrumentation

Dewatering equipment.

INFORMATIONAL CHECKLIST FOR PROJECT SPECIFIC WAIVER REQUEST

Please reference the specifications of the product.

Information	<input type="checkbox"/>	Note
<p>General</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> – Description of the foreign and domestic construction materials – Unit of measure – Quantity – Price – Date that product is needed (e.g. time of delivery or availability) – Location of the construction project – Name and address of the proposed supplier – A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime 		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> – Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products (Exhibit J) – Relevant excerpts from the bid documents used by the contractors to complete the comparison – Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> – Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials – Documentation of the assistance recipient’s efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. – Date that product is needed (e.g. time of delivery or availability) to provide justification – Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects? 		

CHECKLIST FOR STATE ENGINEERS

Date _____ Project Name _____

Project Type: __Water__ Wastewater__ Stormwater__ Solid Waste

Applicant/Owner Name:

Project % Completion (*estimated*):

Total Project Cost:

Estimated Materials Cost:

<u>Items</u>	<u>Stored</u>	<u>OR</u>	<u>Installed?</u>	<u>US Made (Y/N)/Manufacturer Name</u>
Ductile Iron Pipe	<input type="checkbox"/>		<input type="checkbox"/>	_____
Reinforced Conc. Pipe	<input type="checkbox"/>		<input type="checkbox"/>	_____
Other Steel Pipe	<input type="checkbox"/>		<input type="checkbox"/>	_____
Fittings	<input type="checkbox"/>		<input type="checkbox"/>	_____
Valve Boxes	<input type="checkbox"/>		<input type="checkbox"/>	_____
Hydrants	<input type="checkbox"/>		<input type="checkbox"/>	_____
Valves	<input type="checkbox"/>		<input type="checkbox"/>	_____
Fittings/Bends/etc.	<input type="checkbox"/>		<input type="checkbox"/>	_____
Manholes	<input type="checkbox"/>		<input type="checkbox"/>	_____
Manhole Frames/Covers	<input type="checkbox"/>		<input type="checkbox"/>	_____
Other Municipal Castings	<input type="checkbox"/>		<input type="checkbox"/>	_____
Detection Plates	<input type="checkbox"/>		<input type="checkbox"/>	_____
Grates	<input type="checkbox"/>		<input type="checkbox"/>	_____
Manholes/Precast Conc.	<input type="checkbox"/>		<input type="checkbox"/>	_____
Steel Roofing Materials	<input type="checkbox"/>		<input type="checkbox"/>	_____
Steel Doors & Frames	<input type="checkbox"/>		<input type="checkbox"/>	_____
Steel Tanks/Pressure Vessels	<input type="checkbox"/>		<input type="checkbox"/>	_____
Reinforcing Bar/Wire	<input type="checkbox"/>		<input type="checkbox"/>	_____
Steel Stairs/Catwalks/Railings	<input type="checkbox"/>		<input type="checkbox"/>	_____
Unknown Iron/Steel Item	<input type="checkbox"/>		<input type="checkbox"/>	_____

Deminimis Waiver

General contractor maintains an itemized list of incidental components and the cost is less than 5% of total materials cost for project. YES NO

Minor Components Waiver

General contractor maintains a list of products to which the minor components waiver applies and the cost of the non-domestically produced component is less than 5% of total materials cost of that product. YES NO

Project Specific Waiver

Is there an approved waiver for this project? Is so, please list. YES NO
 Inconsistent with public interest YES NO
 Not produced in U.S. in sufficient and reasonable available quantities or of a satisfactory quality. YES NO
 Cost of the overall project increased by more than 25%. YES NO

Miscellaneous

Is there a project file that includes all manufacturers' certifications on site? If yes, please review the project file for compliance. YES NO

This inspection form was prepared by:

(Print and sign name)

Consulting Engineer/RPR present (If yes, print name):

General Contractor present (If yes, print name):

Owner/Applicant present (If yes, print name):

Others (If yes, print name):

**SCHEDULE OF TERMS AND CONDITIONS
GEOTECHNICAL, CIVIL ENGINEERING AND SURVEYING SERVICES**

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal between Civil & Environmental Consultants, Inc. ("CEC") and the CLIENT named in the attached proposal ("CLIENT"). CLIENT's acceptance of the proposal includes acceptance of the TERMS and any terms and conditions proposed by the CLIENT will be deemed to materially alter the TERMS and are hereby objected to and rejected by CEC. Acceptance of this proposal, including acceptance of the TERMS, shall occur upon the notification of CEC by CLIENT, in writing or orally, to commence performance in accordance with the proposal and the TERMS.

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances. There are no warranties provided whether express or implied.

2.0 SUBSURFACE CONDITIONS

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

3.0 SUBCONTRACTED SERVICES

CEC will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from more than one source.

4.0 SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the work set forth in this AGREEMENT. The CLIENT will notify any and all possessors of the project site that CLIENT has granted CEC free access to the site. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

CLIENT shall provide CEC with all information in CLIENT's possession concerning the Project Site or information which would materially affect performance of the work. CLIENT shall cooperate fully with CEC and shall timely provide CEC with all decisions, choices, criteria, or other determination necessary to the prosecution of the work. CLIENT shall designate a Project Manager who shall act on CLIENT's behalf.

The CLIENT is responsible for the accuracy of locations for all subterranean structures and utilities. CEC will take reasonable precautions to avoid known subterranean structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CEC for any time spent or expenses incurred by CEC in defense of any such claim with compensation to be based upon CEC's prevailing fee schedule and expense reimbursement policy.

5.0 SAMPLE DISPOSAL

CEC will dispose of all remaining soil and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

6.0 CONSTRUCTION OBSERVATION

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of the construction work as set forth in the PROPOSAL then this section applies.

For the specified assignment, CEC will report observations and professional opinions to the CLIENT. No action of CEC or CEC's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CEC will report any observed work to the CLIENT which, in CEC's professional opinion, does not conform with plans and specifications. CEC has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for the CLIENT. Furthermore, CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by the CLIENT to provide construction related services.

CEC will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or AGREEMENT of the CLIENT, or safety precautions and programs incident thereto.

CEC disclaims any and all responsibility and liability for damages that result from implementation of CEC's plans, specifications, or recommendations when CEC is not retained to observe such implementation.

7.0 BILLING AND PAYMENTS

7.1 General: Invoicing for labor will be performed in accordance with the provisions outlined in the proposal to which these Terms and Conditions are a part. Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. Payment shall be made as follows:

1. Lockbox (regular mail):
Civil & Environmental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

2. Electronic Payments:
Bank Wire Information:
Bank: PNC Bank
Pittsburgh, PA 15222

Account Name: Civil & Environmental Consultants, Inc.
333 Baldwin Road
Pittsburgh, PA 15205

PNC Bank Routing #043000096 Bank telephone Number: 412-762-1836

Civil & Environmental Consultants, Inc. – Account #2272405

If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CEC in writing within fourteen (14) calendar days of the invoice, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT to CEC per CEC's current fee schedules. In the event CLIENT fails to pay CEC within thirty (30) days after invoices are rendered, CLIENT agrees that CEC will have the right to suspend this AGREEMENT, without incurring liability to CLIENT, after giving seven (7) days written notice to CLIENT.

- 7.2 Litigation Services: If litigation services are not part of the proposal to which these Terms and Conditions are attached and are requested by CLIENT, the scope and invoicing terms for the requested litigation services will be identified in a separate proposal. The labor rate paid for senior CEC personnel (project manager, senior project manager, principal, or officer) for direct litigation support services shall generally be invoiced at a minimum rate of 1.5 times typical CEC rates, as specified in a separate proposal for those services.

8.0 REIMBURSABLE EXPENSES

The following items of direct non-salary expenses shall be billed according to the terms of our proposal.

- 8.1 Transportation and living expenses incurred for assignments outside the area.
8.2 Automobile expenses for personal or company vehicles at the allowable IRS mileage rate, plus parking and toll charges. For company vehicles, a minimum of \$85/day will be charged for use, unless the daily mileage charge for the vehicle in question exceeds \$85/day, in which case the actual daily mileage charge applies. Rental vehicles will be charged at cost.
8.3 Long distance telephone calls, telegrams, and cables.
8.4 Field survey equipment usage at \$10.00/hr.
8.5 Computer usage and word processing at \$5.00/hr. and CADD at \$15.00/hr connect time.

- 8.6 Shipping charges for soil and rock samples, field equipment, etc.
- 8.7 Project photographs and reproduction of drawings and reports.
- 8.8 Test borings, laboratory services, and other subcontracted services.
- 8.9 Other items directly identifiable to the project.

Our proposal does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost. This tax cost reimbursement will not be subject to mark-up.

9.0 TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if the CLIENT suspends the work for more than three (3) months. In the event of termination, CEC will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and report necessary to document job status at the time of termination.

10.0 SAFETY

When CEC provides construction observation or management services on the job site during project construction, it is understood that, in accordance with generally accepted practices, the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any observations of the contractor's performance conducted by our personnel will not include review of the adequacy of the contractor's safety measures in, on or near the construction site.

11.0 INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. CEC will furnish certificates of such insurance upon request. In the event the CLIENT desires additional coverage of this type CEC will, upon the CLIENT's written request, obtain additional insurance (if possible) at the CLIENT's expense. Our liability to the CLIENT for bodily injury or property damage arising out of work performed for the CLIENT for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

12.0 ALLOCATION OF RISK

- 12.1 Limitation of Remedies: Subject to all otherwise applicable statutes of limitations and repose, CLIENT agrees to limit CEC's liability to CLIENT, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this AGREEMENT, to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater.

If CLIENT prefers not to limit our professional liability to this sum, we shall waive this limitation upon CLIENT's written request, provided that CLIENT agrees to pay for this waiver at a negotiated fee. CLIENT's request for this option must be made at the time CLIENT accepts our proposal. In the event CLIENT makes a claim against us for any act arising out of the performance of our professional services, and fails to prove such claim, then CLIENT agrees to pay all legal and other costs incurred by us in defense of such claim.

- 12.2 Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential damages.
- 12.3 Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability arising from the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.
- 12.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this AGREEMENT. In the event that CLIENT requests that CEC provide additional services, CLIENT's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this AGREEMENT.

13.0 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT warrants that a reasonable effort to inform CEC of known or suspected Biological Pollutants or Hazardous Materials on or near the project site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term Hazardous Materials shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever and shall include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)) or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollution.

Hazardous Materials may exist at a site where there is no reason to believe they could or should be present. CEC and CLIENT agree that the discovery of unanticipated Hazardous Materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CEC and CLIENT also agree that the discovery of unanticipated Hazardous Materials may make it necessary for CEC to take immediate measures to protect health and safety. CLIENT agrees to compensate CEC for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

CEC agrees to notify CLIENT when unanticipated Hazardous Materials or suspected Hazardous Materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CEC harmless for any and all consequences of disclosures made by CEC which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated Hazardous Materials or suspected Hazardous Materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and save CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated Biological Pollutants, Hazardous Materials or suspected Hazardous Materials including any costs associated with possible reduction of the property's value. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated.

14.0 CHANGES

- 14.1 Unforeseen Site Conditions: CLIENT reserves the right to make reasonable changes in the work to be performed after acceptance of this AGREEMENT. CLIENT understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 14.2 Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, and these changes affect our work, any and all liability against CEC arising out of such changes is waived and you assume full responsibility for such changes unless you have given us prior notice and have received from us written consent for such changes.
- 14.3 CLIENT Requested Changes: Upon receipt of a change requested by CLIENT, CEC will obtain price quotations from the contractors and shall provide CLIENT with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. CLIENT shall authorize the requested change by amending the contract price and contract time.

15.0 MEDIATION AND ARBITRATION

- 15.1 Scope of Clause: Any claim arising out of or related to this AGREEMENT, except claims which are specifically excluded from mediation and arbitration as set forth in the "Exclusions" paragraph of this section of the AGREEMENT, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. With the exception of the claims set forth in the "Exclusions" paragraph of this section of the AGREEMENT, the mediation and arbitration provisions of this section shall apply to any and all disputes between CLIENT and CEC which arise from or which are in any way related to this AGREEMENT, including, but not limited to, the interpretation of this AGREEMENT, the enforcement of its terms, and any acts, errors, or omissions of CEC in the performance of this AGREEMENT.
- 15.2 Notice of Dispute: Within forty-five (45) days of the occurrence of any incident, action, or failure to act upon which a claim for relief is based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and a citation of the appropriate portions of this AGREEMENT that authorize the relief requested. The Notice of Dispute requirement under this paragraph does not pertain to the claims excluded from mediation and arbitration as described in the "Exclusions" paragraph of this section of the AGREEMENT.

15.3 Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a resolution on behalf of each party. Attorneys representing the parties may not be present at this meeting. The Meet and Confer requirement under this paragraph does not pertain to the claims excluded from mediation and arbitration as described in the "Exclusions" paragraph of this section of the AGREEMENT.

If, as a result of the parties having met and conferred, an agreement is reached resolving the dispute, the parties shall immediately execute an addendum to this AGREEMENT setting forth the terms of their agreement.

15.4 Facilitated Mediation: If no agreement is reached, or if the agreement does not resolve all of the issues encompassed by the Notice of Dispute, the parties shall resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this AGREEMENT and the American Arbitration Association. The Request for Mediation may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

15.5 Fees and Location: The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pittsburgh, Pennsylvania, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.6 Arbitration: Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the paragraphs set forth above. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.

15.7 Demand for Arbitration: A demand for arbitration shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

15.8 Limitation on Consolidation or Joinder: Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, any person or entity not a party to this AGREEMENT under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (3) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

- 15.9 Claims and Timely Assertion of Claims: The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.
- 15.10 Judgment on Final Award: The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 15.11 Non-Admissibility and Confidentiality: The Meet and Confer and the Facilitated Mediation are conducted under the provision that evidence may not be introduced at any later proceeding of any communication, statement, document provided, expert opinion, expert report, or offer to compromise unless such was made, provided, or disposed outside of, and not in connection with, the Meet and Confer or Facilitated Mediation. Under no circumstances may the mediator, or any documents created or maintained by the mediation, be subpoenaed, nor shall the mediator testify in any subsequent proceedings.

All communications, statements, documents provided, expert opinions, expert reports, or offers to compromise are confidential and may not be disclosed without the written consent of the party making the statement or offering the information.

- 15.12 Cross-Claims: If a party contends that all or part of a claim described in the Notice of Dispute is offset by a cross-claim, or if a party contends that it has a claim which arises out of the same factors upon which the Notice of Claim is based, the party must, within seven days after receipt of the Notice of Claim, provide a written Notice of Cross-claim setting forth the same information as required in a Notice of Claim. The cross-claim shall be resolved in the Meet and Confer or the Facilitated Mediation in the same manner as the claim described in the Notice of Dispute.

Any agreement reached in the Meet and Confer or the Facilitated Mediation shall bar the later assertion in any action, arbitration, or other proceeding of any cross-claim which was required to be asserted by this section unless the parties' written resolution agreement explicitly reserves such cross-claim.

- 15.13 Exclusions: The mediation and arbitration provisions of this section **do not apply** to claims which arise out of or relate to disputes between CEC and CLIENT concerning amounts owed CEC for performance of services and/or disputes between CEC and CLIENT concerning the payment of CEC's invoices as provided in the "Billing and Payments" section of this AGREEMENT. Rather, CEC and CLIENT agree that any court of record of Allegheny County, Pennsylvania, shall have jurisdiction and venue over any claims excluded from mediation and arbitration as provided herein.

16.0 GOVERNING LAW AND SURVIVAL

The law of the State of Pennsylvania will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

17.0 DESIGN/BUILD SERVICES

If Client requests CEC-led design-build services, those design-build services will be performed in accordance with separate terms and conditions that specifically address design-build services.

18.0 BIOLOGICAL POLLUTANTS

CEC's scope of services does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. CLIENT agrees that CEC will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, CLIENT will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by CEC's sole negligence.

19.0 CONSENT TO ASSIGN

CLIENT and CEC, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of these TERMS. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in these TERMS without the prior written consent of the other party, including, but not limited to (a) any interest in the proceeds of these TERMS, or any proceeds of claims arising from or under these TERMS; (b) any claims, causes of action or rights against the other party arising from or under these TERMS; (c) the control of claims or causes of action against the other party arising from or under these TERMS; and (d) any proceeds from claims or causes of action as security, collateral, or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of these TERMS for any reason and shall remain enforceable between parties.

20.0 FILE RETENTION

After this project is concluded, our file on the project will be closed. All documents and information within the project file will be retained by CEC, and may be sent offsite for storage. Unless you make other arrangements with us, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

END OF TERMS AND CONDITIONS



101
1/29/2020

Bill To

Melissa Womack | The Senior Center of Ashland City
104 Ruth Drive Ashland City, TN 37015

For

Walk Across TN Sponsorship

Item Description	Amount
Half Marathon Sponsorship	\$250.00

Total Cost

\$250.00

Make all checks payable to CCCEC

#4071

REMIT TO ADDRESS

CCCEC
PO Box 699
Pleasant View, TN 37146

110-44310-230
Governors Healthy TN.
Project. The Sr. Center
will have teams as well
as sponsor.
Melissa Womack 1/30/20

February 26, 2020

Ashland City Senior Center

104 Ruth Dr.

Ashland City, TN 37015

615-792-3629

To Whom It May Concern:

The propose use of the municipal assistance will be used for the Walk Across Tennessee event. This event is being held to encourage physical activity in Cheatham County. With help of the Senior Center sponsorship will be able to purchase prizes, giveaways, and possibly T-shirts to give to participants. The Cheatham County Enhancement Coalition is the acting 501c3 for the funds donated to then use for the purchase of items for the event.

Thanks,

Walk Across Tennessee Planning Committee



Mission

The mission of the Cheatham County Community Enhancement Coalition is to educate and promote community involvement in reducing alcohol, tobacco, drug abuse and other health issues in Cheatham County.

Vision

The vision of the CCCEC is a safe, healthy and drug-free community.

Purpose

The purpose of this coalition is to foster a healthy, safe, and productive environment for our citizens by uniting and coordinating Cheatham County's community efforts, services and resources, thereby reducing and/or preventing substance use. These efforts will be accomplished through the implementation of evidence-based prevention initiatives. The organization is organized exclusively for charitable, religious, educational or scientific purposes under section 501 (c) (3) of the Internal Revenue code or any corresponding section of any future federal tax code.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 02 2017**

CHEATHAM COUNTY COMMUNITY
ENHANCEMENT COALITION
PO BOX 699
PLEASANT VIEW, TN 37146

Employer Identification Number:
81-3496252
DLN:
17053309305006
Contact Person:
GINGER L JONES ID# 31646
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 3, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

CHEATHAM COUNTY COMMUNITY

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Cooper", written in a cursive style.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements