



# City Commission Meeting Agenda

Tuesday, July 15, 2025 at 6:00 PM

The Tom Hardin Room – 100 Public Square, Mount Pleasant, TN

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1. **Call to Order**
2. **Pledge of Allegiance / Invocation**
3. **Roll Call**
4. **Approval / Correction of Minutes from Prior Meetings**
  - A. Study Session - June 12, 2025
  - B. Regular Session - June 17, 2025
5. **Awards/Presentations/Appointments**
  - A. Mayor's Appointment - Mount Pleasant Historic Zoning Commission
6. **Completion / Review of Unfinished Business from prior meeting**
7. **Monthly report from Mayor**
8. **Monthly Financial / Budget report**
9. **Monthly report from City Manager**
10. **Special reports from other City Departments or Committees if applicable**
  - A. Wastewater Liaison Report - Barge Design Monthly Report
  - B. Mount Pleasant Gas System Report
11. **New Business**

**(Comments from citizens may or may not be included, dependent on the issues.)**

  - A. Resolution 2025-35 - A Resolution by the City of Mount Pleasant, Tennessee authorizing a payment in lieu of taxes for the Mount Pleasant Power System for FY 2025-2026.
  - B. Resolution 2025-36 - A Resolution by the City of Mount Pleasant, Tennessee authorizing a payment in lieu of taxes for the Mount Pleasant Gas Department for FY 2025-2026.
  - C. Resolution 2025-37 - Resolution approving agreement for payment in lieu of taxes for the Mount Pleasant Municipal Housing Authority.
  - D. Resolution 2025-38 - A Resolution approving the removal and replacement of the Radio Tower.
  - E. Resolution 2025-39 - A Resolution authorizing the City of Mount Pleasant, Tennessee, to execute and enter into an amendment to the Professional Services Agreement with Hethcoat & Davis, Inc. to provide engineering services.
  - F. Resolution 2025-40 - Resolution of the Governing Body of City of Mount Pleasant, Tennessee, authorizing the issuance, sale, and payment of Downtown Revitalization Grant Anticipation Notes Not to Exceed \$1,050,000.
12. **General comments from citizens (May be limited in time and/or number of comments.)**

### 13. Board / Staff Comments / Adjournment



# City Commission Meeting Study Session Minutes

Thursday, June 12, 2025 at 6:00 PM

The Tom Hardin Room – 100 Public Square, Mount Pleasant, TN

## 1. Call to Order

Mayor White called the meeting to order.

Present:

Mayor Bill White, Vice Mayor Willie Alderson, Commissioner Mike Davis, Commissioner Pam Johnston and Commissioner Loree Knowles.

## 2. Awards/Presentations/Appointments

### A. Proclamation for Ms. Julie Tidwell

Mayor stated there would be a proclamation for Ms. Julie Tidwell, Principal of the Mount Pleasant Elementary School who is resigning. She will be missed.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

## 3. Completion / Review of Unfinished Business from prior meeting

- A. Ordinance 2025-1133 - (Public Hearing/Final Reading) - An Ordinance to amend Ordinance 2024-1125 said ordinance appropriating the revenues and expenses of operating and maintaining the departmental functions of the City of Mount Pleasant, Tennessee for the fiscal year beginning July 1, 2024 and ending June 30, 2025; providing an effective date.

Mayor White stated this will be a public hearing and final reading.

Mr. Grooms stated there have been some changes, but they are not going into the fund balances basically she has offset revenues with expenditures. He discussed these changes for the Commissioners.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

- B. Ordinance 2025-1134 - (Public Hearing/Final Reading) - An Ordinance of the City of Mount Pleasant, Tennessee adopting the Annual Budget and Tax Rate for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Mayor White stated this will be a public hearing and final reading.

Mr. Grooms stated there were no changes since the first reading.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

## 4. Monthly report from City Manager

Mr. Grooms stated he would have a report on Tuesday night.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

## 5. Special reports from other City Departments or Committees if applicable

### A. Wastewater Liaison Report - Barge Design Monthly Report

Mr. Grooms stated he would have that on Tuesday night, but they do have Matthew Johnston here with them tonight. He stated he would speak when they get down to the asset management resolution later tonight if that is okay with them.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

### B. Mount Pleasant Gas System Report

Mr. Grooms stated he would have a full report on Tuesday night.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

## 6. New Business

**(Comments from citizens may or may not be included, dependent on the issues.)**

### A. Resolution 2025-4 - A Resolution of the City of Mount Pleasant, Tennessee to authorize the City to enter into a Professional Services Agreement with Civil & Environmental Consultants, Inc. related to Zone Meter.

Mr. Grooms stated every month this has been pulled. He talked to them right before the meeting and he may have the documents to him by noon tomorrow. If not, it will be back on the July agenda.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

### B. Resolution 2025-25 - A Resolution authorizing the appropriation of municipal funds for non-profit organization, Mount Pleasant-Maury Museum of Local History.

Mr. Grooms stated this is a non-profit organization, Mount Pleasant-Maury Museum of Local History that was approved in the first budget passage for \$2,750.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

### C. Resolution 2025-26 - A Resolution authorizing the appropriation of municipal funds for non-profit organization, Mount Pleasant Forward Foundation/Main Street.

Mr. Grooms stated this is a non-profit organization, Main Street that was approved in the first budget passage for \$25,000.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

### D. Resolution 2025-27 - A Resolution authorizing the appropriation of municipal funds for non-profit organization, Mount Pleasant Senior Citizens.

Mr. Grooms stated this is a non-profit organization, Mount Pleasant Senior Citizens that was approved in the first budget passage for \$1,750.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

### E. Resolution 2025-28 - A Resolution authorizing the appropriation of municipal funds for non-profit organization, Kids Place.

Mr. Grooms stated this is a new presented in the budget for non-profit organization, and it was approved in the first budget passage for \$1,000.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

F. Resolution 2025-29 - Contract for New Collection Agency

Mr. Grooms stated Shiprah gave him some notes. He stated we were using ACSI and in the last three years since Shiprah has been here we have only received one payment from them. She is proposing to switch, and it will be in their packets, to Online Utility Exchange Collection Services. There will be no cost to us. If they do collect money for us, it is 35% they keep and after one year it is 50%.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

G. Barge Design Asset Management Plan

Mr. Grooms stated this is not the only reason for doing this, but it is probably the reason we are jumping on it. With ARCA money if we don't have it by the time we have it complete they will hold 5% of the total money. He did the math, and it was about \$90,000 retainage. Matthew with Barge has a proposal on the table that is a cheaper plan than \$90,000 and it's a good thing to have that plan.

Matthew Johnson with Barge Design discussed this further with them. He stated this will be a planning tool that would allow the town to plan for replacing assets and plan for expenditures in the future. With them it would be \$58,500. He asked for any questions.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

H. Barge Design WWTP Change Order

Mr. Johnson discussed Change Order #5 for the Wastewater Treatment Plant with them. He asked if they had any questions.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

I. Samsara Contract (Camera System for Trash Truck for 3 yrs.)

Mr. Grooms stated this contract that we are already doing protects our customers and our employees. He asked Michael Haywood to discuss this with them.

Mr. Haywood stated this is a renewal of the sanitation truck cameras. They are one driver facing, one forward facing on three of the trucks and the arm truck has another camera to capture when it gets dumped in. We are already using it. It is a state bid pricing so \$1100 per year it is a great service. David loves and customer service loves it.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

J. High Spending Vendors List

Mr. Grooms stated this is something new and he then explained it to the Commissioners and stated we have never had an audit finding, but this is just to make sure we are doing everything right. There are certain vendors that we have used for a long time that they were spending more than \$25,000 in a year. If it's more than that threshold we are putting it before you and saying that we are using long term vendors and we are going to continue to do that, Dale even price checks often. We just want to make sure we are doing everything right.

Shiphrah will have that list for them Tuesday night. There is just a handful that they are spending more than the \$25,000 threshold.

Mayor White asked if they had any questions.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

**K. City Manager Contract**

Mayor White stated he didn't realize it had been a year. It seems like it was yesterday.

Mr. Grooms stated when he first took it last July, he had no intention of staying but a year. It has been pleasantly surprising working with you guys. It's pretty good honestly it has been. The job is challenging, but if they want to keep him, he is willing to stay. It's a challenge by all means and it's hard but y'all have been good to work for.

Mrs. Jones then discussed the highlights of his contract.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

**7. General comments from citizens (May be limited in time and/or number of comments.)**

There were no comments made by any citizens.

**8. Board / Staff Comments / Adjournment**

Mrs. Baker stated she wanted to encourage everyone to support the Juneteenth events that are going to take place on the 19th at Gardenia Park. We need everyone's participation and if you show up you get a tee shirt. It's from 10:00 am to 4:00 pm.

Mrs. Johnston stated she would have something on Tuesday, but she really appreciated everyone helping out for the Touch a Truck. Fire Department, Police Department, Utilities and everybody that was there. It is really cool to have these events that are free.

Vice Mayor Alderson stated Arrow Mines Park is coming along. She stated the concrete has been poured. When we get the electricity up, we will have cameras at that park as well.

Mr. Grooms stated the taps have been made for the water and sewer and the foundation is being done now.

Mr. Grooms gave them an update on the bridge. He stated he talked to Lee Rogers on Monday, and he stated the bridge is done. All they like is the shoulder work and the paving. A few weeks, but the bridge is done.

Commissioner Davis stated that the Downtown looks good.

Mayor White stated he would catch them up on it Tuesday night in his Mayor's report regarding the meeting this morning. He stated two weeks and hopefully get this opened tomorrow right out front.

Commissioners discussed. No action taken. For more details refer to the audio/visual recording attached to the agenda.

Mayor White stated that will do it folks be safe and have good rest of the evening.



# City Commission Meeting Minutes

Tuesday, June 17, 2025 at 6:00 PM

The Tom Hardin Room – 100 Public Square, Mount Pleasant, TN

## 1. Call to Order

Mayor White called the meeting to order.

## 2. Pledge of Allegiance / Invocation

Commissioner Knowles led the pledge of allegiance. Commissioner Johnston gave the invocation.

## 3. Roll Call

PRESENT

Mayor Bill White  
Vice Mayor Willie Alderson  
Commissioner Mike Davis  
Commissioner Pam Johnston  
Commissioner Loree Knowles

## 4. Approval / Correction of Minutes from Prior Meetings

### A. Study Session - May 15, 2025

Mayor White asked for approval of the minutes from the Study Session on May 15, 2025.

Motion made by Commissioner Johnston to approve the Study Session minutes from May 15, 2025, as presented. Seconded by Vice Mayor Alderson.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles

### B. Regular Session - May 20, 2025

Mayor White asked for approval of the minutes from the Regular Session on May 20, 2025.

Motion made by Commissioner Johnston to approve the Regular Session minutes from May 20, 2025, as presented. Seconded by Vice Mayor Alderson.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

## 5. Awards/Presentations/Appointments

### A. Proclamation for Ms. Julie Tidwell

Mayor White asked Ms. Julie Tidwell, Principal at the Mount Pleasant Elementary School and the Commissioners to come forward and he presented her with a proclamation.

Mayor White thanked her and stated she has been a wonderful addition to Mount Pleasant schools. He attended an event recently over there and to go over there all these years and

interact with all the students and teachers he thanked her and stated they are the next generation of this community.

Ms. Tidwell stated she loves them all every one of the little stinkers. She also thanked the Commissioners. They have a good replacement.

Mayor White read the proclamation and presented it to her.

Ms. Tidwell again thanked them and stated she is not from Mount Pleasant, and she has said this before but when she came here, she bought in and she loves Mount Pleasant, it is her second home and she appreciates all of them who supported her, no matter what happened. She has always felt that she could call on the Firemen or the Police Chief who won't tell you that I call him Big Daddy. He is in her phone as Big Daddy. She appreciates all of them and everything they have done to support us and for the school and our kids which is the reason we are all here. Thank you.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

## **6. Completion / Review of Unfinished Business from prior meeting**

- A. Ordinance 2025-1133 - (Public Hearing/Final Reading) - An Ordinance to amend Ordinance 2024-1125 said ordinance appropriating the revenues and expenses of operating and maintaining the departmental functions of the City of Mount Pleasant, Tennessee for the fiscal year beginning July 1, 2024 and ending June 30, 2025; providing an effective date.

Mrs. Cox stated the budget amendment didn't really change a lot she just amended the general fund, and she added about \$10,000 more into the amendment. Just using revenues nothing is hitting the fund balance to be able to offset some emergency repairs that they had to have on some of the fire trucks. A lot of it was already in the budget but she just wanted to give us some wiggle room and have enough in there in case something else happens in the next few weeks. That is pretty all that changed between the May meeting and June meeting. The rest of the amendment is the same. The purpose of the amendment is really to have enough funds in all of the line items, so we don't overextend anything. When they set the budget, technically the next ordinance when they set the budget it is the law. So, if we overextend any of those appropriations we are breaking the law. We have to make sure we have enough in those budget line items. That is how we get the findings if we don't have enough in those lines.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Mayor White stated this is a public hearing and the final reading if anyone wants to speak. Let the minutes reflect that no one offered to speak.

Motion made by Vice Mayor Alderson to accept Ordinance 2025-1133 as presented.

Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- B. Ordinance 2025-1134 - (Public Hearing/Final Reading) - An Ordinance of the City of Mount Pleasant, Tennessee adopting the Annual Budget and Tax Rate for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Mayor White stated this is a public hearing and final reading.

Mrs. Cox stated the budget ordinance did not change at all between May and June meetings. The notes are exactly the same she did leave a copy for everyone. The tax rate does not change it is \$1.69 that is what it has been since the last reappraisal. Next year is a reappraisal year so we will probably review some of these numbers at that point.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Mayor White stated this is a public hearing and final reading. He asked if anyone would like to speak. Let the minutes reflect that no one did.

Motion made by Commissioner Davis in favor of Ordinance 2025-1134 as presented.  
Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

## **7. Monthly report from Mayor**

Mayor White stated we have had a citizen of this community pass away and it is Mike's brother. Mr. John Davis was the Vice Mayor of Mount Pleasant for a number of years and also, he served on the County Commission forever.

Commissioner Davis stated he thinks twelve years.

Mayor White stated he was always a big part of the community not just the City but was a big part of the community just making sure that it would stay together and he just wanted to take a moment and recognize Mr. John Davis, who was a big part of this community. We have a wreath on the front door for him. He was a good man.

Commissioner Davis stated he appreciated that.

Mayor White stated on the Downtown we had the meeting last Thursday. Substantial completion is supposed to be completed by next Friday. We will find out next Thursday. One thing that is not going to be able to be completed is planting around what you see. Through the TDOT Grant that we got they will not allow us to plant until November through early spring, so you don't lose them. They are going to do some work there so that it is not a fall hazard and get those up a little more level. It is not going to be exactly what we want until we can get there. They are going to assemble one of the picnic tables for us this week, so we can see the size of the tables and understand because there is a bunch of them. One of their requests is that we possibly try until we can get some greenery in to put umbrellas in those tables so that you can at least sit out there and not burn completely up. We have asked Ms. Caroline Rash who is the new lady with Main Street to give us a little help with that. She has been more than willing to do that; she is on vacation this week. He stated we have a lot of those tables, so we have to decide where to put some of them. They weigh 465 pounds apiece. He has heard more compliments about the Downtown in the last week and it's finally good to hear.

Commissioner Johnston asked if the fountain would be operational?

Mayor White stated if you look there is a big concrete pour right there. There is a bunch of wires coming out of it. There is a box that it is supposed to be installed the first part of next week. Once it is installed it controls all of the lights downtown as well as the fountain. Possibly substantial completion by next Friday.

## **8. Monthly Financial / Budget report**

Mrs. Cox stated the budget amendment and the actual budget notes for the year end stuff is the same. Starting year end this is about to be the last week of the fiscal year. So, starting July 1, they will be in a new fiscal year with the budget passing tonight and the next week we are going to submit it to the comptroller's office.

Motion made by Commissioner Knowles to accept the financial and budget report as given.  
Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

## 9. Monthly report from City Manager

Mr. Grooms stated he has a few bullet points. He asked Mr. Lee Rogers with TDOT to come give us an update on the bridge progress and gracefully he is here to do that.

Mr. Lee Rogers, Manager for District 38, gave them an update on the bridge progress.

Mr. Grooms did have a couple more items he stated on the Downtown Project, the City Hall parking lot is open. We are doing social media posts to try to make sure we go back to a one-way street. East Merchant Street is finished; the drainage was done by our staff and that section has been paved back over. Arrow Mines bathroom has been started, the foundation, plumbing, the taps have been made.

He stated we did get our rate back on our Health Insurance, it is going up 5%. We budgeted a little more, so we are going to absorb all of that, no change in the plan documents. We are changing our vision and dental to Blue Cross, it is a little better coverage, and we are actually absorbing that to help with benefits for employees.

Mrs. Cox stated we cover 100% of the employee only coverage and the City pretty much covers the majority of the cost on the other plans as well, so employee plus child, employee plus spouse and employee plus family the highest that a person pays is about \$100 a paycheck for family coverage. Which is amazing and unheard of around here. So, if we can absorb that in our budget this is something the City has been doing for years and the other part, we were able to do this year because the increase was so low in switching to Blue Cross Blue Shield. She explained the benefits of this to the Commission.

Mr. Grooms stated the employee recognition this month is Peyton Finley. He started as a seasonal employee and transitioned to full time in the utility department. He just wanted to recognize him for his services. He stated City Hall is closed Thursday for Juneteenth. We are having an event at Gardenia Park from 10:00 am to 4:00 pm with different activities throughout the day. Alyshia has worked hard on putting this together. The last thing is he will be on vacation next week for the whole week.

Mayor White stated next Wednesday the 25th is the groundbreaking for Xxentria Technology. This is big a \$45 million investment.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

## 10. Special reports from other City Departments or Committees if applicable

### A. Wastewater Liaison Report - Barge Design Monthly Report

Mr. Grooms stated they have a detailed report in their packets and Matthew with Barge Design was here Thursday night to go over where we are at with the wastewater treatment project. He then discussed the highlights for them.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

### B. Mount Pleasant Gas System Report

Mr. Grooms stated the rate study is underway we should know something in the next few months. He stated they worked with engineering over the past few months to get some concepts for those capital projects. Now what we are doing is we met with Zach and Symmetry this week looking at some of those industrial contracts and what we need to do there. We are in the initial stages of that. There have been more requests out there from different industry. That is ongoing and we continue to meet to get the plan in front of you guys in the future.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

## 11. New Business

**(Comments from citizens may or may not be included, dependent on the issues.)**

- A. Resolution 2025-4 - A Resolution of the City of Mount Pleasant, Tennessee to authorize the City to enter into a Professional Services Agreement with Civil & Environmental Consultants, Inc. related to Zone Meters.

Mrs. Jones stated the City applied for and received award for Fiscal Year 2024 Infrastructure Planning Grant (IPG). By Resolution 2024-42, the City decided to use half of these grant funds to develop a sewer system analysis. Staff proposes to use the rest of this grant for the engineering and installation of zone meters. Zone meters are large water meters that would be placed in water zones in City of Mount Pleasant's water services areas; they would monitor the amount of water going to each zone, which will help the City identify leaks. The City selected CEC to perform this work. The purpose of this resolution is to enter into a contract with CEC for the development of zone meters.

Mrs. Jones stated the contract, which includes the scope of work is in your packet. The contract includes several different scopes of work; CEC and staff recommend that you select to hire CEC to perform engineering services and installation support for meters 1-3. Both of those are in your resolution as well. The cost of this engineering scope is \$228,000. The project cost will exceed the funding awarded from the planning grant. The Grant is \$209,000, the city covers \$19,000.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Vice Mayor Alderson to accept Resolution 2025-4. Seconded by Commissioner Knowles.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- B. Resolution 2025-25 - A Resolution authorizing the appropriation of municipal funds for non-profit organization, Mount Pleasant-Maury Museum of Local History.

Mayor White stated the purpose of this Resolution is to appropriate \$2,750 to the Museum of Local History. This amount is included in the budget for next year.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Johnston to approve Resolution 2025-25. Seconded by Vice Mayor Alderson.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- C. Resolution 2025-26 - A Resolution authorizing the appropriation of municipal funds for non-profit organization, Mount Pleasant Forward Foundation/Main Street.

Mayor White stated the purpose of this resolution is to appropriate \$25,000 to the Mount Pleasant Forward Foundation/Main Street. This will be looked at very closely next year. So far Caroline has been excellent to work with. This amount is included in the budget for next year.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Davis in favor of Resolution 2025-26. Seconded by Vice Mayor Alderson.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- D. Resolution 2025-27 - A Resolution authorizing the appropriation of municipal funds for non-profit organization, Mount Pleasant Senior Citizens.

Mayor White stated the purpose of this resolution is to appropriate \$1,750 and use of the office and kitchen at the Community Center to the Senior Citizens. This amount is included in the budget for next year

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Johnston to approve Resolution 2025-27 as presented.

Seconded by Commissioner Knowles.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- E. Resolution 2025-28 - A Resolution authorizing the appropriation of municipal funds for non-profit organization, Kids Place.

Mayor White stated the purpose of this resolution is to appropriate \$1,000 to Kids Place. This amount is included in the budget for next year.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Vice Mayor Alderson to accept Resolution 2025-28 as presented. Seconded by Commissioner Knowles.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- F. Resolution 2025-29 - A Resolution to approve a Service Agreement with Online Utility Exchange for Collection Services.

Mrs. Cox stated we have had ACSI for a very long time. We have been trying to get a grip on some of the old debt and trying to see if we could get a better collection agency. We have communicated with a couple of other utility companies in the area and this service came back as something that was going to be more hands on and try to collect on some of the old accounts. We try to collect internally for a good 90 days before we turn anybody over to collection. The good thing about this company is if we wanted to expand the services for a soft credit check in the future or if we need to do this just to see if somebody was in good standing this company is able to do those type of things as well. As we grow this company could grow with us. The other company she thinks collected one account since she has been here. Which is nothing compared to what we really need them to do. She explained this to them. She is looking forward to working with this company.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Vice Mayor Alderson to accept Resolution 2025-29 as presented. Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- G. Resolution 2025-30 - A Resolution of the City of Mount Pleasant, Tennessee to authorize the City to enter into a Professional Services Agreement with Barge Design Solutions, Inc. for a Water and Wastewater System Asset Management Plan.

Mrs. Jones stated the purpose of this resolution is to enter into a professional services agreement with Barge to develop an Asset Management Plan for the water and wastewater systems. This plan is required to retain eligibility under the American Rescue Plan Grant. The proposed Asset Management Plan will catalog and characterize the water and wastewater system components, provide planning support for future equipment replacement strategies

and maintenance, and provide the platform for future development of work order tracking and maintenance records. The cost of these engineering services is \$58,000. The proposed Professional Services Agreement is in your packet and online.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Davis in favor of Resolution 2025-30 as presented. Seconded by Vice Mayor Alderson.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- H. Resolution 2025-31 - A Resolution approving Change Order #5 to the Construction Contract with BH Craig Construction Co., Inc. for the 2021 WWTP Improvements Project.

Mrs. Jones stated this involves the construction contract for the Wastewater Treatment Plant project. As you know, we learned that the quality of the City's mixed liquor was not in alignment with the membrane manufacturer's standards. This required additional piping to be installed, and critical path activities were delayed. The City authorized additional work in March; with the understanding that a change order would be presented to you – this is that change order. The change order adds \$36,305 to the contract and 158 days. The purpose of this resolution is to approve that change order. Also, this is contingent on approval from the USDA Rural Development.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Johnston to approve Resolution 2025-31 as presented. Seconded by Commissioner Knowles.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- I. Resolution 2025-32 - A Resolution to approve a contract with Samsara for the Camera System for the Trash Truck.

Mrs. Jones stated the purpose of this resolution is to renew the existing sanitation truck camera system. This contract is for 3 years. The cost is approximately \$1,100 per year.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Vice Mayor Alderson to accept Resolution 2025-32 as presented. Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- J. Resolution 2025-33 - A Resolution of the City of Mount Pleasant, Tennessee to approve a High Spending Vendor List.

Mrs. Cox stated the majority of this is utilities there is not a lot of the general fund stuff in here. Some of these may have been bid, some may be internal, but a lot of these are not, they may just be vendors that we spend a lot of money with. Our employees usually, internally if they are spending \$5,000 or more with a vendor, they will do research on it because that is our purchasing policy. Chemicals or meters some of that stuff is proprietary, some of it comes from the same person we have been buying from for years. Putting it all together is vendors that internally we need to eventually at some point look at and try to make sure we are still getting the best deal from buying from the same people over and over again. Internally some of the departments have already done some of the research on pricing every so often to make sure we are getting the best deal by going with the same vendor that they have been using. If not, they will switch. She just wanted to present this because the purchasing policy does say that if

we spend \$25,000 or more with a vendor, we bring it to them, but these are projects or things that have happened all year. It is not one single project. The majority of the time one single project does come to them for approval. This is just stuff that is collected in a fiscal year. The list is in front of you if there are any questions.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Davis in favor of Resolution 2025-33 as presented. Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

**K. Resolution 2025-34 - A Resolution to approve a City Manager Employment Agreement with Arnold Phillip Grooms.**

Mrs. Jones stated we did talk about this at the Study Session. All of the changes that were made are highlighted. We will take the highlights off before you sign it if approved.

Mayor White asked if there were any questions. He told Phillip he was doing a heck of a job. It is a pleasure to work with you.

There were no City Commissioner questions.

Mr. Grooms stated as he said Thursday night, when he first took this, he did not want it. He had no intentions of really staying after a year, but it has been a pleasure working for you five for the last 11 or 12 months now. The job is challenging, it is hard, sometimes they are beating their heads against the wall everyday about something, but it has been a pleasure working with you. Let's move forward.

Commissioner Johnston stated he has gone above and beyond, we all knew you could do a great job, you have done more than a great job. It shows in the staff; you can just feel it. People are really excited to be a part of the City again so thank you.

Commissioner Knowles stated she really appreciates the transparency.

Mr. Grooms stated one thing he has learned through 25 years of local government is that it is okay to say I don't know. I don't know everything, but I will find out or try to find out.

Mayor White stated that is okay.

Vice-Mayor Alderson stated he is doing a wonderful job, and she appreciates what he is doing for the City and the employees. You are always listening and taking our phone calls, and she appreciates it.

Commissioner Davis stated he knows how much he appreciates him.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Knowles that we approve Resolution 2025-34 for Arnold Phillip Grooms. Seconded by Vice Mayor Alderson.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

**12. General comments from citizens (May be limited in time and/or number of comments.)**

There were no citizen comments.

**13. Board / Staff Comments / Adjournment**

Mayor White asked if there were any more comments from the Board or the staff. He thanked them for everything they are doing. He was at the topping out ceremony today at Columbia State and he can assure them there are a whole lot of communities that surround us that are not in the shape that we are in financially or with the employees. He can assure you of that.

Commissioner Knowles wanted to thank Chavers Funeral Home for giving us the card to wish us a Happy Juneteenth.

Commissioner Davis stated he doesn't know if they saw in the paper about what Spring Hill is doing now. We might as well get ready because it is coming south more than what we thought it probably would, because what he understands is what they have now in Spring Hill is good to go, but anything else is questionable. He just hopes we say we have got to look at this.

Mayor White stated we are putting the break on it. He was in a meeting last Thursday morning and the Mayor spoke up and said we are not issuing anymore sewer permits.

Mr. Grooms stated and he thinks Dale will agree that we look at it from an engineering perspective and we have standards that we have to stay with and when it comes to that point, we have to say no.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Davis to adjourn. Seconded by Vice Mayor Alderson.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

July 11, 2025

Ms. Jessica Murphy  
Manager, DWR Compliance and Enforcement Unit  
Tennessee Department of Environment and Conservation  
Davy Crockett Tower  
500 James Robertson Pkwy, 9<sup>th</sup> Floor  
Nashville, TN 37243

RE: Mount Pleasant May 2025 CAP/ER Status  
Consent Order and Assessment, WPC 17-0004  
City of Mount Pleasant

Dear Ms. Murphy:

In accordance with the requirements of the July 24, 2018, TDEC Consent Order and Assessment, WPC 17-0004, and the recently approved deadline extension request, a summary of the status of the corrective action plan / engineering report (CAP/ER) items is provided below.

As stated in previous consent order annual reports submitted to TDEC, the single CAP/ER item that remains for the City of Mount Pleasant to complete is the improvements at the wastewater treatment plant (WWTP). The WWTP construction project scope consists of rehabilitating a majority of the processes at the facility. A summary of the scope, broken down by facility area, is included in the attached table. The table also details the work that has been completed and the work remaining within that area.

During the last month, work continued on refining the biological treatment and membrane filtration processes. Supplemental carbon was acquired by the City and began being dosed to facilitate the denitrification process. With the arrival of the supplemental carbon, the membrane manufacturer began their formal 7-day performance test on July 2. Initial results indicate a successful test. The contractor continues to work on items throughout the plant. In the past month, the contractor worked on site finishes, completed the installation of the carbon feed system, and completed other miscellaneous items.

Over the next month from the date of this letter, the following construction progress is anticipated to be made:

- Contractor will achieve Substantial Completion
- Contractor will work on punch list and project closeout items

Photos of construction completed progress are included with this letter.

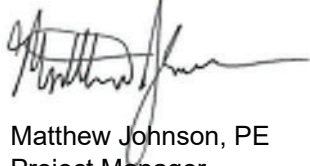
The current construction schedule shows approximately 2 months of duration following the performance testing of the new MBR system.

If there are any questions regarding the attachments to this letter or if any additional information is needed, please contact me at 615-252-4236 or [matthew.johnson@bargedesign.com](mailto:matthew.johnson@bargedesign.com).

Ms. Jessica Murphy  
July 15, 2025  
Page - 2

Sincerely,

**Barge Design Solutions, Inc.**



Matthew Johnson, PE  
Project Manager

c: Mr. Kareem Moxey, TDEC  
Mr. Phillip Grooms, City of Mount Pleasant  
Mr. Ted Howell, City of Mount Pleasant  
Mr. Dale Brown, City of Mount Pleasant  
Mr. Luke Burris, PE, Barge Design Solutions

Enclosures

Barge project # 34808-00

Plant Area	Scope	Work Completed	Work Remaining
<b>Site</b>	Repair disturbed areas, demolish of four older structures, install new sidewalks, asphalt paving of the plant driveway.	<ul style="list-style-type: none"> <li>Disturbed areas have been repaired.</li> <li>Demolition of one structure.</li> <li>Final electrical and communication pull boxes and conduit.</li> <li>General grading and site clean up.</li> <li>Began demolition of one structure</li> <li><b>Demolition of two structures.</b></li> <li><b>New sidewalks.</b></li> </ul>	<ul style="list-style-type: none"> <li>Paving the driveway.</li> <li>Punch list items.</li> </ul>
<b>Influent Pump Station</b>	Replace four pumps, select piping, and all associated instrumentation, controls, and electrical equipment.	<ul style="list-style-type: none"> <li>All new pumps are installed.</li> <li>Piping associated with pumps</li> <li>New electrical gear, control panels, and instrumentation are installed.</li> <li>New piping for return from lagoon system, including flow meter.</li> <li>Installed jib crane.</li> <li>All items completed.</li> </ul>	<ul style="list-style-type: none"> <li>Painting new piping.</li> <li>Punch list items.</li> </ul>
<b>Headworks</b>	Install new access platform, add overflow piping to screens, install concrete pad and trench drain for dumpster.	<ul style="list-style-type: none"> <li>All items completed.</li> </ul>	<ul style="list-style-type: none"> <li>Punch list items.</li> </ul>
<b>Treatment Basin 1</b>	Install mixer, baffle wall, diffusers, sluice gate, effluent weir, dissolved oxygen (DO) probes, slide gate, splitter box	<ul style="list-style-type: none"> <li>All items completed.</li> </ul>	<ul style="list-style-type: none"> <li>Punch list items.</li> </ul>
<b>Treatment Basin 2</b>	Install mixer, baffle wall, diffusers, sluice gate, effluent weir, DO probes, PH probes, and slide gate.	<ul style="list-style-type: none"> <li>All items completed.</li> </ul>	<ul style="list-style-type: none"> <li>Punch list items.</li> </ul>
<b>Intermediate Mixed Liquor Recycle Pump Station</b>	Replace existing pumps with new pumps, select piping, and all instrumentation, controls, and electrical equipment. Expand concrete area for valves and access.	<ul style="list-style-type: none"> <li>All items completed.</li> <li>Completed installation of piping to allow additional screening prior to membranes.</li> </ul>	<ul style="list-style-type: none"> <li>Punch list items.</li> </ul>
<b>Membrane Bioreactor and</b>	Construct new building (shared with administration and lab)	<ul style="list-style-type: none"> <li>All equipment, piping, instrumentation is installed and tested.</li> </ul>	<ul style="list-style-type: none"> <li>Additional controls/programming items to be finalized.</li> </ul>

<b>Equipment Building</b>	with tanks for MBR and rooms for equipment and chemicals. Systems include permeate pumps, return activated sludge (RAS) pumps, membrane blowers, backpulse tank, compressed air, sodium hypochlorite and citric acid feeds, and instrumentation and controls.	<ul style="list-style-type: none"> <li>• MBR system commissioned and operational.</li> <li>• <b>Conducted MBR system performance test</b></li> <li>• <b>Completed installation of carbon feed system</b></li> </ul>	<ul style="list-style-type: none"> <li>• Punch list items.</li> </ul>
<b>Administration and Lab Building</b>	Construct new building (shared with MBR equipment) with lab, office, breakroom, bathroom, electrical room, and control room	<ul style="list-style-type: none"> <li>• All items completed.</li> </ul>	<ul style="list-style-type: none"> <li>• Punch list items.</li> </ul>
<b>Blower Building</b>	Demolish existing blowers and generator. Install two process blowers, and two digester blowers. Replace main plant electrical feed and motor control centers (MCCs). Miscellaneous building improvements.	<ul style="list-style-type: none"> <li>• All items completed.</li> <li>• Automation of aeration system.</li> <li>• <b>Optimization of aeration system</b></li> </ul>	<ul style="list-style-type: none"> <li>• Punch list items.</li> </ul>
<b>Digester</b>	Install new 4-inch diameter ductile iron air piping, diffusers, sluice gate, check valve, and decant piping.	<ul style="list-style-type: none"> <li>• Air piping installed.</li> <li>• Check Valve installed.</li> <li>• Corrected sluice gate installation.</li> <li>• <b>Decant piping.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Punch list items.</li> </ul>
<b>Lagoon Site</b>	Install motor operated valve, piping to return flow to WWTP, SCADA panel.	<ul style="list-style-type: none"> <li>• All items completed.</li> </ul>	<ul style="list-style-type: none"> <li>• Punch list items.</li> </ul>

## Construction Progress Photos



1. New Sidewalks



2. New Sidewalks



3. New Stairs Installed



4. Site Clean Up



5. Supplemental Carbon Feed

RESOLUTION 2025-35

A RESOLUTION BY THE CITY OF MOUNT PLEASANT, TENNESSEE AUTHORIZING A  
PAYMENT IN LIEU OF TAXES FOR THE MOUNT PLEASANT POWER SYSTEM FOR  
FY 2025-2026

WHEREAS, the City of Mount Pleasant, acting by and through its Board of Commissioners, and the Mount Pleasant Power System Board operates a municipal power system pursuant to the laws of the State of Tennessee and is responsible, among other things, for in lieu of tax payments according to T.C.A §7-52-301 *et seq*; and,

WHEREAS, State Law provides the total amounts in lieu of taxes to be paid for each fiscal year to the City and set forth in a resolution adopted by the City Board of Commissioners; and

WHEREAS, the Mount Pleasant Board of Commissioners has consulted with the Mount Pleasant Power System and has considered the financial condition of the Power System and has, in accordance with and subject to provisions of TCA §7-52-303, determined the amounts of the payments in lieu of taxes for the fiscal year beginning on July 1, 2025 and ending on June 30, 2026 which will represent a fair share of the cost of government to be borne by the power system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, as follows:

Section 1. That the City of Mount Pleasant, Tennessee hereby authorizes payments in lieu of tax for FY 2025-2026 from the Mount Pleasant Power System to the City of Mount Pleasant.

Section 2. That the Mount Pleasant Power System be directed to make monthly payments in lieu of taxes pursuant to T.C.A §7-52-301 *et seq.* in the amount to the taxing jurisdiction calculated from the prior year audited financial statements using the In-Lieu of Tax Payment Calculator as published by MTAS.

Total amount of dollars paid by Mount Pleasant Power System to the City of Mount Pleasant shall be 100% of the amount for the year ending June 30, 2026.

Section 3. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Resolution shall take effect upon final passage.

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY

RESOLUTION 2025-36

A RESOLUTION BY THE CITY OF MOUNT PLEASANT, TENNESSEE AUTHORIZING A PAYMENT IN LIEU OF TAXES FOR THE MOUNT PLEASANT GAS DEPARTMENT FOR FY 2025-2026.

WHEREAS, the City of Mount Pleasant, acting by and through its Board of Commissioners, operates a municipal gas system pursuant to the laws of the State of Tennessee and is responsible, among other things, for in lieu of tax payments according to T.C.A. §7-39-404 *et seq*; and,

WHEREAS, State law provides the total amounts in lieu of taxes to be paid for each fiscal year to the City and set forth in a resolution adopted by the City Board of Commissioners; and

WHEREAS, the City of Mount Pleasant has consulted with the Gas Department and has considered the financial condition of the gas system and has, in accordance with and subject to provisions, determined the amount of the payments in lieu of taxes for the fiscal year beginning on July 1, 2025 and ending on June 30, 2026 which will represent a fair share of the cost of government to be borne by the gas system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE:

Section 1. That the City of Mount Pleasant, Tennessee hereby authorizes a payment in lieu of tax for FY 2025-2026 from the Mount Pleasant Gas Department to the City of Mount Pleasant.

Section 2. That the Gas Department of the City of Mount Pleasant be directed to make monthly payments in lieu of taxes pursuant to T.C.A. §7-39-404 *et seq.* in the amount to the taxing jurisdiction calculated from the prior year audited financial statements using the In-Lieu of Tax Payment Calculator as published by MTAS.

Total amount of dollars paid by Mount Pleasant Gas Department to the City of Mount Pleasant shall be 100% of the amount for the year ending June 30, 2026.

Section 3. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Resolution shall take effect upon final passage.

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY

RESOLUTION 2025-37

RESOLUTION APPROVING AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR THE MOUNT PLEASANT MUNICIPAL HOUSING AUTHORITY.

WHEREAS, the Mount Pleasant Housing Authority (“Housing Authority”) operates pursuant to the laws of the State of Tennessee; and

WHEREAS, the City of Mount Pleasant provides services, improvements, and/or facilities for the benefit of the Housing Authority; and

WHEREAS, pursuant to Tenn. Code Ann. §67-5-206, the property of Housing Authority is exempt from all taxes and special assessments of the City of Mount Pleasant, provided, that, in lieu of such taxes or special assessments, the Housing Authority agrees to make payments to the City of Mount Pleasant for services, improvements or facilities furnished by the City of Mount Pleasant for the benefit of housing projects owned by the Housing Authority; and

WHEREAS, also pursuant to Tenn. Code Ann. §67-5-206, such in lieu of tax payments cannot exceed the estimated costs of the services, improvements, and facilities provided by the City of Mount Pleasant to benefit the Housing Authority; and

WHEREAS, the City of Mount Pleasant, acting by and through its Board of Commissioners, has consulted with the Housing Authority and has reached such an agreement determined the amounts of the payments in lieu of taxes for the fiscal year beginning on July 1, 2025 and ending on June 30, 2026 which will represent a fair share of the cost of the services provided.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, as follows:

Section 1. That the City of Mount Pleasant, Tennessee hereby approves the agreement for payment in lieu of tax for FY 2025-2026 from the Housing Authority to the City of Mount Pleasant, attached hereto as Exhibit A.

Section 2. That the Housing Authority be directed to make monthly payments in lieu of taxes pursuant to Exhibit A.

Section 3. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Resolution shall take effect upon final passage.

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
SHIPRAH COX, RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY

COOPERATION AGREEMENT

This Agreement entered into this 10th day of Feb., 1978, by and between The Mt. Pleasant Housing Authority (herein called the "Local Authority") and The City of Mt. Pleasant (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

- (a) The term "Project" shall mean any low-rent housing hereafter developed or acquired by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.
- (b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.
- (c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.
- (d) The term "slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately 66 units of low-rent housing and (b) to develop or acquire and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of Tennessee, all Projects are exempt from all real and personal property taxes, and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the Public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.

(c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937) of each Project and within five years after the completion thereof, or such further period as may be approved the Government, there has been or will be elimination, as certified by the Municipality, by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project: Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm or Indian area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project Public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within reasonable time after receipt of a written request therefor from the Local Authority;

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all

storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

- (b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and
- (c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this agreement.

9. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project, during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project of any property included or planned to be included in any project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of their tenure any such interest, he shall immediately disclose such interest to the Local Authority.

10. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of any may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL)

ATTEST:

Julia R. Wolaver  
(Title) 1-19-81

(SEAL)

ATTEST:

Mause P. Luperfort  
Secretary

City of Mount Pleasant, Tennessee  
(Corporate Name of Municipality)

By Ronald R. Zandford  
Mayor

The Mount Pleasant Housing Authority  
(Corporate Name of Local Authority)

By J. E. Doregan  
Chairman

RESOLUTION 2025-38

A RESOLUTION APPROVING THE REMOVAL AND REPLACEMENT OF THE RADIO TOWER

WHEREAS, the radio tower behind city hall was damaged; and,

WHEREAS, the damage sustained to the radio tower caused safety and structural concerns and resulted in a recommendation for complete removal or replacement of the tower; and,

WHEREAS, the City submitted a claim to Public Entity Partners, which has since been approved and settled to fund a replacement; and,

WHEREAS, the City is transitioning to a digital radio system, and therefore proposes to replace the existing tower with a 50-foot pole equipped with a tornado siren and high-definition weather camera; and,

WHEREAS, the Board of Commissioners wishes to authorize this replacement work and approve the quotes attached hereto and incorporated herein, in a total amount of \$78,763, and further authorize the City Manager to use discretion and spending power to complete the project; and,

WHEREAS, it appears that the replacement work and budget are reasonable, appropriate, and in the best interests of the City of Mount Pleasant; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. That the City is authorized to replace the radio tower with a 50-foot pole equipped with a tornado siren and high-definition weather camera.

Section 2. That the attached quotes are approved and the City Manager is further authorized to commit additional funds to the project using his discretion and spending powers.

Section 3. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Resolution shall take effect immediately.

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY



Mobile Communications America  
411 Gobble St  
Lawrenceburg, TN 38464  
Phone: 931-762-2247  
Fax:

Section 11, Item D.

## Service Quote

581000170

Page 1

Date Out: 06/25/2025

Date In: 06/25/2025

**Bill To:**

Mt Pleasant City Of  
P O Box 426  
Mt Pleasant, TN 38474

**Ship To:**

Mt Pleasant City of  
100 Public Square  
Attn Chief Hay  
Mt Pleasant, TN 38474

**Contact:** Chief Michael Hay

**Contact #:**

**Vehicle #:**

**Contact:**

**Contact #:**

Customer #: 135972		SalesPerson:H640	PO# :	Terms: NET 30 DAYS	
Tech.	Item	Description // Line Notes	Units	Unit Price	Amount
Installation of camera on tower. Work Provided by Jenkins Tower					
5423	SS-TOWERWORK	SUBCONTRACTED TOWER WORK	1	2,770.00	2,770.00
		Mobilization			
		Install Camera and PtoP Link			

Please contact customer representative by phone or email with any questions:

Customer Rep: 640 HOUSE ACCOUNT

Phone #:

Email:

**Subtotal:** \$2,770.00

**Tax**

**Quote Total:** \$2,770.00

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

2 June 2025

# **Mt Pleasant City Of**

## **Statement of Work - Mt. Pleasant Town Hall**

### **Tower Removal & Antenna Move**

2-Jun-2025

<b>Line</b>		<b>Units</b>	<b>Line Total</b>
1	Installation parts, grounding, X3 new antennas and coax lines, technician labor	1	5,777.33
2	Tower Crew Mobilization, Remove Old and Install New Line and Antenna System, Tower Removal with Crane	1	22,500.00
		<b>Total</b>	<b>28,277.33</b>

**Notes:**

Tower work includes one MCA Tech onsite with tower crew to reconnect to pre-existing

Pricing is valid until 31 July 2025.

Tennessee State Contract Pricing.

**Mandy Young**

Service Manager I

931-473-5312

# Shopping Cart

Price



Amcrest 4K (8MP) Outdoor PTZ POE + IP Camera Pan Tilt Zoom (Optical 25x Motorized) Human and Vehicle Detection AI, Perimeter Protection, 328ft Night Vision

In Stock

FREE delivery **Mon, Jul 14** available at checkout

[FREE Returns](#)

**\$689.99**

**Coupon Clipped**  
Save 10%

Qty: 1

Request quote for 15+

[Delete](#) [Save for later](#) [Share](#)



Non-Penetrating Roof Mount with 2" x 53" Mast - Satellite WiFi - EZ NP-60-200 Flat Roof Mount

In Stock

Shipped from: [Antenna Parts Outlet](#)

FREE delivery **Tue, Jul 15**

**Buy 10, save 13%**

**\$142.00**

List Price: ~~\$160.00~~

Savings: **\$18.00** (11%)

[Business Price](#)

Qty: 1

Request quote for 72+

[Delete](#) [Save for later](#) [Share](#)



BULLKE USA-Made Rooftop Pipe Support CTL - 6" Heavy Duty - 250 lbs Capacity - Pipe Cradle & Conduit Support - 100% Recycled Plastic - 4 Pack

In Stock

FREE delivery **Mon, Jul 14** available at checkout

[FREE Returns](#)

Model: 41924

**Buy 10, save 17%**

**\$24.97**

Typical price: ~~\$26.97~~

Savings: **\$2.00** (7%)

[Business Price](#)

Qty: 1

Buying in bulk?

[Delete](#) [Save for later](#) [Share](#)



TP-Link CPE710 | 5GHz AC 867Mbps Long Range Gigabit Outdoor CPE for PtP and PtMP Transmission | Point to Point Wireless Bridge | 23dBi | Passive

In Stock

FREE delivery **Mon, Jul 14** available at checkout

[FREE Returns](#)

**\$74.99**

[Join Prime to buy this item at \\$54.99](#)

Qty: 2

Request quote for 145+

[Delete](#) [Save for later](#) [Share](#)

Subtotal (5 items): **\$1,006.94**

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. [Learn more](#)

## ESTIMATE

Weather Logic, LLC  
P O Box 1124  
Sylacauga, AL 35150

sales@wxlogic.com  
+1 (256) 267-7747  
www.hazcams.com



Section 11, Item D.

### Bill to

Mt Pleasant City Hall  
ATNN: Michael Haywood - IT Director  
100 Public Square  
Mount Pleasant, Tennessee  
38474 United States

### Ship to

Mt Pleasant City Hall  
ATNN: Michael Haywood - IT Director  
100 Public Square  
Mount Pleasant, Tennessee  
38474 United States

### Estimate details

Estimate no.: 1041  
Estimate date: 06/25/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	06/25/2025	<b>WxLogic Hazcam System - Subscription</b>	4K UHD Hazcam - Controller Interface - Lifetime Warranty - 36 Month Contract Applies	1	\$1,499.00	\$1,499.00
2.	06/25/2025	<b>WxLogic Base Weather Sensor Addition</b>	Base Haptic Weather Sensor for Hazcam Controller Unit	2	\$399.00	\$798.00
3.	06/25/2025	<b>Add On- Lightning Arrestor System</b>	APLU Lightning Protection Mechanism	2	\$399.00	\$798.00
4.	06/25/2025	<b>HazCAM Monthly Subscription (Per Site)</b>	Monthly Insurance & Streaming Support Package with cloud DVR. Priority Support Included - First Month Service	2	\$199.00	\$398.00
5.	06/25/2025	<b>Hazcam Controller</b>	Controller & Software for a Hazcam - HARDWARE ONLY	1	\$279.00	\$279.00
Total						<b>\$3,772.00</b>

Accepted date

Accepted by

Quote Number FWS070725MTP  
Account Name Mount Pleasant, City of  
Bill To TN  
Date 7/7/2025  
Quote Expires 8/6/2025

Product	Description	Quantity	Unit Price	Total Price
508-128	High Power, Rotating, Uni-directional, 500 Hz, Outdoor Warning Siren, 128 dB(C)	1.00	\$13,540.00	\$13,540.00
2001TRB	Transformer rectifier; 240 VAC (Nominal) to 48 VDC / 120 VAC Power Converter.	1.00	\$3,775.00	\$3,775.00
DCFCTBD	DC Siren Control, No Radio; includes standard sensor package (current, rotator, and intrusion); 120 VAC, NEMA4X aluminum, DC 48V battery charger, two 48 VDC contactors and NEMA3R aluminum battery cabinet. (Requires (4) deep cycle marine batteries, sold separately)	1.00	\$7,908.00	\$7,908.00
CP-FSSETUP	FSIoT Account Setup Fee, New Customers	1.00	\$1,072.00	\$1,072.00
CP-FS1	FSIoT Cellular per device fee, yearly (per year, per device)	1.00	\$108.00	\$108.00
CELL-ANT-LP	Cell antenna kit, Low Profile, 2.5-3.5dB Gain	1.00	\$120.00	\$120.00
Q-DC-FSIOT	FCT Kit with FSIoT	1.00	\$1,400.00	\$1,400.00
TK-IO-CUSTINS-ACDC	Turnkey Installation Includes: *New 50' class 2, wood pole *Framing of pole (siren head, transformer rectifier, control and battery box) *All conduits, disconnect and meter base (if required by customer) *Install antenna with proper grounding *Supply and install FVP batteries *All necessary materials and labor as outlined in Product manual  Note: Buyer is responsible for having a local electrician and/or utility company provide the electrical connection to the siren. Any permits, fees, inspections or modifications required for the power connection are not included in the installation quote.	1.00	\$12,438.00	\$12,438.00
TK-IO-CUSTINS-STARTUP/SITE OPT	Siren startup and site optimization after power is connected.	1.00	\$438.00	\$438.00
TK-SD-SYSDESIGN	Freight / Shipping & Handling / Pre-Construction Surveying / Project Management	1.00	\$1,854.00	\$1,854.00

Grand Total \$42,653.00

NOTES:

1) To be added to the Maury County/City of Columbia Control Point for activation and monitoring.



#### Accepted By

##### Agreement

Signing this quote as "Accepted By" comprises an order for the aforementioned products and services and agreement to the terms and conditions of sale outlined.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

#### Proposed By

Manufacturer's Representative      Craig Taylor

Address      Capitol Electronics

Phone      (770) 757-5315

Email      [ctaylor@capitolelectronics.com](mailto:ctaylor@capitolelectronics.com)

#### Assumptions and Notes

##### EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:

[sales@capitolelectronics.com](mailto:sales@capitolelectronics.com)

F: 317-839-2662

1. Purchase order must be made out to: **Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484;**  
Payment remittance address is: Federal Signal Corporation, PO Box 200217, Dallas, TX 75320-0217.

2. Prices are firm for 30-days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$425.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

3. Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices above. Delivery schedule cannot be established until radio information is supplied, if applicable.

4. Delivery, Terms and Services:

- a. Delivery: 6-8 weeks, plus installation
- b. Freight Terms: FOB ORIGIN, University Park, IL (Factory); If terms are changed to FOB DESTINATION freight will be PREPAID/ADDED and a 5% administrative fee added to total costs of order.
- c. Terms: Equipment: Net 30 Days upon shipment
- d. Services: Net 30 Days upon completion, billed monthly

TERMS AND CONDITIONS OF SALE (Goods and Services) - *Effective 1-18-2021*

1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; "Services" means the services identified in Seller's acknowledgement of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgement of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. EFFECTIVE DATE; CANCELLATION. The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the foregoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

Cancellation Schedule – Material:

- 10% - if cancelled more than 2 weeks from the Effective Date;
- 20% - if cancelled more than 4 weeks from the Effective Date;
- 40% - if cancelled more than 6 weeks from the Effective Date;
- 80% - if cancelled more than 8 weeks from the Effective Date.

If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged. If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged.

4. PRICE AND PAYMENT TERMS. Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase

by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately, and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

Seller reserves the right to increase the quoted order price set forth in this order acknowledging at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice or any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

5. **TITLE; RISK OF LOSS.** Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

6. **TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. **DELIVERY; FORCE MAJEURE.** Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the

Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is

delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. **INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. **DEDUCTIONS AND RETURNS.** Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. **LIMITED WARRANTY.**

NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

A. **Goods.** Subject to the forgoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgement of Buyer's order may be found at [www.fedsig.com/ssg-warranty](http://www.fedsig.com/ssg-warranty) or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to [info@federalsignal.com](mailto:info@federalsignal.com); or by calling 708/534-3400.

B. **Services** Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. **REMEDIES AND LIMITATIONS OF LIABILITY.** The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice

furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk

12. **LIMITED INDEMNITY AGAINST INFRINGEMENT.** Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. **INTELLECTUAL PROPERTY RIGHTS.** All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. **EXPORT REGULATIONS.** Buyer agrees to comply fully with all laws and regulations concerning the export of Goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.

15. **INSTALLATION.** In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

A. **Responsibility.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.

B. **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

C. **Installation Methods & Materials.** Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

D. **Radio Frequency Interference.** Seller is not responsible for RF transmission and reception affected by system interference beyond its control.

E. **Installation Site Approval.** Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation

is not possible at the intended location, or the site is changed for any reason by the Buyer.

F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet unless these services are quoted by Seller.

G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted. Buyer is responsible for having a local electrician and/or utility company provide the electrical connection to the siren. Any permits, fees, inspections, or modifications required for the power connection are not included in the installation quote.

H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.

I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.

J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.

K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. DEFAULT, INSOLVENCY AND CANCELLATION. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the

default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

19. NO WAIVER. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

20. NOTICES. All notices and claims in connection with the Contract must be in writing.

21. INTEGRATION. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.

22. GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.

23. U.N. CONVENTION. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.



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Order 31442-PC

Placed on July 1, 2025 at 6:24 am

PRODUCT	SKU	PRICE	QUANTITY	TOTAL
<a href="#">CAT6 Outdoor Bulk Ethernet Cable: Solid Copper Construction, UL Listed UTP CMX, 23 AWG - 1000ft / Pull Box</a>	C6CMX-1464BK	\$204.50	1	\$204.50
Subtotal				\$204.50
Shipping (UPS Ground)				\$78.40
Total				\$282.90 USD

Fulfilled July 1, 2025  
[Track shipment](#)  
UPS #1Z5570W70399874047

Billing Address

Payment Status: Paid  
Michael Haywood  
City of Mount Pleasant,TN  
100 Public Square  
Mount Pleasant TN 38474  
United States

Shipping Address

Fulfillment Status: Fulfilled  
Michael Haywood  
City of Mount Pleasant,TN  
100 Public Square

CONTACT US

**Address:** 29415 Hunco Way,  
Lake Elsinore, CA 92530  
**Email:** support@primuscable.com  
**Phone:** (951) 824-1571

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RESOLUTION 2025-39

A RESOLUTION AUTHORIZING THE CITY OF MOUNT PLEASANT, TENNESSEE, TO EXECUTE AND ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH **HETHCOAT & DAVIS, INC.** TO PROVIDE ENGINEERING SERVICES

**WATER – 2023 AMERICAN RESCUE PLAN ACT**

WHEREAS, the City of Mount Pleasant was awarded and has accepted American Rescue Plan Act funds to be used for certain water infrastructure improvements (the “project”) pursuant to Resolution 2022-1; and,

WHEREAS, pursuant to Resolution 2023-10, the City entered into an *Agreement Between Owner and Engineer for Professional Services* (EJCDC) with Heathcoat & Davis to provide engineering services for the project; and,

WHEREAS, the scope of the project has changed;

WHEREAS, the additional scope causes a need for the following additional services to be performed by the Engineer:

- Additional scope for Water Loss Control Plan; and,
- Additional Surveying Services to Extend Proposed Project from south of Airport Runway to existing 16” line at Sugar Creek Bridge.

WHEREAS, the additional scope added sixty (60) days to the project time and the following additional costs:

- \$20,000 – WLCP
- \$42,120 – Survey

WHEREAS, the *Amendment to Owner-Engineer Agreement, Amendment No. 1* outlines the modification to the *Agreement Between Owner and Engineer for Professional Services* (EJCDC) and is attached herein as Exhibit A is incorporated by reference.

WHEREAS, it appears that the terms and conditions of Exhibit A are reasonable, appropriate, and in the best interests of the City of Mount Pleasant; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. That the *Amendment to Owner-Engineer Agreement, Amendment No. 1* attached and incorporated herein as Exhibit A is approved.

Section 2. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 3. This Resolution shall take effect immediately.

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June, 2025.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 1**

The Effective Date of this Amendment is: June, 2025.

Background Data

Effective Date of Owner-Engineer Agreement: **June 6, 2023**

Owner: **City of Mt. Pleasant, TN.**

Engineer: **Hethcoat & Davis, Inc.**

Project: **ARPA Water Transmission Line Replacement**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

  X   Additional Services to be performed by Engineer (**Additional Scope for Water Loss Control Plan and Additional Surveying Services to Extend Proposed Project from south end of Airport Runway to existing 16" line at Sugar Creek Bridge**)

- 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:	\$ <u>577,000</u>
Net change for prior amendments:	\$ <u>0.00</u>
This amendment amount:	\$ <u>20,000 (WLCP) + \$42,120 (Survey)</u>
Adjusted Agreement amount:	\$ <u>639,120</u>

Change in time for services (days or date, as applicable): 60

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:

City of Mt. Pleasant, TN.

By:   
Print   
name: Bill White

Title: Mayor

Date Signed:

ENGINEER:

Hethcoat & Davis, Inc.

By:    
Print   
name: Alton Hethcoat

Title: President

Date Signed: 6-24-2025

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



Agreement for Engineering Services  
for Raw Water Source System  
Rehabilitation and Water  
Transmission Line Replacement as  
funded through the 2023 American  
Rescue Plan Act for Mt. Pleasant,  
TN

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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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between  
City of Mt. Pleasant, TN \_\_\_\_\_ (“Owner”) and  
Hethcoat & Davis, Inc. \_\_\_\_\_ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
Providing Planning, Surveying, Geotechnical, Design, Bidding/Negotiating, Construction Administration and  
Resident Project Observation for Expanding two raw water intake structures and upgrading pumping equipment  
and accessories, and replacing an existing 12” asbestos cement water line with a new, more reliable and resilient  
12” DIP water transmission line utilizing various methods and technologies  
\_\_\_\_\_  
 (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Preliminary Planning, Design,  
Preparation of Plans and Specifications, Bidding Phase and Construction Phase Services for Expanding two raw  
water intake structures and upgrading pumping equipment and accessories, and replacing an existing 12” asbestos  
cement water line with a new, more reliable and resilient 12” DIP water transmission line utilizing various  
methods and technologies and in accordance with the 2023 American Rescue Plan Act submitted on Mt.  
Pleasant’s behalf.

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~~ **N/A**

- ~~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. **However, neither Engineer, nor any of his agents or consultants shall be responsible for Contractor's job site safety.**
  - 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.

## 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. NOT APPLICABLE~~

## 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

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 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 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. Not Used~~
- ~~F. Exhibit F, Construction Cost Limit. Not Used~~
- 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: **City of Mt. Pleasant**

By:   
Print name: **Bill White**  
Title: **Mayor**  
Date Signed: \_\_\_\_\_

Address for Owner's receipt of notices:  
144 N. 2<sup>nd</sup> St.  
Selmer, TN. 38375

Designated Representative (Paragraph 8.03.A):  
**Kate Collier**  
Title: **City Manager**  
Phone Number: **931-379-7717**  
E-Mail Address: **kcollier@mtpleasant-tn.gov**

Engineer: **Hethcoat & Davis, Inc.**

By:   
Print name: **Alton Hethcoat, PE**  
Title: **President**  
Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):  
**17635**  
State of: **TN**

Address for Engineer's receipt of notices:  
**278 Franklin Road, Suite 200**  
**Brentwood, TN. 37027**

Designated Representative (Paragraph 8.03.A):  
**Andrew McElhenny**  
Title: **Project Manager**  
Phone Number: **615-577-4300**  
**andrew.mcelhenny@hdengr.com**

This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 2023.

## **Engineer's Services**

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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: N/A
  - 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 reasonable 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: **CCTVI and Smoke Testing Report as required under the Construction Contract for CCTVI and Smoke Testing work**
15. Furnish 1 review copies of the Report and any other Study and Report Phase deliverables to Owner within 30 days of the completion of the Work 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 1 copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 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 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 execution of this contract, 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 **and all "as-built" drawings** 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. **Note: the Engineer will require the services of the Owner in contacting "811" for location of all applicable utilities and in notifying potentially affected property owners.**
  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:  
**Advise Owner of any necessary easements or permits that may be required incidental to the scope of work**
  10. Furnish one 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 **one** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **90** 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: **Assist Owner in development of all applicable easements and permits. Attend two meetings with City to review Plans and Specifications and to conduct a Public Hearing.**
10. Furnish for review by Owner, its legal counsel, and other advisors, **one** 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 **60** days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **30** 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** final copies of such documents to Owner within **30** days after receipt of Owner's comments and instructions.

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- 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 **one**. 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 Applicable at this time**
- 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

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maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. **Engineer 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, **or to review, direct or incur any responsibility for Contractor's job site safety,** 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 applicable at this time.**
  25. **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. **However, Engineer shall neither render opinions nor bear any responsibility for items or issues related to Contractor's jobsite safety.**
- 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: **Prepare "As-Constructed" drawings and provide Owner with an electronic copy along with one hard copy.**

4. 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.
  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

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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, **including preparation of documents for easements and/or permits, or other items as may be** 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

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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 2023.

## **Owner's Responsibilities**

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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.

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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.

Perform or provide the following: **Assist with and provide access to information related to the location of existing utilities, including contacting "811"; provide guidance and input related to all components of the proposed improvements via Staff, Landscape Committee and/or City Council**

Exhibit C

Payments to Engineer for Services and  
Reimbursable Expenses

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 2023.

Payments to Engineer for Services and Reimbursable Expenses  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum**

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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 \$ 557,000.00 based on the following estimated distribution of compensation:

a. Surveying	\$42,000
b. Geotechnical	\$16,000
c. Engineering Design Phase	\$245,000
d. Bidding/Negotiating Phase	\$9,000
e. Water Loss Control Plan	\$10,000
f. Local, State and Federal Permits	\$45,000
g. Preparation of Easement Documents	\$8,000
h. Construction Engineering & Administration	\$52,000
i. Resident Project Observation	\$130,000
  - 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.

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. 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 **24** 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**

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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. **Construction Engineering and Inspection 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 \$130,000 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 180 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 1.1.

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**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**

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**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. **Current anticipated Additional Services include: Preparation of Easements, Right-of-Way Permits, Environmental Permits and Regulatory Permits and TDEC Permit Review Fees (\$63,000 – as listed in BC-1)**

**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 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1st**) 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 1.1.

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**Exhibit C – Compensation Packet AS-1: Additional 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. 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 2023.

**Reimbursable Expenses Schedule**

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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	\$0.10/page
Copies of Drawings	\$ 2.00/sq. ft.
Mileage (auto)	Approved IRS rates/mile
Air Transportation	at cost
CAD Charge	N/A
Laboratory Testing	at cost
Health and Safety Level D	N/A
Health and Safety Level C	N/A
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 2023:

**Standard Hourly Rates Schedule**

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- 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:

Principle	\$200/hour
Sr. Project Manager	\$185/hour
Project Engineer	\$145/hour
Project Engineer Intern	\$ 125/hour
Sr. CADD Tech	\$ 120hour
CADD Tech	\$ 110/hour
Administrative	\$ 75/hour
Resident Project Representative	\$ 70/hour
Non-administrative Support Staff	\$ 70/hour

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 2023.

## **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 G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 2023.

**Insurance (NOTE: Insurance information/certificate is available upon request)**

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:

\$[ ]

2) Bodily injury by disease, each employee:

\$[ ]

3) Bodily injury/disease, aggregate:

\$[ ]
- c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage):

\$[ ]

2) General Aggregate:

\$[ ]
- d. Excess or Umbrella Liability --

1) Per Occurrence:

\$[ ]

2) General Aggregate:

\$[ ]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$[ ]
- f. Professional Liability --

1) Each Claim Made

\$[ ]

2) Annual Aggregate

\$[ ]
- g. Other (specify):

\$[ ]
2. By Owner:
- a. Workers' Compensation:

Statutory

b. Employer’s Liability --

- 1) Bodily injury, Each Accident\$[ ]
- 2) Bodily injury by Disease, Each Employee\$[ ]
- 3) Bodily injury/Disease, Aggregate\$[ ]

c. General Liability --

- 1) General Aggregate:\$[ ]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[ ]

d. Excess Umbrella Liability

- 1) Per Occurrence:\$[ ]
- 2) General Aggregate:\$[ ]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[ ]

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. [ ]  
Engineer
- b. [ ]  
Engineer’s Consultant
- c. [ ]  
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 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 2023

## **Dispute Resolution**

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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 **mutually agreeable party**. 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 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 2023.

**Limitations of Liability**

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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 **\$100,000** or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 2023.

**Special Provisions**

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Paragraph(s) \_\_\_\_\_ of the Agreement is/are amended to include the following agreement(s) of the parties: **Not Currently Applicable**

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 2023.

**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: \_\_\_\_\_

# Grant Anticipation Note Resolution

Resolution No. 2025-40

RESOLUTION OF THE GOVERNING BODY OF  
CITY OF MOUNT PLEASANT, TENNESSEE,  
AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF  
DOWNTOWN REVITALIZATION GRANT ANTICIPATION NOTES  
NOT TO EXCEED \$1,050,000

WHEREAS, the Governing Body of the City of Mount Pleasant Tennessee, (the “Local Government” has determined that it is necessary and desirable to provide funds for the following public works project: Downtown Revitalization Project.

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, there is on file in the offices of the Local Government a fully executed contract or agreement between Tennessee Department of Transportation (the “Agency”) and the Local Government, dated October 1st, 2018, whereby the Agency agrees to pay the Local Government a principal amount of Four Million Thirty-Eight Thousand & Seventy-One Dollars (\$4,038,071) (the “Agency Grant”) to finance the cost of the Project; and

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated (the “Act”), local governments in Tennessee are authorized to issue and sell interest-bearing grant anticipation notes upon the approval of the Comptroller of the Treasury or the Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance and sale of grant anticipation notes to provide funds in anticipation of the Agency Grant;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Mount Pleasant, Tennessee as follows:

**Section 1.** For the purpose of providing funds in anticipation of the Agency Grant, the Local Government is hereby authorized to issue and sell interest-bearing grant anticipation notes in a principal amount not to exceed One Million Dollars (\$1,050,000) (the “Notes”) at either a competitive public sale or at a private negotiated sale upon approval of Comptroller of the Treasury or the Comptroller's designee pursuant to the term, provisions, and conditions of the Act. The Notes shall be designated Downtown Revitalization Grant Anticipation Note, Series 2025; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be sold at not less than par value and accrued interest; and shall bear interest at a rate or rates not to exceed zero per cent (0%) per annum, and in no event shall the rate exceed the legal limit provided by law. Funds are being borrowed from unrestricted general fund.

**Section 2.** The Notes shall mature not later than six months after the date of issuance.

**Section 3.** The Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time that the funds of the Agency Grant become available to the Local Government, at the principal amount and accrued interest to the date of redemption without a premium.

**Section 4.** The principal amount of the Notes shall be secured solely by the pledge of funds to be received pursuant to the Agency Grant, and the Local Government hereby pledges a portion or all of the Agency Grant in an amount at least equal to the principal amount of the Notes, being One Million Dollars (\$1,050,000), to the payment of the principal amount of the Notes. The Local Government shall have no authority to levy ad valorem taxes for the payment of the principal of the Notes.

**Section 5.** The interest on the Notes shall be direct general obligations of the Local Government and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of interest on the Notes. Provided, however, that the proceeds of any capital outlay notes, or bond anticipation notes shall not be applied to any payment of the Notes.

**Section 6.** The Notes shall be executed in the name of the Local Government and bear the signature of the chief executive officer of the Local Government and the signature of the City Recorder (Recording Officer) and shall be payable as to principal and interest at the office of the City Recorder (Recording Officer) of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the City Recorder (Recording Officer) of the Local Government and shall be paid out for the purpose of providing funds in anticipation of the Agency Grant pursuant to this Resolution and as required by law.

**Section 7.** The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The notes register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Note. The Local Government shall not be obligated to make any such note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

**Section 8.** That, the Notes may be extended or renewed as permitted by law.

**Section 9.** The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof.

**Section 10.** The Notes shall not be sold until receipt of written approval for the sale of the Notes from the Comptroller of the Treasury or the Comptroller's designee.

**Section 11.** After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury

or Comptroller’s designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller’s Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the “Statutes”). If the Comptroller of the Treasury or Comptroller’s Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller’s designee.

**Section 12.** That, all orders or resolutions in conflict with this Resolution in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTESTED:

\_\_\_\_\_  
SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY

Attachment 1  
GRANT ANTICIPATION NOTE FORM

Registered \$1,050,000

CITY OF MOUNT PLEASANT  
of the State of Tennessee  
Grant Anticipation Notes, Series 2025

DATED: \_\_\_\_\_

INTEREST RATE: 0% General Fund Unrestricted Funds

MATURITY DATE: January 31<sup>st</sup>, 2026

Registered Owner: City of Mount Pleasant General Fund

Principal Sum: One Million Dollars

The City Commission (Governing Body) of City of Mount Pleasant Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum (specified above) on the Maturity Date (specified above) (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum by January 31<sup>st</sup>, 2026 , by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears. Both principal of and interest on this note are payable at the office of the City Recorder of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of 0% of par value.

This note is issued under the authority of Parts I, IV, and V of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting in session on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Resolution") to provide funds in anticipation of the issuance of the bonds referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in

person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by any county, municipality, or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the signature of the City Mayor, and attested by the signature of the City Recorder with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the \_\_\_\_\_ day of 2025.

\_\_\_\_\_  
(Local Government Chief Executive)

ATTESTED:

\_\_\_\_\_  
(Recording Officer)

ASSIGNMENT

Amount: \$\_\_\_\_\_

For value received, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
(Name and Address of assignee)

\_\_\_\_\_  
(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney-in-fact, to transfer the same on the note register in the office of the \_\_\_\_\_  
\_\_\_\_\_ or the agent of the Local Government with full power of substitution in the premises.

Date: \_\_\_\_\_

Assignor: \_\_\_\_\_

Address: \_\_\_\_\_