



**City of Columbia City Council
Regular Meeting Agenda
June 12, 2025 - 5:30 PM**

**City Hall Council Chambers
700 North Garden Street
Columbia, TN 38401
Phone: 931-560-1510**

**Chaz Molder, Mayor
Randy McBroom, Vice Mayor
Council Member DaVena Hardison, Ward 1
Council Member Charlie Huffman, Ward 2
Council Member Cheryl E. Secrest, Ward 3
Council Member Kenny Marshall, Ward 4
Council Member Brian McKelvy, Ward 5**

**Tony Massey, City Manager
Jake Hubbell, City Attorney
Thad H. Jablonski, City Recorder
Liz Bermudez, Recording Secretary**

The City Council of the City of Columbia welcomes your presence and participation at this meeting. If you wish to address Council regarding any item on the Agenda, please sign the sign-up sheet and indicate which agenda item you would like to comment on. You will have the opportunity to comment on an item when it comes up on the Agenda and before Council votes on the item. Once recognized, you may then come to the podium and state your name and address. Anyone requesting accommodations due to disabilities should contact the ADA Coordinator, Wanda McClain, at 931-560-1570 prior to the meeting.

PUBLIC HEARINGS

1. PUBLIC HEARING ON ORDINANCE NO. 4542 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE NO. 4503, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, CAPITAL PROJECTS, GRANTS AND WASTEWATER FUNDS - FINANCE.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: This Public Hearing is related to Item 10.1 on the agenda. The proposed ordinance is the fourth amendment to the FY 2025 Appropriation Ordinance, impacting the Capital Projects, Grants, Wastewater and General Fund Departments.

Supporting documentation for the amendment is included within the agenda packet and the required Notice of Public Hearing was published in The Daily Herald on April 27, 2025.

This amendment increases the City's total budget for FY 2025 by \$9,028,691 to \$232,962,824.

ATTACHMENTS: Staff Report Ordinance No. 4542 PH, Ordinance No. 4542, Ordinance No. 4542 Supporting Documents, Ordinance No. 4542 Budget Summary Grand Totals.

2. PUBLIC HEARING ON ORDINANCE NO. 4543 – AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2025 ON ALL TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00 - CITY RECORDER'S OFFICE.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: This Public Hearing is related to Item 10.2 on the Agenda. The proposed Ordinance fixes the tax rate for the City of Columbia for the year 2025 on all taxable property at the rate of \$0.8251 per \$100.00.

Supporting documentation for the Ordinance has been provided and the required Notice of Public Hearing was published in The Daily Herald 5/18/2025.

ATTACHMENTS: Staff Report Ordinance No. 4543 PH, Ordinance No. 4543.

3. PUBLIC HEARING ON ORDINANCE NO. 4544 – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026 - FINANCE.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The proposed Ordinance represents the City of Columbia budget for FY 2025-2026. The proposed budget was submitted to the City Council by the City Manager and received at the City Council regular meeting on May 8, 2025, for first consideration.

The total proposed budget is \$88,953,406, as outlined in agenda Item 10.3 and referenced in the final budget message.

ATTACHMENTS: Staff Report Ordinance No. 4544 PH, Ordinance No. 4544 As Amended, Final Budget Message.

4. PUBLIC HEARING ON ORDINANCE NO. 4546 - AN ORDINANCE AMENDING TITLE 18, CHAPTER 3, SECTION 18-303, OF THE MUNICIPAL CODE OF THE CITY OF COLUMBIA BY REPLACING IN ITS ENTIRETY THE PRESENT SCHEDULES A AND B AND ADOPTING AND APPROVING NEW SCHEDULES A AND B - ADMINISTRATION.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The Ordinance adjusts water rates to generate revenue to cover the debt for twelve water improvements projects. The anticipated revenue will support \$82,219,777 in Capital Projects costs.

The notice of Public Hearing ran in the Daily Herald on May 16, 2025.

ATTACHMENTS: Staff Report Ordinance No. 4546 PH, Ordinance No. 4546, CPWS Rate Action Overview, CPWS Project List.

5. PUBLIC HEARING ON ORDINANCE NO. 4550 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE

**ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE
BY ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO.
25-39, LOCATED OFF LASEA ROAD BEING TAX MAP 73 PARCEL
17.02, TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) -
WARD 5, GROWING CITY ECONOMY - DEVELOPMENT
SERVICES DEPARTMENT.**

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting to zone property proposed to be annexed under Resolution No. 25-39 to CD-3 (Neighborhood Character District). The concept plan reflects future development of 31 single family lots. The Planning Commission reviewed this request and recommended denial by a vote of four to three at the May 15, 2025 meeting. The required notice of Public Hearing was advertised May 21, 2025 in *The Daily Herald*.

ATTACHMENTS: Staff Report Ordinance No. 4550 PH, Ordinance No. 4550, Ordinance No. 4550 Exhibit A, Ordinance No. 4550 Exhibit B, Concept Plan, DS Staff Report.

REGULAR MEETING

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION BY BRANDON ABBOTT OF WEST END BAPTIST.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

**5.1. RESOLUTION NO. 25-42 - A RESOLUTION TO ACCEPT A
DONATION FROM THE NOON ROTARY CLUB VALUED IN THE
AMOUNT OF FIVE THOUSAND (\$5000) TO ASSIST WITH COST
ON THE INSTALLATION OF NEW BENCHES AT THE ROTARY
SHELTER IN WOODLAND PARK ALLOWING FOR ADA
COMPLIANCE AT THE SHELTER - PARKS & RECREATION
DEPARTMENT.**

RECOMMENDATION: Approve Resolution No. 25-42.

INFORMATION: The City of Columbia is requesting to receive a donation from the Noon Rotary Club in the amount of five thousand (\$5000) dollars to assist with the costs of the installation of new ADA complaint benches at the Rotary shelter in Woodland Park.

ATTACHMENTS: Staff Report Resolution No. 25-42, Resolution No. 25-42, Rotary Club donation correspondence.

6 ORGANIZATIONAL BUSINESS.

6.1. APPROVE THE MINUTES OF THE MAY 8, 2025, CITY COUNCIL MEETING

RECOMMENDATION: Approve.

ATTACHMENTS: May 8, 2025 City Council Minutes.

6.2. RATIFY APPROVAL OF RETIREMENT BENEFITS FOR WILLIAM FARRIS, PLANT OPERATOR, WASTEWATER - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: William Farris has been an employee of the City of Columbia for 13 years. His effective retirement date was May 2, 2025 with pension payments that began on June 1, 2025.

ATTACHMENTS: Staff Report William Farris.

6.3. APPROVE THE RETIREMENT BENEFITS FOR TOMMY HENLEY, BATTALION CHIEF, COLUMBIA FIRE & RESCUE - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: Tommy Henley has been an employee of the City of Columbia for 24 years. His effective retirement date is June 29, 2025 with pension payments to begin on July 1, 2025.

ATTACHMENTS: Staff Report Tommy Henley.

6.4.CONFIRMATION OF MAYOR'S REAPPOINTMENT OF SARAH HARRIS BARRY TO THE COLUMBIA HOUSING AND REDEVELOPMENT CORPORATION FOR A FIVE-YEAR TERM BEGINNING ON JULY 9, 2025 AND EXPIRING ON JULY 9, 2030.

RECOMMENDATION: Approve.

6.5.ELECTION OF RANDY WILMORE TO THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT BOARD AND THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD TO FILL AN UNEXPIRED TERM ENDING ON NOVEMBER 14, 2025.

RECOMMENDATION: Approve.

6.6.APPROVE THE APPOINTMENT OF AMY BRALY TO THE CITY OF COLUMBIA ARTS COUNCIL FOR A THREE-YEAR TERM BEGINNING ON JUNE 12, 2025 AND EXPIRING ON JUNE 12, 2028.

RECOMMENDATION: Approve.

6.7.APPROVE THE APPOINTMENT OF RACHELLE RODRIGUES TO THE CITY OF COLUMBIA ARTS COUNCIL TO FILL AN UNEXPIRED TERM ENDING ON JUNE 13, 2027.

RECOMMENDATION: Approve.

7 CONSENT AGENDA

7.1.APPROVE DISBURSEMENTS FOR THE MONTH OF APRIL 2025 IN THE AMOUNT OF \$11,558,856.30 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: April 2025 Disbursements.

7.2.APPROVE CERTIFICATION OF OFFICIALS DESIGNATED AS SIGNATORIES AT THE CITY'S BANKING INSTITUTIONS - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The attached Certification of Officials form includes City officials serving in their respective roles specified in Banking Resolution No. 23-05. City officials listed on the certification form currently hold said positions, having served in such since June 12, 2025.

ATTACHMENTS: Staff Report Certification of Officials, Certification of Officials.

7.3. APPROVE PAYMENT TO MAURY COUNTY TO PROVIDE FUNDING FOR THE MAURY COUNTY/CITY OF COLUMBIA ANIMAL SERVICES FACILITY FOR THE THIRD QUARTER OF FY 2025 \$55,000 - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: On April 14, 2016, the City Council approved an extension of the 2008 agreement with Maury County for operation of the Animal Services Facility. The 2008 agreement and extension specified that the City and County will split operating expenses (over and above revenue derived from the operation of the facility) 50/50.

The 2016 contract extension terminated on October 2, 2018. The City's FY 2025 budget includes \$270,000 for the City's contribution towards facility operations, or \$55,000 per quarter. An invoice has been received for the third quarter of FY 2025, which exceeds \$55,000. The invoice and supporting documentation have been reviewed by Finance.

As the operating agreement has expired, City Council approval is necessary prior to any payment towards shelter operation costs.

CERTIFICATION: The Chief Financial Officer certifies that \$55,000 is budgeted and unencumbered in General Government-Animal Control.

ATTACHMENTS: Staff Report Animal Shelter, Maury County Animal Shelter Invoice - FY 2025 Q3.

7.4. APPROVE THE CITY OF COLUMBIA'S STOP LOSS GROUP MEDICAL INSURANCE PREMIUM WITH SUN LIFE FINANCIAL

WITH AN INDIVIDUAL SPECIFIC DEDUCTIBLE OF \$150,000 AND AN AGGREGATING SPECIFIC DEDUCTIBLE OF \$125,000 EFFECTIVE JULY 1, 2025 AND AUTHORIZE THE MAYOR TO SIGN ANY NECESSARY DOCUMENTS - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: To ensure we are receiving the most competitive rates and the best possible service for our eligible employees; Sherrill Morgan does a request for proposals for stop loss coverage. This plan year our health plan experienced higher claimants than in the previous plan year. The renewal rates for the year beginning July 1, 2025 have been kept at the same premium as the year prior by Sun Life.

Sun Life continues to guarantee against any of our employees being subject to an individual laser and that we will not receive an increase above 50%. With this guarantee, the decision was made to stay with Sun Life for the stop loss.

BlueCross BlueShield of Tennessee gave has not increased on our administrative fees; for the 25-26 plan year they will be \$55.22 per employee per month. The administrative fee for dental remained at \$4.46 per employee per month.

In an effort to improve employee awareness of their current health condition(s), the City will continue the tobacco and HRA/biometric requirements. These requirements do not apply to those employees who are not on the group medical plan and receive the "in lieu of insurance" amount of \$1,700 annually.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are available and unencumbered in the Insurance Fund.

ATTACHMENTS: Staff Report Sun Life, Sun Life Stop Loss Renewal 2025-2026, Rate Sheet Medical, Rate Sheet Dental.

7.5. RECEIVE AND FILE COST OF LIVING ADJUSTMENT (COLA) FOR ELIGIBLE RETIREES OR BENEFICIARIES OF THE CITY OF COLUMBIA EMPLOYEES' RETIREMENT PLAN. - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Each year the cost of living adjustment for eligible retirees or beneficiaries of the City of Columbia Employees' Retirement Plan is forwarded to the Trustees of the City Retirement Plan by the actuarial consultant. The increase of 2.39% of their current retirement benefit is to become effective July 1, 2025 for those retirees or beneficiaries who began receiving benefits on or before July 1, 2024. The City Retirement Plan provides that the cost of living adjustment shall be increased for eligible retirees or beneficiaries each July 1 based on the Consumer Price Index (CPI-U) for all Urban Consumers, not to exceed three (3%) percent. The 2.39% is based on the period from March 31, 2024 to March 31, 2025.

ATTACHMENTS: Staff Report Retiree COLA, Section 5.09 of Ordinance No. 3968 Cost of Living.

7.6. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COLUMBIA AND FEDERAL EMERGENCY MANAGEMENT AGENCY INTEGRATED PUBLIC ALERT AND WARNING SYSTEM (IPAWS) PROGRAM MANAGEMENT OFFICE TO PROVIDE THE CITY OF COLUMBIA THE ABILITY TO UTILIZE THE INTEROPERABLE SYSTEM(S) AND IPAWS OPEN PLATFORM FOR EMERGENCY NETWORKS (IPAWS-OPEN) - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: The purpose of the FEMA-IPAWS Agreement is to establish an agreement between the City of Columbia and Federal Emergency Management Agency Integrated Public Alert and Warning Systems (FEMA IPAWS) program regarding the utilization and security of the City of Columbia interoperable system (Hyper-Reach), which interoperates with the IPAWS-OPEN platform for emergency networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS program.

March 2025, the City of Columbia utilized the evergreen clause and renewed their contract with Hyper-Reach for mass notification services. However, the FEMA-IPAWS agreement expires and requires reauthorization.

ATTACHMENTS: Staff Report IPAWS, FEMA IPAWS 2025.

7.7. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT IN THE AMOUNT OF \$900 BETWEEN THE CITY OF COLUMBIA AND STATE SYSTEMS, INC. FOR THE MONITORING OF THE FIRE ALARM AT FIRE STATION NO. 1 LOCATED AT 1000 SOUTH GARDEN STREET - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: The installation of a fire alarm system was included in the recent remodel of Fire Station 1. Proposals were received for the cellular dialer, programming and monitoring.

After careful review and consideration, it was decided to accept State System's bid of \$900 which represents \$600 for annual monitoring and \$300 for a one-time investment for programming and installation of the cell dialer.

CERTIFICATION: The Chief Financial Officer certifies that \$900 is budgeted and unencumbered in Fire-Admin-Other.

ATTACHMENTS: Staff Report State Systems, State Systems Fire Station 1 Alarm Monitoring Agreement.

7.8. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS IN THE AMOUNT OF \$11,070 FOR ADVERTISING IN THE 2026 NASHVILLE VISITOR GUIDE - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: The Nashville visitor guide is a popular, visitor publication available in both print (350,000 copies annually) and digital. Visit Columbia will purchase a two-thirds page ad for the 2026

issue. This guide targets Nashville visitors, highlighting destinations to visit, like Columbia, while in Nashville.

CERTIFICATION: The Chief Financial Officer certifies that \$11,070 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report Journal Communication Nashville Visitor Guide, Journal Communication Nashville Visitor Guide Contract.

7.9. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS IN THE AMOUNT OF \$4,930.00 FOR ADVERTISING IN THE 2025-26 MAURY COUNTY LIVABILITY MAGAZINE - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: The Maury County Livability Magazine is the Chamber's annual economic development magazine. The City of Columbia will purchase a full-page ad in the 2025-26 issue in the amount of \$4,930 to market Columbia as the ideal place for businesses and families to work, live, play, and visit.

CERTIFICATION: The Chief Financial Officer certifies that \$4,930 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report Journal Communications Maury County Magazine, Journal Communication Maury County Magazine Ad Contract.

7.10. APPROVE THE UPDATED STANDARD SEWER SPECIFICATIONS FOR THE CITY OF COLUMBIA WASTEWATER DEPARTMENT PREPARED BY WATER MANAGEMENT SERVICES, LLC AND APPROVED BY TDEC - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests the Mayor and City Council to approve the updated Standard Sewer Specifications for all Subdivisions and General System Additions to the sanitary sewer system within the City of Columbia. The TDEC approval will remain in effect until May 12, 2030.

ATTACHMENTS: Staff Report Standard Sewer Specifications 2025, TDEC Approval Letter, Columbia Standard Sewer Specifications.

7.11. APPROVE AND AUTHORIZE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT \$5,881.30 WITH BARGE DESIGN SOLUTIONS, INC. FOR MT. OLIVET ROAD AT BEAR CREEK BRIDGE INSPECTION – WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Tennessee Department of Transportation recently required the City to post the Mt. Olivet Road Bridge over Bear Creek with a 3-ton gross weight limit. This roadway is an integral part of the transportation network for our community and action is needed to access, design, and repair (or replace) the structure in a timely manner. The first step in the process is this proposal from Barged Design Solutions to inspect the structure to determine if there is an avenue to repair, and if so, what repairs are appropriate. These Inspection Services will cost a total of \$5,881.30, as outlined in Attachment A.

The City is under contract with Barge Design Solutions for the Iron Bridge replacement, and has a good working relationship with the firm. The location of this bridge and the need for school buses and large City and County vehicles to cross, necessitates action be taken to return this structure to a more usable condition. This agreement will be amended (contingent on City Council approval) to reflect the appropriate next steps once the inspection findings are evaluated.

CERTIFICATION: The Chief Financial Officer certifies that \$5,881.30 is budgeted and unencumbered in Capital Projects-Dev Serc - Professional Services.

ATTACHMENTS: Staff Report Mt. Olivet Rd at Bear Creek Bridge Inspection Proposal, Barge Design Solutions Inspection Proposal.

7.12. APPROVE BID AWARD AND EXECUTION OF THE UNIT ITEM CONTRACT FOR FY2024-2025 STREET RESURFACING TO VOLUNTEER PAVING IN AN AMOUNT NOT TO EXCEED \$4,500,000 IN THE CITY OF COLUMBIA, TENNESSEE - WARDS 1,2,3,4, AND 5 - DEVELOPMENT SERVICES DEPARTMENT - SPG, UPGRADED STREETS AND IMPROVED TRANSPORTATION SYSTEM. - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve bid award to Volunteer Paving for the unit item street resurfacing contract in an amount not to exceed \$4,500,000 and authorize the execution of that contract.

INFORMATION: The Engineering Division had a bid opening on May 6, 2025 for the Street Resurfacing and Volunteer Paving was the low bidder in the amount of \$3,623,589.94. A copy of the paving list was provided and approved by City Council on March 13, 2025. Additional alternate streets will be added based on funds remaining after the base list is complete.

By execution of the contract, the City of Columbia and Volunteer Paving will enter into agreement for the completion of the work at the terms and prices stipulated. Once executed, the Engineering Division will be authorized to issue the Notice to Proceed, which puts the contractor on notice to begin work, and establishes the completion date.

The City Council is requested to consider the execution of the contract with Volunteer Paving for FY2024-2025 Street Resurfacing Contract Project and to authorize the Mayor to sign the contract on behalf of the City. The contract has a completion period of 180 days

which will commence after City Council approval and Notice to Proceed is issued.

CERTIFICATION: The Chief Financial Officer certifies that \$3,000,000 is budgeted and unencumbered, \$1,500,000 in General-Misc.-Street Paving and \$1,500,000 in State Street Aid-Street Paving with the remaining \$1,500,000 to be appropriated in FY 2025-2026 in State Street Aid-Street Paving.

ATTACHMENTS: Staff Report Volunteer Paving Bid Award, Volunteer Paving Contract and Bid Tab.

7.13. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE FORM 2 AND OTHER REQUIRED DOCUMENTS TO OBTAIN NEEDED EASEMENTS, IN AN AMOUNT UP TO \$350,000, FOR THE NASHVILLE HWY AND BEAR CREEK PIKE INTERSECTION IMPROVEMENTS - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: In following Federal and State requirements, these tracts were appraised and verified in order to obtain needed rights-of-way, slope, drainage, and construction easements for improvements to the Nashville Highway and Bear Creek Pike intersection.

This project is funded with 80% Federal and 20% State funds.

CERTIFICATION: The Chief Financial Officer certifies that \$350,000 is budgeted and unencumbered in Grants-Bear Creek Pike/Hwy 31.

ATTACHMENTS: Staff Report Easements, Right-of-way Plans.

7.14. APPROVE THE MAYOR TO SIGN THE HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF COLUMBIA, TENNESSEE AND JOHNSON'S HORSEPOWERED GARAGE AT 702 WOODLAND STREET - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The applicant installed exterior pavers along the frontage, with the intention to enhance the visual aesthetics and improve access to its motor showroom as shown in Exhibit A.

In exchange for making the Property available to Johnson's Horsepowered Garage for such purposes, Johnson's Horsepowered Garage desires to hold harmless City of Columbia from any claims and/or litigation arising out of Johnson's Horsepowered Garage use of the Property.

ATTACHMENTS: Staff Report Johnson's Horsepowered Garage Hold Harmless, Hold Harmless Agreement, Exhibit A.

7.15. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE ADDENDUM NO. 3 OF THE AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR IRON BRIDGE ROAD OVER LYTLE CREEK BRIDGE REPLACEMENT IN THE AMOUNT OF \$304,148 - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City Council approved an agreement on August 13, 2020 with Barge Design Solutions. for the Iron Bridge Road over Lytle Creek Bridge Replacement Project and Amendment No. 3 is for additional services related to construction design and construction engineering inspection CEI services, CEI services are required by TDOT and FHWA. The attached modified scope of work and fee of the design portion would increase the contract by \$304,148, which brings the total contract amount to \$541,108.

CERTIFICATION: The Chief Financial Officer certifies that \$304,148 is budgeted and unencumbered in Grants-Iron Bridge.

ATTACHMENTS: Staff Report Barge Design Solutions Addendum No. 3, Barge Design Solutions Addendum No. 3.

7.16. APPROVE PURCHASE FROM WAYPOINT COMMUNICATIONS FOR DISASTER RECOVERY EQUIPMENT AND IMPLEMENTATION SERVICES FOR THE AMOUNT OF \$131,333.56 UTILIZING NCPA - MIS.

RECOMMENDATION: Approve.

INFORMATION: The Purchasing Agent approved the National Cooperative Purchasing Alliance contract bid #NCPA 01-196 for Dell, Inc. for a six-year term from November 1, 2023, to October 31, 2029. The vendor of record for the contract is Dell, Inc. Waypoint is a Dell partner.

Per Quote AAAQ24083 obtained from Waypoint reflecting our choice of configuration:

Two repropoed hosts and one data store and license fees totaling \$131,333.56

The total purchase is \$131,333.56 to Waypoint per NCPA #NCPA 01-196.

CERTIFICATION: The Chief Financial Officer certifies that \$131,333.56 is budgeted and unencumbered in Capital-MIS-Computer Equipment.

ATTACHMENTS: Staff Report WayPoint 060525, NCPA Quote.

7.17. APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND NICKELL CONTRACTING, LLC IN THE AMOUNT OF \$246,100 TO COMPLETE THE CONSTRUCTION OF THE PADDLECRAFT LAUNCH AT RIVERWALK PARK - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Bids were opened on May 14, 2025 with Nickell Contracting submitting the lowest bid for the project to complete two access points for paddlecraft launching along Duck River within Riverwalk Park. Council approved Resolution No. 23-52 in August 2023, authorizing the City to apply for the Tourism Enhancement Grant and accept the grant award not to exceed \$100,000 with the city providing matching funds of \$100,000.

CERTIFICATION: The Chief Financial Officer certifies that \$100,000 is budgeted and unencumbered in Grants –Recreation-Buildings and Structures.

ATTACHMENTS: Staff Report Nickell Contracting, Paddlecraft Launch Project Manual, Bid Tab - Paddlecraft Launch.

7.18. APPROVE THE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT WITH CITY GREEN SERVICES FOR MOWING SERVICES FOR PUBLIC WORKS AND PARKS AND RECREATION IN THE AMOUNT OF \$9,250 PER OCCURRENCE - FINANCE.

RECOMMENDATION: Approve

INFORMATION: The City puts out to bid mowing services for our parks and for our medians throughout the City. We had seven companies turn in bids and the lowest bid belonged to City Green Services.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in the Public Works and Parks budgets.

ATTACHMENTS: Staff Report Mowing Services for Parks & Public Works, City Green Services Contract, Bid Tab Mowing Services.

7.19. APPROVE BID AWARD TO COLUMBIA OIL IN THE AMOUNT OF \$40,000 FOR THE PURCHASE OF BULK LUBRICANTS - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: An invitation to bid was properly advertised and solicited to supply bulk lubricants to the City of Columbia due to the expiration of the current bid. The low bid for the five products advertised was submitted by Columbia Oil. As with similar bids, Council is requested to authorize a renewable one year bid with two one year renewal options. Renewals may be subject to price increases based upon the terms and conditions set forth in the invitation to bid.

CERTIFICATION: The Chief Financial Officer certifies that \$40,000 is budgeted and unencumbered in the General Fund.

ATTACHMENTS: Staff Report Bulk Lubricants, Bid Tab Bulk Lubricants.

7.20. APPROVE THE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH D & D TOWING & RECOVERY LLC FOR TOWING AND STORAGE SERVICES - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The Police Department is charged with the duty to investigate and assist with vehicle accidents and abandoned or immobile vehicles. The vehicles often cannot be removed from the scene other than by towing and may subsequently require temporary storage. While it is the owner's right to select the company used to move or store the vehicle, often the City is requested or required to make that selection in order to re-establish traffic flow.

The charges related to towing and storage can vary greatly from vendor to vendor; therefore, the City sought bids to establish fixed pricing for towing and storage. It furthermore simplifies the process if a single vendor is awarded the contract thereby eliminating the process of administering a rotating towing service schedule. In response to an invitation to bid, D & D Towing & Recovery LLC was the only bid and complied with all the terms and conditions of the invitation.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in the General Fund.

ATTACHMENTS: Staff Report Towing & Storage Services, D & D Towing & Recovery LLC Contract, D & D Towing & Recovery LLC Bid Submission

8 ADMINISTRATION.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 25-35 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR CREEK GLEN PHASE 2 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-35.

INFORMATION: Bear Creek Glen Phase 2 consists of 305 linear feet of 8" sanitary sewer main. The Developers met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 25-35, Resolution No. 25-35.

9.2. RESOLUTION NO. 25-37 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN HONEY FARMS SUBDIVISION, PHASE 2, SECTION 10A FOR OWNERSHIP AND MAINTENANCE. - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-37.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Honey Farms Subdivision, Phase 2, Section 8, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends acceptance of the streets and drainage improvements.

Release the remainder of the Surety Guarantee in the amount of \$10,300 to be disbursed as follows:

\$5,150 - Charles Raines - P.O. Box 1715 Spring Hill, TN. 37174

\$5,150 - Estate of JD Eatherly, Sandra Cantrell, Executor, 1720 West End Ave., Suite 600, Nashville, TN 37203.

ATTACHMENTS: Staff Report Resolution No. 25-37, Resolution No. 25-37.

9.3. RESOLUTION NO. 25-40 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING FIELDSTONE FARMS, PHASE 1 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-40.

INFORMATION: Fieldstone Farms, Phase 1 consists of 80 linear feet of 8" sanitary sewer main. The Developers met all of the qualifications for acceptance.

ATTACHMENTS: Staff Report Resolution No. 25-40, Resolution No. 25-40.

9.4. RESOLUTION NO. 25-41 - TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 25-41.

INFORMATION: The City Recorder is presenting tax corrections through 5/23/2025 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 25-41, Resolution No. 25-41, Resolution No. 25-41 Exhibit A.

10 ORDINANCES.

10.1. 2ND CONSIDERATION OF ORDINANCE NO. 4542 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE NO. 4503, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, CAPITAL PROJECTS, GRANTS AND WASTEWATER FUNDS - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4542 as amended on second consideration.

INFORMATION: The proposed ordinance is the fourth amendment to the FY 2025 Appropriation Ordinance, impacting the Capital Projects, Grants, Wastewater and General Fund Departments.

Within this budget amendment, the following items are included:

- Rebudget/transfer \$2,001,292 from General to Capital Projects,
- Budget hardware for Tyler revenue implementation totaling \$10,950,
- Budget transfer from Human Resources to Finance for personnel expenses (\$109,803) and operating supplies (\$1,329),
- Budget transfer/expenses for Cap Projects totaling \$2,001,292,
- Budget additional personnel costs in Parks totaling \$22,174,
- Budget \$523,500 for engineering/construction inspection for Bear Creek PS.

On second consideration, the following items are included:

- Transfer software budget from MIS to General Government totaling \$171,891,
- Transfer \$121,100 from Tourism Reserves to grants funds,
- Budget expenditures and transfers to Capital Projects for projects including change orders 4-6 Fire Station No. 1 renovations, partial amount after insurance payout for Dev Serv vehicle and budget for East 8th and South Main Roundabout totaling \$959,489.74,
- Budget \$28,500 in Grants Fund for THSO grant,
- Budget retirement/pension annual contribution totaling \$500,000 and Workers Comp totaling \$196,368,
- Reduce budget for flood study due to error causing duplicate budget in preceding amendment,
- Budget increases in Sanitation for CPWS fees (\$50,000) and increased landfill costs (\$214,000),
- Budget \$121,100 from Tourism Reserves to increase boat launch following higher than anticipated bid for construction,
- Budget \$115,875 for a replacement fire tower using 80% FEMO hazard mitigation grant funds and the 20% local match (\$23,175) transferred from the General to Grants Fund,
- Budget SAFER Grant and ARPA Tourism Grant from grants fund to General Fund along with budgeted expenditures so that grant recorded where regular yearly expenditures are recorded, i.e., Fire Dept and Tourism,
- Budget 2024 GO bonds in current fiscal year totaling \$1,573,013, CPWS fees totaling \$60,000, belt press rental totaling \$497,000 and Workers Comp totaling \$31,382.

A detailed schedule of items included within this budget amendment

is attached. This amendment increases the City's total budget for FY 2025 by \$9,028,691 to \$232,962,824.

ATTACHMENTS: Staff Report Ordinance No. 4542, Ordinance No. 4542, Supporting Documents , Budget Summary.

10.2.2ND CONSIDERATION OF ORDINANCE NO. 4543 – AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2025 ON ALL TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00 - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4543 on second consideration.

INFORMATION: Annually, the City Council adopts the property tax rate by Ordinance. This proposed Ordinance calls for the tax rate of \$0.8251 per \$100.00 of assessed value for the 2025 City taxes.

ATTACHMENTS: Staff Report Ordinance No. 4543, Ordinance No. 4543.

10.3.2ND CONSIDERATION OF ORDINANCE NO. 4544 AS AMENDED – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026 – SPG, FINANCIALLY RESPONSIBLE CITY PROVIDING EXCELLENT SERVICES - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4544 as amended on second consideration.

INFORMATION: Each year, pursuant to the City Charter, the City Council considers the formal adoption of the City budget through an appropriation ordinance for the coming year. The proposed budget was delivered to the City Council at the May 8th regular meeting. The annual budget proposal was presented to Council Members during one-on-one meetings for review of all City departments and funds in advance of first consideration. A Public Hearing is required prior to second consideration and is scheduled for June 12, 2025. Required publication of the tentative Appropriation Ordinance was made in the Columbia Daily Herald

on April 27, 2025. A notice of public hearing including FY 2026 proposed along with current year (2025) and last audited year (2024) budgeted figures was published April 27, 2025.

Since the City Council approved the Appropriation Ordinance on first consideration, no changes have been made.

The total proposed budget is \$88,953,406.

ATTACHMENTS: Staff Report Ordinance No. 4544, Ordinance No. 4544 As Amended, Final Budget Message.

10.4.2ND CONSIDERATION OF ORDINANCE NO. 4545 AS AMENDED - AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2025-2026 FISCAL YEAR - HUMAN RESOURCES.

RECOMMENDATION: Approve Ordinance No. 4545 as amended on second consideration.

INFORMATION: Each year the Classification and Compensation Plan for the employees is reviewed and updated if necessary. This year's plan adjusts the salary ranges by 3.5%. Employees that are full-time or part-time regular will receive a 4% pay increase. Positions that are being added include a Wastewater Engineering Inspector, Grade H in Wastewater, a Marketing Specialist, Grade H in Tourism & Marketing, a Medical Training Captain/Community Risk Reduction Officer, Grade J in Fire & Rescue and a part-time Recreation Aquatics Programmer.

Other changes to the plan include converting the Human Resources Specialist – Administrative, Grade G to Human Resources Generalist, Grade I, converting Staff Account, Grade I in Finance to Grade J, and changing the Assistant Parks and Recreation Director from a Grade K to Grade L, moving the positions of Parks and Recreation Head Lifeguard, Grade C, Lifeguard, Grade B and Pool Manager, Grade E, from seasonal part-time positions to regular part-time positions.

Other additional changes to the plan include adding the position of Building and Grounds Maintenance II, Grade D, part-time, to the Parks and Recreation Department.

Adding the position of Accounting Technician Part-time, Grade E, to the City Recorder's Department; adding the position of Equipment Operator I Part-time, Grade E, to the Street Department.

Adding the position of Sanitation Operator II, Part-time, Grade F, to the Sanitation Department.

Adding the position of Code Enforcement Officer, Part-time, Grade G, to the Development Services Department; adding the position of Sign Tech II, Grade G, to the Street Department; adding the position of Wastewater Maintenance Worker, part-time, Grade G, to the Wastewater Department.

Adding the position of PT Laboratory Assistant, Grade E to the Wastewater Department.

ATTACHMENTS: Staff Report Ordinance No. 4545, Ordinance No. 4545, Ordinance No. 4545 Exhibit A.

10.5.2ND CONSIDERATION OF ORDINANCE NO. 4546 - AN ORDINANCE AMENDING TITLE 18, CHAPTER 3, SECTION 18-303, OF THE MUNICIPAL CODE OF THE CITY OF COLUMBIA BY REPLACING IN ITS ENTIRETY THE PRESENT SCHEDULES A AND B AND ADOPTING AND APPROVING NEW SCHEDULES A AND B

RECOMMENDATION: Approve Ordinance No. 4546 on second consideration.

INFORMATION: The Ordinance adjusts water rates to generate revenue to cover the debt for twelve water improvement projects. The anticipated revenue will support \$82,219,777 in Capital Projects costs.

ATTACHMENTS: Staff Report Ordinance No. 4546, Ordinance No. 4546, CPWS Rate Action Overview , CPWS Project List.

10.6.2ND CONSIDERATION ON ORDINANCE NO. 4547 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE HONEY FARM PUD MASTER PLAN FOR A 7.49 ACRE PORTION OF LOT 6 IN HONEY FARM CROSSING AT TAX MAP 51 PARCEL 58.00, LOCATED OFF NASHVILLE HIGHWAY AND HONEY FARM WAY - WARD 5, GROWING CITY ECONOMY - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance 4547 on second consideration.

INFORMATION: The applicant is seeking approval to amend the Honey Farm PUD Master Plan with a 7.49 acre commercial development of a 45,000 sq. ft. retail building. The plan was reviewed at the April 9, 2025 Planning Commission meeting with a recommendation of approval with conditions. Conditions included being subject to DRC and staff comments, approval of the exceptions requested, and removal of the south side signage. The recommendation was in agreeance by a vote of five to one.

The vote was amended to include that the fencing proposal be modified with a long lasting, ecstetically pleasing material with brick or metal columns or posts.

ATTACHMENTS: Staff Report Ordinance No. 4547, Ordinance No. 4547, Ordinance No. 4547 Exhibit A, Ordinance No. 4547 Exhibit B w/fence specs, DS Staff Report.

10.7.2ND CONSIDERATION OF ORDINANCE NO. 4548 - AN ORDINANCE TO APPROVE AN ACCESS EASEMENT AGREEMENT FOR PROPERTY OWNED BY THE CITY OF COLUMBIA AND SHOWN ON TAX MAP 112 PARCELS 009.01 AND 002.08 AND KNOWN AS RIDLEY PARK ROAD PROVIDING FOR VEHICULAR AND PEDESTRIAN ACCESS FROM TROTWOOD AVENUE (STATE ROUTE 243) ON, OVER AND ACROSS RIDLEY PARK ROAD TO PROPERTY OWNED BY MERITAGE HOMES OF TENNESSEE, INC. - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4548 on second consideration.

INFORMATION: Meritage Homes of Tennessee, Inc. plans on developing a residential subdivision adjacent to Ridley Park Road. This Ordinance would approve an access easement agreement that would allow vehicular and pedestrian access from Trotwood Avenue on, over and across Ridley Park Road to the land owned by Meritage Homes.

ATTACHMENTS: Staff Report Ordinance No. 4548, Ordinance No. 4548, Ordinance No. 4548 Exhibit A, 2008 City Manager Boyer Letter, Ridley Access Contracts, Agenda Items.

10.8.1ST CONSIDERATION OF ORDINANCE NO. 4549 - AN ORDINANCE TERMINATING A BLANKET UTILITY EASEMENT PARTIALLY LOCATED ON TAX MAP 51 PARCEL 058.00 AT HONEY FARM WAY AND U.S. 31/NASHVILLE HIGHWAY AND AUTHORIZE THE MAYOR TO EXECUTE ANY RELATED DOCUMENTS - .

RECOMMENDATION: Approve Ordinance No. 4549 on first consideration.

INFORMATION: The owner of the property located at Tax Map 51 Parcel 058.00 has requested the City of Columbia terminate the blanket easement as they are developing the property.

ATTACHMENTS: Staff Report Ordinance No. 4549, Ordinance No. 4549 with Exhibit A.

10.9.1ST CONSIDERATION OF ORDINANCE NO. 4550 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO. 25-39, LOCATED OFF LASEA ROAD BEING TAX MAP 73 PARCEL 17.02, TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 5, GROWING CITY ECONOMY - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Defer.

INFORMATION: The applicant is requesting to zone property proposed to be annexed under Resolution No. 25-39 to CD-3 (Neighborhood Character District). The concept plan reflects future development of 31 single family lots. The Planning Commission reviewed this request and recommended denial by a vote of four to three at the May 15, 2025 meeting.

ATTACHMENTS: Staff Report Ordinance No. 4550, Ordinance No. 4550, Ordinance No. 4550 Exhibit A, Ordinance No. 4550 Exhibit B, Concept Plan, DS Staff Report.

11 OTHER BUSINESS.

12 EXECUTIVE SESSION.

13 ADJOURNMENT.

14 UPCOMING EVENTS.

14.1. CITY COUNCIL JULY STUDY SESSION - TUESDAY, JULY 8, 2025 - 5:30 P.M. - COUNCIL CHAMBERS, CITY HALL (STUDY SESSION WAS MOVED DUE TO THE JULY 4TH HOLIDAY)



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.gov, (931) 560-1559

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4542 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE NO. 4503, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, CAPITAL PROJECTS, GRANTS AND WASTEWATER FUNDS

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: This Public Hearing is related to Item 10.1 on the agenda. The proposed ordinance is the fourth amendment to the FY 2025 Appropriation Ordinance, impacting the Capital Projects, Grants, Wastewater and General Fund Departments.

Supporting documentation for the amendment is included within the agenda packet and the required Notice of Public Hearing was published in The Daily Herald on April 27, 2025.

This amendment increases the City's total budget for FY 2025 by \$9,028,691 to \$232,962,824.

ATTACHMENTS: Staff Report, Ordinance No. 4542 as amended, Supporting Documents, Budget Summary.

ORDINANCE NO. 4542 (AS AMENDED)

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE NO. 4503, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, CAPITAL PROJECTS, GRANTS AND WASTEWATER FUNDS

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4503, as amended, the same being the Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2024 through June 30, 2025, be amended. That the total budget appropriation for the fiscal year be increased from \$223,934,133 to \$232,962,824, an increase of \$9,028,691.

Section 2: That the budget appropriations shall be revised as follows:

General Government total of \$24,675,017 be amended to \$27,948,673, an increase of \$3,273,656.

MIS total of \$787,119 be amended to \$615,228, a decrease of \$171,891.

Finance & City Recorder total of \$1,200,287 be amended to \$1,311,858, an increase of \$111,571.

Human Resources total of \$336,044 be amended to \$224,912, a decrease of \$111,132.

Fire total of \$9,443,019 be amended to \$9,797,921, a decrease of \$354,902.

Development Services total of \$2,666,970 be amended to \$2,524,470, a decrease of \$142,500.

Parks total of \$3,858,358 be amended to \$3,880,532, an increase of \$22,174.

Sanitation total of \$4,384,582 be amended to \$4,648,582, an increase of \$264,000.

Capital Projects total of \$22,747,940 be amended to \$24,891,570, an increase of \$2,143,630.

Grants total of \$12,119,343 be amended to \$11,853,571, a decrease of \$265,772.

Wastewater total of \$120,124,441 be amended to \$123,674,493, an increase of \$3,550,053.

ALL OTHER APPROPRIATIONS REMAIN THE SAME.

Section 3: This ordinance is enacted pursuant to and in compliance and conformity with Article 9, Section 9 of the Charter of the City of Columbia, with Notice of Public Hearing published on the 27th day of April, 2025, and it shall be executed and construed consistent with said charter and laws of the State of Tennessee.

Section 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

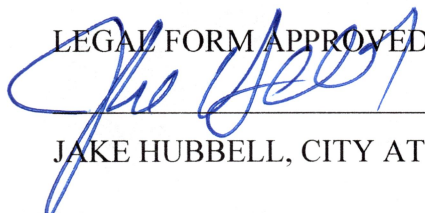
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE 12th DAY OF JUNE, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st Consideration: _____

Passed on 2nd Consideration: _____

Summary of Appropriation Amendment #4
2nd Consideration - June 12th (6/12/25)

General Government

Tyler Hardware increase - 5 (Scanners, stands, readers, printers)	10,950.00
Budget transfer to Capital Projects	1,885,417.00
Total General Government	\$ 1,896,367.00

Finance and City Recorder's Office

Budget transfer from HR - personnel	109,803.00
Budget funds for uniforms	439.00
Budget transfer from HR - services and supplies	1,329.00
Total Finance and City Recorder's Office	\$ 111,571.00

Human Resources

Budget transfer from HR - personnel	(109,803.00)
Budget transfer from HR - services and supplies	(1,329.00)
Total Human Resources	\$ (111,132.00)

Parks

Budget additional personnel costs	22,174.00
Total Parks	\$ 22,174.00

TOTAL GENERAL FUND \$ 1,918,980.00

Capital Projects

Tennis Courts/Pickleball courts - Ridley - Strategic Planning Item	1,100,000.00
South Main & Eighth Street Roundabout Project - Nickell Contracting	701,277.00
Reline Sewer Line a Station No. 4	55,989.00
Budget vehicle replacement amount less insurance claim amount	19,901.00
Design - bridge repair on Olivet Road	6,000.00
C.O. for garage renovation project	2,250.00
Total Capital Projects	\$ 1,885,417.00

Wastewater (Sewer) Fund

Budget engineering/construction inspection for Bear Creek PS	523,500.00
Total Wastewater (Sewer) Fund	\$ 523,500.00

Total Increase - All Funds (First Consideration) \$ 4,327,897.00

Increased Second Consideration on 6/12/25

General Government

Budget increase Workers Comp	196,368.04
ARPA Tourism Grant - Move to Fund 110	106,541.81
Transfer software budget from MIS to General Government	171,891.00
Budget additional retirement funding FY 25	500,000.00
Budget transfer to Capital Projects for projects	258,213.24
Budget transfer to Grants for projects - Blueway	121,100.00
Budget transfer to Grants for projects FEMA match	23,175.00
Total General Government	\$ 1,377,289.09

MIS

Transfer software budget from MIS to General Government	(171,891.00)
Total MIS	\$ (171,891.00)

Fire

SAFER Grant - move back to 110 where activity occurs	354,901.92
Total Fire	354,901.92

Development Services

Reduce budget for USACE Flood Study Phase 2 - duplicate in 11041900-OC290 (142,500.00)

Total Development Services \$ (142,500.00)

TOTAL GENERAL FUND \$ 1,417,800.01

Sanitation

CPWS Fees - Sanitation 50,000.00

Budget increased landfill costs 214,000.00

Total Sanitation \$ 264,000.00

Capital Projects

FS1 - CO 4 to add receptacle in compressor room, apparatus room etc. 8,876.00

FS1 - CO 5 undercut and rock removal 99,763.00

FS1 - CO 6 asphalt, tower foundation, oil-water separator 129,582.00

Chrysler Dodge Jeep Ram of Columbia--Replacement vehicle 19,992.24

Total Capital Projects \$ 258,213.24

Grants

SAFER Grant - move back to 110 where activity occurs (354,901.92)

ARPA Tourism Grant - Move to Fund 110 (176,345.08)

Budget funds for tower FEMA/City funding 80/20 115,875.00

Increase budget for Blueway - tourism enhancement grant project 121,100.00

Budget funds for THSO FY2025 28,500.00

Total Grants \$ (265,772.00)

Wastewater (Sewer) Fund

Budget increase Workers Comp 31,382.91

CPWS Fees - Wastewater 60,000.00

Belt Press Rental - MSD Environmental Services 497,000.00

Budget 2024 GO Bonds Principal Payment in FY 25 2,438,169.88

Total Wastewater (Sewer) Fund \$ 3,026,552.79

Total Increase - All Funds (Second Consideration) \$ 4,700,794.04

Total Increase - All Funds (First and Second Consideration) \$ 9,028,691.04

CITY OF COLUMBIA
FY 2025 APPROPRIATION AMENDMENT #4
Second Consideration 6/12/25

1) Budget transfer to capital projects

Increase Revenues

11037110 \$ 1,885,416.50 Prior Year Revenue

Increase Expenditures

11041900-OC766 \$ 1,885,416.50 General Govt - Transfer to Cap Proj

2) Budget transfer and expenses for Capital Projects

Increase Revenues

31137940 \$ 1,885,416.50 Transfer From General Fund

Increase Expenditures

31144450-OC937	\$	1,100,000.00	Capital - Parks - Parks And Recreation Facilities
31141900-OC912	\$	701,276.50	Capital - Gen Govt - Site Development
31142210-OC920	\$	55,989.00	Capital - Fire-Admin - Operational
31143710-OC941	\$	19,901.00	Capital - Development Services - Transportation Equipment
31143710-OC932	\$	6,000.00	Capital - Development Services - Bridges and Tunnels
31141850-OC936	\$	2,250.00	Capital - Tourism Enhancement - Parking Garage
	\$	1,885,416.50	Total

3) Budget transferred funds from HR to finance department for personnel

Decrease Expenditures

11041650-OC110	\$	89,783.80	HR - Salaries
11041650-OC118	\$	450.00	HR - Longevity
11041650-OC141	\$	6,902.89	HR - FICA
11041650-OC142	\$	7,075.46	HR - Insurance
11041650-OC143	\$	5,374.85	HR - Retirement
11041650-OC145	\$	216.00	HR - Dental Insurance
11041650-OC290	\$	629.00	HR - Other Services
11041650-OC310	\$	500.00	HR - Office Supplies
11041650-OC326	\$	200.00	HR - Wearing Apparel
	\$	111,132.00	Total

Increase Expenditures

11041500-OC110	\$	89,783.80	Finance - Salaries
11041500-OC118	\$	450.00	Finance - Longevity
11041500-OC141	\$	6,902.89	Finance - FICA
11041500-OC142	\$	7,075.46	Finance - Insurance

11041500-OC143	\$	5,374.85	Finance - Retirement
11041500-OC145	\$	216.00	Finance - Dental Insurance
11041500-OC290	\$	629.00	Finance - Other Services
11041500-OC310	\$	500.00	Finance - Office Supplies
11041500-OC326	\$	200.00	Finance - Wearing Apparel
	\$	111,132.00	Total

4) Budget funds for uniforms

Increase Revenues

11037110	\$	439.00	Prior Year Revenue
----------	----	--------	--------------------

Increase Expenditures

11041500-OC326	\$	383.00	Finance - Wearing Apparel
11041510-OC326	\$	56.00	City Recorder - Wearing Apparel

5) Budget additional personnel costs

Increase Revenues

11037110	\$	22,174.00	Prior Year Revenue
----------	----	-----------	--------------------

Increase Expenditures

11044410-OC110	\$	22,174.00	Parks - Admin - Salaries
----------------	----	-----------	--------------------------

6) Budget hardware for Tyler Project

Increase Revenues

11037110	\$	10,950.00	Prior Year Revenue
----------	----	-----------	--------------------

Increase Expenditures

11041900-OC290	\$	10,950.00	Gen Govt - Misc. Other Services
----------------	----	-----------	---------------------------------

7) Budget engineering/construction inspection for Bear Creek PS

Increase Revenues

41237110	\$	523,500.00	Prior Year Revenue
----------	----	------------	--------------------

Increase Expenditures

41252212-OC932	\$	523,500.00	Wastewater - 2024 GO Bonds Interest
----------------	----	------------	-------------------------------------

8) Transfer software budget from MIS to General Government**Decrease Expenditures**

11041310-OC255 \$ 171,891.00 MIS - Software

Increase Expenditures

11041900-OC255 \$ 171,891.00 General Govt - Misc.-Software

9) Budget transfer to capital projects**Increase Revenues**

11037110 \$ 258,213.24 Prior Year Revenue

Increase Expenditures

11041900-OC766 \$ 258,213.24 General Govt - Transfer to Cap Proj

10) Budget transfer and expenses for Capital Projects**Increase Revenues**

31137940 \$ 258,213.24 Transfer From General Fund

Increase Expenditures

31142210-OC920	\$	8,876.00	Capital -Fire Admin - Building
31142210-OC920	\$	99,763.00	Capital -Fire Admin - Building
31142210-OC920	\$	129,582.00	Capital -Fire Admin - Building
31143710-OC941	\$	19,992.24	Capital -Dev Serv - Vehicles
	\$	258,213.24	Total

11) Budget 2024 GO Bonds Principal Payment in FY 25**Increase Revenues**

41237110 \$ 2,438,169.88 Prior Year Revenue

Increase Expenditures

41252227-OC645 \$ 2,438,169.88 Wastewater - Treatment Plant - Software

12) Reduce budget for USACE Flood Study**Decrease Revenues**

110-37110 \$ 142,500.00 Prior Year Revenue

Decrease Expenditures

11043710-OC250 \$ 142,500.00 Development Services - Professional Services

13) Budget transfer to Grants Fund**Increase Revenues**

110-37110 \$ 121,100.00 Prior Year Revenue

Increase Expenditures

11041900-OC768- \$ 121,100.00 General Govt - Transfer to Grants

14) Budget transfer to Grants Fund**Increase Revenues**

110-37110 \$ 23,175.00 Prior Year Revenue

Increase Expenditures

11041900-OC768- \$ 23,175.00 General Govt - Transfer to Grants

15) Budget additional funds for Tourism Enhancement Grant project**Increase Revenues**

32237940 \$ 121,100.00 Transfer from Gen Fund

Increase Expenditures

32244410-OC920 \$ 121,100.00 Parks - Admin-Buildings and Structures

16) Budget funds for tower FEMA/City funding 80/20**Increase Revenues**

32237940 \$ 23,175.00 Transfer from Gen Fund
32233457 \$ 92,700.00 Hazzard Mitigation Grant
 \$ 115,875.00 Total

Increase Expenditures

32242220-OC945 \$ 115,875.00 Capital - Fire-Suppression - Communications Equipment

17) Budget funds for FY 25 retirement/pension contribution**Increase Revenues**

110-37110 \$ 500,000.00 Prior Year Revenue

Increase Expenditures

11041900-OC149 \$ 500,000.00 General-Misc. - Other Pensions

18) Budget increase Workers Comp

Increase Revenues

110-37110 \$ 196,368.04 Prior Year Revenue

Increase Expenditures

11041900-OC146 \$ 196,368.04 General-Misc. - Workers Comp

19) Budget increase Workers Comp

Increase Revenues

412-37110 \$ 31,382.91 Prior Year Revenue

Increase Expenditures

41252213-OC146 \$ 31,382.91 Wastewater-Treatment Plant - Workers Comp

20) Budget Belt Press Rental - MSD Environmental Services

Increase Revenues

412-37110 \$ 497,000.00 Prior Year Revenue

Increase Expenditures

41252213-OC530 \$ 497,000.00 Wastewater-Treatment Plant - Rentals

21) Budget CPWS Fees

Increase Revenues

127-37110 \$ 50,000.00 Prior Year Revenue

Increase Expenditures

12743210-OC290 \$ 50,000.00 Sanitation - Admin - Other

Increase Revenues

412-37110 \$ 60,000.00 Prior Year Revenue

Increase Expenditures

41252213-OC293 \$ 60,000.00 Wastewater-Treatment Plant - Fees

22) Budget transfer of SAFER Grant to General Fund

Decrease Revenues

322-33239 \$ 354,901.92 SAFER Grant

Decrease Expenditures

32242220-OC110 \$ 354,901.92 Grants-Fire-Suppression-Salaries

Increase Revenues

110-33239 \$ 354,901.92 SAFER Grant

Increase Expenditures

11042253-OC110 \$ 354,901.92 Fire-SAFER-Salaries

23) Budget transfer of ARPA Tourism Grant to General Fund**Decrease Revenues**

322-33238 \$ 176,345.08 ARPA Tourism Grant

Decrease Expenditures

32241951-OC110 \$ 176,345.08 Grants-ARPA Tourism-Salaries

Increase Revenues

110-33238 \$ 106,541.81 ARPA Tourism Grant

Increase Expenditures

11041951-OC110 \$ 106,541.81 ARPA Tourism-Salaries

24) Budget increased landfill costs**Increase Revenues**

127-37110 \$ 214,000.00 Prior Year Revenue

Increase Expenditures

12743210-OC290 \$ 214,000.00 Sanitation - Admin - Other

25) Budget funds for THSO Grant for FY 25**Increase Revenues**

32233208 \$ 28,500.00 Highway Safety Grant

Increase Expenditures

32242147-OC112 \$ 14,250.00 Capital - Police - GHSO-Overtime

32242147-OC321 \$ 14,250.00 Capital - Police - GHSO-Controllable Assets

FY 2025 Budget Summary - AA#4						
6/12/2025						
		SERVICES &		CAPITAL	DEBT	AA#4
Departments	PERSONNEL	SUPPLIES	TRANSFERS	OUTLAY	SERVICE	FY 2025
City Council	\$99,124	\$376,900	\$0	\$0	\$0	\$476,024
Legal Services	\$63,863	\$217,100	\$0	\$0	\$0	\$280,963
Management Info Systems	\$391,664	\$223,564	\$0	\$0	\$0	\$615,228
City Manager	\$540,785	\$301,888	\$0	\$0	\$0	\$842,673
Finance & City Recorder	\$1,249,692	\$62,166	\$0	\$0	\$0	\$1,311,858
Human Resources	\$192,253	\$32,659	\$0	\$0	\$0	\$224,912
General City Admin	\$1,949,389	\$7,048,626	\$18,950,657	\$0	\$0	\$27,948,673
Police	\$9,875,522	\$1,761,380	\$0	\$0	\$0	\$11,636,902
Fire	\$9,012,197	\$785,725	\$0	\$0	\$0	\$9,797,921
Streets & Maintenance	\$3,464,871	\$755,973	\$0	\$0	\$0	\$4,220,844
Development Services	\$2,239,950	\$284,520	\$0	\$0	\$0	\$2,524,470
Parks & Recreation	<u>\$2,915,294</u>	<u>\$965,238</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,880,532</u>
Total General Fund	\$31,994,604	\$12,815,739	\$18,950,657	\$0	\$0	\$63,761,000
State Street Aid Fund	\$0	\$2,107,885	\$0	\$209,271	\$0	\$2,317,156
N&V Chief's Fund	\$0	\$140,000	\$0	\$0	\$0	\$140,000
Street & Transportation Fund	\$0	\$80,000	\$0	\$0	\$0	\$80,000
Drug Fund	\$0	\$81,053	\$40,000	\$58,305	\$0	\$179,358
Solid Waste (Sanitation) Fund	\$1,925,173	\$2,647,346	\$76,063	\$0	\$0	\$4,648,582
Debt Service Fund	\$0	\$0	\$0	\$0	\$1,417,094	\$1,417,094
Capital Projects Fund	\$0	\$500,000	\$895,063	\$23,496,507	\$0	\$24,891,570
Grants Fund	\$2,489	\$1,298,031	\$0	\$10,553,051	\$0	\$11,853,571
Wastewater (Sewer) Fund	<u>\$4,187,591</u>	<u>\$6,569,011</u>	<u>\$0</u>	<u>\$105,454,206</u>	<u>\$7,463,686</u>	<u>\$123,674,493</u>
Grand Total	\$38,109,856	\$26,239,065	\$19,961,783	\$139,771,341	\$8,880,779	\$232,962,824



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kim Dale, Asst. City Recorder, kdale@columbiatn.com, 931-560-1579

AGENDA ITEM TITLE:

PUBLIC HEARING ON ORDINANCE NO 4543 – AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2025 ON ALL TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00 – CITY RECORDER’S OFFICE

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: This Public Hearing is related to Item 10.2 on the Agenda. The proposed Ordinance fixing the tax rate for the City of Columbia for the year 2025 on all taxable property at the rate of \$0.8251 per \$100.00.

Supporting documentation for the Ordinance has been provided and the required Notice of Public Hearing was published in The Daily Herald 5/18/2025.

ATTACHMENTS: Staff Report, Ordinance No. 4543.

**AN ORDINANCE FIXING THE TAX RATE FOR THE
CITY OF COLUMBIA FOR THE YEAR 2025 ON ALL
TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00**

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That there is hereby levied on all taxable property, real, personal and mixed, the sum of \$0.8251 on each \$100.00 of such taxable property for the year 2025 for the following purposes:

General Corporation Purposes \$0.8251

Section 2: That this Ordinance is enacted pursuant to Article 9, Section 9.07 (2) of the Charter of the City of Columbia, consistent and in conformity with which it shall be administered, executed and construed.

Section 3: That such taxes shall become delinquent on the fifteenth (15th) day of December, 2025, and immediately upon the delinquency of such taxes, shall bear interest at the rate of one-half percent (1/2%) from December 16, 2025 through December 31, 2025 and thereafter at the rate of six percent (6%) per annum, and in addition, a penalty of one-half of one percent shall apply for each month thereafter, beginning with the first day of February, 2026.

Section 4: This Ordinance is passed after a public hearing held on the 12th day of June 2025, with notice of said hearing being given in the Daily Herald of Columbia, Tennessee.

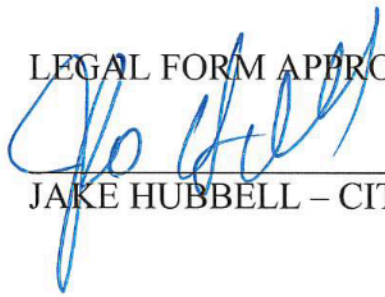
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
COLUMBIA, TENNESSEE, this the _____ day of _____,
2025.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI – CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL – CITY ATTORNEY

APPROVED ON FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed 1st Consideration _____

Passed 2nd Consideration _____



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.gov, (931) 560-1559

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4544 AS AMENDED –
APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The proposed Ordinance represents the City of Columbia budget for FY 2025-2026. The proposed budget was submitted to the City Council by the City Manager and received at the City Council regular meeting on May 8, 2025, for first consideration.

The total proposed budget is \$88,953,406, as outlined in agenda Item 10.3 and referenced in the final budget message.

ATTACHMENTS: Staff Report PH, Ordinance No. 4544 As Amended, Final Budget Message.

ORDINANCE NO. 4544 (AS AMENDED)

**AN APPROPRIATION ORDINANCE FOR THE CITY OF COLUMBIA, TENNESSEE AS
AMENDED FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026**

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the governing body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE, AS
FOLLOWS:**

SECTION 1. That amounts hereinafter set out constitute the estimated revenues and the budgeted expenditures for the City of Columbia, Tennessee, and the said sums specified herein are hereby appropriated for the purpose of meeting the expenses of the various departments and programs of the City of Columbia for the fiscal year beginning July 1, 2025 and ending June 30, 2026, to wit:

	GENERAL FUND		
	FY 2023-2024 ACTUAL	FY 2024-2025 ESTIMATED	FY 2025-2026 BUDGET
Beginning Fund Balance			\$ 60,263,968
<u>Revenues and Other Sources:</u>			
Taxes	\$ 40,248,357	\$ 39,305,144	\$ 36,672,700
Licenses and Permits	2,668,211	2,284,000	1,673,700
Fines and Fees	163,746	167,350	232,100
Charges for Services	337,705	247,577	239,000
Intergovernmental	6,089,353	5,641,450	5,652,400
Interest	2,547,701	1,250,000	637,004
Other	782,159	406,748	6,666,419
Total Revenues and Sources	\$ 52,837,231	\$ 49,302,269	\$ 51,773,323
Total Funds Available			\$ 112,037,291

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

GENERAL FUND

	FY 2023-2024 ACTUAL	FY 2024-2025 ESTIMATED	FY 2025-2026 BUDGET
<u>Expenditures and Other Uses:</u>			
City Council	\$ 401,180	\$ 437,407	\$ 571,527
Legal Services	234,255	267,552	295,594
City Manager's Office	542,691	584,587	960,844
Management Information Systems	965,157	591,056	804,863
Finance & City Recorder's Office	1,094,245	1,121,027	1,341,093
Human Resources	282,025	205,393	252,570
General City Admin	6,454,903	5,195,739	5,417,414
Police Department	11,462,305	10,212,562	11,719,625
Fire Department	10,111,175	9,170,707	10,066,928
Public Works-Streets	4,286,739	3,927,594	4,428,344
Development Services	2,131,598	2,175,762	2,848,381
Parks and Recreation	3,118,820	3,472,824	5,117,646
Transfer to Capital Projects Fund	5,290,185	4,926,110	6,630,575
Transfer to Debt Service Fund	1,527,367	1,319,981	1,317,919
Total Expenditures and Other Uses	\$ 47,902,644	\$ 43,608,301	\$ 51,773,323
 Estimated Ending Fund Balance			\$ 60,263,968

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

STATE STREET AID FUND

	<u>FY 2023-2024</u> <u>ACTUAL</u>	<u>FY 2024-2025</u> <u>ESTIMATED</u>	<u>FY 2025-2026</u> <u>BUDGET</u>
Beginning Fund Balance			\$ 4,507,089
<u>Revenues:</u>			
State Fuel Taxes	\$ 1,465,733	\$ 1,428,000	\$ 1,320,000
Other	1,300	-	1,818,823
Interest Earnings	136,263	100,000	8,000
Total Revenues	\$ 1,603,295	\$ 1,528,000	\$ 3,146,823
Total Funds Available			\$ 7,653,912
<u>Expenditures:</u>			
Street Maintenance	\$ 430,100	\$ 486,270	\$ 1,646,823
Transfer to Capital Projects Fund	75,000	-	1,500,000
Capital Outlay	51,855	-	-
Total Expenditures	\$ 556,955	\$ 486,270	\$ 3,146,823
Estimated Ending Fund Balance			\$ 4,507,089

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

NARCOTICS & VICE FUND

	<u>FY 2023-2024 ACTUAL</u>	<u>FY 2024-2025 ESTIMATED</u>	<u>FY 2025-2026 BUDGET</u>
Beginning Fund Balance			\$ 116,980
<u>Revenues and Other Sources:</u>			
Settlements	\$ 31,265	\$ 50,000	\$ 100,000
Transfer from Drug Fund	-	40,000	40,000
Miscellaneous Revenue	354		
Interest Earnings	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Revenues	\$ 31,619	\$ 90,000	\$ 140,000
Total Funds Available			\$ 256,980
<u>Expenditures:</u>			
Drug Enforcement	<u>\$ 35,775</u>	<u>\$ 22,000</u>	<u>\$ 140,000</u>
Total Expenditures	\$ 35,775	\$ 22,000	\$ 140,000
Estimated Ending Fund Balance			\$ 116,980

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

STREETS & TRANSPORTATION FUND

	<u>FY 2023-2024</u> <u>ACTUAL</u>	<u>FY 2024-2025</u> <u>ESTIMATED</u>	<u>FY 2025-2026</u> <u>BUDGET</u>
Beginning Fund Balance			\$ 11,399
<u>Revenues:</u>			
State Fuel Taxes	\$ 76,307	\$ 38,188	\$ 75,000
Miscellaneous Revenue	-	-	4,900
Interest Earnings	<u>1,534</u>	<u>100</u>	<u>100</u>
Total Revenues	\$ 77,841	\$ 38,288	\$ 80,000
Total Funds Available			\$ 91,399
Street lighting-utilities	<u>\$ 75,000</u>	<u>\$ 75,000</u>	<u>\$ 80,000</u>
Total Expenditures and Other Uses	\$ 75,000	\$ 75,000	\$ 80,000
Estimated Ending Fund Balance			\$ 11,399

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

DRUG FUND

	<u>FY 2023-2024</u> <u>ACTUAL</u>	<u>FY 2024-2025</u> <u>ESTIMATED</u>	<u>FY 2025-2026</u> <u>BUDGET</u>
Beginning Fund Balance			\$ 261,255
<u>Revenues:</u>			
Drug Related Fines/Other	\$ 60,298	\$ 16,000	\$ 169,453
Interest Earnings	20,112	11,000	1,600
Total Revenues	\$ 80,411	\$ 27,000	\$ 171,053
Total Funds Available			\$ 432,308
<u>Expenditures and Other Uses:</u>			
Drug Enforcement	\$ 26,884	\$ 38,500	\$ 81,053
Transfer to N&V Fund	-	40,000	40,000
Capital Outlay	68,851	58,300	50,000
Total Expenditures and Other Uses	\$ 95,735	\$ 136,800	\$ 171,053
Estimated Ending Fund Balance			\$ 261,255

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

SOLID WASTE SANITATION REVENUE FUND

	<u>FY 2023-2024</u> <u>ACTUAL</u>	<u>FY 2024-2025</u> <u>ESTIMATED</u>	<u>FY 2025-2026</u> <u>BUDGET</u>
Beginning Fund Balance			\$ 2,239,446
<u>Revenues and Other Sources:</u>			
Charges for Services	\$ 4,659,744	\$ 4,437,000	\$ 4,332,000
Other	45,566	7,861	509,240
Transfer from General Fund	-	-	
Interest Earnings	78,263	44,000	12,112
Total Revenues	\$ 4,783,574	\$ 4,488,861	\$ 4,853,352
Total Funds Available			\$ 7,092,798
<u>Expenditures and Other Uses:</u>			
Sanitation operations	\$ 4,057,679	\$ 4,023,817	\$ 4,387,312
Capital outlay	738,185	-	-
Transfer to Debt Service Fund	75,993	76,063	466,040
Total Expenditures and Other Uses	\$ 4,871,857	\$ 4,099,880	\$ 4,853,352
Estimated Ending Fund Balance			\$ 2,239,446

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

DEBT SERVICE FUND

	<u>FY 2023-2024</u> <u>ACTUAL</u>	<u>FY 2024-2025</u> <u>ESTIMATED</u>	<u>FY 2025-2026</u> <u>BUDGET</u>
Beginning Fund Balance			\$587,741
<u>Revenues:</u>			
Transfer from General Fund	\$ 1,527,367	\$ 1,527,367	\$ 1,317,919
Transfer from Sanitation Fund	75,993	75,993	
Proceeds from Sale of Bonds	-	-	-
Other	-	-	-
Interest Earnings	<u>61,057</u>	<u>70,000</u>	<u>21,050</u>
Total Revenues and Other Sources	\$ 1,664,417	\$ 1,673,360	\$ 1,338,969
Total Funds Available			\$ 1,926,710
Debt Service Expenditures	<u>\$ 1,604,265</u>	<u>\$ 1,417,094</u>	<u>\$ 1,338,969</u>
Estimated Ending Fund Balance			\$ 587,741

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

CAPITAL PROJECTS FUND

	<u>FY 2023-2024</u> <u>ACTUAL</u>	<u>FY 2024-2025</u> <u>BUDGET*</u>	<u>FY 2025-2026</u> <u>BUDGET*</u>
<u>Revenues And Other Sources:</u>			
Federal, State and Private Sources	\$ 49,756	\$ -	\$ -
Transfer from General Fund	5,290,185	3,175,790	6,630,575
Transfer from Other Funds	75,000	-	1,883,040
Debt Proceeds	-	-	-
Other Funding Sources	-	-	490,000
Interest Earnings	461,057	350,000	10,000
Total Revenues and Other Sources	\$ 5,875,999	\$ 3,525,790	\$ 9,013,615
<u>Expenditures:</u>			
MIS	\$ -	\$ 369,700	\$ 699,700
City Manager's Office	656,454	-	-
General Govt	802,471	1,795,063	500,000
Tourism	-	224,500	-
Police	-	706,000	739,760
Fire	1,749,890	937,910	-
Streets	-	2,108,000	3,816,115
Development Services	-	30,000	540,000
Parks	-	400,000	2,335,000
Sanitation	-	-	383,040
Other	24,878	-	-
Total Project Appropriations and Other Uses	\$ 3,233,694	\$ 6,571,173	\$ 9,013,615

* Project appropriations shown are amounts estimated to remain for outstanding or committed projects or project phases. Balances remaining at the end of any fiscal year may carry over to subsequent years.

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

GRANTS FUND

	<u>FY 2023-2024 ACTUAL</u>	<u>FY 2024-2025 BUDGET*</u>	<u>FY 2025-2026 BUDGET*</u>
<u>Revenues And Other Sources:</u>			\$1,766,182
<u>Revenues:</u>			
Transfer From General Fund	\$ -	\$ 508,712	\$ -
Transfer From Capital Projects Fund	-	895,063	-
Transfer From Sanitation Fund	-	-	83,000
Grant proceeds	-	695,280	-
Other Funding Sources	-	-	333,029
Interest Earnings	-	156	-
Total Revenues and Other Sources	\$ -	\$ 2,099,211	\$ 416,029
Total Funds Available			\$ 2,182,211
Grant Expenditures	\$ -	\$ 1,743,423	\$ 416,029
Estimated Ending Fund Balance			\$ 1,766,182

SECTION 2. That the following amounts in the Wastewater Fund are projected operating revenues and expenses for the fiscal year beginning July 1, 2025 and ending June 30, 2026 and are provided for informational purposes.

Operating Revenues	\$ 17,739,592
Operating Expenses	\$ 18,020,242

SECTION 3. That total actual expenditures for the funds shown in Sections 1 and 2 herein shall not exceed total appropriations for said funds, except as may be provided by ordinance to amend the budget.

SECTION 4. Said amounts so allocated and appropriated to be on the basis of the analysis of disbursements as shown in the budget, which will be considered by the City Council. All warrants for expenditure of funds hereinafter appropriated shall be drawn by the Chief Financial Officer and signed by the Mayor, City Manager and Chief Financial Officer.

SECTION 5. That a detailed line item financial plan to support the budget as set forth herein shall be provided to the City Council and to the various departments of the City, which financial plan shall be used as guidance and generally followed in incurring expenditures and obligations on behalf of the City.

SECTION 6. That upon second and final passage, this ordinance shall be effective as of July 1, 2025, which is the beginning of the Fiscal Year, the public welfare requiring it, and that all ordinances or part of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

SECTION 7. This ordinance is enacted pursuant to and in compliance and conformity with Article 9 of the Charter of the City of Columbia and has been published on the 27th day of April 2025 and it shall be executed and construed consistent with the Charter and the laws of the State of Tennessee. A public hearing has been noticed and held on the 12th of June, 2025.

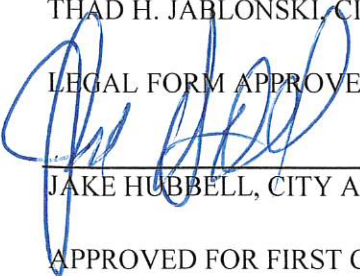
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS
THE 12th DAY OF JUNE, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st Consideration: _____

Passed on 2nd Consideration: _____

TO: Mayor and Members of the City Council

I am pleased to transmit the final FY 2026 Annual Budget for the City of Columbia. In compliance with the City Charter and State law, the budget is balanced for all funds. An overview of issues for the coming year was provided in the Budget Transmittal Memo dated May 1, 2025.

Budget sessions were held during the end of April to begin preliminary review of the proposed budget with the City Council prior to formal consideration of the Appropriation and Tax Rate Ordinances. The ordinances were passed on first and second consideration on May 8 and June 12, 2025, respectively. The budget was adopted on June 12, 2025.

Public Hearings for the Tax Rate and Budget Ordinances were held on June 12th. The recommended and adopted tax rate remained at the previous \$0.8251 level.

FY 2026 OPERATING BUDGET

The FY 2026 Operating Budget totals \$88,953,406 (a summary of the adopted budget is provided in the Budget Summary found in the Supplemental Information tab). The General Fund provides the majority of the day-to-day services for the community and represents approximately \$51.8 million, or 58.2%, of the total budget. The General Fund budget reflects an increase of 9.3% (\$4.4 million) compared to the FY 2025 budget as adopted.

Following first consideration at the May 8th Regular City Council Meeting, several items were added for second consideration. These included a \$40,000 increase in special appropriations to Maury Alliance and a \$22,000 increase for the Maury County Animal Shelter, which were incorporated into the final FY 2026 budget.

The balance of the City's annual budget incorporates expenditures for the General Fund, Capital Projects Fund, Debt Service Fund, several special revenue funds, and an enterprise fund. Debt payments include approximately \$1.3 million for general obligation debt service and \$4.8 million for Wastewater (Sewer) Fund debt obligations.

RETIREMENT PLAN FUNDING

The City is committed to annually funding 100% of the Actuarially Determined Contribution (ADC) for the City's traditional pension plan, the plan offered to employees before 2012. The ADC for FY 2026 is \$3,519,384, representing an increase of 10.9% compared to FY 2025. The City's share of funding is budgeted within each fund, department and activity within the "143-Retirement" line item. Full-time employees hired on or after July 1, 2012 participate in a 401 defined contribution plan. Funds required to match employees' 4% contributions to the newer 401 plan are budgeted in the same "143-Retirement" line item within each department.

ONGOING PROJECTS

Several multi-year projects are currently underway as highlighted in the Budget Transmittal Memo. Details regarding the City's capital projects may be found in the Capital Improvement Plan and Capital Projects Fund sections within this document.

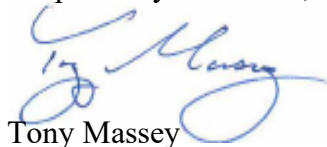
RECOGNITION AND THANKS

In reviewing the Strategic Plan items that are either in progress or have been accomplished over the past year, the Mayor and City Council are to be commended for identifying the items they felt to be priorities for funding to move our City forward. Staff continues to be excited about the progress that has been made in conjunction with the Strategic Plan and looks forward to making progress on additional items during the coming months.

Special thanks to the personnel in the Finance and City Manager's Office led by Assistant City Manager/CFO Thad Jablonski for the extra time and effort expended to prepare, compile and assemble the many documents used during the budget process and this budget book.

Finally, we express appreciation to those who dedicate their time and energy by serving on the City's boards and those who work to improve quality of life in our City and to responsibly plan for the future.

Respectfully submitted,



Tony Massey
City Manager



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4546 - AN ORDINANCE AMENDING TITLE 18, CHAPTER 3, SECTION 18-303, OF THE MUNICIPAL CODE OF THE CITY OF COLUMBIA BY REPLACING IN ITS ENTIRETY THE PRESENT SCHEDULES A AND B AND ADOPTING AND APPROVING NEW SCHEDULES A AND B

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The Ordinance adjusts water rates to generate revenue to cover the debt for twelve water improvement projects. The anticipated revenue will support \$82,219,777 in Capital Projects costs.

The notice of Public Hearing ran in the Daily Herald on May 16, 2025.

CERTIFICATION:

ATTACHMENTS: Staff Report, Ordinance No. 4546, CPWS Rate Action Overview, CPWS Project List.

**AN ORDINANCE AMENDING TITLE 18, CHAPTER 3, SECTION 18-303, OF THE
MUNICIPAL CODE OF THE CITY OF COLUMBIA BY REPLACING IN ITS ENTIRETY
THE PRESENT SCHEDULES A AND B AND ADOPTING AND APPROVING NEW
SCHEDULES A AND B**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA,
TENNESSEE:

SECTION 1: That Title 18, Chapter 3, Section 18-303 of the Municipal Code of the City of Columbia is hereby amended by replacing in its entirety Schedules A and B and adopting and approving the following Schedules A and B:

SCHEDULE A – URBAN AREA

Rate Schedule (effective date) August 1, 2025

Customer Charge:

Residential	\$16.75
Commercial	\$26.25
Industrial	\$86.15

Multi-Unit Charge:

Residential per unit:	\$ 4.40
Commercial per unit	\$ 6.05

Residential Commodity Charge:

0 - 8,000 Gallons	\$3.60 per 1,000
8,001 - 20,000 Gallons	\$4.10 per 1,000
All over 20,000 Gallons	\$4.35 per 1,000

Commercial Commodity Charge:

0 - 8,000 Gallons	\$3.60 per 1,000
8,001 - 20,000 Gallons	\$4.10 per 1,000
All over 20,000 Gallons	\$4.35 per 1,000

Industrial Commodity Charge:

0 - 8,000 Gallons	\$3.30 per 1,000
8,001 - 20,000 Gallons	\$3.80 per 1,000
All over 20,000 Gallons	\$4.05 per 1,000

Multi-Unit Charge: A Multi-Unit Charge applies for each unit of a multiple unit dwelling or commercial complex purchasing water through a master water meter.

Amortization Charge: An additional charge of five cents (\$.05) per 1,000 gallons of water used is applicable to the above rate to defray the City of Columbia's share of the water supply benefits provided by Tennessee Duck River Development Agency.

Late Charge: A late payment charge often percent (10%) shall be added to each customer's bill for the amount of the bill unpaid after the bill due date specified on the bill.

SCHEDULE B – SUBURBAN AREA

Rate Schedule (effective date) August 1, 2025

Customer Charge:

Residential	\$22.25
Commercial	\$32.00
Industrial	\$86.15

Multi-Unit Charge:

Residential per unit	\$ 4.50
Commercial per unit	\$ 6.25

Residential Commodity Charge:

0 - 8,000 Gallons	\$4.60 per 1,000
8,001 - 20,000 Gallons	\$5.10 per 1,000
All over 20,000 Gallons	\$5.35 per 1,000

Commercial Commodity Charge:

0 - 8,000 Gallons	\$4.60 per 1,000
8,001 - 20,000 Gallons	\$5.10 per 1,000
All over 20,000 Gallons	\$5.35 per 1,000

Industrial Commodity Charge:

0 - 8,000 Gallons	\$4.30 per 1,000
8,001 - 20,000 Gallons	\$4.80 per 1,000
All over 20,000 Gallons	\$5.05 per 1,000

Sales for Resale	\$3.75 per 1,000
------------------	------------------

Multi-Unit Charge: A Multi-Unit Charge applies for each unit of a multiple unit dwelling or commercial complex purchasing water through a master water meter.

Amortization Charge: An additional charge of five cents (\$.05) per 1,000 gallons of water used is applicable to the above rate to defray the City of Columbia's share of the water supply benefits provided by Tennessee Duck River Development Agency.

Late Charge: A late payment charge often percent (10%) shall be added to each customer's bill for the amount of the bill unpaid after the bill due date specified on the bill.

SECTION 2: BE IT FURTHER ORDAINED that said new rates are to become effective for all bills mailed on or after August 1, 2025.

SECTION 3: BE IT FURTHER ORDAINED that all resolutions, ordinances, or parts thereof in conflict with the provisions of this amendment to the extent of such conflict are hereby repealed and this amendment shall take effect August 1, 2025, the public welfare requiring it.

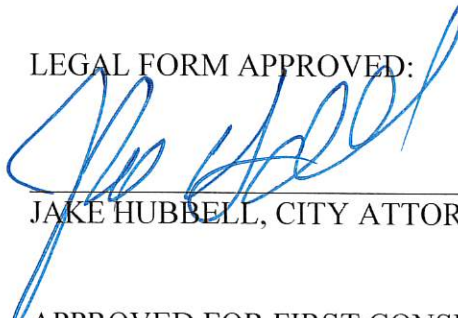
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE _____ DAY OF _____, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration _____

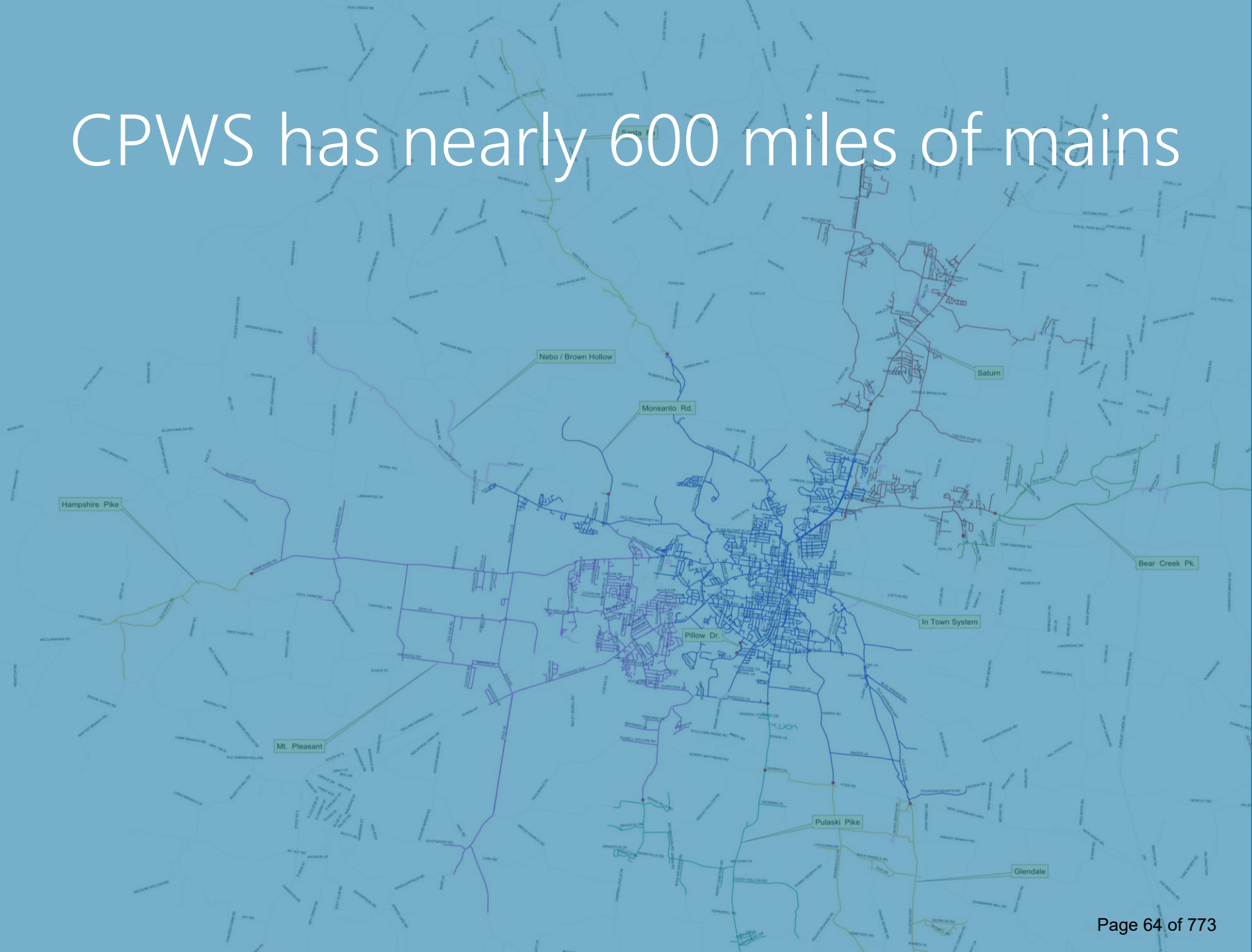
Columbia Power & Water System
Treatment and Distribution System Planning
and Rate Overview
May 1, 2025



Regulatory Considerations

- The CPWS withdrawal permit for using raw water from the Duck River was extended for 5 more years.
- This permit is called an Aquatic Resource Alteration Permit (ARAP) and must be renewed again in 2029.
- This state of TN permit mandates water loss and conservation goals as a basis for having the permit.
- Thus, CPWS will be required to encourage water use conservation and demonstrate a commitment to water use efficiency initiatives.
- Maintaining our treatment and distribution system is key to keeping water loss low.

CPWS has nearly 600 miles of mains



If we replace 2 miles per year...



...we would replace all by 2325!



CPWS Water Main Types

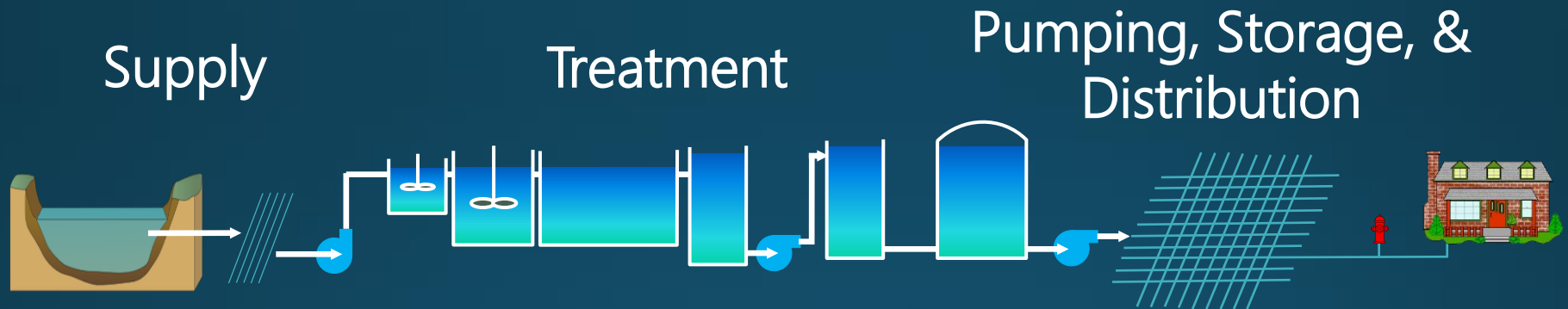
Type	Life Expectancy (yrs)*
PVC	100
Cast Iron	75-100
Ductile Iron	75-100
Galvanized Steel	50-75
Copper	50-75

Note: * maximum life expectancy under optimum conditions

The bottom line is...

...the preventive maintenance, repair, and replacement of physical assets is essential.

Components Evaluated



Then, Cost of Providing Service is Evaluated
Using a Rate Consultant (Jackson Thornton)

5-Year Capital Improvement Plan (CIP) for treatment and distribution needs

- Mix of Urban (City) and Suburban (Rural) projects
- Construction Only Cost Estimate: \$82.22 M
- 5-Year CIP emphasis is upgrading the CPWS Water Treatment Plant (WTP) which has been in operation for nearly 75 years;
- Next, distribution system improvements to the south side, and;
- Improvements to rural CPWS service in the Hampshire area. The Hampshire Pike booster station was constructed in 1970;

5-year CIP Breakdown

- All 5 Wards benefit from WTP Maintenance Repairs;
- Wards 1 & 2 benefit from Cayce Lane Pump Station Main Upgrades to address peak demand capacity;
- Wards 3 & 4 benefit from other improvements on the south side of town to improve fire flow and peak demand capacity;
- Ward 5 benefits from Bear Creek Pike Pump Station upgrades to improve fire flow and peak demand capacity;

How were the projects bid?

- Through a competitive bid process that led to selection of a construction manager at risk (CMAR). We are using Brasfield & Gorrie;
- A CMAR provides a guaranteed cost and ensures timely delivery for critical items;

How Do We Pay For This?

- \$5 per month for all residential customers;
- \$10 per month for all commercial and industrial customers;
- \$0.30 per 1000 gallons on the usage (commodity charge);
- Increasing the sale for resale rate by \$0.72 per 1000 gallons

Questions?

Updated Water Capital Projects Table based on revised Rate Scenario #2 prepared April 4, 2025 as follows:

Residential (Inside/Outside) = \$5 increase to customer charge; \$0.30/1,000 gal increase to usage charge

Commercial (In/Out) = \$10 increase to customer charge; \$0.30/1,000 gal increase to usage charge

Industrial (In/Out) = \$10 increase to customer charge

Wholesale customers = \$0.72/1,000 gal increase to usage charge

Anticipated revenue could support up to \$84,750,500 for Capital Projects (via direct payment and debt service).

Project Priority Listing based on feedback from City.

#	Project Name	Pressure Zone	City Council Ward	Project Drivers	Construction Cost Estimate	Construction (Start - Finish)
1	WTP Maintenance Repairs (TEAL)	Entire System	All	Rehabilitation / Replacement	\$ 29,671,397	08/24 - 06/26
2	16-inch Main to E. James Campbell	Southside / In-Town / Glendale	3 - Cheryl Secrest; 4 - Kenny Marshall	Fire Flow; Peak Demand Capacity	\$ 4,500,000	05/26 - 12/26
3	12-inch Main in S. James Campbell	Southside	4 - Kenny Marshall	Fire Flow	\$ 180,000	08/26 - 10/26
4	12-inch Main in Campbellsville Pike	Southside	4 - Kenny Marshall	Fire Flow	\$ 480,000	09/26 - 12/26
5	Southside Pressure Zone Water Mains	Southside	4 - Kenny Marshall	Fire Flow; Peak Demand Capacity	\$ 10,912,293	10/26 - 06/28
6	Hampshire Pike PS Suction Main	Cayce / Hampshire	Rural County Customers	Peak Demand Capacity	\$ 13,027,965	10/25 - 07/26
7	Hampshire Pike Pump Station	Hampshire	Rural County Customers	Rehabilitation / Replacement; Peak Demand Capacity	\$ 2,344,586	10/25 - 08/26
8	Bear Creek Pike Pump Station	Bear Creek	5 - Brian McKelvy	Fire Flow; Peak Demand Capacity	\$ 3,362,841	10/25 - 08/26
9	Southside Tank	Southside	4 - Kenny Marshall	Fire Flow; Peak Demand Capacity	\$ 4,336,782	10/26 - 05/28
10	Southside Pump Station	Southside	4 - Kenny Marshall	Fire Flow; Peak Demand Capacity	\$ 3,109,153	10/26 - 06/28
11	Cayce PS Suction Main	Cayce / In-Town	1 - Davena Hardison; 2 - Charlie Huffman	Peak Demand Capacity	\$ 4,047,743	05/26 - 02/27
12	Cayce PS Discharge Main	Cayce	1 - Davena Hardison; 2 - Charlie Huffman	Peak Demand Capacity	\$ 6,247,017	12/25 - 04/27

Total = \$ 82,219,777



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4550 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO. 25-39, LOCATED OFF LASEA ROAD BEING TAX MAP 73 PARCEL 17.02, TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 5, GROWING CITY ECONOMY.

RECOMMENDATION: Forward the applicant's request to conduct a Public Hearing for Ordinance No. 4550.

INFORMATION: The applicant is requesting to zone property proposed to be annexed under Resolution No. 25-39 to CD-3 (Neighborhood Character District). The concept plan reflects future development of 31 single family lots. The Planning Commission reviewed this request and recommended denial by a vote of four to three at the May 15, 2025 meeting. The required notice of Public Hearing was advertised May 21, 2025 in The Daily Herald.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance No. 4550 PH Staff Report; Ordinance 4550; Exhibit A; Exhibit B; Concept Plan; DS Staff Report.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY
ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO. 25-39,
LOCATED OFF LASEA ROAD BEING TAX MAP 73 PARCEL 17.02 TO CD-3
(NEIGHBORHOOD CHARACTER DISTRICT).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by zoning property herein described and being annexed by Resolution No. 25-39 to CD-3 (Neighborhood Character District).

Section 2: Said property being annexed by Resolution No. 25-39, is located in the Third Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described in Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map depicting the proposed CD-3 (Neighborhood Character District) zoned area is identified as Exhibit “B” and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of denial, by a vote of four to three, on the 14th day of May, 2025, and after a public hearing held on the 12th day of June, 2025, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The proposed rezoning is in agreement with the Comprehensive plan and any applicable local area plans;

- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon adjoining property owners.

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

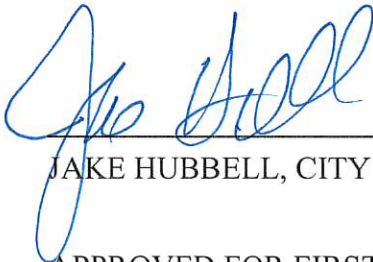
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 10th day of July, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



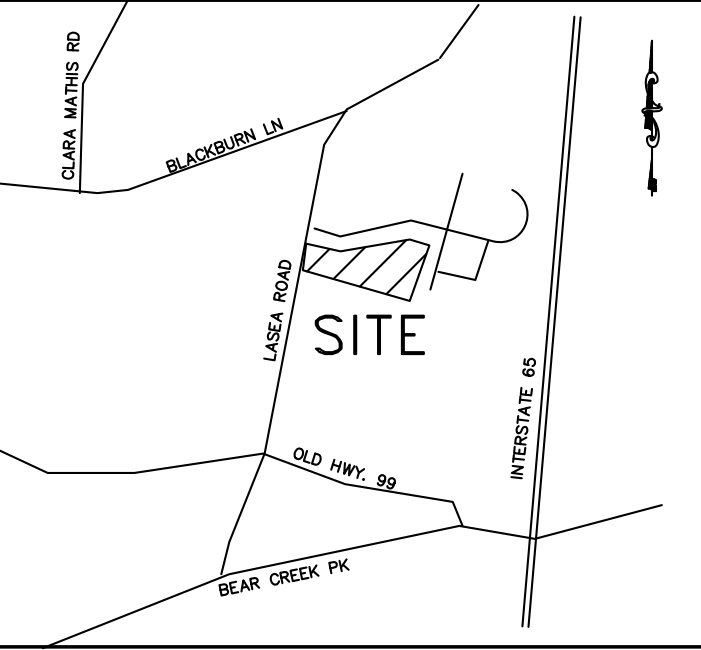
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration: _____

Passed on 2nd consideration: _____



VICINITY MAP
NOT TO SCALE

STANDARD NOTES

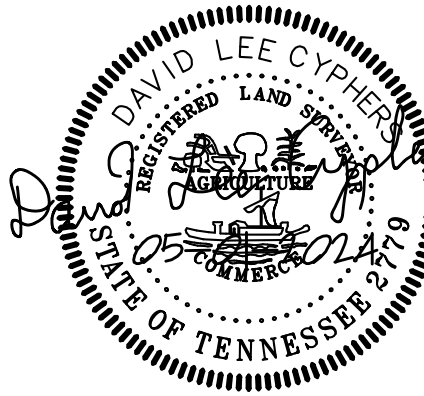
1. THE HORIZONTAL LOCATION DATA SHOWN ON THIS SURVEY WAS GATHERED USING STANDARD RADIAL SURVEYING TECHNIQUES WITH AN ELECTRONIC TOTAL STATION AND DATA COLLECTOR AND GLOBAL POSITIONING SYSTEM (GPS) UNIT AND IS BASED UPON A POSITIONAL SOLUTION DERIVED FROM REAL-TIME KINEMATIC (GPS) OBSERVATIONS PROCESSED BY TENNESSEE DOT NETWORK. BEARINGS ARE EXPRESSED IN THE TENNESSEE STATE PLANE COORDINATE SYSTEM USING U.S. SURVEY FOOT (HORIZONTAL = NAD83-C.O.R.S.; VERTICAL = NAVD88; ZONE TN 4100, GEOID MODEL MID TN 25012A), USING SOKKIA GPS MODEL GRX3 GNSS RECEIVER RTK (L1+L2, HORIZONTAL ACCURACY=5mm+.05ppm AND VERTICAL ACCURACY=10mm+.08ppm.
2. THE WITHIN DESCRIBED TRACT LIES WITHIN AN AREA DESIGNATED AS ZONE "X" (UNSHADED) AS EVIDENCED ON FEMA MAPS NUMBERED 47119C0195E ON THE FLOOD INSURANCE RATE MAPS FOR MAURY COUNTY, TENNESSEE (DATED REVISED 04-16-2007).
3. OWNERSHIP INFORMATION INDICATED HEREON IS AS IDENTIFIED IN COUNTY RECORDS.
4. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
5. IN TENNESSEE IT IS A REQUIREMENT OF THE "UNDERGROUND UTILITY DAMAGE PREVENTION ACT" THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNER(S) NO LESS THAN THREE NOR MORE THAN TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY HAZARD OR CONFLICT. THE TENNESSEE ONE CALL TELEPHONE NUMBER IS 1-800-351-1111. UTILITIES WERE NOT CHECKED DURING THE COURSE OF THIS SURVEY.
6. THE WITHIN PLAT AND SURVEY WERE PREPARED WITHOUT BENEFIT OF CURRENT EVIDENCE OF SOURCE OF TITLE FOR THE SUBJECT TRACT OR ADJOINERS AND ARE THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.
7. THE SURVEYOR'S LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO THOSE PARTIES IDENTIFIED IN THE CERTIFICATION AND DOES NOT EXTEND TO ANY UNNAMED PARTY.
8. THE SUBJECT TRACT IS SHOWN ON MAURY COUNTY TAX MAP 73, AS PARCEL 17.02.
9. ALL IRON RODS (SET) ARE CAPPED AND STAMPED "H.H. SURVEY".

STANDARD
LEGEND

- ⊙ IPF (IRON PIN FOUND)
- ⊙ IPS (IRON PIN SET) H AND H SURVEY
- CONCRETE MONUMENT
- OHP — OVERHEAD UTILITY LINES
- WATER LINES

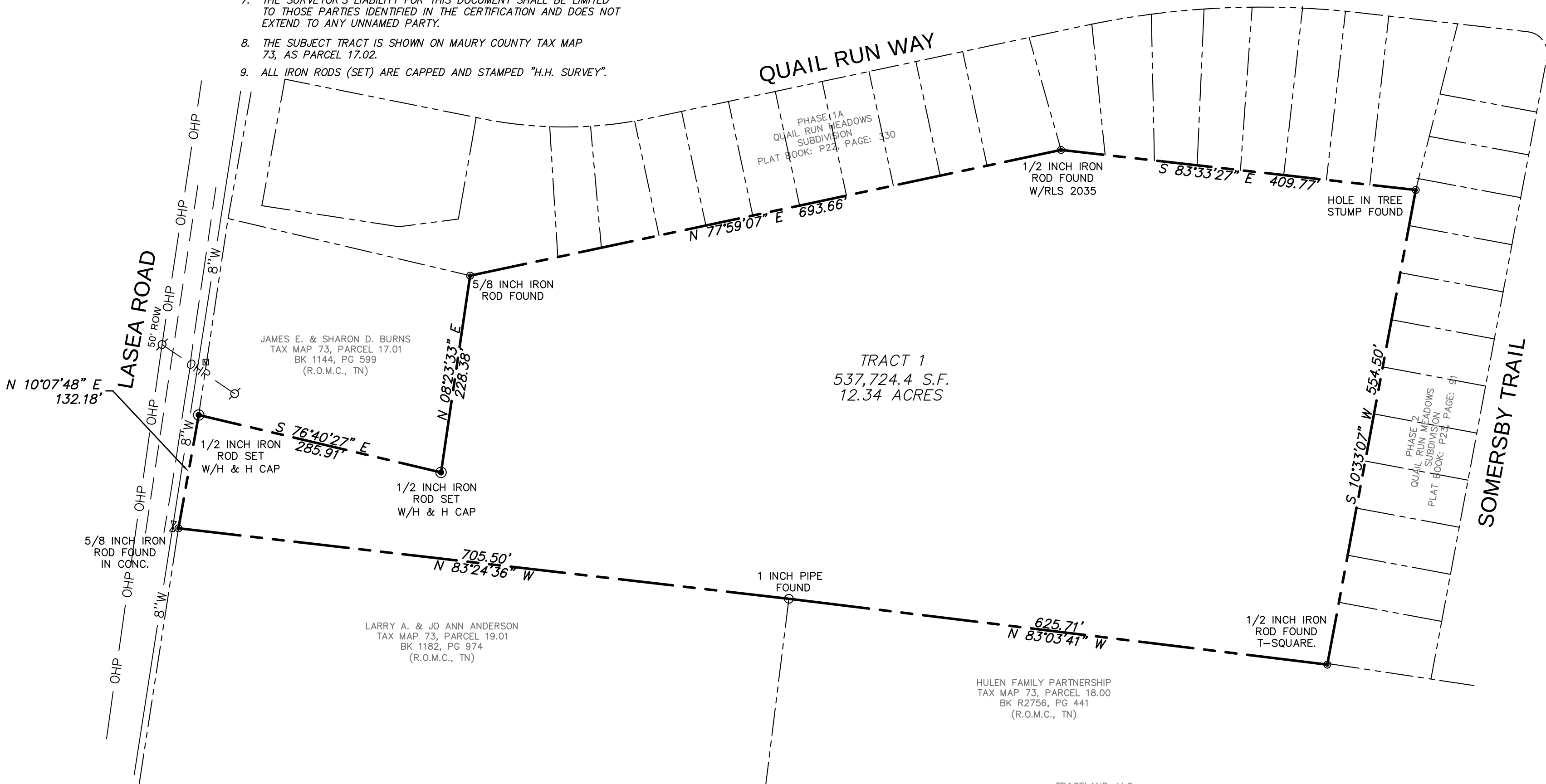


IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
TENNESSEE ONE CALL
IT'S THE LAW



I HEREBY CERTIFY THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF TENNESSEE, THE WITHIN SURVEY REPRESENTS A CATEGORY I SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH T.C.A. SECTION 0820-3 AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY EXCEEDS 1:10,000. THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 01/29/2024.

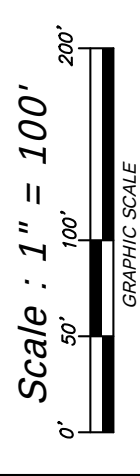
DAVID LEE CYPHERS
RLS NUMBER 2779
DATE: MAY, 01, 2024



BOUNDARY SURVEY

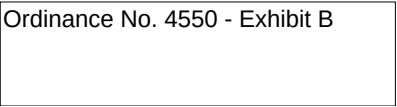
THE MIKE SPARKS PROPERTY
0 LASEA ROAD
SPRING HILL, MAURY COUNTY, TENNESSEE
TAX MAP 73, PARCEL 17.02
RECORD BOOK R2379, PAGE 457-(R.O.M.C., TN)

DRAWN BY: TSH CHECKED BY: DLC



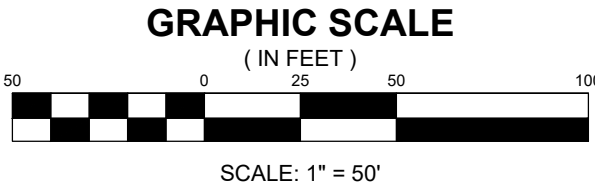
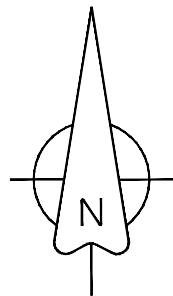
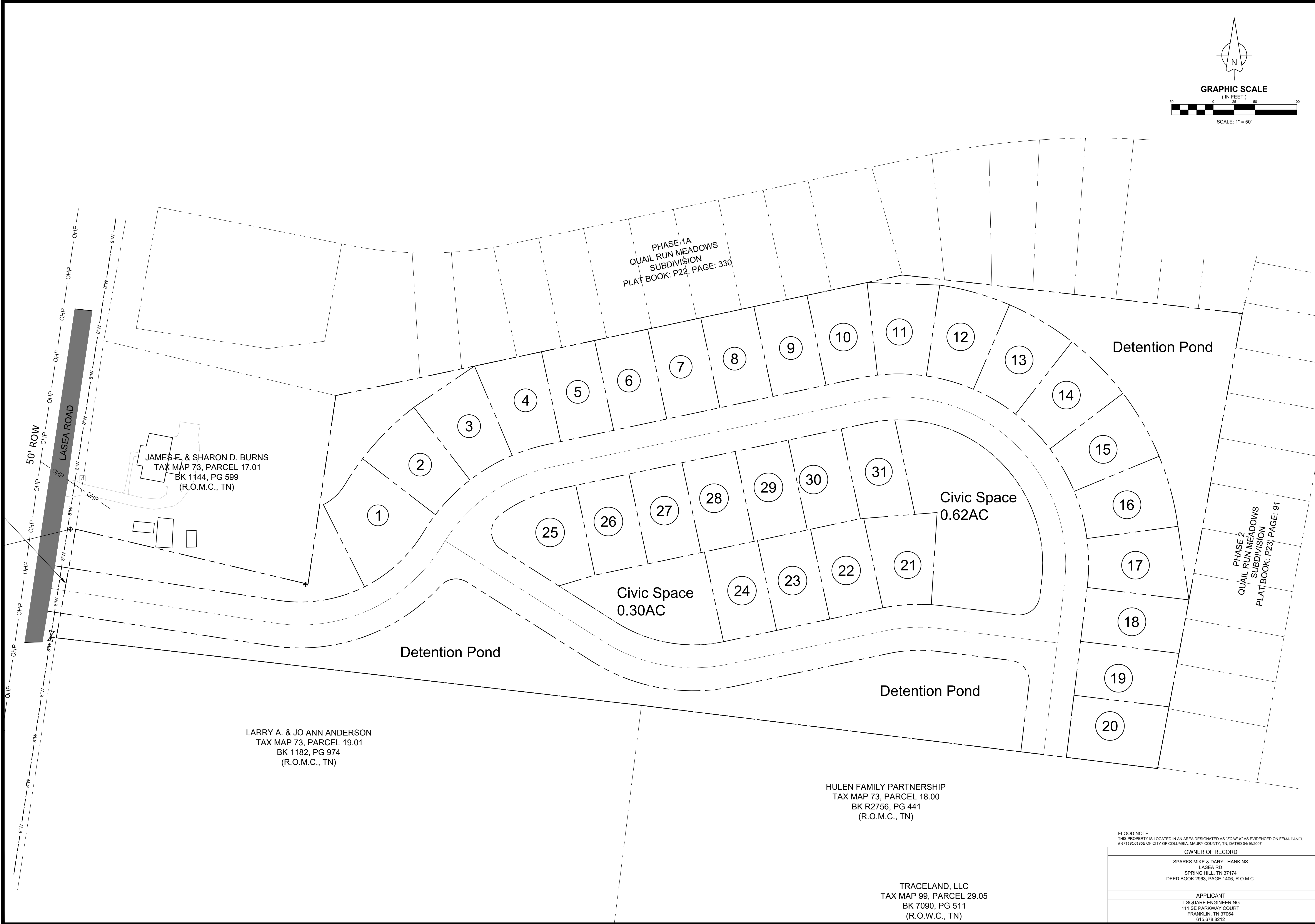
DATE: MAY, 01, 2024	REVISIONS	BY	CHANGE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			
70			
71			
72			
73			
74			
75			
76			
77			
78			
79			
80			
81			
82			
83			
84			
85			
86			
87			
88			
89			
90			
91			
92			
93			
94			
95			
96			
97			
98			
99			
100			

JOB NO. 2023-0498
SHEET 1 OF 1



CITY OF COLUMBIA





REVISIONS

DATE

NO.

DATE: 09/06/2024

SCALE: AS SHOWN

DRAWN BY: T-SQUARE

REVIEWER: LTS

CONCEPT PLAN

MAP 073, PARCEL 017.02
COLUMBIA, TENNESSEE

1616 LASEA ROAD

LARRY A. & JO ANN ANDERSON
TAX MAP 73, PARCEL 19.01
BK 1182, PG 974
(R.O.M.C., TN)

PHASE 1A
QUAIL RUN MEADOWS
SUBDIVISION
PLAT BOOK: P22, PAGE: 330

PHASE 2
QUAIL RUN MEADOWS
SUBDIVISION
PLAT BOOK: P23, PAGE: 91

Civic Space
0.62AC

Civic Space
0.30AC

Detention Pond

Detention Pond

HULEN FAMILY PARTNERSHIP
TAX MAP 73, PARCEL 18.00
BK R2756, PG 441
(R.O.M.C., TN)

TRACELAND, LLC
TAX MAP 99, PARCEL 29.05
BK 7090, PG 511
(R.O.W.C., TN)

FLOOD NOTE
THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS "ZONE X" AS EVIDENCED ON FEMA PANEL
4711PC0195E OF CITY OF COLUMBIA, MAURY COUNTY, TN, DATED 04/16/2007.

OWNER OF RECORD
SPARKS MIKE & DARYL HANKINS
LASEA RD
SPRING HILL, TN 37174
DEED BOOK 2963, PAGE 1406, R.O.M.C.

APPLICANT
T-SQUARE ENGINEERING
111 SE PARKWAY COURT
FRANKLIN, TN 37064
615.678.8212

PROJECT

24-0813

SHEET

C-0.0



T-SQUARE ENGINEERING

1616 Lasea Road Annexation & Rezoning

Project #:	25-0091	Location:	Tax Map 73 Parcel 017.02
Applicant:	Louis Sloyan	Case Type(s):	Annexation & Rezoning
Staff Planner:	Charles Rush	Proposed Use:	Residential

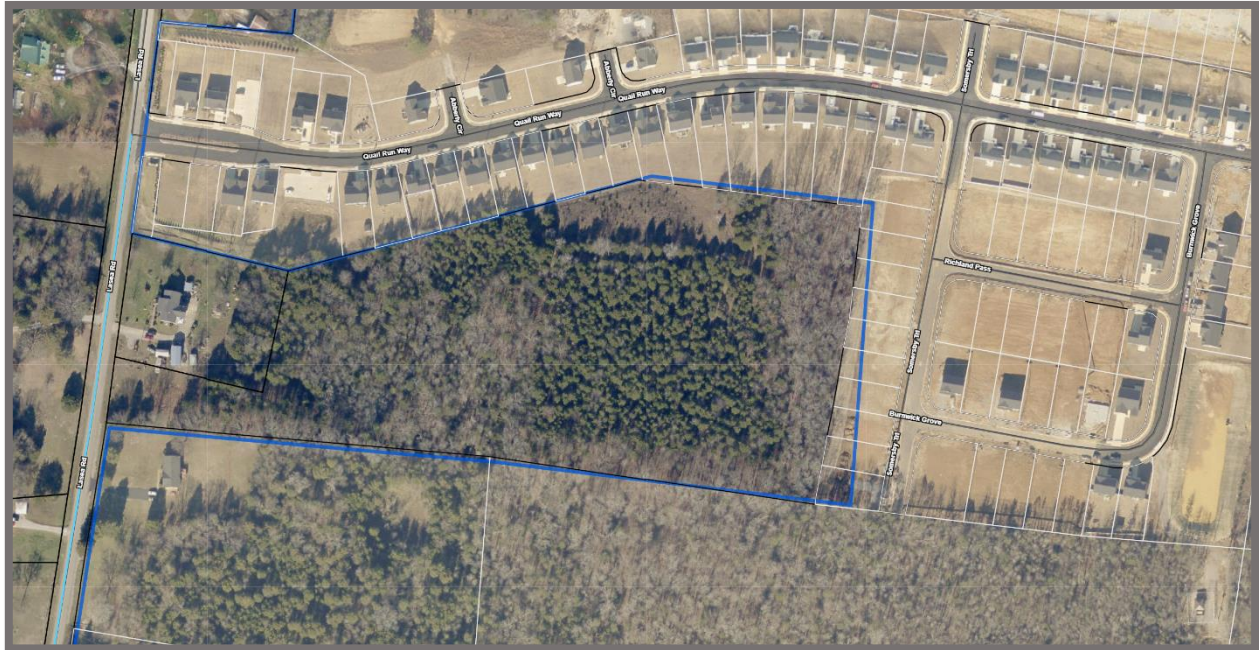
PROJECT SUMMARY

The applicant requests annexation with a plan of services for 12.4 acres located on Lasea Road (just north of the I-65 Bear Creek Pike exit). With this annexation request, a zoning of CD-3 has been requested.

- The subject site is located on the north-west side of the Bear Creek Pike/I-65 exit.
- The subject property is adjacent to the city limits both north and south. Immediately adjacent to the Quail Run Meadows Subdivision.
- The Development Review Committee (DRC) evaluated this application at its April 2025 meeting with comments associated with the request.
- A conditional water availability letter has been issued from CPWS, noting its validity of 120 days from issuance. Fire Flow requirements within the City of Columbia are 1,000 gallons per minute (gpm) without sprinkler credit and 500 gallons per minute (gpm) from structures with sprinklers. The letter highlights that unless improvements are made along Blackburn Road at Clara Mathis Road, CPWS is only able to support a minimum fire flow of 500 gpm. CPWS goes on to state that they anticipate completion of water system improvements within the next 2 to 4 years.
- A concept plan, which was submitted, indicates 31 total lots. This concept plan is non-binding.
- The proposed development is consistent with the future land use map (located in Connect Columbia) and is labeled as being Suburban Neighborhoods (SN). SN indicates which Character Districts align with this development pattern. CD-3 is permitted within the SN designation.
- The concept plan submitted demonstrates that it is possible to develop the site in conformity with the standards of the requested character districts.
- The Planning Commission is a **recommending body** for the annexation, in which Section 8.5.20.F of the Zoning Ordinance lists the criteria for Planning Commission action.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
County	Vacant	Residential	+/- 12.4 acres



FUTURE LAND USE MAP



ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES

	Future Land Use	Zoning	Current Use
Subject Property	Suburban Neighborhood	County	Vacant
North	Suburban Neighborhood	CD-3	Single-Family Residential
South	City Center & Urban Village	CD-2	Single-Family Residential
East	City Center & Urban Village	Civic	Vacant
West	Rural Transitions	County	Single Family Residential/Vacant

CONSISTENCY WITH CONNECT COLUMBIA

Suburban Neighborhoods: The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. Where appropriate, the SN future land use area also establishes mixed-use and commercial centers which serve residents' retail needs and provide a wider range of housing options. Each development parcel should add to Columbia's existing sense of place and extend the established form and pattern to create a more interconnected community. Future development should emphasize connectivity and continuity of the city as a whole. The density and intensity of residential development increases in proximity to areas under the CUV future land use classification. In the same way, density and intensity decrease in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks, and schools

Suburban Neighborhoods

Character & Intent
 The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. Where appropriate, the SN future land use area also establishes mixed-use and commercial centers which serve residents' retail needs and provide a wider range of housing options. Each development parcel should add to Columbia's existing sense of place and extend the established form and pattern to create a more interconnected community. Future development should emphasize connectivity and continuity of the city as a whole. The density and intensity of residential development increases in proximity to areas under the CUV future land use classification. In the same way, density and intensity decrease in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks, and schools.

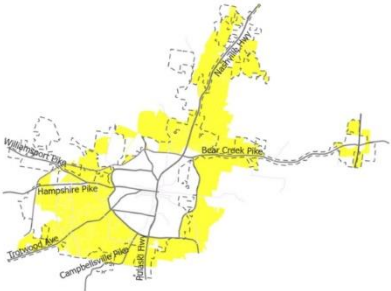
Land Use Considerations
 The primary land use is low-density detached housing. Along arterial roadways, primary uses may include offices, retail, and all forms of medium-density housing. Secondary land uses include accessory dwellings, two-family homes, civic uses, institutional uses, schools, religious facilities, utility facilities, parks and open space. New industrial and warehouse uses are inappropriate.



Form & Pattern
 The SN future land use area is characterized by the organization of the built environment to extend a succession of large-lot neighborhoods and compact walkable neighborhoods. Development parcels extend established neighborhood patterns. Leap-frogging development is inappropriate. The SN future land use is distinguished from RT in the organization of lots and thoroughfares to form blocks. Physically separated developments which do not extend established block formation and roadway networks are inappropriate. The density of streets and blocks increases with proximity to CUV and community anchors. Implementing bulk and design standards loosely delimit the public and domestic realms though the application of layers and front-to-back discipline of lots. Along arterial roadways, commercial corridors of varying intensities emerge over time with a high-quality built environment typified by a mix of building types and a balance between automobile-oriented and pedestrian-oriented design. The physical intensity of development along arterial corridors varies based on the surrounding residential density and the roadway's place in the transportation network. New development should accompany concurrent extension of complete urban services. Parking is provided on-site by private land users, supplemented by on-street spaces.

Implementing Districts
 Neighborhood-Large Lot CD-3L
 Neighborhood CD-3
 General Urban-Corridor CD-4C (only along Arterial roadways)
 Manufactured Home Park SD-MHP
 Residential PUD PUD-R
 Mixed Use PUD PUD-MU
 Civic CV

Implementing Standards
 General Development Pattern: Mixed Uses & Isolated Uses
 Density (density unites per acre): 4 - 24 du/ac
 Building Height: 1 - 4 stories
 Open Space Elements: Civic Spaces, Parks & Greenways




Land Use: A Guide for Orderly & Beneficial Growth | 36

CONFORMITY WITH ZONING ORDINANCE

As required by **§ 8.5.19.F.3** of the Zoning Ordinance, the applicant has provided a concept plan. The purpose of the concept plan is to demonstrate that it may be possible to develop the site in conformity with the standards of the requested character districts. The concept plan indicates that the property can be developed within the Character Neighborhood District (CD-3).

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its meeting in April 2025. A full list of comments and the applicant's responses is provided in the agenda packet. Some key comments are noted below.

- **Engineering:** Provide ROW/roadway connection to south and north properties (17.01 & 19.01).
- **Planning:** No Comments.
- **Fire Marshal:** No comments.
- **Columbia Water:** A water availability letter was issued on March 13, 2025, it remains valid for 120 days. The availability of capacity to serve is based on a determination by the Fire Marshal of fire flow requirements and the information submitted on the Water Service Availability Request application. Any off-site improvements detailed in the availability letter are the responsibility of the developer/owner. All public water system improvements are subject to the preparation and approval of detailed construction plans prepared in accordance with CPWS and Tennessee Department of Environment and Conservation requirements.
- **Wastewater:** No comments

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its April 2025 meeting, as directed by **Section 8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section 8.5.19 of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section 8.5.19.H.4 of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:



- a. *The Rezoning¹ is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. *It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [, are not contravened];*
- c. *It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. *It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. *It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. *It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.*

SAMPE MOTIONS

Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H.4** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the request to annex with plan of services as presented, subject to technical comments and other conditions presented by planning staff.

Deny:

Move to recommend denial of the requested annexation with a plan of services and zoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H.4** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

Defer:

¹ **Rezoning:** A change in the district boundaries or district classifications of the Zoning map pursuant to Section 8.5.19. **For the purposes of the Ordinance, rezoning also includes the initial zoning of a property that occurs with annexation.**

Move to find that there is insufficient information to make a decision, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [applicant/staff] provide: [list additional information] for review at a future meeting.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jill Carlson, Sr. Administrative Assistant, jcarlson@columbiatn.gov 931-560-1451

AGENDA ITEM TITLE: RESOLUTION NO. 25-42 - RESOLUTION TO ACCEPT A DONATION FROM THE NOON ROTARY CLUB VALUED IN THE AMOUNT OF FIVE THOUSAND (\$5000.00) TO ASSIST WITH COST ON THE INSTALLATION OF NEW BENCHES AT THE ROTARY SHELTER IN WOODLAND PARK ALLOWING FOR ADA COMPLIANCE AT THE SHELTER.

RECOMMENDATION: Approve Resolution No. 25-42

INFORMATION: The City of Columbia is requesting to receive a donation from the Noon Rotary Club in the amount of five thousand (\$5000.00) dollars to assist with the costs of the installation of new ADA complaint benches at the Rotary shelter in Woodland Park.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report, Donation correspondence, Resolution No. 25-42.

**A RESOLUTION TO ACCEPT A DONATION FROM THE NOON ROTARY CLUB IN
THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000) TO ASSIST IN THE COSTS
OF INSTALLATION OF BENCHES AT THE ROTARY SHELTER IN WOODLAND
PARK**

WHEREAS, the Noon Rotary Club would like to donate Five Thousand Dollars (\$5,000) to assist in the costs of installation of benches at the Rotary Shelter in Woodland Park; and

WHEREAS, no matching funds are required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such City does hereby accept the donation of Five Thousand Dollars (\$5,000) for benches at the Rotary Shelter in Woodland Park.

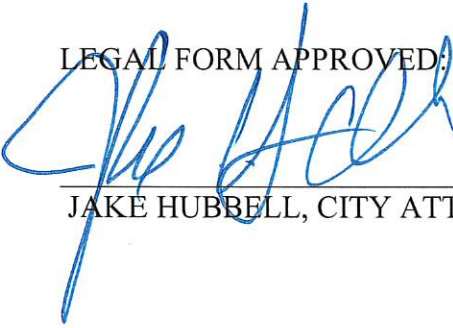
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of June 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

Dear Mack ,

this email is a confirmation from our Noon Rotary Club that we have agreed to donate \$5000 to help with the installation of new benches at the Woodland Park Shelter .

We are looking forward to their delivery so we can finally have ADA compliance - long time coming .

As incoming president and on behalf of our club we appreciate your help and all you and your department have done to maintain the shelter .

We look forward to seeing you on May 29th at the shelter to celebrate 45 years of Rotary in action .

best regards , *C R Massey*

President Elect @ Noon Rotary 2025 , District 6760

Noon Rotary Club @ Columbia , Board Member 2022-25

Pancake Chair 2022,23,24

Citizens Fire Academy 2022,23

past CCHS Booster & CIMC Chair

past UK Parent Advisory Council 2010-16

Honorable KY Colonel 2005

YOUR WORDS START TO LOSE VALUE,WHEN YOUR ACTIONS DON'T MATCH

May 8, 2025 - 5:30 PM

PUBLIC HEARINGS

Item 1. - PUBLIC HEARING ON ORDINANCE NO. 4547 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE HONEY FARM PUD MASTER PLAN FOR A 7.49 ACRE PORTION OF LOT 6 IN HONEY FARM CROSSING AT TAX MAP 51 PARCEL 58.00, LOCATED OFF NASHVILLE HIGHWAY AND HONEY FARM WAY

Mayor Chaz Molder called the Public Hearing to order, pursuant to proper notice having been given. Present were Council Member DaVena Hardison, Council Member Charlie Huffman, Council Member Cheryl Secrest, Council Member Kenny Marshall, Council Member Brian McKelvy, Vice Mayor Randy McBroom, Mayor Chaz Molder City Manager Tony Massey, City Attorney Jake Hubbell, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

There being no one present to speak on the Public Hearing for Ordinance No. 4547, Council Member McKelvy moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

CALL TO ORDER/ROLL CALL

Mayor Chaz Molder called the meeting to order, pursuant to proper public notice having been given. Present were Council Member DaVena Hardison, Council Member Charlie Huffman, Council Member Cheryl Secrest, Council Member Kenny Marshall, Council Member Brian McKelvy, Vice Mayor Randy McBroom, Mayor Chaz Molder City Manager Tony Massey, City Attorney Jake Hubbell, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

INVOCATION BY RANDY OWENS OF WEST 7TH STREET CHURCH OF CHRIST

PLEDGE OF ALLEGIANCE

The City of Columbia Police Department Honor Guard led the Pledge of Allegiance.

APPROVAL OF AGENDA

Council Member Marshall moved to approve the agenda. Council Member McKelvy requested Item 9.4 - Resolution No. 25-36 be moved to 9.1. Council Member Marshall amended his motion to include moving 9.4 to 9.1. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

PRESENTATIONS

May 8, 2025 - 5:30 PM

Item 5.3. - **PRESENTATION OF A PROCLAMATION FOR NATIONAL POLICE WEEK.**
Mayor Molder moved the Police Week Proclamation to the beginning of presentations. Mayor Molder invited the public to the Police Memorial Ceremony. Mayor read the Police Week Proclamation. Captain Dark gave some history on when Police Week first started.

Item 5.1. - **RECOGNITION OF MAYOR'S YOUTH COUNCIL.**

Mayor Molder spoke of how well the members of the Youth Council have represented themselves and the council. Mayor Molder advised Kaliente Glenn has added a spark to the Youth Council and Hanna Miller has provided a lot of support to the group. Mayor Molder thanked City Manager Massey and Kellye Murphy for allowing this program. Mayor Molder presented certificates to the members present. Tre Martin recognized Dr. Ryan Jackson for his support and said it has been a great year.

Item 5.2. - **PRESENTATION OF A PROCLAMATION IN RECOGNITION OF NATIONAL PUBLIC WORKS WEEK.**

Mayor Molder spoke of the many things Public Works handles for the citizens of Columbia. Mayor Molder shared his appreciation of the Public Works Department. Public Works employees Josh Moore and Donna Osmon were present to represent Public Works. Mrs. Osmon spoke about the additional items that they handle including disasters.

Item 5.4. - **QUARTERLY PRESENTATION BY WIL EVANS, PRESIDENT OF MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE.**

Mr. Evans gave a brief update on happenings around our area. Mr. Evans thanked Public Works for helping with the Rail Site relocation. Mayor Molder asked about numbers at Ultium. Mr. Evans said they superseded the projected number they provided. Mayor asked about the KPI report. Mr. Evans spoke about getting a breakdown of the report.

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE THE MINUTES OF THE APRIL 10, 2025 CITY COUNCIL MEETING**

Council Member Marshall moved to approve the April 10, 2025 City Council Meeting Minutes. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 6.2. - **RATIFY THE APPROVAL OF RETIREMENT BENEFITS FOR DAVID BURNS, EQUIPMENT MECHANIC, STREETS DEPARTMENT**

Council Member McKelvy moved to ratify the approval of retirement benefits for David Burns. Council Member Marshall seconded the motion.

All Council Members present voted aye.

May 8, 2025 - 5:30 PM

Item 6.3. - APPROVE THE RETIREMENT BENEFITS FOR WILLIAM FARRIS, PLANT OPERATOR, WASTEWATER

Mayor Molder advised the Trustees voted to defer this item until June.

Mayor Molder moved to defer the retirement benefits for William Farris. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

Item 6.4. - APPROVE THE MAYOR'S APPOINTMENT OF CITY OF COLUMBIA COUNCIL MEMBER CHARLIE HUFFMAN TO THE MAURY ALLIANCE BOARD OF DIRECTORS FOR A TERM EXPIRING ON DECEMBER 31, 2028.

Mayor Molder moved to approve the appointment of Council Member Huffman to the Maury Alliance Board of Directors for a term expiring on December 31, 2028. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye with the exception of Council Member Huffman who abstained.

CONSENT AGENDA

Council Member McKelvy moved to approve the Consent Agenda. Council Member Marshall seconded the motion.

All Council Members present voted aye and the following items were approved:

Item 7.1. - APPROVE DISBURSEMENTS FOR THE MONTH OF MARCH 2025 IN THE AMOUNT OF \$7,676,819.62

Item 7.2. - APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE ADDENDUM NO. 2 FOR ADDITIONAL PROFESSIONAL SERVICES WITH BARGE DESIGN SOLUTIONS FOR IRON BRIDGE ROAD OVER LYTLE CREEK BRIDGE REPLACEMENT IN THE AMOUNT OF \$5,200 - WARD 3

Item 7.3. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT AMENDMENT NO. 4 BETWEEN THE CITY OF COLUMBIA AND LOSE DESIGN TO THE AMOUNT OF \$79,000.

Item 7.4. - APPROVE CHANGE ORDERS NO. 7, NO. 8 AND NO. 9 WITH BRINDLEY CONSTRUCTION, LLC FOR THE CITY OF COLUMBIA FIRE STATION PROJECT, WHICH OVERALL REDUCES THE CONTRACT AMOUNT BY A TOTAL OF \$3,159

Item 7.5. - APPROVE BID AWARD IN THE AMOUNT OF \$171,890.23 TO DELL TECHNOLOGIES FOR MICROSOFT OFFICE 365 SOFTWARE AND SERVICES UTILIZING STATE CONTRACTS

May 8, 2025 - 5:30 PM

Item 7.6. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN CONTRACT CHANGE ORDER NO. 1 BETWEEN THE CITY OF COLUMBIA AND CUMBERLAND VALLEY CONSTRUCTORS, INC. AS IT PERTAINS TO THE RETAINAGE AMOUNT ON THE CONTRACT FOR THE CONSTRUCTION OF THE DUCK RIVER SEWAGE PUMP STATION REPLACEMENT; TENNESSEE STATE LAW LIMITS THE AMOUNT OF RETAINAGE TO 5%

Item 7.7. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF COLUMBIA AND NETPLANNER SYSTEMS, INC FOR VIDEO SURVEILLANCE EQUIPMENT WHICH INCLUDES PROVISION AND INSTALLATION OF 16 HANWHA CAMERAS IN THE AMOUNT OF \$27,066, TO BE UTILIZED AT FIRE STATION NO. 1 LOCATED AT 1000 SOUTH GARDEN STREET

ADMINISTRATION

RESOLUTIONS

Item 9.4. - RESOLUTION NO. 25-36 - A RESOLUTION OF THE CITY COUNCIL OF COLUMBIA, TENNESSEE SUPPORTING EFFORTS THAT WILL RESULT IN ENSURING AN ADEQUATE LONG TERM WATER SUPPLY FOR THE REGION INCLUDING THE RECONSTRUCTION OF THE COLUMBIA DAM

Item moved before 9.1

County Commissioner Pam Huffman spoke on behalf of County Commissioner Bridenbaugh. Commissioner Huffman thanked the City for supporting the dam project and said it will be a good move for the city and county.

Council Member Marshall moved to approve Resolution No. 25-36. Council Member McKelvy seconded the motion. Mayor Molder advised the County approved a Resolution at their April meeting supporting the Columbia Dam Project and the City's Resolution is worded showing our support for the project.

All Council Members present voted aye.

Item 9.1. - RESOLUTION NO. 25-32 - TAX CORRECTIONS

Council Member Marshall moved to approve Resolution No. 25-32. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 9.2. - RESOLUTION NO. 25-33 - A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S APPLICATION FOR THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION WASTE REDUCTION RECYCLING EQUIPMENT GRANT FOR \$297,639.72 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

May 8, 2025 - 5:30 PM

Council Member McKelvy moved to approve Resolution No. 25-33. Council Member Marshall seconded the motion. City Manager Massey went over some of details that pertain to this grant. Mayor Molder thanked everyone that participated in the clean-ups for National Litter Month.

All Council Members present voted aye.

Item 9.3. - RESOLUTION NO. 25-34 - A RESOLUTION AMENDING SECTION 200 - EMPLOYMENT OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL OF THE CITY OF COLUMBIA BY ADDING 216 - LIMITED ENGLISH PROFICIENCY PROCEDURES (LEP)

Council Member Marshall moved to approve Resolution No. 25-34. Council Member Huffman seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 10.1. - 1ST CONSIDERATION OF ORDINANCE NO. 4542 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE NO. 4503, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, CAPITAL PROJECTS AND WASTEWATER AND ESTABLISH THE DATE OF JUNE 12, 2025 AS THE DATE OF PUBLIC HEARING

Council Member McKelvy moved to approve Ordinance No. 4542 on first consideration and establish the date of June 12, 2025 as the date of Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.2. - 1ST CONSIDERATION OF ORDINANCE NO. 4543 – AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2025 ON ALL TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00 AND ESTABLISH THE DATE OF JUNE 12, 2025 AS THE DATE OF PUBLIC HEARING

Council Member McKelvy moved to approve Ordinance No. 4543 on first consideration and establish the date of June 12, 2025 as the date of Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.3. - 1ST CONSIDERATION OF ORDINANCE NO. 4544 – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026 AND ESTABLISH JUNE 12, 2025 AS THE DAY OF PUBLIC HEARING – SPG, FINANCIALLY RESPONSIBLE CITY PROVIDING EXCELLENT SERVICES

County Commissioner Gabe Howard spoke of the City and County needing to work together in regards to funding the Animal Shelter.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

May 8, 2025 - 5:30 PM

County Commissioner Kathey Grodi said the County and City showed they wanted to work together with Rose Hill Cemetery. Commissioner Grodi asked about a joint session to work together on the Animal Shelter. She also spoke of a capital projects donation or partnership for a new animal shelter.

Animal Shelter Director Kim Raffauf advised the shelter is busting at the seams with people being evicted, moving to the area or just change of circumstances. Director Raffauf asked the City to work with the County.

City Manager if passed tonight, at the June meeting can amend to address Animal shelter and Maury Alliance. Mayor can amend on first consideration. 100,000 to 140,000 for Maury Alliance. Animal Shelter...220,000

Mayor Molder moved to approve Ordinance No. 4544 on first consideration with two amendments and establish the date of June 12, 2025 as the date of the Public Hearing. The first amendment is to increase funding to Maury Alliance from \$100,000 to \$140,000 and the second amendment is to provide an additional 10 percent increase for funding of the Animal Shelter. Council Member McKelvy seconded the motion.

Mayor Molder advised when people go out on social media and says things about the City, it makes it tough because to be a team you can't go on Facebook and criticize the City and then come here and say we need to work together as a team. Mayor Molder advised the City is paying more than their fair share. Mayor Molder said "Team Maury" requires action on all their parts.

All Council Members present voted aye.

Item 10.4. - 1ST CONSIDERATION OF ORDINANCE NO. 4545 - AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2025-2026 FISCAL YEAR

Mayor Molder moved to approve Ordinance No. 4545 on first consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 10.5. - 1ST CONSIDERATION OF ORDINANCE NO. 4546 - AN ORDINANCE AMENDING TITLE 18, CHAPTER 3, SECTION 18-303, OF THE MUNICIPAL CODE OF THE CITY OF COLUMBIA BY REPLACING IN ITS ENTIRETY THE PRESENT SCHEDULES A AND B AND ADOPTING AND APPROVING NEW SCHEDULES A AND B AND ESTABLISH THE DATE OF JUNE 12, 2025 AS THE DATE OF PUBLIC HEARING.

Council Member McKelvy moved to approve Ordinance No. 4546 on first consideration and establish the date of June 12, 2025 as the date of Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

May 8, 2025 - 5:30 PM

Item 10.6. - 1ST CONSIDERATION ON ORDINANCE NO. 4547 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE HONEY FARM PUD MASTER PLAN FOR A 7.49 ACRE PORTION OF LOT 6 IN HONEY FARM CROSSING AT TAX MAP 51 PARCEL 58.00, LOCATED OFF NASHVILLE HIGHWAY AND HONEY FARM WAY - WARD 5, GROWING CITY ECONOMY

Council Member McKelvy moved to approve Ordinance No. 4547 on first consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.7. - 1ST CONSIDERATION OF ORDINANCE NO. 4548 - AN ORDINANCE TO APPROVE AN ACCESS EASEMENT AGREEMENT FOR PROPERTY OWNED BY THE CITY OF COLUMBIA AND SHOWN ON TAX MAP 112 PARCELS 009.01 AND 002.08 AND KNOWN AS RIDLEY PARK ROAD PROVIDING FOR VEHICULAR AND PEDESTRIAN ACCESS FROM TROTWOOD AVENUE (STATE ROUTE 243) ON, OVER AND ACROSS RIDLEY PARK ROAD TO PROPERTY OWNED BY MERITAGE HOMES OF TENNESSEE, INC.

City Attorney Hubbell advised this is an easement that goes over the road that goes into Ridley Park. City Attorney Hubbell said the former City Manager laid out the agreement he made with the property owners, with the indication it would be a public street. City Attorney Hubbell advised the City is legally obligated to make good on the agreement from 2008.

After further discussion, Mayor Molder moved to approve Ordinance No. 4548 on first consideration. Vice Mayor McBroom seconded the motion. All members present voted aye with the exception of Council Member Secrest who voted no. The motion passed with a vote of 6-1.

OTHER BUSINESS

Council Member Huffman thanked the County Commission members for coming to the City's Council meeting.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business Council Member Huffman moved to adjourn the meeting. Council Member Marshall seconded the motion. All members present voted aye. The meeting adjourned at 06:55 PM.

UPCOMING EVENTS

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

May 8, 2025 - 5:30 PM

Item 14.1. - POLICE MEMORIAL SERVICE - 2712 TROTWOOD AVE (PLEASANT HEIGHTS BAPTIST CHURCH) - TUESDAY, MAY 13, 2025 - 7 P.M.

Item 14.2. - FARMERS MARKET - FARMERS MARKET PAVILION, RIVERWALK PARK - SATURDAY, MAY 17, 2025 - 10 A.M.

Item 14.3. - HISTORIC MARKER UNVEILING - MEMORIAL BLDG - THURSDAY, MAY 22, 2025 - 3:30 P.M.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Tara Smith, Benefits Administrator, tsmith@columbiatn.gov, (931) 560-1572

AGENDA ITEM TITLE: RATIFY APPROVAL OF RETIREMENT BENEFITS FOR WILLIAM FARRIS, PLANT OPERATOR, WASTEWATER

RECOMMENDATION: Approve.

INFORMATION: William Farris has been an employee of the City of Columbia for 13 years. His effective retirement date was May 2, 2025 with pension payments that began on June 1, 2025.

CERTIFICATION:

ATTACHMENTS: Staff Report.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Tara Ferry, Benefits Administrator, tferry@columbiatn.gov, (931) 560-1572

AGENDA ITEM TITLE: APPROVE THE RETIREMENT BENEFITS FOR TOMMY HENLEY, BATTALION CHIEF, COLUMBIA FIRE & RESCUE

RECOMMENDATION: Approve.

INFORMATION: Tommy Henley has been an employee of the City of Columbia for 24 years. His effective retirement date is June 29, 2025 with pension payments to begin on July 1, 2025.

CERTIFICATION:

ATTACHMENTS: None

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING APRIL 30, 2025

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	3,401,036.43	1,070,261.42	1,687,246.36	643,528.65
Sanitation Fund	417,073.48	66,114.55	97,661.13	253,297.80
Wastewater Fund	5,504,454.62	133,508.10	200,545.36	5,170,401.16
Street & Transportation Fund	-	-	-	-
State Street Aid	28,119.08	-	-	28,119.08
Drug Fund	4,979.88	-	-	4,979.88
Debt Service Fund	559,375.00	-	-	559,375.00
Capital Projects Fund	809,230.09	110,553.44		698,676.65
Sewer Revenue & Tax Bond Issue	-	-	-	-
Sewer Impact Fee #2	-	-	-	-
Insurance Fund	816,057.72	596,104.08	-	219,953.64
2017 GO Public Imp Bonds	-	-	-	-
2010 GO Bond Issue	-	-	-	-
Cleary Construction Escrow	-	-	-	-
Industrial Development Board	3,000.00	-	-	3,000.00
Grant Fund	15,530.00	-	-	15,530.00
	\$ 11,558,856.30	\$ 1,976,541.59	\$ 1,985,452.85	\$ 7,596,861.86

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 4/1/2025 - 4/30/2025**

POOLED CASH CHECK LISTING

PAGE 1

202778	4/3/2025	APPLESEED ENTERPRISES LLC	38,421.20
202779	4/3/2025	AT&T	1,193.84
202780	4/3/2025	Atmos Energy	986.76
202781	4/3/2025	Best One Tire	2,350.12
202782	4/3/2025	BLUE LINK OUTFITTERS LLC	374.97
202783	4/3/2025	BMC Metalworks LLC	1,730.00
202784	4/3/2025	Break Time Services	80.00
202785	4/3/2025	CARRIE ANN BELL	125.00
202786	4/3/2025	CHARTER COMMUNICATIONS	1,099.00
202787	4/3/2025	Chrysler Dodge Jeep Ram of Columbia	27,838.24
202788	4/3/2025	Cintas Corporation #241	3,478.62
202789	4/3/2025	CMS Uniforms & Equipment	828.60
202790	4/3/2025	Columbia Firefighter Assn	440.00
202791	4/3/2025	Columbia Oil Company Inc	6,236.32
202792	4/3/2025	COLUMBIA POWER & WATER SYSTEMS	314.93
202793	4/3/2025	COLUMBIA POWER & WATER SYSTEMS	61.98
202794	4/3/2025	COLUMBIA POWER & WATER SYSTEMS	1,214.06
202795	4/3/2025	COMBINED INSURANCE, A CHUBB COMPANY	901.76
202796	4/3/2025	Courier Printing Company	1,616.00
202797	4/3/2025	Dell Marketing L P	1,460.18
202798	4/3/2025	Duck River Electric	3,007.13
202799	4/3/2025	Fleming Sheet Metal Shop	1,200.00
202800	4/3/2025	Freedom Hill Land Management	16,767.90
202801	4/3/2025	G & C SUPPLY CO INC	352.50
202802	4/3/2025	Game Time Sports Fields LLC	5,225.00
202803	4/3/2025	Golden Engineering Inc	8,680.00
202804	4/3/2025	GULF STATES DISTRIBUTORS INC	709.00
202805	4/3/2025	HRS SERVICES, LLC	9,800.00
202806	4/3/2025	Jones & Lang Sporting Goods	220.00
202807	4/3/2025	JULIE C REYNOLDS	775.00
202808	4/3/2025	KATE FREEMAN	325.00
202809	4/3/2025	KRISTEN MEYERS	550.00
202810	4/3/2025	LADD'S	4,198.80
202811	4/3/2025	MARIA CATHARINA VAN DEVENTER	250.00
202812	4/3/2025	Marshall County Solid Waste and Recycling	2,171.65
202813	4/3/2025	Maury Co United Way	662.00
202814	4/3/2025	Maury County Solid Waste	95,211.74
202815	4/3/2025	Maury Regional Hospital Marshall Medical Ctr	13,494.97
202816	4/3/2025	Maury Regional Medical Group	816.00
202817	4/3/2025	MEGAN FITZGERALD	175.00
202818	4/3/2025	MELISSA RAGER-AGUIAR	525.00
202819	4/3/2025	Lamish Frierson	21.20
202820	4/3/2025	Mutual Of Omaha	16,583.61

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 4/1/2025 - 4/30/2025**

POOLED CASH CHECK LISTING

PAGE 2

202821	4/3/2025	Needle And Grain	50.00
202822	4/3/2025	PHILLIP CAPERTON	8,157.00
202823	4/3/2025	Phillips Distributing	1,725.00
202824	4/3/2025	PROCARE PBM	69,587.58
202825	4/3/2025	Ra'Kwaan Wilson	132.00
202826	4/3/2025	Robert J Young Company LLC	42.86
202827	4/3/2025	Rogers Group Inc	311.54
202828	4/3/2025	ROTO-ROOTER PLUMBERS	1,789.67
202829	4/3/2025	Siddons-Martin Emergency Group LLC	565.11
202830	4/3/2025	Southern Sales Co	560.00
202831	4/3/2025	SRM Concrete	614.00
202832	4/3/2025	State Of TN Attn: Lily White	356.25
202833	4/3/2025	State Of TN Dept Of Revenue	28.50
202834	4/3/2025	Sun Life Financial	39,848.19
202835	4/3/2025	Thompson Machinery	1,980.00
202836	4/3/2025	Tn Dept Of Revenue	594.46
202837	4/3/2025	TN Dept Of Safety	47.50
202838	4/3/2025	TriStar Elevator LLC	878.00
202839	4/3/2025	TURF TANK	17,000.00
202840	4/3/2025	Tyler Technologies, Inc	700.00
202841	4/3/2025	United Waste Haulers Of TN LLC	445.72
202842	4/3/2025	US SPECIALTY COATINGS	4,511.56
202843	4/3/2025	Verizon	3,510.96
202844	4/3/2025	Verizon Wireless 01	177.76
202845	4/3/2025	Verizon Wireless 04	3,226.82
202846	4/3/2025	VICKERS CONSULTING SERVICES INC	1,500.00
202847	4/3/2025	Vulcan Materials Co	1,756.13
202848	4/3/2025	W W Grainger Inc	167.57
202849	4/3/2025	Waypoint Business Solutions LLC	4,265.20
202850	4/3/2025	Wells Fargo Financial Leasing, Inc	588.23
202851	4/3/2025	WILCOLOCAL MEDIA	1,620.00
202852	4/10/2025	Advance Paving	7,550.00
202853	4/10/2025	ALEXIS DEARBORN	15.00
202854	4/10/2025	AT&T	74.13
202855	4/10/2025	AT&T	99.26
202856	4/10/2025	Atmos Energy	1,202.71
202857	4/10/2025	BEST CLEANERS OF COLUMBIA, LLC	710.37
202858	4/10/2025	Best One Tire	2,178.24
202859	4/10/2025	Blue Cardinal Chemical, LLC	3,260.92
202860	4/10/2025	Break Time Services	276.00
202861	4/10/2025	BRINDLEY CO	188,915.54
202862	4/10/2025	Center Of Hope	145.00
202863	4/10/2025	Certified Languages International	5.80

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 4/1/2025 - 4/30/2025**

POOLED CASH CHECK LISTING

PAGE 3

202864	4/10/2025	Chrysler Dodge Jeep Ram of Columbia	49,553.00
202865	4/10/2025	Cintas Corporation #241	704.81
202866	4/10/2025	CITY OF COL & BRINDLEY CO	9,942.92
202867	4/10/2025	CMS Uniforms & Equipment	2,130.28
202868	4/10/2025	Columbia Oil Company Inc	5,249.13
202869	4/10/2025	COLUMBIA POWER & WATER SYSTEMS	53,051.82
202870	4/10/2025	COLUMBIA POWER & WATER SYSTEMS	12,138.76
202871	4/10/2025	COLUMBIA POWER & WATER SYSTEMS	1,630.94
202872	4/10/2025	COLUMBIA POWER & WATER SYSTEMS	673.25
202873	4/10/2025	COLUMBIA POWER & WATER SYSTEMS	125.87
202874	4/10/2025	COLUMBIA POWER & WATER SYSTEMS	5,007.97
202875	4/10/2025	COLUMBIA POWER & WATER SYSTEMS	4,545.97
202876	4/10/2025	COLUMBIA POWER & WATER SYSTEMS	152.38
202877	4/10/2025	COLUMBIA POWER & WATER SYSTEMS	51,512.87
202878	4/10/2025	COLUMBIA POWER & WATER SYSTEMS	1,235.70
202879	4/10/2025	COLUMBIA POWER & WATER SYSTEMS	1,096.11
202880	4/10/2025	COLUMBIA POWER & WATER SYSTEMS	1,165.95
202881	4/10/2025	Culleoka Company LLC	356.00
202882	4/10/2025	CUMBERLAND VALLEY CONSTRUCTORS, INC	73,587.00
202883	4/10/2025	Dixie Diesel Service	3,869.39
202884	4/10/2025	Duck River Electric	495.48
202885	4/10/2025	EASTERN KENTUCKY UNIVERSITY	5,550.00
202886	4/10/2025	Daily Herald (Ads)	682.11
202887	4/10/2025	Habitat for Humanity (Williamson-Maury)	0.00
202888	4/10/2025	IDEXX Distribution, Inc.	1,408.88
202889	4/10/2025	IIA Lifting Services, Inc	675.00
202890	4/10/2025	Impressions	387.82
202891	4/10/2025	J & M Supply Solutions	985.97
202892	4/10/2025	Jaimee Brown	110.00
202893	4/10/2025	James K Polk Memorial Association	254.72
202894	4/10/2025	JEFF ELLIS & ASSOCIATES, INC	1,275.00
202895	4/10/2025	JENNIFER JETER	25.00
202896	4/10/2025	Johnson Controls	1,976.70
202897	4/10/2025	Kennedy Broadcasting Company	550.00
202898	4/10/2025	Melissa Sanders	25.00
202899	4/10/2025	NexAir LLC	42.78
202900	4/10/2025	Preventia Security	425.00
202901	4/10/2025	Public Entity Partners	1,725.22
202902	4/10/2025	Ra'Kwaan Wilson	43.64
202903	4/10/2025	Reach Technologies	327.46
202904	4/10/2025	Abbey Boram	25.00
202905	4/10/2025	Alex Perez	65.85
202906	4/10/2025	Emily Thompson	25.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 4/1/2025 - 4/30/2025**

POOLED CASH CHECK LISTING

PAGE 4

202907	4/10/2025	Jamie Ferrie	25.00
202908	4/10/2025	Robert J Young Company LLC	61.36
202909	4/10/2025	Sharon Howell	100.00
202910	4/10/2025	Sherrill Morgan	9,875.00
202911	4/10/2025	Simple Com	36.00
202912	4/10/2025	Simple Com	6.00
202913	4/10/2025	Simpleview, LLC	19,485.00
202914	4/10/2025	South Central Tennessee Development District	12,500.00
202915	4/10/2025	SOUTHERN PIPE & SUPPLY	1,462.40
202916	4/10/2025	Southern Software Inc	4,762.00
202917	4/10/2025	SRM Concrete	1,366.00
202918	4/10/2025	TARA FERRY	25.00
202919	4/10/2025	Ted's Sporting Goods	150.00
202920	4/10/2025	TN Fire Equipment &	592.00
202921	4/10/2025	TN Property Management	9,816.93
202922	4/10/2025	TriStar Elevator LLC	264.00
202923	4/10/2025	TW Lawncare	440.00
202924	4/10/2025	Tyler Technologies, Inc	4,900.00
202925	4/10/2025	UNITED FARM & HOME COOPERATIVE	104.99
202926	4/10/2025	United Waste Haulers Of TN LLC	614.67
202927	4/10/2025	Village Roofing Company Inc	316.86
202928	4/10/2025	W W Grainger Inc	107.20
202929	4/10/2025	Waypoint Analytical, LLC	2,200.00
202930	4/10/2025	WM CORPORATE SERVICES, INC	22,450.94
202931	4/15/2025	J R Wauford & Co Cons Eng, Inc	37,000.00
202932	4/15/2025	JUDY - ESCROW	152,046.66
202933	4/15/2025	JUDY CONSTRUCTION COMPANY	2,947,300.53
202934	4/16/2025	AMER FAMILY LIFE ASSURANCE	40.30
202935	4/16/2025	ALEX PEREZ	170.00
202936	4/16/2025	Alex Troge	170.00
202937	4/16/2025	ALEXANDER HENSLEY	290.34
202938	4/16/2025	Atmos Energy	1,671.65
202939	4/16/2025	Auto Trim Design	995.00
202940	4/16/2025	B & B Concrete Products Inc	300.00
202941	4/16/2025	BLUEBIRD CONSTRUCTION LLC	190,000.00
202942	4/16/2025	Boiler Supply Co	758.30
202943	4/16/2025	BRAD RICKETTS	350.00
202944	4/16/2025	Break Time Services	120.00
202945	4/16/2025	CARRIE ANN BELL	75.00
202946	4/16/2025	CARTER LAWRENCE	170.00
202947	4/16/2025	CHOICE SCREENING	201.00
202948	4/16/2025	Chrysler Dodge Jeep Ram of Columbia	160.00
202949	4/16/2025	Cintas Corporation #241	1,325.53

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 4/1/2025 - 4/30/2025**

POOLED CASH CHECK LISTING

PAGE 5

202950	4/16/2025	City of Col Petty Cash	30.00
202951	4/16/2025	Columbia Firefighter Assn	440.00
202952	4/16/2025	Columbia Oil Company Inc	56.96
202953	4/16/2025	COLUMBIA POWER & WATER SYSTEMS	7,502.17
202954	4/16/2025	COLUMBIA POWER & WATER SYSTEMS	1,928.54
202955	4/16/2025	COLUMBIA POWER & WATER SYSTEMS	2,287.98
202956	4/16/2025	COLUMBIA POWER & WATER SYSTEMS	2,424.37
202957	4/16/2025	COLUMBIA POWER & WATER SYSTEMS	934.94
202958	4/16/2025	COLUMBIA POWER & WATER SYSTEMS	2,473.55
202959	4/16/2025	CONNOR URSIN	4,000.00
202960	4/16/2025	Consolidated Pipe & Supply	2,318.00
202961	4/16/2025	Dell Marketing L P	848.46
202962	4/16/2025	EMELINE FARMER	170.00
202963	4/16/2025	Freedom Hill Land Management	565.00
202964	4/16/2025	GALE C MOORE	325.00
202965	4/16/2025	Habitat for Humanity (Williamson-Maury)	12,548.75
202966	4/16/2025	Hyper-Reach	10,580.00
202967	4/16/2025	JULIE C REYNOLDS	875.00
202968	4/16/2025	KATE FREEMAN	250.00
202969	4/16/2025	KRISTEN MEYERS	675.00
202970	4/16/2025	LEIA DARK	84.28
202971	4/16/2025	Life Services EAP	2,319.66
202972	4/16/2025	MARIA CATHARINA VAN DEVENTER	225.00
202973	4/16/2025	Maury Co United Way	662.00
202974	4/16/2025	MAURY COUNTY CHAMBER &	25,000.00
202975	4/16/2025	Maury Regional Hospital Marshall Medical Ctr	10,645.00
202976	4/16/2025	MEGAN FITZGERALD	150.00
202977	4/16/2025	MELISSA RAGER-AGUIAR	400.00
202978	4/16/2025	Morgan Brothers Electric Inc	38,600.00
202979	4/16/2025	North Central Laboratories-NCL of Wisconsin, Inc	755.44
202980	4/16/2025	Parman Energy Group LLC	510.75
202981	4/16/2025	Public Entity Partners	8,898.56
202982	4/16/2025	Bear Springs LLC	29,682.00
202983	4/16/2025	Safe Industries	652.09
202984	4/16/2025	Samsara Inc	88.20
202985	4/16/2025	Southern Duplicating of Middle Tennessee	708.75
202986	4/16/2025	Southern Sales Co	3,065.45
202987	4/16/2025	State Systems, LLC	402.00
202988	4/16/2025	TBI FISCAL UNIT	1,120.00
202989	4/16/2025	U S Bank	2,153,232.50
202990	4/16/2025	Visual Media Co LLC	600.00
202991	4/16/2025	Volunteer Paving LLC	140.80
202992	4/16/2025	Vulcan Materials Co	264.95

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 4/1/2025 - 4/30/2025**

POOLED CASH CHECK LISTING

PAGE 6

202993	4/16/2025	Water Management Services LLC	9,072.50
202994	4/16/2025	Waypoint Analytical, LLC	1,403.00
202995	4/16/2025	WILLIAM ALLEN JOHNSON	350.00
202996	4/16/2025	Woodward & Stinson Printing	300.00
202997	4/24/2025	Accurate Law Enforcement	2,075.00
202998	4/24/2025	ANGEL CARPORTS	5,362.00
202999	4/24/2025	Atlantic Pools & Spas	40,983.15
203000	4/24/2025	Atmos Energy	3,081.81
203001	4/24/2025	Barge Design Solutions, Inc	81,788.10
203002	4/24/2025	Better Business Solutions	247.50
203003	4/24/2025	Break Time Services	300.00
203004	4/24/2025	Cedarchem Llc	572.02
203005	4/24/2025	Certified Languages International	87.00
203006	4/24/2025	Cintas Corporation #241	1,798.33
203007	4/24/2025	CMS Uniforms & Equipment	492.40
203008	4/24/2025	Columbia Oil Company Inc	31,929.30
203009	4/24/2025	COLUMBIA POWER & WATER SYSTEMS	572.96
203010	4/24/2025	Corelogic Centralized Refunds	615.00
203011	4/24/2025	Culleoka Company LLC	968.00
203012	4/24/2025	D & D Towing & Recovery	435.00
203013	4/24/2025	Duck River Electric	447.13
203014	4/24/2025	Firstnet Services Provided By AT&T Mobility	412.92
203015	4/24/2025	Higher Ground Sports Turf, LLC	1,000.00
203016	4/24/2025	JAMES GODSEY	432.00
203017	4/24/2025	Janet Weidner	180.00
203018	4/24/2025	Johnson Controls	425.00
203019	4/24/2025	JOSUE VALDES	432.00
203020	4/24/2025	K & K SAFETY	111.28
203021	4/24/2025	Kimley-Horn & Associates, Inc	15,530.00
203022	4/24/2025	Leaf Capital Funding LLC	668.26
203023	4/24/2025	Lee Company	2,580.00
203024	4/24/2025	Line to Line LLC	795.00
203025	4/24/2025	Lose Design - Lose & Associates, Inc	12,690.00
203026	4/24/2025	Mail Call	2,554.53
203027	4/24/2025	MAIN STREET MEDIA OF TN	84.38
203028	4/24/2025	Maury Co Government	13,456.32
203029	4/24/2025	Maury County 911	29,355.96
203030	4/24/2025	Maury County Solid Waste	108,026.20
203031	4/24/2025	MAURY REGIONAL MEDICAL CENTER	90.00
203032	4/24/2025	Maury Regional Medical Center	2,264.00
203033	4/24/2025	Maury Regional Medical Group	2,634.00
203034	4/24/2025	MICHAEL FULBRIGHT	475.00
203035	4/24/2025	MissionSquare Retirement	250.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 4/1/2025 - 4/30/2025**

POOLED CASH CHECK LISTING

PAGE 7

203036	4/24/2025	MSD Environmental Services, Inc	13,500.00
203037	4/24/2025	PROCARE PBM	36,406.27
203038	4/24/2025	Public Entity Partners	69,038.41
203039	4/24/2025	QUAIL RUN DEVELOPMENT LLC	82.00
203040	4/24/2025	NVR INC	82.00
203041	4/24/2025	Fieldhouse Properties LLC	7.16
203042	4/24/2025	M2 Group LLC	250.00
203043	4/24/2025	M2 Group LLC	250.00
203044	4/24/2025	MEADE HOME INSPECTIONS	7.00
203045	4/24/2025	Rogers Group Inc	769.36
203046	4/24/2025	ROOF SYSTEMS, INC.	690.00
203047	4/24/2025	Servant Fire Protection	479.00
203048	4/24/2025	Southeastern Shirt Corp.	120.12
203049	4/24/2025	SRM Concrete	6,204.50
203050	4/24/2025	State Systems, Inc	2,124.75
203051	4/24/2025	State Systems, LLC	600.00
203052	4/24/2025	Sun Life Financial	40,096.63
203053	4/24/2025	T-MOBILE	96.54
203054	4/24/2025	The Marbet Company	8,000.00
203055	4/24/2025	Thompson Machinery	1,236.00
203056	4/24/2025	TN DEPT OF LABOR & WORKFORCE D	20.62
203057	4/24/2025	TN MUNICIPAL JUDGES CONFERENCE	125.00
203058	4/24/2025	Trailer Store	115.00
203059	4/24/2025	TRUE OMNI LLC	3,000.00
203060	4/24/2025	United Waste Haulers Of TN LLC	2,972.00
203061	4/24/2025	Unum Life Insurance Co Of Amer	3,368.00
203062	4/24/2025	UTILITY SOLUTIONS & AUTOMATION, LLC	6,028.60
203063	4/24/2025	Verizon Wireless 01	177.76
203064	4/24/2025	Verizon Wireless 03	41.94
203065	4/24/2025	VORTEX INDUSTRIES, LLC	4,478.00
203066	4/24/2025	Vulcan Materials Co	206.25
203067	4/24/2025	Waynes Pest Control	600.00
203068	4/24/2025	Waypoint Business Solutions LLC	28,455.20
203069	4/24/2025	WM CORPORATE SERVICES, INC	47,644.04
203070	4/24/2025	Woodward & Stinson Printing	310.00
203071	4/24/2025	ZACHARY BOYD	432.00
203072	4/24/2025	Zoll Medical Corporation	2,256.28

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 3/1/2025 - 3/31/2025**

PAGE 8

GENERAL

Total Purchase Cards:	\$	192,794.81
Total Payroll Transfers:	\$	1,687,246.36
Total Misc. Transfers:	\$	1,070,261.42
Total Checks:	\$	<u>450,733.84</u>
Total:	\$	3,401,036.43

STATE STREET AID

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>28,119.08</u>
Total:	\$	28,119.08

SANITATION

Total Purchase Cards:	\$	21,706.21
Total Payroll Transfers:	\$	97,661.13
Total Misc. Transfers:	\$	66,114.55
Total Checks:	\$	<u>231,591.59</u>
Total:	\$	417,073.48

WASTEWATER

Total Purchase Cards:	\$	13,693.57
Total Payroll Transfers:	\$	200,545.36
Total Misc. Transfers:	\$	133,508.10
Total Checks:	\$	<u>5,156,707.59</u>
Total:	\$	5,504,454.62

DRUG

Total Purchase Cards:	\$	3,841.18
Total Checks:	\$	<u>1,138.70</u>
Total:	\$	4,979.88

INSURANCE

Total Misc. Transfers:	\$	596,104.08
Total Checks:	\$	<u>219,953.64</u>
Total:	\$	816,057.72

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 3/1/2025 - 3/31/2025**

PAGE 9

CAPITAL PROJECTS

Total Purchase Cards:	\$	1,927.64
Total Misc. Transfers:	\$	110,553.44
Total Checks:	\$	<u>696,749.01</u>
Total:	\$	809,230.09

IDB

Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>3,000.00</u>
Total:	\$	3,000.00

DEBT SERVICE

Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>559,375.00</u>
Total:	\$	559,375.00

GRANT

Total Purchase Cards:		
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>15,530.00</u>
Total:	\$	15,530.00



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.gov, (931) 560-1559

AGENDA ITEM TITLE: APPROVE CERTIFICATION OF OFFICIALS DESIGNATED AS
SIGNATORIES AT THE CITY'S BANKING INSTITUTIONS

RECOMMENDATION: Approve.

INFORMATION: The attached Certification of Officials form includes City officials serving in their respective roles specified in Banking Resolution No. 23-05. City officials listed on the certification form currently hold said positions, having served in such since June 12, 2025.

ATTACHMENTS: Staff Report, Certification of Officials Form.

CERTIFICATION OF OFFICIALS

I hereby certify that the below named individuals currently hold the positions below as of June 12, 2025 and possess the authorities granted in Resolution 23-05 for the City of Columbia, Tennessee:

MAYOR:	Charles M Molder
CITY MANAGER:	Anthony R Massey
FINANCE DIRECTOR:	Thad H Jablonski
VICE MAYOR:	Randy McBroom
COUNCIL MEMBER (designated):	Kenny Marshall
ASST. FINANCE DIRECTOR:	Jamey Owen

Any change to the persons occupying the above-mentioned positions will be communicated to the bank(s) via a revision of this document within 30 days of said change.



Thad H. Jablonski
Assistant City Manager, Finance Director
and City Recorder



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.gov, (931) 560-1559

AGENDA ITEM TITLE: APPROVE PAYMENT TO MAURY COUNTY TO PROVIDE FUNDING FOR THE MAURY COUNTY/CITY OF COLUMBIA ANIMAL SERVICES FACILITY FOR THE THIRD QUARTER OF FY 2025 \$55,000

RECOMMENDATION: Approve.

INFORMATION: On April 14, 2016, the City Council approved an extension of the 2008 agreement with Maury County for operation of the Animal Services Facility. The 2008 agreement and extension specified that the City and County will split operating expenses (over and above revenue derived from the operation of the facility) 50/50.

The 2016 contract extension terminated on October 2, 2018. The City's FY 2025 budget includes \$270,000 for the City's contribution towards facility operations, or \$55,000 per quarter. An invoice has been received for the third quarter of FY 2025, which exceeds \$55,000. The invoice and supporting documentation have been reviewed by Finance.

As the operating agreement has expired, City Council approval is necessary prior to any payment towards shelter operation costs.

CERTIFICATION: The Chief Financial Officer certifies that \$55,000 is budgeted and unencumbered in General Government-Animal Control.

ATTACHMENTS: Staff Report, Invoice.

Maury County Government

INVOICE

One Public Square
Columbia, TN 38401
Phone 931.375.3115 Fax 931.375.2319

DATE: April 30, 2025
INVOICE # FY2024-2025 Q3
FOR: Animal Shelter Maintenance

Bill To:
Thad Jablonski, Finance Director
City of Columbia
700 North Garden Street
Columbia, TN
931.560.1510

DESCRIPTION				AMOUNT
Revenue:				
Animal Shelter Revenue, 1/1/2025-3/31/2025				\$ 2,524.50
Subtotal				\$ 2,524.50
Expenditures:				
Operational, 1/1/2025 - 3/31/2025				\$ 220,661.78
Labor to add parking lights 1/28/25 & 1/29/25	Hourly Rate	Hours Worked		
Doug Carrington	\$38.31	6		\$229.86
Jeff Thomas	\$37.79	6		\$226.74
Labor to replace sink strainer in kitchen on 2/21/25	Hourly Rate	Hours Worked		
Robert Walker	\$30.13	1		\$30.13
Johnnie Shipp	\$31.76	1		\$31.76
Labor to install pole lights on 2/27/2025	Hourly Rate	Hours Worked		
Doug Carrington	\$38.31	1		\$38.31
Labor to install pole lights on 2/28/2025	Hourly Rate	Hours Worked		
Doug Carrington	\$38.31	4.5		\$172.40
Labor to clean out pipe in field by dog pen on 3/18/25	Hourly Rate	Hours Worked		
Johnnie Shipp	\$31.76	2		\$63.52
Jeff Thomas	\$37.79	2		\$75.58
Subtotal				\$ 221,530.08
Net Total for Q3 FY 2024/2025 Operating Expenses				\$ 219,005.58
TOTAL DUE				\$ 109,502.79

Make all checks payable to Maury County Government
If you have any questions concerning this invoice, contact Abby Chapman (931) 375-3115, achapman@maurycounty-tn.gov

2025
1/28/25

replaced & repaired outside security lig
(~~about \$60?~~) \$ 75.96

1/29/25

Doug & Jeff 3 Hrs Adding
Parking Lights

Doug & Jeff 3 Hrs Adding
Parkin, Light.

2-21-25

Rohin + Johnnie 1 Hr. each
replace sink strainer in Kitchen
\$24.38 parts

2-28-25

Doug 4 1/2 hrs labor
\$ 17.92 parts

2-27-25

Doug 1 hour

53.52 parts

3-18-25

Johnnie + Jeff 2 hours labor
parts \$ 7.99, \$21.58

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:02 AM
Page 1 of 1

Fund: 101 General

Account Number : 101- -44150

Sale Of Animals/Livestock

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/17/2025	15839		CR	MC Animal Shelter - Fees	0.00	714.00	(714.00)
Monthly Totals: 101- -44150					0.00	714.00	(714.00)
02/05/2025	15979		CR	MC Animal Shelter - Fees	0.00	120.00	(120.00)
02/20/2025	16072		CR	MC Animal Shelter - Fees	0.00	745.50	(865.50)
Monthly Totals: 101- -44150					0.00	865.50	(865.50)
03/07/2025	16178		CR	MC Animal Services - Donations	0.00	828.00	(828.00)
03/27/2025	16370		CR	Veterinary Wellness Clinic - Money from Local Vets	0.00	117.00	(945.00)
Monthly Totals: 101- -44150					0.00	945.00	(945.00)
Fund Totals:			101		0.00	2,524.50	

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 1 of 20

Fund: **101** General

Account Number : **101- -55120-101-55010**

Animal Shelter - County Official/Administrative Officer - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/15/2025	188		PA	Payroll Summary - 3-Salary	2,800.21	0.00	2,800.21
01/31/2025	203		PA	Payroll Summary - 3-Salary	2,800.21	0.00	5,600.42
Monthly Totals: 101- -55120-101-55010					5,600.42	0.00	5,600.42
02/14/2025	216		PA	Payroll Summary - 3-Salary	2,800.21	0.00	2,800.21
02/28/2025	230		PA	Payroll Summary - 3-Salary	2,800.21	0.00	5,600.42
Monthly Totals: 101- -55120-101-55010					5,600.42	0.00	5,600.42
03/14/2025	244		PA	Payroll Summary - 3-Salary	2,800.21	0.00	2,800.21
03/31/2025	260		PA	Payroll Summary - 3-Salary	2,800.21	0.00	5,600.42
Monthly Totals: 101- -55120-101-55010					5,600.42	0.00	5,600.42

Fund: **101** General

Account Number : **101- -55120-169-55010**

Animal Shelter - Part-Time Personnel - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	1,979.68	0.00	1,979.68
01/24/2025	201		PA	Payroll Summary - 2-Hourly	1,738.42	0.00	3,718.10
Monthly Totals: 101- -55120-169-55010					3,718.10	0.00	3,718.10
02/07/2025	215		PA	Payroll Summary - 2-Hourly	2,322.74	0.00	2,322.74
02/21/2025	227		PA	Payroll Summary - 2-Hourly	2,549.44	0.00	4,872.18
Monthly Totals: 101- -55120-169-55010					4,872.18	0.00	4,872.18
03/07/2025	243		PA	Payroll Summary - 2-Hourly	2,542.39	0.00	2,542.39
03/21/2025	256		PA	Payroll Summary - 2-Hourly	2,438.75	0.00	4,981.14
Monthly Totals: 101- -55120-169-55010					4,981.14	0.00	4,981.14

Fund: **101** General

Account Number : **101- -55120-187**

Animal Shelter - Overtime Pay

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	24.67	0.00	24.67
01/24/2025	201		PA	Payroll Summary - 2-Hourly	499.29	0.00	523.96
Monthly Totals: 101- -55120-187					523.96	0.00	523.96

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 2 of 20

Fund: 101 General

Account Number : 101- -55120-187

Animal Shelter - Overtime Pay

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/07/2025	215		PA	Payroll Summary - 2-Hourly	97.80	0.00	97.80
02/21/2025	227		PA	Payroll Summary - 2-Hourly	29.66	0.00	127.46
Monthly Totals: 101- -55120-187					127.46	0.00	127.46
03/07/2025	243		PA	Payroll Summary - 2-Hourly	391.50	0.00	391.50
03/21/2025	256		PA	Payroll Summary - 2-Hourly	9.99	0.00	401.49
Monthly Totals: 101- -55120-187					401.49	0.00	401.49

Fund: 101 General

Account Number : 101- -55120-187-55010

Animal Shelter - Overtime Pay - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	397.72	0.00	397.72
Monthly Totals: 101- -55120-187-55010					397.72	0.00	397.72
02/21/2025	227		PA	Payroll Summary - 2-Hourly	236.33	0.00	236.33
Monthly Totals: 101- -55120-187-55010					236.33	0.00	236.33
03/07/2025	243		PA	Payroll Summary - 2-Hourly	619.54	0.00	619.54
03/21/2025	256		PA	Payroll Summary - 2-Hourly	864.35	0.00	1,483.89
Monthly Totals: 101- -55120-187-55010					1,483.89	0.00	1,483.89

Fund: 101 General

Account Number : 101- -55120-189

Animal Shelter - Other Salaries & Wages

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	3,008.16	0.00	3,008.16
01/24/2025	201		PA	Payroll Summary - 2-Hourly	3,240.99	0.00	6,249.15
Monthly Totals: 101- -55120-189					6,249.15	0.00	6,249.15
02/07/2025	215		PA	Payroll Summary - 2-Hourly	3,176.79	0.00	3,176.79
02/21/2025	227		PA	Payroll Summary - 2-Hourly	3,025.44	0.00	6,202.23
Monthly Totals: 101- -55120-189					6,202.23	0.00	6,202.23
03/07/2025	243		PA	Payroll Summary - 2-Hourly	3,151.72	0.00	3,151.72
03/21/2025	256		PA	Payroll Summary - 2-Hourly	3,325.60	0.00	6,477.32

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 3 of 20

Fund: 101 General

Account Number : 101- -55120-189 Animal Shelter - Other Salaries & Wages

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-189					6,477.32	0.00	6,477.32

Fund: 101 General

Account Number : 101- -55120-189-55010 Animal Shelter - Other Salaries & Wages - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	13,399.64	0.00	13,399.64
01/24/2025	201		PA	Payroll Summary - 2-Hourly	13,742.84	0.00	27,142.48
Monthly Totals: 101- -55120-189-55010					27,142.48	0.00	27,142.48
02/07/2025	215		PA	Payroll Summary - 2-Hourly	11,539.81	0.00	11,539.81
02/21/2025	227		PA	Payroll Summary - 2-Hourly	10,297.13	0.00	21,836.94
Monthly Totals: 101- -55120-189-55010					21,836.94	0.00	21,836.94
03/07/2025	243		PA	Payroll Summary - 2-Hourly	10,865.94	0.00	10,865.94
03/21/2025	256		PA	Payroll Summary - 2-Hourly	11,561.23	0.00	22,427.17
Monthly Totals: 101- -55120-189-55010					22,427.17	0.00	22,427.17

Fund: 101 General

Account Number : 101- -55120-201 Animal Shelter - Social Security

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	187.59	0.00	187.59
01/24/2025	201		PA	Payroll Summary - 2-Hourly	231.46	0.00	419.05
Monthly Totals: 101- -55120-201					419.05	0.00	419.05
02/07/2025	215		PA	Payroll Summary - 2-Hourly	202.58	0.00	202.58
02/21/2025	227		PA	Payroll Summary - 2-Hourly	188.97	0.00	391.55
Monthly Totals: 101- -55120-201					391.55	0.00	391.55
03/07/2025	243		PA	Payroll Summary - 2-Hourly	219.46	0.00	219.46
03/21/2025	256		PA	Payroll Summary - 2-Hourly	206.58	0.00	426.04
Monthly Totals: 101- -55120-201					426.04	0.00	426.04

Fund: 101 General

Account Number : 101- -55120-201-55010 Animal Shelter - Social Security - Animal Shelter

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 4 of 20

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	963.21	0.00	963.21
01/15/2025	188		PA	Payroll Summary - 3-Salary	171.22	0.00	1,134.43
01/24/2025	201		PA	Payroll Summary - 2-Hourly	945.22	0.00	2,079.65
01/31/2025	203		PA	Payroll Summary - 3-Salary	171.21	0.00	2,250.86
Monthly Totals: 101- -55120-201-55010					2,250.86	0.00	2,250.86
02/07/2025	215		PA	Payroll Summary - 2-Hourly	844.23	0.00	844.23
02/14/2025	216		PA	Payroll Summary - 3-Salary	171.22	0.00	1,015.45
02/21/2025	227		PA	Payroll Summary - 2-Hourly	795.87	0.00	1,811.32
02/28/2025	230		PA	Payroll Summary - 3-Salary	171.21	0.00	1,982.53
Monthly Totals: 101- -55120-201-55010					1,982.53	0.00	1,982.53
03/07/2025	243		PA	Payroll Summary - 2-Hourly	844.03	0.00	844.03
03/14/2025	244		PA	Payroll Summary - 3-Salary	171.22	0.00	1,015.25
03/21/2025	256		PA	Payroll Summary - 2-Hourly	895.91	0.00	1,911.16
03/31/2025	260		PA	Payroll Summary - 3-Salary	171.22	0.00	2,082.38
Monthly Totals: 101- -55120-201-55010					2,082.38	0.00	2,082.38

Fund: 101 General

Account Number : 101- -55120-204

Animal Shelter - State Retirement

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	232.01	0.00	232.01
01/24/2025	201		PA	Payroll Summary - 2-Hourly	286.14	0.00	518.15
Monthly Totals: 101- -55120-204					518.15	0.00	518.15
02/07/2025	215		PA	Payroll Summary - 2-Hourly	250.50	0.00	250.50
02/21/2025	227		PA	Payroll Summary - 2-Hourly	233.72	0.00	484.22
Monthly Totals: 101- -55120-204					484.22	0.00	484.22
03/07/2025	243		PA	Payroll Summary - 2-Hourly	271.05	0.00	271.05
03/21/2025	256		PA	Payroll Summary - 2-Hourly	255.17	0.00	526.22
Monthly Totals: 101- -55120-204					526.22	0.00	526.22

Fund: 101 General

Account Number : 101- -55120-204-55010

Animal Shelter - State Retirement - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
------	---------	-------------	------	-------------------------	--------	---------	---------

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 5 of 20

Fund: 101 General

Account Number : 101- -55120-204-55010

Animal Shelter - State Retirement - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	1,055.50	0.00	1,055.50
01/15/2025	188		PA	Payroll Summary - 3-Salary	214.22	0.00	1,269.72
01/24/2025	201		PA	Payroll Summary - 2-Hourly	1,009.47	0.00	2,279.19
01/31/2025	203		PA	Payroll Summary - 3-Salary	214.22	0.00	2,493.41
Monthly Totals: 101- -55120-204-55010					2,493.41	0.00	2,493.41
02/07/2025	215		PA	Payroll Summary - 2-Hourly	794.52	0.00	794.52
02/14/2025	216		PA	Payroll Summary - 3-Salary	214.22	0.00	1,008.74
02/21/2025	227		PA	Payroll Summary - 2-Hourly	805.81	0.00	1,814.55
02/28/2025	230		PA	Payroll Summary - 3-Salary	214.22	0.00	2,028.77
Monthly Totals: 101- -55120-204-55010					2,028.77	0.00	2,028.77
03/07/2025	243		PA	Payroll Summary - 2-Hourly	878.63	0.00	878.63
03/14/2025	244		PA	Payroll Summary - 3-Salary	214.22	0.00	1,092.85
03/21/2025	256		PA	Payroll Summary - 2-Hourly	950.55	0.00	2,043.40
03/31/2025	260		PA	Payroll Summary - 3-Salary	214.22	0.00	2,257.62
Monthly Totals: 101- -55120-204-55010					2,257.62	0.00	2,257.62

Fund: 101 General

Account Number : 101- -55120-206

Animal Shelter - Life Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	4.20	0.00	4.20
01/24/2025	201		PA	Payroll Summary - 2-Hourly	4.20	0.00	8.40
Monthly Totals: 101- -55120-206					8.40	0.00	8.40
02/07/2025	215		PA	Payroll Summary - 2-Hourly	4.20	0.00	4.20
02/21/2025	227		PA	Payroll Summary - 2-Hourly	4.20	0.00	8.40
Monthly Totals: 101- -55120-206					8.40	0.00	8.40
03/07/2025	243		PA	Payroll Summary - 2-Hourly	4.20	0.00	4.20
03/21/2025	256		PA	Payroll Summary - 2-Hourly	4.20	0.00	8.40
Monthly Totals: 101- -55120-206					8.40	0.00	8.40

Fund: 101 General

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 6 of 20

Account Number : **101- -55120-206-55010**

Animal Shelter - Life Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/03/2025	308328	308328	CD	LINCOLN FINANCIAL GROUP	0.00	4.20	(4.20)
01/10/2025	187		PA	Payroll Summary - 2-Hourly	18.90	0.00	14.70
01/15/2025	188		PA	Payroll Summary - 3-Salary	2.10	0.00	16.80
01/24/2025	201		PA	Payroll Summary - 2-Hourly	14.70	0.00	31.50
01/31/2025	203		PA	Payroll Summary - 3-Salary	2.10	0.00	33.60
Monthly Totals: 101- -55120-206-55010					37.80	4.20	33.60
02/07/2025	215		PA	Payroll Summary - 2-Hourly	14.70	0.00	14.70
02/07/2025	309265	309265	CD	LINCOLN FINANCIAL GROUP	0.00	4.20	10.50
02/14/2025	216		PA	Payroll Summary - 3-Salary	2.10	0.00	12.60
02/21/2025	227		PA	Payroll Summary - 2-Hourly	14.70	0.00	27.30
02/28/2025	230		PA	Payroll Summary - 3-Salary	2.10	0.00	29.40
Monthly Totals: 101- -55120-206-55010					33.60	4.20	29.40
03/07/2025	243		PA	Payroll Summary - 2-Hourly	14.70	0.00	14.70
03/14/2025	244		PA	Payroll Summary - 3-Salary	2.10	0.00	16.80
03/21/2025	256		PA	Payroll Summary - 2-Hourly	14.70	0.00	31.50
03/31/2025	260		PA	Payroll Summary - 3-Salary	2.10	0.00	33.60
Monthly Totals: 101- -55120-206-55010					33.60	0.00	33.60

Fund: **101** General

Account Number : **101- -55120-207**

Animal Shelter - Medical Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	701.16	0.00	701.16
01/24/2025	201		PA	Payroll Summary - 2-Hourly	701.16	0.00	1,402.32
Monthly Totals: 101- -55120-207					1,402.32	0.00	1,402.32
02/07/2025	215		PA	Payroll Summary - 2-Hourly	701.16	0.00	701.16
02/21/2025	227		PA	Payroll Summary - 2-Hourly	701.16	0.00	1,402.32
Monthly Totals: 101- -55120-207					1,402.32	0.00	1,402.32
03/07/2025	243		PA	Payroll Summary - 2-Hourly	701.16	0.00	701.16
03/21/2025	256		PA	Payroll Summary - 2-Hourly	701.16	0.00	1,402.32
Monthly Totals: 101- -55120-207					1,402.32	0.00	1,402.32

Fund: **101** General

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 7 of 20

Account Number : **101- -55120-207-55010**

Animal Shelter - Medical Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/03/2025	308320	308320	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.10	(0.10)
01/10/2025	187		PA	Payroll Summary - 2-Hourly	2,861.53	0.00	2,861.43
01/24/2025	201		PA	Payroll Summary - 2-Hourly	2,573.45	0.00	5,434.88
Monthly Totals: 101- -55120-207-55010					5,434.98	0.10	5,434.88
02/07/2025	215		PA	Payroll Summary - 2-Hourly	2,573.45	0.00	2,573.45
02/07/2025	309240	309240	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	864.32	1,709.13
02/21/2025	227		PA	Payroll Summary - 2-Hourly	2,573.45	0.00	4,282.58
Monthly Totals: 101- -55120-207-55010					5,146.90	864.32	4,282.58
03/07/2025	243		PA	Payroll Summary - 2-Hourly	2,692.84	0.00	2,692.84
03/07/2025	309963	309963	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.09	2,692.75
03/14/2025	244		PA	Payroll Summary - 3-Salary	288.08	0.00	2,980.83
03/21/2025	256		PA	Payroll Summary - 2-Hourly	2,692.84	0.00	5,673.67
03/31/2025	260		PA	Payroll Summary - 3-Salary	288.08	0.00	5,961.75
Monthly Totals: 101- -55120-207-55010					5,961.84	0.09	5,961.75

Fund: **101** General

Account Number : **101- -55120-208**

Animal Shelter - Dental Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	24.32	0.00	24.32
01/24/2025	201		PA	Payroll Summary - 2-Hourly	18.12	0.00	42.44
Monthly Totals: 101- -55120-208					42.44	0.00	42.44
02/07/2025	215		PA	Payroll Summary - 2-Hourly	24.32	0.00	24.32
02/21/2025	227		PA	Payroll Summary - 2-Hourly	18.12	0.00	42.44
Monthly Totals: 101- -55120-208					42.44	0.00	42.44
03/07/2025	243		PA	Payroll Summary - 2-Hourly	24.32	0.00	24.32
03/21/2025	256		PA	Payroll Summary - 2-Hourly	18.12	0.00	42.44
Monthly Totals: 101- -55120-208					42.44	0.00	42.44

Fund: **101** General

Account Number : **101- -55120-208-55010**

Animal Shelter - Dental Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
------	---------	-------------	------	-------------------------	--------	---------	---------

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 8 of 20

Fund: 101 General

Account Number : 101- -55120-208-55010 Animal Shelter - Dental Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	109.44	0.00	109.44
01/15/2025	188		PA	Payroll Summary - 3-Salary	12.16	0.00	121.60
01/24/2025	201		PA	Payroll Summary - 2-Hourly	63.42	0.00	185.02
01/31/2025	203		PA	Payroll Summary - 3-Salary	9.06	0.00	194.08
Monthly Totals: 101- -55120-208-55010					194.08	0.00	194.08
02/07/2025	215		PA	Payroll Summary - 2-Hourly	85.12	0.00	85.12
02/07/2025	309266	309266	CD	Maury County Self Insurance Fund	0.00	9.30	75.82
02/14/2025	216		PA	Payroll Summary - 3-Salary	12.16	0.00	87.98
02/21/2025	227		PA	Payroll Summary - 2-Hourly	63.42	0.00	151.40
02/28/2025	230		PA	Payroll Summary - 3-Salary	9.06	0.00	160.46
Monthly Totals: 101- -55120-208-55010					169.76	9.30	160.46
03/07/2025	243		PA	Payroll Summary - 2-Hourly	85.12	0.00	85.12
03/14/2025	244		PA	Payroll Summary - 3-Salary	12.16	0.00	97.28
03/21/2025	256		PA	Payroll Summary - 2-Hourly	63.42	0.00	160.70
03/31/2025	260		PA	Payroll Summary - 3-Salary	9.06	0.00	169.76
Monthly Totals: 101- -55120-208-55010					169.76	0.00	169.76

Fund: 101 General

Account Number : 101- -55120-209-55010 Animal Shelter - Disability Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/03/2025	308328	308328	CD	LINCOLN FINANCIAL GROUP	73.59	0.00	73.59
Monthly Totals: 101- -55120-209-55010					73.59	0.00	73.59
02/07/2025	309265	309265	CD	LINCOLN FINANCIAL GROUP	67.94	0.00	67.94
Monthly Totals: 101- -55120-209-55010					67.94	0.00	67.94
03/07/2025	309981	309981	CD	LINCOLN FINANCIAL GROUP	68.47	0.00	68.47
Monthly Totals: 101- -55120-209-55010					68.47	0.00	68.47

Fund: 101 General

Account Number : 101- -55120-210 Animal Shelter - Unemployment Compensation

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 9 of 20

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	9.10	0.00	9.10
01/24/2025	201		PA	Payroll Summary - 2-Hourly	11.22	0.00	20.32
Monthly Totals: 101- -55120-210					20.32	0.00	20.32
02/07/2025	215		PA	Payroll Summary - 2-Hourly	9.82	0.00	9.82
02/21/2025	227		PA	Payroll Summary - 2-Hourly	8.87	0.00	18.69
Monthly Totals: 101- -55120-210					18.69	0.00	18.69
03/07/2025	243		PA	Payroll Summary - 2-Hourly	2.99	0.00	2.99
Monthly Totals: 101- -55120-210					2.99	0.00	2.99

Fund: 101 General

Account Number : 101- -55120-210-55010

Animal Shelter - Unemployment Compensation - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	47.34	0.00	47.34
01/15/2025	188		PA	Payroll Summary - 3-Salary	8.40	0.00	55.74
01/24/2025	201		PA	Payroll Summary - 2-Hourly	46.44	0.00	102.18
01/31/2025	203		PA	Payroll Summary - 3-Salary	8.40	0.00	110.58
Monthly Totals: 101- -55120-210-55010					110.58	0.00	110.58
02/07/2025	215		PA	Payroll Summary - 2-Hourly	41.59	0.00	41.59
02/14/2025	216		PA	Payroll Summary - 3-Salary	4.20	0.00	45.79
02/21/2025	227		PA	Payroll Summary - 2-Hourly	37.41	0.00	83.20
Monthly Totals: 101- -55120-210-55010					83.20	0.00	83.20
03/07/2025	243		PA	Payroll Summary - 2-Hourly	29.37	0.00	29.37
03/21/2025	256		PA	Payroll Summary - 2-Hourly	14.51	0.00	43.88
Monthly Totals: 101- -55120-210-55010					43.88	0.00	43.88

Fund: 101 General

Account Number : 101- -55120-212

Animal Shelter - Employer Medicare

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	43.87	0.00	43.87
01/24/2025	201		PA	Payroll Summary - 2-Hourly	54.13	0.00	98.00
Monthly Totals: 101- -55120-212					98.00	0.00	98.00
02/07/2025	215		PA	Payroll Summary - 2-Hourly	47.38	0.00	47.38

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 10 of 20

Fund: 101 General

Account Number : 101- -55120-212

Animal Shelter - Employer Medicare

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/21/2025	227		PA	Payroll Summary - 2-Hourly	44.19	0.00	91.57
Monthly Totals: 101- -55120-212					91.57	0.00	91.57
03/07/2025	243		PA	Payroll Summary - 2-Hourly	51.33	0.00	51.33
03/21/2025	256		PA	Payroll Summary - 2-Hourly	48.32	0.00	99.65
Monthly Totals: 101- -55120-212					99.65	0.00	99.65

Fund: 101 General

Account Number : 101- -55120-212-55010

Animal Shelter - Employer Medicare - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/10/2025	187		PA	Payroll Summary - 2-Hourly	225.25	0.00	225.25
01/15/2025	188		PA	Payroll Summary - 3-Salary	40.04	0.00	265.29
01/24/2025	201		PA	Payroll Summary - 2-Hourly	221.08	0.00	486.37
01/31/2025	203		PA	Payroll Summary - 3-Salary	40.04	0.00	526.41
Monthly Totals: 101- -55120-212-55010					526.41	0.00	526.41
02/07/2025	215		PA	Payroll Summary - 2-Hourly	197.44	0.00	197.44
02/14/2025	216		PA	Payroll Summary - 3-Salary	40.05	0.00	237.49
02/21/2025	227		PA	Payroll Summary - 2-Hourly	186.12	0.00	423.61
02/28/2025	230		PA	Payroll Summary - 3-Salary	40.04	0.00	463.65
Monthly Totals: 101- -55120-212-55010					463.65	0.00	463.65
03/07/2025	243		PA	Payroll Summary - 2-Hourly	197.41	0.00	197.41
03/14/2025	244		PA	Payroll Summary - 3-Salary	40.04	0.00	237.45
03/21/2025	256		PA	Payroll Summary - 2-Hourly	209.52	0.00	446.97
03/31/2025	260		PA	Payroll Summary - 3-Salary	40.04	0.00	487.01
Monthly Totals: 101- -55120-212-55010					487.01	0.00	487.01

Fund: 101 General

Account Number : 101- -55120-333-55010

Animal Shelter - Licenses - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/14/2025	308669	308669	CD	FIRST HORIZON BANK	110.00	0.00	110.00
01/28/2025	308936	308936	CD	Tn Board Of Veterinary Medical Examiners	60.00	0.00	170.00

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 11 of 20

Fund: 101 General

Account Number : 101- -55120-333-55010 Animal Shelter - Licenses - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-333-55010					170.00	0.00	170.00
03/18/2025	310424	310424	CD	FIRST HORIZON BANK	110.00	0.00	110.00
Monthly Totals: 101- -55120-333-55010					110.00	0.00	110.00

Fund: 101 General

Account Number : 101- -55120-334-55010 Animal Shelter - Maintenance Agreements - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/14/2025	308649	308649	CD	Cintas Corporation	132.40	0.00	132.40
Monthly Totals: 101- -55120-334-55010					132.40	0.00	132.40
02/06/2025	309400	309400	CD	Cintas Corporation	132.40	0.00	132.40
Monthly Totals: 101- -55120-334-55010					132.40	0.00	132.40
03/06/2025	310110	310110	CD	Cintas Corporation	132.40	0.00	132.40
Monthly Totals: 101- -55120-334-55010					132.40	0.00	132.40

Fund: 101 General

Account Number : 101- -55120-335-55010 Animal Shelter - Maintenance And Repair Services-Buildings - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/14/2025	308690	308690	CD	Morgan Bros Electric Inc	192.59	0.00	192.59
Monthly Totals: 101- -55120-335-55010					192.59	0.00	192.59
03/27/2025	310605	310605	CD	City Of Columbia	30.00	0.00	30.00
03/27/2025	310605	City Of Columbia	CD	Void payment number 310605	0.00	30.00	0.00
03/27/2025	310664	310605	CD	City Of Columbia	30.00	0.00	30.00
Monthly Totals: 101- -55120-335-55010					60.00	30.00	30.00

Fund: 101 General

Account Number : 101- -55120-338 Animal Shelter - Maintenance And Repair Services-Vehicles

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/02/2025	308278	308278	CD	Maury Co Central Maintenance	290.34	0.00	290.34

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 12 of 20

Fund: 101 General

Account Number : 101- -55120-338 Animal Shelter - Maintenance And Repair Services-Vehicles

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-338					290.34	0.00	290.34
02/06/2025	309424	309424	CD	Maury Co Central Maintenance	199.41	0.00	199.41
Monthly Totals: 101- -55120-338					199.41	0.00	199.41

Fund: 101 General

Account Number : 101- -55120-348-55010 Animal Shelter - Postal Charges - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/14/2025	308669	308669	CD	FIRST HORIZON BANK	32.00	0.00	32.00
Monthly Totals: 101- -55120-348-55010					32.00	0.00	32.00

Fund: 101 General

Account Number : 101- -55120-355 Animal Shelter - Travel and Meals

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/20/2025	309787	309787	CD	FIRST HORIZON BANK	164.40	0.00	164.40
02/20/2025	309787	309787	CD	FIRST HORIZON BANK	164.40	0.00	328.80
02/20/2025	309787	309787	CD	FIRST HORIZON BANK	164.40	0.00	493.20
Monthly Totals: 101- -55120-355					493.20	0.00	493.20

Fund: 101 General

Account Number : 101- -55120-357-55010 Animal Shelter - Veterinary Services - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/14/2025	308710	308710	CD	Zoetis US, LLC	50.00	0.00	50.00
Monthly Totals: 101- -55120-357-55010					50.00	0.00	50.00
02/06/2025	309444	309444	CD	Tn Dept Of Agriculture	140.00	0.00	140.00
02/06/2025	309444	309444	CD	Tn Dept Of Agriculture	140.00	0.00	280.00
Monthly Totals: 101- -55120-357-55010					280.00	0.00	280.00

Fund: 101 General

Account Number : 101- -55120-357-55012 Animal Shelter - Veterinary Services - Animal Shelter-Spay/Neuter Rev

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 13 of 20

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/02/2025	308298	308298	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	600.00
01/02/2025	308298	308298	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	1,200.00
01/02/2025	308298	308298	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	1,800.00
01/30/2025	309224	309224	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	2,400.00
01/30/2025	309224	309224	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	3,000.00
01/30/2025	309224	309224	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	3,600.00
01/30/2025	309224	309224	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	4,200.00
Monthly Totals: 101- -55120-357-55012					4,200.00	0.00	4,200.00
03/07/2025	310071	310071	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	600.00
03/07/2025	310071	310071	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	1,200.00
03/07/2025	310071	310071	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	1,800.00
03/07/2025	310071	310071	CD	TENNSOUTH VETERINARY SERVICES	52.50	0.00	1,852.50
Monthly Totals: 101- -55120-357-55012					1,852.50	0.00	1,852.50

Fund: 101 General

Account Number : 101- -55120-359

Animal Shelter - Disposal Fees

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/25/2025	310542	310542	CD	Columbia Power & Water Sys	196.00	0.00	196.00
Monthly Totals: 101- -55120-359					196.00	0.00	196.00

Fund: 101 General

Account Number : 101- -55120-359-55010

Animal Shelter - Disposal Fees - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/07/2025	308391	308391	CD	Columbia Power & Water Sys	196.00	0.00	196.00
01/28/2025	308899	308899	CD	Columbia Power & Water Sys	196.00	0.00	392.00
Monthly Totals: 101- -55120-359-55010					392.00	0.00	392.00
02/25/2025	309850	309850	CD	Columbia Power & Water Sys	196.00	0.00	196.00
Monthly Totals: 101- -55120-359-55010					196.00	0.00	196.00

Fund: 101 General

Account Number : 101- -55120-399-55010

Animal Shelter - Other Contracted Services - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
------	---------	-------------	------	-------------------------	--------	---------	---------

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 14 of 20

Fund: 101 General

Account Number : 101- -55120-399-55010

Animal Shelter - Other Contracted Services - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/14/2025	308646	308646	CD	BISHOP LAWN & LANDSCAPE	350.00	0.00	350.00
Monthly Totals: 101- -55120-399-55010					350.00	0.00	350.00

Fund: 101 General

Account Number : 101- -55120-401-55010

Animal Shelter - Animal Food And Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/02/2025	308307	308307	CD	UNITED FARM AND HOME COOPERATIVE	380.00	0.00	380.00
Monthly Totals: 101- -55120-401-55010					380.00	0.00	380.00
02/18/2025	309732	309732	CD	UNITED FARM AND HOME COOPERATIVE	300.00	0.00	300.00
02/20/2025	309787	309787	CD	FIRST HORIZON BANK	164.00	0.00	464.00
02/25/2025	309833	309833	CD	Amazon Capital Services Inc	400.02	0.00	864.02
Monthly Totals: 101- -55120-401-55010					864.02	0.00	864.02
03/20/2025	310518	310518	CD	UNITED FARM AND HOME COOPERATIVE	380.00	0.00	380.00
Monthly Totals: 101- -55120-401-55010					380.00	0.00	380.00

Fund: 101 General

Account Number : 101- -55120-410-55010

Animal Shelter - Custodial Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/02/2025	308234	308234	CD	Amazon Capital Services Inc	230.11	0.00	230.11
01/23/2025	308820	308820	CD	Amazon Capital Services Inc	28.68	0.00	258.79
01/23/2025	308820	308820	CD	Amazon Capital Services Inc	310.21	0.00	569.00
Monthly Totals: 101- -55120-410-55010					569.00	0.00	569.00
03/20/2025	310479	310479	CD	Amazon Capital Services Inc	461.60	0.00	461.60
03/27/2025	310632	310632	CD	Midwest Veterinary Supply, Inc	162.71	0.00	624.31
03/27/2025	310632	Midwest Veterinary Supply,	CD	Void payment number 310632	0.00	162.71	461.60
03/27/2025	310691	310632	CD	Midwest Veterinary Supply, Inc	162.71	0.00	624.31
Monthly Totals: 101- -55120-410-55010					787.02	162.71	624.31

Fund: 101 General

Account Number : 101- -55120-413-14008

Animal Shelter - Drugs And Medical Supplies - Comm Found of Mid TN -

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 15 of 20

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/11/2025	309564	309564	CD	Midwest Veterinary Supply, Inc	877.08	0.00	877.08
Monthly Totals: 101- -55120-413-14008					877.08	0.00	877.08

Fund: 101 General

Account Number : 101- -55120-413-14009

Animal Shelter - Drugs And Medical Supplies - Comm Found of Mid TN -

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/21/2025	308788	308788	CD	Midwest Veterinary Supply, Inc	1,030.70	0.00	1,030.70
01/21/2025	308788	308788	CD	Midwest Veterinary Supply, Inc	417.39	0.00	1,448.09
01/21/2025	308797	308797	CD	Zoetis US, LLC	686.10	0.00	2,134.19
Monthly Totals: 101- -55120-413-14009					2,134.19	0.00	2,134.19
02/27/2025	309935	309935	CD	Midwest Veterinary Supply, Inc	100.92	0.00	100.92
02/27/2025	309935	309935	CD	Midwest Veterinary Supply, Inc	1,283.36	0.00	1,384.28
02/27/2025	309952	309952	CD	Zoetis US, LLC	1,149.90	0.00	2,534.18
Monthly Totals: 101- -55120-413-14009					2,534.18	0.00	2,534.18
03/07/2025	310084	310084	CD	Zoetis US, LLC	310.81	0.00	310.81
Monthly Totals: 101- -55120-413-14009					310.81	0.00	310.81

Fund: 101 General

Account Number : 101- -55120-413-14010

Animal Shelter - Drugs And Medical Supplies - Bissell Empty the

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/27/2025	309951	309951	CD	Wedgewood Village Pharmacy Inc	69.00	0.00	69.00
Monthly Totals: 101- -55120-413-14010					69.00	0.00	69.00
03/07/2025	310036	310036	CD	IDEXX DISTRIBUTION INC	220.22	0.00	220.22
03/07/2025	310050	310050	CD	Midwest Veterinary Supply, Inc	313.17	0.00	533.39
03/07/2025	310050	310050	CD	Midwest Veterinary Supply, Inc	446.93	0.00	980.32
03/07/2025	310084	310084	CD	Zoetis US, LLC	163.70	0.00	1,144.02
03/11/2025	310218	310218	CD	COVETRUS NORTH AMERICA	94.26	0.00	1,238.28
03/11/2025	310218	310218	CD	COVETRUS NORTH AMERICA	95.38	0.00	1,333.66
03/11/2025	310272	310272	CD	Wedgewood Village Pharmacy Inc	290.00	0.00	1,623.66
03/12/2025	310272	Wedgewood Village	CD	Void payment number 310272	0.00	290.00	1,333.66
03/12/2025	310280	310280	CD	Wedgewood Village Pharmacy Inc	290.00	0.00	1,623.66
03/20/2025	310507	310507	CD	Midwest Veterinary Supply, Inc	123.73	0.00	1,747.39

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 16 of 20

Fund: 101 General

Account Number : 101- -55120-413-14010

Animal Shelter - Drugs And Medical Supplies - Bissell Empty the

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/20/2025	310507	310507	CD	Midwest Veterinary Supply, Inc	142.22	0.00	1,889.61
03/20/2025	310507	310507	CD	Midwest Veterinary Supply, Inc	991.51	0.00	2,881.12
03/20/2025	310507	310507	CD	Midwest Veterinary Supply, Inc	179.25	0.00	3,060.37
03/20/2025	310523	310523	CD	Wedgewood Village Pharmacy Inc	542.50	0.00	3,602.87
03/20/2025	310524	310524	CD	Zoetis US, LLC	1,393.74	0.00	4,996.61
03/27/2025	310618	IDEXX DISTRIBUTION INC	CD	Void payment number 310618	0.00	343.20	4,653.41
03/27/2025	310618	310618	CD	IDEXX DISTRIBUTION INC	343.20	0.00	4,996.61
03/27/2025	310632	Midwest Veterinary Supply,	CD	Void payment number 310632	0.00	201.24	4,795.37
03/27/2025	310632	310632	CD	Midwest Veterinary Supply, Inc	201.24	0.00	4,996.61
03/27/2025	310653	310653	CD	Zoetis US, LLC	1,587.79	0.00	6,584.40
03/27/2025	310653	Zoetis US, LLC	CD	Void payment number 310653	0.00	1,587.79	4,996.61
03/27/2025	310677	310618	CD	IDEXX DISTRIBUTION INC	343.20	0.00	5,339.81
03/27/2025	310691	310632	CD	Midwest Veterinary Supply, Inc	201.24	0.00	5,541.05
03/27/2025	310712	310653	CD	Zoetis US, LLC	1,587.79	0.00	7,128.84
Monthly Totals: 101- -55120-413-14010					9,551.07	2,422.23	7,128.84

Fund: 101 General

Account Number : 101- -55120-413-55010

Animal Shelter - Drugs And Medical Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/02/2025	308279	308279	CD	Maury Co Veterinary Hospital	157.98	0.00	157.98
01/02/2025	308284	308284	CD	Midwest Veterinary Supply, Inc	35.83	0.00	193.81
01/02/2025	308284	308284	CD	Midwest Veterinary Supply, Inc	861.63	0.00	1,055.44
01/02/2025	308310	308310	CD	Zoetis US, LLC	359.85	0.00	1,415.29
01/14/2025	308689	308689	CD	Midwest Veterinary Supply, Inc	484.23	0.00	1,899.52
01/14/2025	308707	308707	CD	Wedgewood Village Pharmacy Inc	532.50	0.00	2,432.02
01/14/2025	308707	308707	CD	Wedgewood Village Pharmacy Inc	67.50	0.00	2,499.52
01/14/2025	308710	308710	CD	Zoetis US, LLC	609.47	0.00	3,108.99
Monthly Totals: 101- -55120-413-55010					3,108.99	0.00	3,108.99
02/11/2025	309534	309534	CD	COVETRUS NORTH AMERICA	138.69	0.00	138.69
02/11/2025	309564	309564	CD	Midwest Veterinary Supply, Inc	383.51	0.00	522.20
02/11/2025	309564	309564	CD	Midwest Veterinary Supply, Inc	216.49	0.00	738.69

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 17 of 20

Fund: 101 General

Account Number : 101- -55120-413-55010

Animal Shelter - Drugs And Medical Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/11/2025	309589	309589	CD	Zoetis US, LLC	1,498.50	0.00	2,237.19
02/19/2025	306888	ELANCO US INC.	CD	Void payment number 306888	0.00	660.00	1,577.19
02/20/2025	309779	309779	CD	ELANCO US INC.	660.00	0.00	2,237.19
02/25/2025	309871	309871	CD	Midwest Veterinary Supply, Inc	1,039.31	0.00	3,276.50
02/25/2025	309903	309903	CD	Zoetis US, LLC	1,149.90	0.00	4,426.40
Monthly Totals: 101- -55120-413-55010					5,086.40	660.00	4,426.40
03/07/2025	310003	310003	CD	Airgas Usa, Llc	330.47	0.00	330.47
03/11/2025	310189	310189	CD	Airgas Usa, Llc	42.80	0.00	373.27
Monthly Totals: 101- -55120-413-55010					373.27	0.00	373.27

Fund: 101 General

Account Number : 101- -55120-415-55010

Animal Shelter - Electricity - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/07/2025	308391	308391	CD	Columbia Power & Water Sys	1,666.73	0.00	1,666.73
01/28/2025	308899	308899	CD	Columbia Power & Water Sys	1,870.36	0.00	3,537.09
Monthly Totals: 101- -55120-415-55010					3,537.09	0.00	3,537.09
02/25/2025	309850	309850	CD	Columbia Power & Water Sys	1,908.73	0.00	1,908.73
Monthly Totals: 101- -55120-415-55010					1,908.73	0.00	1,908.73
03/25/2025	310542	310542	CD	Columbia Power & Water Sys	1,594.57	0.00	1,594.57
Monthly Totals: 101- -55120-415-55010					1,594.57	0.00	1,594.57

Fund: 101 General

Account Number : 101- -55120-425

Animal Shelter - Gasoline

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/02/2025	308278	308278	CD	Maury Co Central Maintenance	667.21	0.00	667.21
Monthly Totals: 101- -55120-425					667.21	0.00	667.21
02/06/2025	309424	309424	CD	Maury Co Central Maintenance	557.15	0.00	557.15
Monthly Totals: 101- -55120-425					557.15	0.00	557.15
03/07/2025	310046	310046	CD	Maury Co Central Maintenance	525.18	0.00	525.18

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 18 of 20

Fund: 101 General

Account Number : 101- -55120-425 Animal Shelter - Gasoline

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-425					525.18	0.00	525.18

Fund: 101 General

Account Number : 101- -55120-425-55010 Animal Shelter - Gasoline - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/11/2025	310236	310236	CD	Maury Co Highway Dept	1,348.80	0.00	1,348.80
Monthly Totals: 101- -55120-425-55010					1,348.80	0.00	1,348.80

Fund: 101 General

Account Number : 101- -55120-434-55010 Animal Shelter - Natural Gas - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/14/2025	308640	308640	CD	AMERIGAS PROPANE LP	1,495.64	0.00	1,495.64
Monthly Totals: 101- -55120-434-55010					1,495.64	0.00	1,495.64
02/18/2025	309678	309678	CD	AMERIGAS PROPANE LP	2,920.06	0.00	2,920.06
Monthly Totals: 101- -55120-434-55010					2,920.06	0.00	2,920.06

Fund: 101 General

Account Number : 101- -55120-435-55010 Animal Shelter - Office Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/02/2025	308234	308234	CD	Amazon Capital Services Inc	211.00	0.00	211.00
01/30/2025	309196	309196	CD	Amazon Capital Services Inc	350.00	0.00	561.00
Monthly Totals: 101- -55120-435-55010					561.00	0.00	561.00
03/06/2025	310098	310098	CD	Amazon Capital Services Inc	641.82	0.00	641.82
Monthly Totals: 101- -55120-435-55010					641.82	0.00	641.82

Fund: 101 General

Account Number : 101- -55120-451 Animal Shelter - Uniforms

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/02/2025	308234	308234	CD	Amazon Capital Services Inc	142.00	0.00	142.00

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 19 of 20

Fund: 101 General

Account Number : 101- -55120-451

Animal Shelter - Uniforms

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/16/2025	308721	308721	CD	GALLS, LLC	296.79	0.00	438.79
Monthly Totals: 101- -55120-451					438.79	0.00	438.79
03/06/2025	310098	310098	CD	Amazon Capital Services Inc	130.00	0.00	130.00
Monthly Totals: 101- -55120-451					130.00	0.00	130.00

Fund: 101 General

Account Number : 101- -55120-454-55010

Animal Shelter - Water And Sewer - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/07/2025	308391	308391	CD	Columbia Power & Water Sys	1,082.01	0.00	1,082.01
01/28/2025	308899	308899	CD	Columbia Power & Water Sys	1,148.99	0.00	2,231.00
Monthly Totals: 101- -55120-454-55010					2,231.00	0.00	2,231.00
02/25/2025	309850	309850	CD	Columbia Power & Water Sys	1,093.29	0.00	1,093.29
Monthly Totals: 101- -55120-454-55010					1,093.29	0.00	1,093.29
03/25/2025	310542	310542	CD	Columbia Power & Water Sys	1,034.32	0.00	1,034.32
Monthly Totals: 101- -55120-454-55010					1,034.32	0.00	1,034.32

Fund: 101 General

Account Number : 101- -55120-499-55010

Animal Shelter - Other Supplies And Materials - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/30/2025	309196	309196	CD	Amazon Capital Services Inc	67.37	0.00	67.37
01/30/2025	309196	309196	CD	Amazon Capital Services Inc	415.08	0.00	482.45
Monthly Totals: 101- -55120-499-55010					482.45	0.00	482.45
02/18/2025	309676	309676	CD	Amazon Capital Services Inc	410.00	0.00	410.00
Monthly Totals: 101- -55120-499-55010					410.00	0.00	410.00

Fund: 101 General

Account Number : 101- -55120-524-55010

Animal Shelter - Training, In-Service, Staff Development - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/20/2025	309787	309787	CD	FIRST HORIZON BANK	335.00	0.00	335.00

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2025 - March 2025

User:
Date/Time:

Abby Chapman
4/29/2025 11:03 AM
Page 20 of 20

Fund: 101 General

Account Number : 101- -55120-524-55010 Animal Shelter - Training, In-Service, Staff Development - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/20/2025	309787	309787	CD	FIRST HORIZON BANK	335.00	0.00	670.00
02/20/2025	309787	309787	CD	FIRST HORIZON BANK	335.00	0.00	1,005.00
Monthly Totals: 101- -55120-524-55010					1,005.00	0.00	1,005.00

Fund: 101 General

Account Number : 101- -55120-711-55010 Animal Shelter - Furniture And Fixtures - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/13/2025	310289	310289	CD	Amazon Capital Services Inc	1,511.73	0.00	1,511.73
Monthly Totals: 101- -55120-711-55010					1,511.73	0.00	1,511.73

Fund: 101 General

Account Number : 101- -55120-790-55010 Animal Shelter - Other Equipment - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/02/2025	308234	308234	CD	Amazon Capital Services Inc	216.49	0.00	216.49
Monthly Totals: 101- -55120-790-55010					216.49	0.00	216.49
02/18/2025	309676	309676	CD	Amazon Capital Services Inc	484.97	0.00	484.97
Monthly Totals: 101- -55120-790-55010					484.97	0.00	484.97

Fund Totals:	101	224,818.93	4,157.15
--------------	-----	------------	----------

Morgan Brothers Electric, Inc.

606 North Main Street
Columbia, TN 38401
931-388-4862
MBE38401@yahoo.com

Invoice

23

**BILL TO**

Maury County Courthouse
ATTN: Budget Office
One Courthouse Square
Columbia, TN 38401

SHIP TO

Maury County
Courthouse/Animal Shelter
1233 Mapleash Ave
Columbia, TN 38401

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
189394	02/12/2025	\$1,332.31	03/14/2025	5%15 days(Cash&Ch ecks) Net 30	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
02/07/2025	Plumbing, 1 lead or 1 lead with helper, per hour - CWM/EM	8	94.00	752.00
	Technician Notes: 2/06/2025 - 5.5 hours - Replaced outside hydrant - Started running gas line			
	2/07/2025 - 2.5 hours - Finished roughing in gas pipe for dryer			
	1/2 X 3 Black pipe nipple	1	4.39	4.39T
	1/2 Black pipe plug	1	3.48	3.48T
	1/2 X 3.5 Black pipe nipple	1	4.56	4.56T
	1/2 Black pipe cap	1	6.55	6.55T
	Galv hanger tape	1	14.17	14.17T
	MNPT Brass Male Adapter	1	9.33	9.33T
	Pex elbow	1	10.21	10.21T
	Black iron square elbow	6	9.92	59.52T
	10' black pipe	1	37.85	37.85T
	Blue pex pipe	1	13.58	13.58T
	Pex sleeve	4	0.55	2.20T
	4" Wall hydrant	1	391.27	391.27T
	Freight	1	23.20	23.20
	PROMPT PAY DISCOUNT for CASH OR CHECKS ONLY			

OK TO PAY

STOWNSEND (NAME)

2/19/25 (DATE)

60V-14886

Any past due account is subject to 1-1/2% per month interest charge. Client is responsible for any collection costs or attorney fees.

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	(NO discount for credit card payments) Prompt Pay Discount: You may deduct \$66.62 from your invoice if the payment will be received at Morgan Brothers Electric, Inc. on or before February 27, 2025			

We accept Cash, Checks, VISA, MasterCard, Discover and American Express

Any past due account is subject to 1-1/2% per month interest charge. Client is responsible for any collection costs or attorney fees.

SUBTOTAL	1,332.31
TAX	0.00
TOTAL	1,332.31
BALANCE DUE	\$1,332.31

1332.31
- 66.62 discount
\$1265.69

ck# 309800

THANK YOU FOR SHOPPING AT
COLUMBIA HARDWARE LLC
112 E JAMES CAMPBELL BLVD STE D
COLUMBIA, TN 38401
ACECOLUMBIA.COM
(931) 388-1272

63

02/21/25 8:57AM BKJ 553 SALE

7039319	1	EA	7.99	EA	N
JERSY WRK GLVS RUBER GRP					7.99
43795	1	EA	2.39	EA	N
WASHER SJ AST FOLY CARD					2.39
4165189	1	EA	21.99	EA	N
SINK STRNR 4-1/4" CHR					21.99

SUB-TOTAL:\$ 32.37 TAX: \$.00
TOTAL: \$ 32.37
CHARGE AMT: 32.37



==> JRNL# D37506 INV#214411
CUST NO: 7510
ACE REWARDS ID # 19801086722

Customer Copy

ok to pay
Robin Walker

Name : X
ROBIN WALKER
Acct: MAURY COUNTY COURTHOUSE *
PD#: GOV-13795

Tell us about your experience
today and Enter to win a \$500
gift card!

To participate
* Visit: TalkTo.AceHardware.com
or text HELPFUL to 223439

* This survey invitation is
valid for 72 hours

* Store # 17826
* Survey approximately 5 mins

No purchase necessary.
Must be 18 or older to
enter sweepstakes. Void
where prohibited. See rules
at: TalkTo.AceHardware.com

CR 309915

Q3



United Mechanical & Electrical, Inc.

P O Box 721
Dickson, TN 37056

Invoice

Date	Invoice #
2/26/2025	62502066

Phone: 615-446-9369 Fax: 615-446-7913

Bill To
Maury County Animal Shelter 1233 Mapleash Avenue Columbia, TN 38401

Ship To

P.O. No.	Terms	Project
	Net 30	240441 MCAS PM 7/1/24-6/30/25

Description	Cont Amt	Prior Amt	Total %	Amount
Preventative Maintenance Agreement 7/1/24 - 6/30/25	3,300.00	825.00	50.00%	825.00
OK TO PAY <u>Ronnie Bates</u> (NAME) <u>2/27/25</u> (DATE) G0013049				

CK 309949

Total	\$825.00
Payments/Credits	\$0.00
Balance Due	\$825.00

THIS NOTICE IS GIVEN PURSUANT TO THE TENNESSEE PROMPT PAY ACT, TENNESSEE CODE ANNOTATED 66-34-601, ET.SEQ. Pursuant to the Tennessee Prompt Pay Act you have ten (10) calendar days after receipt of this notice to make payment. Any payment not made in accordance with this Act shall accrue interest, from the date due until the date paid, at the rate of interest of 10% per annum. Further if payment is not made with ten (10) calendar days of the receipt of this notice, we may, in addition to all the other remedies available at law or in equity, sue for equitable relief, including injunctive relief, for continuing violations of this chapter, in the chancery court of the county in which the real property is located. Your failure to make the only payment due may be considered to be a continuing violation under this chapter. Furthermore we may be awarded reasonable attorney's fees pursuant to the Tennessee Prompt Payment Act.

Authorized Signature

** SHIP TICKET **

INLINE COLUMBIA TN
2307 CAMPBELL PARK DRIVE
COLUMBIA, TN 38401
931-223-1314 Fax 931-223-1318

Order #: S6063528.001
P/O # : GOV 11758
Printed: 09:18:16 28 FEB 2025
Page # : 1 of 1

Q3

Sold To:
MAURY COUNTY GOVNMNT BUILDING MAINT
1 PUBLIC SQUARE STE 200
COLUMBIA, TN 38401

Ship To:
MAURY COUNTY GOVNMNT BUILDING MAINT
1 PUBLIC SQUARE STE 200
COLUMBIA, TN 38401

Ordered by DOUG	Order Date 02/28/25	Ship Date 02/28/25	Ship Via PU PICK UP	Warehouse Shp 19 Prc 19	
Writer Jarrett Rainey	Salesperson COLUMBIA TN	Release #	Freight Allowed No		
Ordered 1	Shipped 1	Product Description T&B BU302U20 DP CONTACTOR 2P 30A 120V COIL	LOC H304	Net Prc 17.92/ea	Ext Pr 17.92

Animal Shelter
4 1/2 hours labor

SUBTOTAL 17.92
Total Amount 17.92

CR 310228

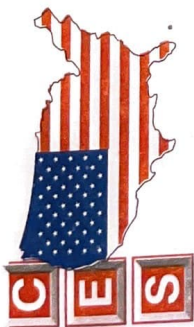
Filled by _____ Checked by _____ Pieces _____
Customer Signature: _____ Date: ____/____/____



S6063528.001



B063528



CITY ELECTRIC SUPPLY

C.E.S. (Columbia IN)
119 Nashville Hwy Ste 90,
Columbia, IN, 38401.

Phone: 931-451-0641
Fax: 931-549-2271
Email: Columbia0603@citvelectricsupply.com

BUILDING MAINTNANCE DEPT.-EX
1 PUBLIC SQUARE
COLUMBIA
38401

Delivery Details:
doug

PACKING SLIP

CBA/074157

Date: 27 Feb 2025

Page 1/1

Entered by: Justin Grooms

Account: 06030111001

Order Number: 60V-11814

Qty	Item	Description	Price Per	\$ Goods
1	NSI 2129A	1/2" ALUH STEM 120/208V-277V 2000W	53.52 E	53.52

Animal Shelter (Doug)
plus- 1 hour (Doug)

Print Name:

Signature:

Accepted: *[Signature]*
THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR.
GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, WHICH ARE AVAILABLE UPON REQUEST.

Goods Total: \$53.52
Tax Total: \$0.00
Total: \$53.52

MP/01

Abby Chapman

From: Suzanne Townsend
Sent: Wednesday, March 19, 2025 7:36 AM
To: Abby Chapman
Subject: Animal Shelter receipts
Attachments: Animal Shelter.pdf

23

Hey Abby,

Here are 2 receipts for Animal Shelter

1. \$ 7.99
2. \$21.58 the one for \$30.76 is where they returned some items from original purchase of \$52.34

Suzanne Townsend

Administrative Assistant
Maury County Building Maintenance
110 E. 6th St
Columbia, TN 38401
931-375-4110

THANK YOU FOR SHOPPING AT
COLUMBIA HARDWARE LLC
112 E JAMES CAMPBELL BLVD STE D
COLUMBIA, TN 38401
ACECOLUMBIA.COM
(931) 388-1272

THANK YOU FOR SHOPPING AT
COLUMBIA HARDWARE LLC
112 E JAMES CAMPBELL BLVD STE D
COLUMBIA, TN 38401
ACECOLUMBIA.COM
(931) 388-1272

60V-15011

THANK YOU FOR SHOPPING AT
COLUMBIA HARDWARE LLC
112 E JAMES CAMPBELL BLVD STE D
COLUMBIA, TN 38401
ACECOLUMBIA.COM
(931) 388-1272

10:12AM ECB 553 SALE

1 EA 7.99 EA N
DWV X4 SCH40HXH 7.99

7.99 TAX: \$.00
TOTAL: \$ 7.99

7.99



L# D42774 INV#214781
UST NO: 7510
CE REWARDS ID # 19801086722

Customer Copy

Animal Shelter

OK to pay
S Townsend

IMAS
MAURY COUNTY COURTHOUSE *
1-13795

is about your experience
and Enter to win a \$500
card!

ticipate
TalkTo.AceHardware.com
HELPFUL to 223439

survey invitation is
for 72 hours

1782E
y approximately 5 mins

urchase necessary.
be 18 or older to
sweepstakes. Void
prohibited. See rules
alkTo.AceHardware.com

03/17/25 10:01AM ECB 553 SALE

44665 1 EA 8.59 EA N
PLUG CLEANOUT F/C DWV 4" 8.59
47888 1 EA 4.59 EA N
COUPLE PVC S&D 4" HXH 4.59
44383 1 EA 12.99 EA N
ADAPTER PVC DWV 4" HXFPT 12.99
44665 1 EA 8.59 EA N
PLUG CLEANOUT F/C DWV 4" 8.59
44383 1 EA 12.99 EA N
ADAPTER PVC DWV 4" HXFPT 12.99
47888 1 EA 4.59 EA N
COUPLE PVC S&D 4" HXH 4.59

SUB-TOTAL: \$ 52.34 TAX: \$.00
TOTAL: \$ 52.34

CHARGE AMT: 52.34



21.58

==> JRNL# D42769 INV#214730
CUST NO: 7510
ACE REWARDS ID # 19801086722

Customer Copy

Animal Shelter

S Townsend

Name : X
JEFF THOMAS
Acct: MAURY COUNTY COURTHOUSE *
PO#: GOV-13795

Tell us about your experience
today and Enter to win a \$500
gift card!

To participate
* Visit: TalkTo.AceHardware.com
or text HELPFUL to 223439

* This survey invitation is
valid for 72 hours

* Store # 1782E
* Survey approximately 5 mins

No purchase necessary.
Must be 18 or older to
enter sweepstakes. Void
where prohibited. See rules
at: TalkTo.AceHardware.com

03/18/25 10:06AM RLD 552 SALE

44665 -1 EA 8.59 EA NR
PLUG CLEANOUT PVC DWV 4" -8.59
Jr1g: 214780/1 03/17/25 TX:
47888 -1 EA 4.59 EA NR
COUPLE PVC S&D 4" HXH -4.59
Jr1g: 214780/1 03/17/25 TX:
44383 -1 EA 12.99 EA NR
ADAPTER PVC DWV 4" HXFPT -12.99
Jr1g: 214780/1 03/17/25 TX:
47888 -1 EA 4.59 EA NR
COUPLE PVC S&D 4" HXH -4.59
Jr1g: 214780/1 03/17/25 TX:

SUB-TOTAL: \$ -30.76 TAX: \$.00
TOTAL: \$ -30.76

CHARGE AMT: -30.76



==> JRNL# D43065 INV#214807
CUST NO: 7510
ACE REWARDS ID # 19801086722

Customer Copy

OK to pay
S Townsend

Name : X
JEFF THOMAS
Acct: MAURY COUNTY COURTHOUSE *
PO#: GOV-13795



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Tara Smith, Benefits Administrator, tferry@columbiatn.gov, (931) 560-1572

AGENDA ITEM TITLE: APPROVE THE CITY OF COLUMBIA'S STOP LOSS GROUP MEDICAL INSURANCE PREMIUM WITH SUN LIFE FINANCIAL WITH AN INDIVIDUAL SPECIFIC DEDUCTIBLE OF \$150,000 AND AN AGGREGATING SPECIFIC DEDUCTIBLE OF \$125,000 EFFECTIVE JULY 1, 2025 AND AUTHORIZE THE MAYOR TO SIGN ANY NECESSARY DOCUMENTS

RECOMMENDATION: Approve.

INFORMATION: To ensure we are receiving the most competitive rates and the best possible service for our eligible employees; Sherrill Morgan does a request for proposals for stop loss coverage. This plan year our health plan experienced higher claimants than in the previous plan year. The renewal rates for the year beginning July 1, 2025 have been kept at the same premium as the year prior by Sun Life.

Sun Life continues to guarantee against any of our employees being subject to an individual laser and that we will not receive an increase above 50%. With this guarantee, the decision was made to stay with Sun Life for the stop loss.

BlueCross BlueShield of Tennessee gave has not increased on our administrative fees; for the 25-26 plan year they will be \$55.22 per employee per month. The administrative fee for dental remained at \$4.46 per employee per month.

In an effort to improve employee awareness of their current health condition(s), the City will continue the tobacco and HRA/biometric requirements. These requirements do not apply to those employees who are not on the group medical plan and receive the "in lieu of insurance" amount of \$1,700 annually.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are available and unencumbered in the Insurance Fund.

ATTACHMENTS: 1 Staff Report for Sun Life, 2 Unsigned Sun Life Proposal, 3 Rate Sheet Medical ,4 Rate Sheet Dental



Renewal options

To accept the renewal proposal, please do the following:

- At the bottom of this page, select a renewal option and sign where indicated.
- Email, fax, or mail this page to me by June 1, 2025, in order to avoid a lapse in coverage.

Policyholder name: City of Columbia
Policyholder Address: 700 N Garden St
Columbia, TN 38401
Situs State: TN
Renewal Eff. Date: July 1, 2025

Account number: 913256
Renewal status: Open
TPA Name: BLUE CROSS/BLUE SHIELD OF TN
PPO Name: BCBS Tenn-Chatt/Memphis

Current and renewal rate summary

Tier	Employees
Single	242
Family	188
Total	430

Specific Stop-Loss policy details and renewal options

Plan thresholds	Current	Renewal option 1	Renewal option 2	Renewal option 3
Individual Specific deductible	\$150,000	\$150,000	\$165,000	\$175,000
Aggregating Specific deductible	\$125,000	\$125,000	\$125,000	\$125,000
Annual maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited	Unlimited
Claims basis	PAID	PAID	PAID	PAID
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Single	\$62.11	\$62.11	\$57.10	\$52.89
Family	\$132.05	\$132.05	\$121.40	\$112.44
Total monthly premium	\$39,856.02	\$39,856.02	\$36,641.40	\$33,938.10
Renewal rate action as a % increase to current monthly premium		0.0%	-8.1%	-14.8%

Total estimated annual plan costs

Total costs	Current	Renewal option 1	Renewal option 2	Renewal option 3
Total annual premium	\$478,272.24	\$478,272.24	\$439,696.80	\$407,257.20
Total estimated self-funded plan costs	\$478,272.24	\$478,272.24	\$439,696.80	\$407,257.20
Renewal rate action as a % increase to total estimated annual plan cost.		0.0%	-8.1%	-14.8%

Select renewal option

X

Please indicate the renewal option you have selected by initialing one of the three boxes above. The premium rates agreed upon as part of the renewal will be effective on the Policy Renewal Effective Date. Your signature on the renewal proposal constitutes your acceptance of the terms, conditions, assumptions and contingencies set forth in it.

Please acknowledge your acceptance of the renewal proposal, which includes all pages of the proposal, by signing below and returning the signed page to Joel Albright.

Policyholder Signature: _____

Date: _____

Printed Name: _____

Printed Title: _____

Proposal for City of Columbia

GSLOT-2551, SLPC 24342 05/21 (exp. 05/23)

Approved as to Legal Form:

Jake Hubbell, City Attorney

Renewal options, continued

May 13, 2025

Policyholder name: City of Columbia
Account number: 913256
Renewal status: Open
Renewal Eff. Date: July 1, 2025

Specific Stop-Loss coverage

The following options and programs are included in your policy:

- **No New Laser Gene Therapy Enhancement:**

With this enhancement, we will not add a new laser, modify or increase the amount of an existing laser that was previously set for another treatment or condition, directly related to the cost of a gene therapy drug. We will continue to employ strategies to mitigate the impact of high-cost gene therapy claims, ensuring renewal stability.

A gene therapy drug is a prescribed treatment that modifies a person's genes to treat or cure disease.

Gene therapy drugs must be designated as a gene therapy and FDA approved.

Existing individual Specific Benefit Deductibles applied to a specific Covered Person due to the member's underlying condition or other reasons will apply.

[View our Notice of Enhanced Business Practice here.](#)

- **No New Lasers at Renewal option with Renewal Rate Cap of 50%**

This option prevents new lasers from being added to the new policy if it renews. The rate cap applies to Specific Benefit rates and the Aggregating Specific deductible (if applicable), and it assumes there are no material changes to the underlying plan, the Sun Life Stop-Loss policy, or the covered group.

- **Advance Funding option**

This option enhances the cash flow of your self-funded plan by advancing the stop-loss funds to you or your administrator up front, before you pay the provider.

- **Retiree coverage**

- **Rx Standard Service**

With this service, once your prescription-drug claims reporting is received, Sun Life will combine the prescription-drug claims data with any medical claims data we have received at an individual-covered-person level to determine total eligible expenses. Based upon the information provided, your PBM vendor is ProCare Rx. You remain responsible for ensuring that prescription drug claims are submitted to us, either by you or by someone acting on your behalf.

- **SunEliteSM medical document review service**

SunElite is a medical plan document review service for Sun Life Stop-Loss clients. Your custom SunElite report will analyze the plan's cost-containment, federal law compliance and discretionary authority.

- **Sun Life Clinical 360**

Sun Life Clinical 360 is a program utilizing clinical experts who act as a second set of eyes, reviewing claim data to identify cost savings and care optimization opportunities.

This program is automatically included for all Sun Life Stop-Loss clients.

The following are not included in your policy:

- **Terminal Liability option**
- **Experience Rating Refund**

Producer commissions

Sun Life pays the following commission percent to the Stop-Loss producer: 0.0%.

Specific Benefit Stop-Loss renewal acceptance

Acceptance of your Specific Benefit Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over \$75,000 with diagnosis/prognosis for the period of July 1, 2024, through March 31, 2025, with accompanying required information. For large claims, the required information includes paid claims, pending claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates.

Sun Life will not reimburse for claims expenses incurred outside the Policy Year parameters.

General coverage

- **Captive coverage**

Any Stop Loss policy issued to a policyholder that is part of a captive program, is excluded from any and all Sun Life incentive, bonus or override programs.

- **Affordable Care Act accommodations**

This renewal proposal represents Sun Life's efforts to work with you to meet your requirements under the Affordable Care Act (ACA), including, but not limited to, the dependent age provisions of the ACA. It is the self-funded medical plan's responsibility to keep its census data up to date at all times. If the plan inadvertently does not remove a terminated participant, Sun Life may deny any claims from the participant. However, in that situation, the self-funded medical plan is responsible for the claim.

Disclosures

1. Sun Life 2023 book of business data.
2. For complete financial ratings, visit www.sunlife.com/financialratings.
3. Sun Life renewal statistics data from 2021 to 2023.
4. Health Research Institute Medical Trend "Behind The Numbers" report 2023.

Producer licensing

All Sun Life companies require producers using insurance quotes we issue for the purpose of soliciting, selling, or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sales or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person, by telephone, by email, by fax, or otherwise.

Producer compensation

We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from Sun Life companies. All Sun Life companies may pay the selling broker, agency, or third party administrator for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business.

For New York situs business, we may pay reduced compensation where fewer services are offered and increased compensation where more services are provided. Producers must comply with the specific compensation disclosure requirements of New York Regulation 194.

Plan and rates

This renewal proposal is based on the employee census information that was provided. Acceptance of the group and final rates will be determined by the Sun Life home office in the United States based on actual enrollment and case experience, if required. Terms and conditions of any coverage under the policy will be determined by all necessary final data and by underwriting rules, policy requirements, and policy provisions in effect on the date coverage begins.

Sun Life Companies

The Sun Life group of companies operates under the "Sun Life" name. In the United States and elsewhere, insurance products are offered by members of the Sun Life group of companies that are insurance companies.

Currently, group underwriting companies include Sun Life and Health Insurance Company (U.S.) and Sun Life Assurance Company of Canada. Sun Life Inc., the publicly traded holding company for the Sun Life group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

Group stop-loss insurance policies are underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) in all states, except New York, under Policy Form Series 07-SL REV 7-12 and 22-SL. In New York, group stop-loss insurance policies are underwritten by Sun Life and Health Insurance Company (U.S.) (Lansing, MI) under Policy Form Series 07-NYSL REV 7-12 and 22-NYSL. Product offerings may not be available in all states and may vary depending on state laws and regulations.

Stop-Loss information

The following services are not insurance and carry a separate charge included with the price of coverage: Clinical 360, owned by Sun Life; SunEliteSM, owned by Sun Life with services provided by The Phia Group, LLC.

Information

Issuance of a Stop Loss policy is dependent upon meeting underwriting guidelines and participation requirements.

Sun Life is your best partner for benefits.
Learn more by reaching out to your broker or
Sun Life representative.

MEDICAL ADMINISTRATIVE FEES

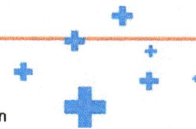
	7/1/25 Fee
Main Administrative Services Fee:	
Admin Fee	\$ 43.80
Medical Main Administrative Services Fee	\$ 43.80
Medical Guaranteed Administrative Services Fee	\$ 43.80
COBRA - Std w/INL	\$ 0.68
Chronic Care Mgmt - Incl Nurseline	\$ 1.98
Advanced Radiological Imaging	\$ 0.58
Genetic Testing	\$ 0.18
Rx Integration Fee	\$ 8.00
Medical Total Administrative Services Fee	\$ 55.22

Shared Savings:

Subrogation Recoveries	29% of Recovery, plus attorney fees
Mass Torts	29% of Recovery, plus attorney fees
Class Action Suit Recoveries	29% of Recovery, plus attorney fees
Claim & Provider Audit Recoveries	29% of Recovery or Prevention
Enhanced Payment Integrity	39% of Recovery or Prevention
COB Recoveries	29% of Recovery
Medical Drug Rebates	100% of Medical Drug Rebates
OON Cost Management Program	15% of Billable Savings

Conditions

1. BlueCross retains the right to adjust the administrative services fee to cover reasonably anticipated cost variations resulting from:
 - a. Changes in the plan, legislation, regulation, or required assessment or tax that changes BlueCross' costs in offering the plan.

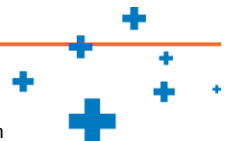


DENTAL ADMINISTRATIVE FEES

	7/1/25
Dental Administrative Services Fee:	Fee
Admin Fee	\$ 4.46
Dental Administrative Services Fee	\$ 4.46
Dental Guaranteed Administrative Services Fee	\$ 4.46
Dental Total Administrative Services Fee	\$ 4.46

Conditions

- BlueCross retains the right to adjust the administrative services fee to cover reasonably anticipated cost variations resulting from:
 - Changes in the plan, legislation, regulation, or required assessment or tax that changes BlueCross' costs in offering the plan.
 - Termination or addition of a subsidiary, operation or class of employees
 - Fluctuation of the actual number of covered employees by +/- 10% by location, state, and/or in aggregate from the 355 contracts that the quote was based on.
- The Administrative Services Fees listed above were based upon a member to subscriber ratio of 2.31. If this member to subscriber ratio changes by +/- 0.05, BlueCross reserves the right to recalculate the Administrative Services Fees.





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kim Dale, Asst. City Recorder, kdale@columbiatn.com, 931-560-1579

AGENDA ITEM TITLE: RECEIVE AND FILE COST OF LIVING ADJUSTMENT (COLA) FOR ELIGIBLE RETIREES OR BENEFICIARIES OF THE CITY OF COLUMBIA EMPLOYEES' RETIREMENT PLAN.

RECOMMENDATION: Approve.

INFORMATION: Each year the cost of living adjustment for eligible retirees or beneficiaries of the City of Columbia Employees' Retirement Plan is forwarded to the Trustees of the City Retirement Plan by the actuarial consultant. The increase of 2.39% of their current retirement benefit is to become effective July 1, 2025 for those retirees or beneficiaries who began receiving benefits on or before July 1, 2024. The City Retirement Plan provides that the cost of living adjustment shall be increased for eligible retirees or beneficiaries each July 1 based on the Consumer Price Index (CPI-U) for all Urban Consumers, not to exceed three (3%) percent. The 2.39% is based on the period from March 31, 2024 to March 31, 2025.

CERTIFICATION:

ATTACHMENTS: Staff Report; Copy of Section 5:09 (Cost of Living Adjustments) of the City of Columbia Employees' Retirement Plan Ordinance No. 3968 amendment adopted January 9, 2024

the annual rate he was receiving from the City at the determination date and that the Social Security Act remains unchanged after the determination date. Provided, however, that the Participant's temporary supplemental retirement benefit shall be reduced on a pro rata basis for each year that his years of Credited Service is less than 25. To receive this temporary supplemental retirement benefit, a Participant must submit a copy of his wage history from the Social Security Administration.

All Employees hired on or after January 1, 2009, shall not be eligible for benefits under this section 5.08.

5.09 Cost of Living Adjustments.

The monthly benefit of any Retired Participant or Beneficiary shall be increased as of each July 1 beginning with the later of (i) the first July 1 coinciding with or following the first anniversary of the date as of which the Retired Participant's monthly benefit payments commenced, and (ii) July 1, 1994. The monthly benefit shall be further increased as of each subsequent July 1 as long as the benefit is payable.

The amount of each annual increase to the monthly benefit shall be a percentage of the monthly benefit immediately preceding the first increase (i.e., the initial benefit amount), such percentage to be equal to the lesser of (i) the annual change in the consumer price index from March 31 of the prior calendar year to March 31 of the current calendar year, and (ii) 3%. The consumer price index to be used for purposes of this adjustment is the Consumer Price Index for All Urban Consumers (CPI-U), not seasonally adjusted, constructed by the U.S. Department of Labor, Bureau of Labor Statistics. However, effective July 1, 2006, the amount of each annual increase to the monthly benefit shall be the same percentage described above, but applied to the monthly benefit currently in effect.

The increases provided by this section 5.09 shall not apply to any temporary supplemental retirement benefit to which a Participant may be entitled pursuant to section 5.08 hereof.

5.10 Rehired Employees.

Effective July 1, 2001, an Employee who had previously terminated his employment with the City and received a refund of his Plan contributions under section 5.06, but who has subsequently returned to the City as an Employee, and is currently participating in the Plan, may request to buy back prior Credited Service. A rehired Employee seeking to buy back prior years Credited Service must file a written application with the City Recorder. Such application must be filed within 12 months from the date the Employee's was rehired as a full-time Employee. An Employee that was rehired prior to July 1, 2001, may buy back his prior years Credited Service if he files a written application with the City Recorder on or before September 6, 2002. The City will not consider any request to buy back Credited Service that do not fall within the time frames specified in this paragraph.

In order to buy back Credited Service an Employee must remit to the Plan a sum of money that is equal to all refunded contributions, plus interest calculated at a rate of 7.5% per year, or any lower rate mandated by applicable usury laws compounded from the date the refund check was issue to a date 30 days after the date the rehired Employee applied to buy back his Credited Service. This sum must be fully remitted to the Trust within 30 days of the rehired Employee's application to buy back Credited Service. No partial payments for such Credited Service will be accepted and the Employee must buy back all prior eligible Credited Service to take advantage of the benefits provided for under this section 5.10.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Ginger Adams, Sr Administrative Assistant to Fire Chief, 931-560-1723, GAdams@columbiatn.gov

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COLUMBIA AND FEDERAL EMERGENCY MANAGEMENT AGENCY INTEGRATED PUBLIC ALERT AND WARNING SYSTEM (IPAWS) PROGRAM MANAGEMENT OFFICE TO PROVIDE THE CITY OF COLUMBIA THE ABILITY TO UTILIZE THE INTEROPERABLE SYSTEM(S) AND IPAWS OPEN PLATFORM FOR EMERGENCY NETWORKS (IPAWS-OPEN) - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: The purpose of the FEMA-IPAWS Agreement is to establish an agreement between the City of Columbia and Federal Emergency Management Agency Integrated Public Alert and Warning Systems (FEMA IPAWS) program regarding the utilization and security of the City of Columbia interoperable system (Hyper-Reach), which interoperates with the IPAWS-OPEN platform for emergency networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS program.

March 2025, the City of Columbia utilized the evergreen clause and renewed their contract with Hyper-Reach for mass notification services. However, the FEMA-IPAWS agreement expires and requires reauthorization.

CERTIFICATION:

ATTACHMENTS: Staff Report; Memorandum of Agreement.

Memorandum of Agreement between the City of Columbia

and the



Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office

Regarding the use of: City of Columbia Interoperable System(s) and IPAWS OPEN Platform for Emergency Networks (IPAWS-OPEN)

Version 4.8

04/08/2025

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of the FEMA Integrated Public and Warning System and the FEMA Disclosure Offices.

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

Document Change History

Version	Date	Author	Description
4.0	06/13/2019	Al Kenyon	Updated COG MOA with stakeholders' input
4.1	06/13/2019	Al Kenyon	Delete CISO and CIO signature blocks per CIO Corrected IPAWS Suite #, Zipcode
4.2	6/20/2019	Gustavo Barbet Jr	Fixed grammatical errors and made minor wording changes throughout document
4.3	9/6/2019	Mark Lucero	Changes to Section 3.0 from paragraph to bullet format
4.4	1/31/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.5	6/30/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.6	10/15/2020	Mark Lucero, Al Kenyon, Justin Singer	Authority Section, Version History Page, and Footer Updates
4.7	5/24/21	Mark Lucero	Update AWS Cloud, IPAWS-OPEN Tech Lead
4.8	4/26/2022	Gustavo Barbet Jr	Updated FEMA CISO POC

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

MEMORANDUM OF AGREEMENT

1.0 SUPERSEDES: TN City of Columbia signed 7/26/2022

2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the City of Columbia hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of City of Columbia Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

3.0 AUTHORITY

This agreement is authorized under the following authorities and regulations:

- Section 706 of 47 U.S.C. 666, The War Powers Act: Provides for Presidential Access to commercial communications during "a state of public peril or disaster or other national emergency"
- Public Law 93-288, The Stafford Act. Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Public Law 114-143, The IPAWS Modernization Act: Enacts to law the policy statement and similar requirements found in Executive Order 14307
- Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Executive Order 13407 of June 26, 2006, Public Alert and Warning System: Established as policy the requirement for the United State to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people
- 47 CFR Part 10, Wireless Emergency Alert (WEA): Provide for alert and warning to devices on wireless carrier networks
- 47 CFR Part 11, Emergency Alert System (EAS): Provide for alert and warning over TV and radio broadcast

4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after-action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).
- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
 - The ability to assign and manage user permissions; and
 - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
 - The provision of vendor support, to include user training, and around the clock technical support; and
 - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
 - The provision of an intuitive user interface, to include help menus; and
 - The ability to notify the user of digital certificate expiration; and
 - The ability to constrain event types and geocodes to user permissions; and
 - The ability to send one alert to multiple channels; and
 - The provision of displays that show required fields based on selected channel; and
 - The ability to pre-populate fields to the greatest extent possible; and
 - The ability to support templates; and
 - The ability to create a polygon or circle, of less than 100 nodes; and

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

- The ability to update or cancel an alert, without having to reenter all of the data; and
- The ability to alert the end user if a software license has expired; and
- Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:
 - The ability to pre-check an alert message for errors, prior to sending; and
 - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and
 - The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
 - The provision of user confirmation of connectivity to IPAWS; and
 - The ability for users to see alert history and/or logs

10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

City of Columbia Official

Name: Charles (Chaz) Molder

Title: Mayor

Federal Emergency Management Agency

IPAWS-OPEN System Owner

Name: Al Kenyon

Title: IPAWS Customer Support Branch Chief

(Signature)

(Date)

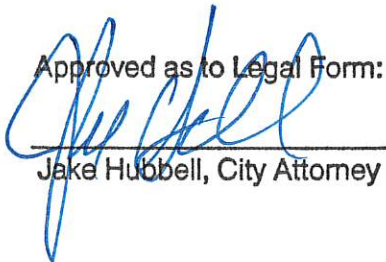
**City of Columbia
1000 S GARDEN ST
COLUMBIA
TN-38401**

(Signature)

(Date)

**Attn: IPAWS-OPEN System Owner, Suite 5NW-0309
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-3153**

Approved as to Legal Form:



Jake Hubbell, City Attorney

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

Appendix A**Listing of Interoperable Systems**

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result, this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	AWS GovCloud (US) East Region, West Region
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

Hyper Reach

Function	Location	Description of data, including sensitivity or classification level
This system will provide emergency alerts disseminated through IPAWS along with providing additional local alerts to residents.	Rochester, NY; New York, NY; Los Angeles, CA; Miami, FL;	Weather related information, imminent threat warnings, missing person identifiers, and other no classified pertinent information to inform residents of threat, disaster, and/or pertinent information for resident safety.

**Add additional tables as needed.*

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: David Brian Ocain

Title: Emergency Manager

Business Email Address: docain@columbiatn.gov

Primary Phone Number: 931-548-9751

Alternate Phone Number:

Organization: City of Columbia

Mailing Address: 1000 South Garden St.

Columbia, TN, 38401

Designated Alternate Point of Contact:

Name: Joey Neal Norman

Title: Asst. Emergency Manager

Business Email Address: jnorman@columbiatn.gov

Primary Phone Number: 931-797-8540

Alternate Phone Number:

Organization: TN City of Columbia

Mailing Address: 1000 South Garden St.

Columbia, TN, 38401

Designated Technical Point of Contact:

Name: Joey Neal Norman

Title: Asst. Emergency Manager

Business Email Address: jnorman@columbiatn.gov

Primary Phone Number: 931-797-8540

Alternate Phone Number:

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

Organization: City of Columbia

Mailing Address: 1000 South Garden St.

Columbia ,TN, 38401

**FEMA: Integrated Public Alert and Warning System
Open Platform for Emergency Networks (IPAWS-OPEN)**

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Charles Armstrong	202-975-8348	charles.armstrong@fema.dhs.gov	Chief Information Officer
Dr. Gregory Edwards	202.374.5392	Gregory.edwards@fema.dhs.gov	Chief Information Security Officer
May Wu	202-212-4735	jian-mei.wu@fema.dhs.gov	IPAWS Systems Engineer
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	IPAWS Information System Security Officer
Cameron Hayes	720-838-1621	cameron.hayes@associates.fema.dhs.gov	IPAWS Developer Lead

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to City of Columbia Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- City of Columbia will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. City of Columbia is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, City of Columbia will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. City of Columbia understands that the use of digital signatures, used on their behalf, is binding and City of Columbia will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS Program.

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
 - Be at least eight characters in length
 - Contain a combination of alphabetic, numeric and special characters
 - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123".
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit "year" string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed login attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.
- Users are required to change their passwords at least once every 90 days.

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
 - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
 - Protect sensitive data sent to or received from IPAWS-OPEN;
 - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
 - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the City of Columbia Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

IPAWS-OPEN is no longer required.

- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (<https://training.fema.gov/is/courseoverview.aspx?code=IS-906>) on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the City of Columbia Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to City of Columbia Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Printed Name (as listed in Appendix B): David Ocain

Signature:

Date:



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Ginger Adams, SR Admin Assistant to Fire Chief; gadams@columbiatn.gov, 931-560-1723

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT IN THE AMOUNT OF \$900 BETWEEN THE CITY OF COLUMBIA AND STATE SYSTEMS, INC. FOR THE MONITORING OF THE FIRE ALARM AT FIRE STATION NO. 1 LOCATED AT 1000 SOUTH GARDEN STREET

RECOMMENDATION: Approve.

INFORMATION: The installation of a fire alarm system was included in the recent remodel of Fire Station 1. Proposals were received for the cellular dialer, programming and monitoring. After careful review and consideration, it was decided to accept State System's bid of \$900 which represents \$600 for annual monitoring and \$300 for a one-time investment for programming and installation of the cell dialer.

CERTIFICATION: The Chief Financial Officer certifies that \$900 is budgeted and unencumbered in Fire-Admin-Other.

ATTACHMENTS: Staff Report, State Systems, Inc Contract.



2212 Denise Dr.
Columbia, TN 38401
Office: (931) 381-2839
Cell: 615-974-8153
E-Mail Address: tmallini@statesystemsinc.com
TN Alarm License # C-1959

May 20, 2025

COLUMBIA FIRE HOUSE – STATION 1
1000 Garden St
Columbia, TN 38401

Fire Alarm QTY	Model	Description
1	NAPCO	CELLULAR DIALER
1		PROGRAMMING
1		1 Year of Cellular Monitoring

PRICE INCLUDES EQUIPMENT, INSTALLATION, AND PROGRAMMING.

Total Investment: \$ 900.00

(PRICE INCLUDES APPLICABLE TAXES)

Equipment, Programming, and Monitoring

Fire alarm monitoring via cellular dialer is an annual investment of \$600

- The above Pricing INCLUDES:
 - Equipment listed above and Programming of listed equipment

One-Time Investment - \$300

Programming and Installation of the cell dialer

WARRANTIES: It is State Systems' intention to have every article it sells give complete satisfaction. To achieve this, we make every effort to maintain high standards of workmanship, materials and inspection of our products. Therefore, the materials furnished under this agreement will be guaranteed against defects in material for a period of **one (1)** year after delivery. Labor is guaranteed for **one (1)** year.

WORKING CONDITIONS: State Systems, Inc. will provide installation and technical support during normal business hours. After hours support is available at an additional fee.

This quote is valid for 30 days

If you wish to proceed with the quoted work, please indicate your approval by signing in the space provided below and email to tmallini@statesystemsinc.com

Thank you for the opportunity to do business with you and your company!

Respectfully submitted,

Tony Mallini
Business Development Representative

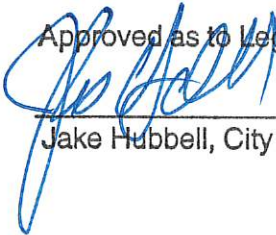
Accepted by: _____

Title: _____

Date: _____

P.O. Number: _____

Approved as to Legal Form:



Jake Hubbell, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Tourism & Marketing Department -Kellye Murphy

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS IN THE AMOUNT OF \$11,070 FOR ADVERTISING IN THE 2026 NASHVILLE VISITOR GUIDE.

RECOMMENDATION: Approve and authorize the Mayor to sign a contract with Journal Communications for a two-thirds page ad in the 2026 Nashville Visitor Guide for \$11,070.

INFORMATION: The Nashville visitor guide is a popular, visitor publication available in both print (350,000 copies annually) and digital. Visit Columbia will purchase a two-thirds page ad for the 2026 issue. This guide targets Nashville visitors, highlighting destinations to visit, like Columbia, while in Nashville.

CERTIFICATION: The Chief Financial Officer certifies that \$11,070 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report, Journal Comm Nash VG Contract.

Advertiser (Bill To):

Charles (Chaz) M. Molder**City of Columbia**

700 N Garden St

Columbia, TN 38401

931-560-1510 | kmurphy@columbiatn.com

Agency :

Sales Rep(s)

(193) Will Zanetis

wzanetis@jnlcom.com

Publication: Nashville Visitors Guide**Contract Status:** Rep in Setup - Not Sent**Billing Email:** kmurphy@columbiatn.com**Contract Description:** Contract to include: 2/3 Page Vertical to be included in 2026 Official Nashville Visitors Guide, Live Link via Digital Version (hosted on VisitMusicCity.com)

PRINT

Pub / IO #	Issue	Onsale Date	Position	Description
0205 / 123946	31		GEN : General	COLOR, 2/3 PAGE, YEARLY
Ad Close Date : 05/23/2025			Headline :	
			Special Instructions :	Artwork due 6/20/25.

Special Instructions

Total Summary

Space : \$11,070.00

ADJ / DISC : \$0.00

Agency DISC : \$0.00

Sales Tax : \$0.00

Contract NET : \$11,070.00

TERMS EDIT

Advertisement Terms

TERMS

NET 30 DAYS FROM DATE OF INVOICE. Rates are net unless otherwise indicated. Finance charge at a MONTHLY RATE of 1.5% is added to contracted balance if unpaid for 30 days. This is an annual percentage rate of 18%.

Credit Card Processing Fee

All payments processed by a credit card will have a 3% processing fee added to the balance.

CONDITIONS

This is an order and authorization to secure advertising space with Journal Communications Inc.

In the event the Advertiser or Agency needs to cancel the contracted advertising space, the Advertiser or Agency is required to submit written notice of cancellation within 7 days of contract, via certified mail, to Publisher.

In the event the Advertiser or Agency fails to adhere to the deadline for submitting ad materials as stated, Publisher will run a previous ad or run the Advertiser's name and address in the space committed for the ad.

Publisher reserves the right to hold the Agency and/or Advertiser jointly and severally responsible for monies due and payable to Publisher. It is further agreed that the Agency and/or Advertiser will pay a reasonable collection/ attorney's fee in the event that it is necessary to place this account in the hands of a collection agency/attorney for collection for any reason. Venue for any disputes arising hereunder shall be at Williamson County, Tennessee. Tennessee Law shall govern all provisions of this contract. The Agency agrees that it is acting for its disclosed principal, the Client, and as such binds itself and the Client to the terms and conditions of this contract. Agency shall be liable for payment of sums due hereunder.

Publisher may look to either Agency or Advertiser for payment. Payment by Advertiser to Agency does not alleviate obligation of Advertiser to Publisher for payment in full. The Publisher is not responsible for any errors in type set by the Publisher for advertisements that have been proofed and approved by the Advertiser or its Agency.

PROOFING POLICY

A PDF color proof will be emailed for approval prior to publication for all original ads. Changes requested by the Advertiser and/or Agency on this proof will be provided at no charge, and a second proof will be emailed if requested. ***Any changes requested by the Advertiser subsequent to the second proof will be billed for production time at an hourly rate (minimum \$50).***

Journal Communications Inc. does not provide a proof for ads submitted digitally or as film. Ad content subject to Publisher's approval. It is understood the Advertiser and/or Agency has approved the material prior to its receipt. Publisher will conclude that the files are set up as Advertiser and/or Agency intends them to be produced and we will output the ad as supplied. Publisher is not responsible for the final quality of the ad. If there is a pre-press problem with the submitted digital file, any extra charges incurred will be billed to the Advertiser and/or Agency with a detailed explanation of the problem.

Production Specifications

SUBMITTING A DIGITAL AD

For submitted digital files, our free services include checking Advertiser- and/or Agency-submitted files to ensure they meet our specifications for magazine printing. Journal Communications is not responsible for enhancing your digital files, resizing to match ad space purchased or proofreading for spelling and grammatical errors. The quality of submitted digital files is the responsibility of the submitter.

If files deviate from the size or specifications on the Digital Submission form, the files will be rejected and must be resubmitted. Please proof your ad carefully before submission. Resubmitted files will be subject to a \$50 processing fee.

We do not provide a proof for ads we did not produce. It is understood that the files are set up as the Advertiser intended and were approved prior to submission to Journal Communications Inc.

Any extra charges incurred by Journal Communications Inc. due to problems with supplied files will be billed to the Advertiser with a detailed explanation of the problem.

ORIGINAL ADS

Journal Communications Inc. can assist in producing an original ad. Advertiser and/or Agency should provide a basic layout with all necessary materials to produce ad. The advertising salesperson will assist in this process. Journal's Ad Production division provides basic typesetting and design services for original ads free of charge. **These do not include services that an advertising agency would provide.** Journal Communications free basic typesetting and design services include:

- Typing customer-provided text
- Choosing a visually pleasing, professional font
- Placing logo and/or photos in provided layout.

Custom production work, such as cleaning up rough logos, resetting logos, drawing maps and outlining photos, can be performed at an extra charge. Custom work is billed at \$75/hour.

Custom photo work, such as feathering, fading or custom edging, can be performed at a fixed rate per photo. *Please note: All charges/rates listed are subject to change.*

FORMATTED ADS

- All ads produced by the Publisher are formatted in the style approved by the magazine client.
- Visit ads.jnlcom.com for specifications and submission guidelines.
- A low res color PDF proof will be emailed prior to publication.
- Custom production work available at an hourly rate of \$75/hour.

Please note: All charges/rates listed are subject to change.

ONLINE ADS

Visit livmedia.com/ads for submission guidelines.

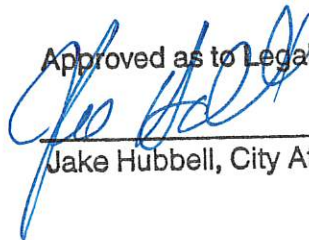
LISTING ENHANCEMENTS

For enhancements that include a logo, new logos must be submitted by the materials deadline on the contract. Logos that are not received by the deadline will receive a standard logo to be determined by the Publisher.

I, _____, hereby authorize, and agree to all terms and conditions of, this contract.



Approved as to Legal Form:



Jake Hubbell, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Tourism & Marketing Department -Kellye Murphy

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS IN THE AMOUNT OF \$4,930.00 FOR ADVERTISING IN THE 2025-26 MAURY COUNTY LIVABILITY MAGAZINE.

RECOMMENDATION: Approve and authorize the Mayor to sign a contract with Journal Communications for a full page ad in the 2025-26 Maury County Livability Magazine.

INFORMATION: The Maury County Livability Magazine is the Chamber's annual economic development magazine. The City of Columbia will purchase a full-page ad in the 2025-26 issue in the amount of \$4,930 to market Columbia as the ideal place for businesses and families to work, live, play, and visit.

CERTIFICATION: The Chief Financial Officer certifies that \$4,930 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Repor, Journal Comm Maury County Magazine Contract.



**JOURNAL
COMMUNICATIONS**
CUSTOM MEDIA. CUSTOM CONTENT.

6550 Carothers Pkwy - Suite 420
Franklin, Tennessee 37067
(615) 771-0080 - Fax: (615) 771-0079

Sales Rep(s)
Allen Grant
(615) 771-5546
agrant@livmedia.com

Contract Number: 140

PO Number: xxxxx

Date: 04-02-2025

City of Columbia
Kellye Murphy
700 N Garden St
Columbia, TN 38401

Advertiser
City of Columbia
#12464
700 N Garden St
Columbia, TN 38401

Production Contact
Kellye Murphy
(931) 560-1510
kmurphy@columbiatn.com

Contract Description:

Full Page General Placement in Livability Maury County Business (2025-2026 v29 edition)
100 complimentary magazine copies

Publication	Issue	Ad Size	Premium Position	Section	Wall Date
Livability - Maury County Business TN - 0320 - Print	29 - 2025 Edition	Liv - Full Page Bleed	General Placement	General Placement	05-16-2025

Services

Name	Description	Qty
100 Complimentary Copies	Comp Copies 100	100.00

Total Contract \$4,930.00

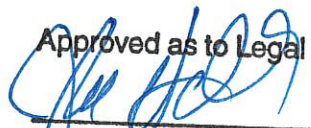
Visit livmedia.com/ads for submission guidelines.

LISTING ENHANCEMENTS

For enhancements that include a logo, new logos must be submitted by the materials deadline on the contract. Logos that are not received by the deadline will receive a standard logo to be determined by the Publisher.

 Representative Allen Grant	Date 04-02-2025	Customer Signature Charles "Chaz" Molder	Date
--	---------------------------	--	-------------

Approved as to Legal Form:



Jake Hubbell, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Michele Stevens, Senior Administrative Assistant, mstevens@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: APPROVE THE UPDATED STANDARD SEWER SPECIFICATIONS FOR THE CITY OF COLUMBIA WASTEWATER DEPARTMENT PREPARED BY WATER MANAGEMENT SERVICES, LLC AND APPROVED BY TDEC

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests the Mayor and City Council to approve the updated Standard Sewer Specifications for all Subdivisions and General System Additions to the sanitary sewer system within the City of Columbia. The TDEC approval will remain in effect until May 12, 2030.

CERTIFICATION:

ATTACHMENTS:

TDEC Approval Letter
Columbia Standard Sewer Specifications



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES

Davy Crockett Tower, 9th Floor
500 James Robertson Parkway
Nashville, Tennessee 37243-1204

May 12, 2025

Mr. Steven Jones, PE
Water Management Services, LLC
e-copy: sjones@wmsengineers.com
2 International Plaza, Suite 401
Nashville, TN 37217

Subject:

County: Maury
Wastewater Project Number: 23.0575
Project: Columbia Standard Sewer Specifications

Dear Mr. Jones:

The Tennessee Department of Environment and Conservation, Division of Water Resources, acknowledges the receipt of your engineering documents on April 14, 2025.

Review of these standard sanitary sewer specifications shows that they are in conformance with our guidelines. Therefore, they have been stamped "APPROVED." This approval will remain in effect until May 12, 2030.

To expedite matters, please reference the assigned wastewater project number 23.0575 on any future correspondence. If we may be of any assistance, please feel free to contact Mr. Tim Hill, P.E. at (865) 364-9535 or by E-mail at *Timothy.Hill@tn.gov*.

Sincerely,

Angela Jones, PE, CPM
Manager, Engineering Services Unit

cc: Water-Based Systems File
Mr. Ryan Filipkowski, Staff Engineer, City of Columbia, *rfilipkowski@columbiatn.com*
Ms. Sherry R. Glass, DWR Field Office Manager, TDEC Division of Water Resources, *Sherry.Glass@tn.gov*

WPN 23.0575

Columbia Standard Specifications

APPROVED FOR CONSTRUCTION

THE DOCUMENT BEARING THIS STAMP HAS BEEN RECEIVED AND REVIEWED BY THE

TENNESSEE DEPT. OF ENVIRONMENT & CONSERVATION

DIVISION OF WATER RESOURCES

AND IS HEREBY APPROVED FOR CONSTRUCTION BY THE COMMISSIONER



May 12, 2025

THIS APPROVAL SHALL NOT BE CONSTRUED AS CREATING A
PRESUMPTION OF CORRECT OPERATION OR AS WARRANTING BY THE
COMMISSIONER THAT THE APPROVED FACILITIES WILL REACH THE
DESIGNED GOALS.

APPROVAL EXPIRES FIVE YEARS FROM ABOVE DATE

CITY OF COLUMBIA, TENNESSEE

**STANDARD SEWER SPECIFICATIONS
FOR SUBDIVISIONS AND
GENERAL SYSTEM ADDITIONS**

MARCH 2025



Prepared By:

**Water Management Services, LLC
2 International Plaza
Suite 401
Nashville, Tennessee 37217
Telephone: (615) 366-6088
FAX: (615) 366-6203**

WMS No. 20101

DIVISION A

STANDARD SEWER SYSTEM SPECIFICATIONS

STANDARD SEWER SYSTEM SPECIFICATIONS

	<u>PAGE</u>
SECTION 1 - GENERAL INFORMATION	
1.1 Definitions	S-1
1.2 Scope of Regulations	S-1
1.3 Plan Review Procedure	S-1
1.4 Design Features	S-2
1.5 Wastewater Pump Stations	S-4
1.6 Permits	S-6
1.7 Notice to Proceed	S-6
1.8 Notification of Construction	S-7
1.9 Inspection	S-7
1.10 Final Acceptance	S-7
SECTION 2 - MATERIALS	
2.1 General	S-9
2.2 Concrete	S-9
2.3 Crushed Stone	S-9
2.4 Pea Gravel	S-10
2.5 Manhole Frames and Covers	S-10
2.6 Manhole Steps	S-10
2.7 Monolithic Poured-In-Place Manholes	S-10
2.8 Precast Manholes	S-12
2.9 Resilient Connectors	S-13
2.10 Protective Coatings for Concrete Manholes	S-13
2.11 Ductile Iron Pipe	S-14
2.12 Iron Pipe Fittings	S-14
2.13 River Crossing Pipe	S-15
2.14 Polyvinyl Chloride (PVC) Sewer Pipe	S-15
2.15 Polyvinyl Chloride (PVC) Large Dia. Sewer Pipe (Closed Profile)	S-16
2.16 Polyvinyl Chloride Pressure Sewer	S-16
2.17 Polyethylene (PE) Pressure Pipe and Fittings	S-18
2.18 Sewer Fittings and Adapters	S-19
2.19 Gate Valves	S-20
2.20 Plug Valves	S-20
2.21 Ball Valves	S-20
2.22 Redundant Check Valves	S-20
2.23 Small Miscellaneous Valves	S-20
2.24 Automatic Wastewater Air Release Valve For Small Diameter	S-20
2.25 Pressure Sewer / Force Mains (Smaller than 4-inch)	
Combination Air Release and Air Relief/Vacuum Valve for Sewage	S-21
Force Mains 4-inch and Larger	
2.26 Valve Boxes For Pressure Sewer Ball Valve With Two Directional	S-21
Clean-out Assemblies	
2.27 Valve Boxes For Pressure Sewer Service Connection Assemblies	S-21
2.28 Valve Boxes For All Other Valves and Gravity Sewer Service Assemblies	S-21
2.29 Detectable Tape and Trace Wire	S-22
2.30 Manhole/Valve Markers	S-22
2.31 Sewer Service Clean-outs, Wyes, Boxes, and Covers	S-22
2.32 Casing Pipe	S-23
2.33 Tunnel Liner Plate	S-24

2.34	Tunnel Liner Grout	S-24
2.35	Tunnel Backfill	S-24
2.36	Rip-rap	S-25
2.37	Joint Wrap	S-25
2.38	Chimney Seals	S-25
2.39	Prefabricated Grinder Sewage Pump Stations	S-25
2.40	Pump Station Controls	S-30
2.41	Pump Station Enclosures	S-31
2.42	Isolation Gland Kits	S-32

PAGE

SECTION 3 - CONSTRUCTION METHODS

3.1	General	S-33
3.2	Trench Excavation	S-33
3.3	Installation of Sewer Pipe and Accessories	S-36
3.4	Manholes	S-42
3.5	Connections to Structures	S-43
3.6	Connections to Existing Systems	S-44
3.7	Service Connections	S-44
3.8	Backfill	S-45
3.9	Pavement Removal	S-47
3.10	Pavement Replacement	S-47
3.11	Prefabricated Grinder Sewage Pump Stations	S-48
3.12	Clean-up Procedures and Requirements	S-48
3.13	Slope Protection, Erosion Control and NOI Permit	S-48
3.14	Manhole Sealing and Protective Coating	S-49
3.14	Concrete Check Dams	S-50

SECTION 4 - TESTING

4.1	General	S-51
4.2	Visual Inspection Including Internal Television Inspections (If Applicable)	S-51
4.3	Sewer Line Videotaping	S-51
4.4	Leakage Tests	S-53
4.5	Air Pressure Test	S-53
4.6	Roundness Test	S-54
4.7	Vacuum Testing of Manholes	S-54
4.8	Testing Force Mains	S-55
4.9	Testing of Valves	S-55

SECTION 5 – SPECIAL INTERCEPTORS

5.1	Grease Interceptors	S-56
5.2	Oil and Water Separators	S-56
5.3	Sand and Grit Separators/Traps	S-57

APPENDIX

Standard Detail Drawings	S1 through S31
--------------------------	----------------

SECTION 1 - GENERAL

1.1 DEFINITIONS

Sewer Department - Columbia Wastewater Treatment System

City - City of Columbia, Tennessee

Planning Commission - Columbia Planning Commission

Developer - Owner of a proposed development in which sewer lines are to be located.

Contractor - Contractor who is installing sewer lines in a proposed development.

Engineer - One who has prepared the construction plans and specifications for the installation of sewer lines in a proposed development. As provided by the laws of Tennessee, he must be a registered professional engineer and plans and specifications must bear their official seal.

State Health Department - Tennessee Department of Environment and Conservation
Division of Water Pollution Control

1.2 SCOPE OF REGULATIONS

These regulations shall apply to any person, developer, firm, business or entity interested in and desiring to construct additional sewer lines or to extend sewer lines within the City of Columbia's service boundaries, or to construct additional sewer lines or extend sewer lines in a way that affects the sewer service provided by the City.

1.3 PLAN REVIEW PROCEDURE

Before any connection is made to a sewer line of the Sewer Department, the Developer or other party through their Engineer shall submit and receive approval of their proposed sewer extension plan. This process shall include the submittal of a sewer availability letter requesting permission to connect to the sewer system. If availability is provided then a plan submittal consisting of neat, scale drawings and specifications shall be made to the Sewer Department for review and approval.

The approval of the Sewer Department must be obtained before submittal of the plans and specifications to the Tennessee Department of Environment and Conservation, and both approvals must be obtained before construction is started. **Evidence of Tennessee Department of Environment and Conservation (TDEC) approval must be furnished to the Sewer Department before final approval of such developments are granted.**

Sewer Line Extension submittal procedure shall be as follows:

1. Engineer shall submit plans and specifications to the Sewer Department which will review the plans and specifications and may submit them to the Department's Engineers for their review and comments if deemed necessary. Applicant will receive notification of comments and address them in resubmittals as necessary. Comments may include bringing design into good municipal practice. The notification might require additional items to be submitted. The additional items shall include:
 - a) A digital set of engineer-stamped plans and hydraulic calculations
 - b) Application for sewer line extension

2. Submitted plans shall include, the sewer main and/or pump station plans (including electrical, mechanical, and structural plans), showing the sewer profiles with utility crossings, finished grades for the roadways, curbs, gutters, sidewalks and ground elevations as well as the location, size and invert elevation of other utilities and drainage structures. The plans shall also include the latest revision date if applicable.

Plans submitted shall be in conformance to these specifications (latest edition) and the Tennessee Division of Water Pollution Control "Design Criteria for Sewage Works" (latest edition). The Engineer shall obtain and be familiar with the above-cited references and be responsible to provide plans that are in compliance with the basic fundamental code requirements. The Engineer shall provide adequate details for the plans to be reviewed. Failure on the part of the Engineer to provide complete documents in basic compliance with the code requirements shall be cause for disapproval.

Any variation from strict compliance to any requirement and reason, therefore, shall be included in the transmittal letter for consideration.

3. Application for sewer line extension is to be submitted to the Wastewater Treatment Facility during normal office hours. Application must be completed with all requested information. Incomplete applications will be rejected. Application must include one pdf copy of engineer-prepared approved plans and hydraulic calculations for the proposed line extension. All review fees must be paid before construction.
4. The developer's engineer shall submit the plans to the Tennessee Department of Environment and Conservation for review. Developer plans for line extensions not submitted through the appropriate procedure shall not be approved for construction.

NOTE: All plans and supporting calculations to be submitted in PDF format by email to the wastewater department review engineer.

1.4 DESIGN FEATURES

Sewer collection, interceptor, and pressure sewer system design features shall generally conform to good municipal practice and to requirements of the Tennessee Department of Environment and Conservation.

The following criteria will generally apply:

	<u>Gravity</u>	<u>Pressure</u>
Per Capita Wastewater Flow	100 GPCD	100 GPCD
Peak Flow Factors		
Lateral Sewers	4.0	4.0
Interceptor Sewers	2.5	
Minimum velocity at design flow	2.0 fps	2.0 fps
Maximum velocity at design flow	15.0 fps	5.0 fps
Basis of Hydraulic Design:		
Manning's Formula (gravity sewers) with "n" = 0.013		
Hazen-Williams (force mains) with C = 140 for PVC pipe		

	<u>Gravity</u>	<u>Pressure</u>
Minimum Size		
Collector	8"	1-1/2"
Service *	4"	1-1/4"
Grinder Pumps	Simplex unit for single residence; duplex unit for multi-residence, commercial, industrial	

* The minimum size service line (lateral line running from the collector sewer to the point at which the sewer customer is to tie in) shall be 4-inch diameter for single family residential. A minimum 6-inch service line shall be installed for all townhomes, multifamily, and commercial connections. All service lines shall have a cleanout installed every 50 – 75 ft and placed at the direction of the inspector.

The sewer service line material shall be the same material as the main line gravity sewer section.

The maximum distance between manholes shall be 300-foot and the maximum allowable depth for gravity sewers shall be 18 feet.

All conventional gravity sewers shall be designed and constructed to give mean velocities when flowing full not less than 2.0 feet per second. The following minimum slopes should be provided; however, slopes greater than these are desirable:

<u>Sewer Size</u> <u>inches</u>	<u>Minimum Slope</u> <u>(feet per 100 feet)</u>
8	0.42
10	0.30
12	0.25
14	0.20
15	0.18
16	0.16
18	0.14
21	0.12
24	0.10
27	0.09
30	0.08
36	0.07

Separation of Water Mains and Sewers shall be maintained in accordance with the following guidelines:

For parallel installations, line separation is to be at least 10 feet edge to edge. If this cannot be obtained, the bottom of the water line shall be at least 18 inches above the top of the sewer. If this condition is also unobtainable, the sewer line is to be constructed of materials and have a joint design equivalent to water main standards as approved by the Water Department and shall be pressure tested to 50 psi to assure watertightness and shall be concrete encased.

Where the water line crosses house sewers or sanitary sewers, a separation of at least 18 inches shall be provided between the bottom of the water line and the top of the sewer. If this separation cannot be obtained, sewers within 10 feet of the water line shall be constructed of materials and have a joint design equivalent to water main standards

as approved by the Water Department and shall be concrete encased. Such sewer lines shall be pressure tested to 50 psi to assure watertightness. Water mains passing under sewers shall be protected (in addition to the above sewer line construction) by providing: at least 18 inches between the bottom of the sewer and the top of the water line; adequate structural support of the sewer to prevent excessive joint deflection or damage to the water line; centering of the water line section to result in the water line joints being removed from the sewer line to the maximum possible extent. No water line shall pass through or come into contact with any part of a sewer or sewer manhole.

Easements - When sanitary sewers are constructed outside a public right-of-way, easements must be provided using the following:

<u>Sewer Depth (feet) *</u>	<u>Easement Width Required (minimum)</u>
0-10	20 feet
10-15	30 feet
15-18	30+ feet

* No sewer shall be allowed deeper than 18 feet without special approval by the City of Columbia.

Sanitary sewer easements shall have a maximum 10% longitudinal slope and a maximum 5% perpendicular slope for at least 12 ft of the width of the easement. Wastewater review engineer may allow deviations where necessary. Where maintenance access points exist like at bar grates or pump stations, more requirements might be necessary and the developer shall make these points accessible by vehicle and trailers at the direction of the wastewater review engineer.

1.5 WASTEWATER PUMP STATIONS

Pumping (non-clog type) stations, Suction Lift Pump Stations, and Grinder Pumps shall be by the same manufacturer as the equipment being utilized by the City. Design discharge velocities shall be such as to create self-cleansing conditions in the force main (2.0 fps). A valve and coupling shall be provided in the valve pit to hook up portable pump(s) to the force main in the event of an emergency. Suitable air release valves shall be utilized at all points in the force main subject to an accumulation of air or gases released from the sewage.

Pumping facilities will be required to have full standby capacity, high water - power failure alarm system, flow meters, backup generators, radio or cellular telemetry/SCADA system, architectural block building for electrical and controls, water supply for maintenance and other items as determined in reviews for individual installations. Pump stations must be provided with all-weather roads for access for maintenance vehicles. Any unpaved areas within the fence shall be gravel.

For sewage pumping installations, the following pumps are generally approved for use in the System (subject to specific detailed design review of each project): Aurora, Fairbanks-Morse, Sulzer, Myers, Flygt, Gorman-Rupp, and KSB. Efficiency and size of solids which are able to pass through the pump shall be taken into consideration. Preliminary discussions concerning pump station design are encouraged before preparation of preliminary plans so specific design requirements can be established.

The typical minimum requirements for wastewater pump stations exceeding or equal to flows of 180 gpm shall include, but not be limited to the following:

- Minimum site dimensions shall be 75'x75';
- Cast-in-place or precast underground wet well structure;
- Split-face masonry block construction building;
- Pre-fabricated roof truss framing system for hip roof type or approved equal;
- Pre-finished standing seam metal roof system;
- Modular preconstructed package lift stations in a Fiberglass enclosure for wet well-mounted pump stations and above-ground valve arrangements with a minimum dimension of 8'x12'. Station shall include all piping, controls, electrical, etc. to provide a completely operational pump station upon installation.
- Insulated, plywood painted ceiling system;
- Heating and ventilation;
- Pre-finished aluminum vented soffit system with aluminum gutters;
- Vertical coiling 10-foot tall and 8-foot-wide pre-finished steel rollup door to access pumping equipment;
- Standby generator;
- Emergency auxiliary pumping connection;
- Blow-off connections;
- Minimum six (6) foot brick wall with black steel double access gates;
- Paved access drive to pump station with parking areas;
- Water service and water hydrants;
- Lightning arrestor equipment;
- Programable logic controller (PLC) shall be a Primex VPAC series controller;
- SCADA telemetry all in accordance with City of Columbia requirements;
- SCADA telemetry system shall be provided to match existing equipment to allow for integration of communication and controls.

The typical minimum requirements for wastewater pump stations with flows less than 180 gpm shall include, but not be limited to the following:

- Minimum site dimensions of 75'x75';
- Precast underground wet well structure;
- Standby generator;
- Emergency auxiliary pumping connection;
- Blow-off connections;
- Minimum six (6) foot brick wall with black steel double access gates ;
- Paved access drive to pump station with parking areas;
- Water service and water hydrants;
- Radio for telemetry equipment;
- Lightning arrestor equipment;
- Programable logic controller (PLC) shall be a Primex VPAC series controller;
- SCADA telemetry all in accordance with City of Columbia requirements;
- SCADA telemetry system shall be provided to match existing equipment to allow for integration of communication and controls.

Any pump station with a design flow rate in excess of 1,000 gpm shall be designed as a dry pit pump station. A preliminary design meeting is required for all pump stations of this capacity.

Suction Lift pump stations shall have a non-corrosive base of 316 stainless steel or non-corrosive fiberglass encapsulated concrete base over the wet well structure. All necessary intermediate suction piping supports, anchors, and restraints shall be of 316 stainless steel materials. The pump station shall not be designed to operate at suction lift requirement greater than 20 feet.

Pressure gauges shall be connected to the discharge piping to allow for the monitoring of pump operating pressures. All pipe penetrations shall be sealed utilizing link-seal or equal.

Submersible pump stations shall be designed utilizing a noncorrosive fiberglass above ground valve vault. This vault shall provide adequate space for the discharge valve package and the pump station controls. The valve vault shall be accessible from both sides without the need for any special tools or removal of any panels.

The valve arrangement shall include isolation valves, check valves, and an air release valve that is piped back into the wet well. Pressure gauges shall be connected to the discharge piping to allow for the monitoring of pump operating pressures. All pipe penetrations shall be sealed utilizing link-seal or equal.

Pump Motors 15 HP or greater shall be equipped with variable frequency drives as approved by the Owner/Engineer.

Pipe Material shall be as designated on approved construction drawings and shall conform to applicable specifications included in Section 2 of these Standard Specifications. All wet well piping shall be ductile iron pipe with a fusion-bonded epoxy coating or 316 stainless steel. The Engineer shall designate pipe materials on all construction drawings.

Backup Generators shall be gas-powered (if available), but otherwise shall be diesel generators and shall be enclosed within an 8-inch cored filled concrete block wall if required by code. The security structure shall include a security gate and shall be sized to provide a minimum clearance of no less than 4-foot on all sides or the manufactures recommended clearance if greater than 4-foot. Generator shall be Caterpillar or approved equal.

Electrical Equipment shall be installed on a unistrut rack mounted on an 8-inch concrete pad. The equipment installed on the rack shall include the electric meter, fusible discount, automatic transfer switch, telemetry equipment, and other apparatuses required for the operation of the pump station.

Level Controls shall be by transducer with a float backup system. The transducer shall be installed inside a stilling well to minimize the effects of turbulence on the accuracy of the transducer. The float backup system shall be a multiple float system that includes a start/stop float for each installed pump and a high-level alarm float.

1.6 PERMITS

Before beginning any construction, the Contractor shall obtain all necessary permits as required by law. Such permits include, but are not limited to, those from State and County Highway Departments and the City. All pump stations shall require a building permit with the City.

1.7 NOTICE TO PROCEED

The City shall request the following information after design review and approval by the State of Tennessee and the City Wastewater Department.

- a) Executed Agreement for Sewer Line Extension
- b) Contractor Information
- c) Payment of Inspection Fees
- d) Surety Information and Letter of Credit

1.8 NOTIFICATION OF CONSTRUCTION

The Director of the Wastewater Department shall be notified at least 48 hours before construction is to begin.

1.9 INSPECTION

All projects shall be subject to inspection during and upon completion of construction by an authorized representative of the Sewer Department. Inspection may consist of full-time resident inspection or part-time inspection at the sole discretion of the Sewer Department. Presence or absence of the inspector during construction does not relieve the Developer and/or Contractor from adherence to approved plans and specifications.

The work shall at all times be subject to the inspection of authorized representatives of the Sewer Department and materials and/or workmanship found not meeting requirements of approved plans and specifications shall be immediately brought into conformity with said plans and specifications.

An authorized representative of the Sewer Department shall make a final inspection of the project after completion to determine acceptability of the work. Before this final inspection can be made, the Engineer responsible for the project shall notify the Sewer Department in writing that the work has been completed in accordance with approved plans and specifications.

The Developer must pay the cost of the inspection provided by the Sewer Department. Before construction begins, the Developer must enter into a Contract with the Sewer Department (City) which sets forth fees including inspection fees which must be paid.

Closed-circuit internal television (CCTV) inspections are required for all newly installed gravity sewer lines on each project and/or development. This sewer line videotaping shall be completed in compliance with Section 4.3 – "Testing" contained herein.

Final acceptance of the work shall be accomplished as described in Section 1.10.

1.10 FINAL ACCEPTANCE

When facilities qualify as public facilities, the Wastewater Department will recommend acceptance of the improvements to the City of Columbia City Council. The following items must be considered prior to acceptance of sewer improvements.

- a) Completion of the installation of lines and connections to the existing sewer infrastructure.
- b) An affidavit documenting no liens against the sewer improvements and an agreement to indemnify and hold harmless from any liens which may be asserted against same.
- c) "AS-BUILT" drawings of the sewer improvements shall be complete and shall provide the following information:
 - All street names displayed as according to latest City documents
 - Final surveyed location of sewer lines and force mains;
 - Final surveyed location of services: the distance from the downstream manhole, length of the service line, and final depth at the cleanout;
 - Final surveyed manhole locations and invert elevations;

- Final surveyed top of casting elevations;
- Identify pipe material, size, length, and final sewer slopes for gravity sewers;
- Show all other utilities;
- Show abandonments and sewer utility removals;
- Show all public and private easements along with building setbacks to verify that easements do not encroach on buildable portions of the lots;
- Differentiate between private and public sewers. All sewers shall be shown on the as-builts;
- Include any relevant details, including for bores and other items;
- Pump station as-builts shall identify all piping, valves, abandoned piping, bypass connection with detail, backflow preventor with detail, abandoned structures, etc. to provide an accurate representation of installed facilities;
- Pump station site as-builts showing all services and other relevant items;
- Provide accurate layout of all internal pump station piping including materials and pipe sizes;
- Provide the field verified operating conditions for the pump, summarized hydraulic calculations, specs for the supplied pump on the final pump station plan sheet and a copy of the startup report;
- Any other manuals, wiring diagrams or other information required by the wastewater review engineer

One set of "AS-BUILT" drawings shall be submitted in PDF format to the Wastewater Department for review and approval. "AS-BUILT" shall bear a stamp from the Engineer and/or Surveyor signifying that the information correctly reflects the installed conditions.

Shape files shall be submitted to the Wastewater Department that includes the surveyed location of all manholes, cleanouts, valves, and force main alignment for the installed sewer facilities.

- e) If not identified in a recorded subdivision plat, an easement to the property on which said sewer improvements are located shall be submitted.
- f) An adequate surety instrument to warrant improvements against defect for one year from date of acceptance by the City Council of the City of Columbia.

Final acceptance of the sewer improvements by the City Council of the City of Columbia shall be accomplished in the form of an approved resolution after recommendation by the Wastewater Department.

SECTION 2 - MATERIALS

2.1 GENERAL

All materials to be incorporated in the project shall be first quality, new and undamaged material conforming to all applicable portions of these Specifications.

2.2 CONCRETE

Cement - Cement shall be Portland cement of a brand approved by the Engineer and shall conform to "Standard Specifications for Portland Cement," Type 1, ASTM Designation C-150, latest revision.

Concrete Fine Aggregate - Fine aggregate shall be clean, hard, uncoated natural sand conforming to ASTM Designation C-33, latest revision, "Standard Specifications for Concrete Aggregate."

Concrete Coarse Aggregate - Coarse aggregate shall consist of clean, hard, dense particles of stone or gravel conforming to ASTM Designation C-33, latest revision, "Standard Specifications for Concrete Aggregate." Aggregate shall be well graded between 1-1/2-inch and #4 sieve sizes.

Water - Water used in mixing concrete shall be clean and free from organic matter, pollutants and other foreign materials.

Ready-Mix Concrete - Ready-mix concrete shall be secured only from a source approved by the Engineer and shall conform to ASTM Designation C-94, latest revision, "Specifications for Ready-Mix Concrete." Before any concrete is delivered to the job site, the supplier must furnish a statement of the proportions of cement, fine aggregate and coarse aggregate to be used for each mix ordered and must receive the Engineer's approval of such proportions.

Class "A" Concrete - Class A concrete shall have a minimum compressive strength of 4,500 pounds per square inch in 28 days and shall contain not less than 6 sacks of cement per cubic yard.

Class "C" Concrete - Class C concrete shall have a minimum compressive strength of 2,000 pounds per square inch in 28 days and shall contain not less than 4-1/2 sacks of cement per cubic yard.

Metal Reinforcing - Reinforcing bars shall be intermediate grade steel conforming to ASTM Designation A-15, latest revision, "Standard Specifications for Billet Steel Bars for Concrete Reinforcement." Bars shall be deformed with a cross-sectional area at all points equal to that of plain bars of equal nominal size.

2.3 CRUSHED STONE

Crushed stone for bedding or backfill shall be Tennessee Department of Transportation (TDoT), Bureau of Highways, Standard Size No. 67 and shall meet TDoT Standards for road surfacing.

2.4 PEA GRAVEL

Pea gravel for shaping cradle bedding shall be #4 to 1/2-inch size Ohio River or approved local gravel of similar character.

2.5 MANHOLE FRAMES AND COVERS

Cast iron manhole castings shall conform to ASTM Designation A-48, latest revision, Class 30 and shall be free from scale, lumps, blisters, sand holes and defects of every nature which would impair their use. Castings shall be well cleaned, with a smooth tough asphaltic coating. Covers shall be of the solid indented type with the words "SANITARY SEWER" cast in raised letters thereon. Bearing surfaces of frames and covers shall be machined to provide a solid bearing and prevent rocking. Pattern drawings and weights of castings shall be submitted for the approval of the Sewer Department.

Composite frames and covers shall be molded from a reinforced composite polymer. The covers shall be black in color and have the words "SANITARY SEWER" molded into the lid in 1-3/4" raised letters. The covers shall be secured to the frames with four type 316 socket head cap screws. The cap screws shall be coated with a resin-bonded, thermally cured, dry-film lubricant. Cap screws shall be retained to cover by type 316 stainless tooth-lock washers. The frames will be molded with stainless threaded inserts to receive the coated stainless steel cap screws.

All composite castings shall be capable of withstanding a minimum traffic load of 40,000 lbs., tested in accordance with AASHTO M-306. The Supplier of covers shall submit a test report from an accredited independent testing laboratory.

Manhole frames and covers shall be equal to those listed below for particular applications.

TRAFFIC	John Bouchard No. 1155 Composite Access Products Model Cap One
NON-TRAFFIC	Same as traffic type specified above Composite Access Products Model Cap One
WATERTIGHT	To be used where manhole casting is subject to flood or submergence by surface runoff John Bouchard No. 1123

Exceptions to the above shall be noted on Construction Drawings.

2.6 MANHOLE STEPS

Steps shall be (1) aluminum equal to #15295 by Alcoa, (2) ductile iron equal to Neenah No. R-1981-Q, or (3) plastic encapsulated steel equal to No. PS 1-45 as manufactured by M. A. Industries, Inc., East Point, Georgia.

2.7 MONOLITHIC POURED-IN-PLACE MANHOLES

Concrete shall be Class A design mix and shall be submitted to the Engineer for approval. Also, for each day's pour, two test cylinders should be made and tested in compliance with ASTM 172, ASTM C-31 and ASTM C-39. Testing shall be done by a testing laboratory selected, employed and paid for by the Contractor.

The Contractor shall submit to the Sewer Department their choice of a testing laboratory for their approval. The Contractor shall instruct the testing laboratory to forward copies of the test reports to the Engineer and the Owner.

All manholes constructed and installed shall be cast with XYPEX® Admix C-1000 in the concrete for waterproofing protection. Alternative waterproofing additives may be submitted for review and approval. The required dosage rate for all additives shall be 3% by weight of cement.

The maximum depth of manholes shall not exceed twenty feet. The minimum wall thickness for 4'-0" inside diameter manholes shall be 6 inches. The minimum wall thickness for 5' and 6' inside diameter manholes shall be 8 inches.

The base concrete shall be Class A as stated above, vibrated on firm subgrade foundation or suitable crushed stone bedding. The base shall have a minimum diameter 8 inches greater than the outside diameter of the manhole and a minimum thickness, including the area under the pipe, as follows:

0' to 8' Manhole	8"
8' to 12' Manhole	10"
12' to 20' Manhole	12"

All water shall be removed from the form before and during the placement of the concrete. The first placement of base concrete shall consist of approximately 1/2 cubic yard of concrete deposited evenly around the walls and vibrated until there is a minimum slope of 60 degrees from the bottom of the forms to the bearing surface both inside and outside of the manhole. When this is complete and before additional concrete is added, the concrete must be carefully vibrated on each side of each pipe.

Additional concrete must be deposited in evenly distributed layers of 18 inches with each layer vibrated to bond to the preceding layer. The wall spacers must be raised as the placements are made with the area from which the spacer is withdrawn being carefully vibrated.

Should a cold joint become necessary, a formed groove and reinforcing dowels (#5 bars 36 inches long at 12-inch centers) will be required in the top of the first placement for shear protection. Immediately before the second placement is made, the surface of the cold joint shall be thoroughly cleaned and wetted with a layer of mortar being deposited on the surface.

Felt adjustment rings will be formed and/or poured into the top section of the manhole to provide future manhole casting adjustments equal to two courses of brick.

The forms may be removed 24 hours after placement. At this time a membrane curing compound with a fugitive dye included will be applied by power spraying to the outside of the manhole. The Contractor must submit manufacturer's descriptive details for curing compounds for approval.

The monolithic manholes shall be backfilled to same level simultaneously all around. The manholes shall not be backfilled until they reach 75% of the specified design strength. A select gravel backfill material shall be placed adjacent to the manholes in areas where swelling clays exist.

A resilient pipe connector shall be utilized to connect pipe to manhole sidewall.

Eccentric manhole cones shall be furnished and installed for 5-foot and 6-foot diameter manholes on precast or poured-in-place manholes. Concentric manhole cones may be installed on 5-foot and 6-foot diameter manholes if transition sections are used from 5-foot or 6-foot diameter to 4-foot diameter at approximately 60 inches above pipes. Details of proposed manhole construction shall be submitted to Engineer for approval.

2.8 PRECAST MANHOLES

Precast manholes shall conform to the latest revision of ASTM C-478. Drawings of manhole sections proposed for use must be submitted to the Engineer for approval prior to use. Steps shall be furnished in accordance with Section 2.6, and care must be taken to assure a firmly embedded step with no cracks from mortar shrinkage which will allow leakage. Aluminum in contact with concrete shall be coated with heavy bitumastic paint. Loose steps and shrinkage cracks passing through manhole walls shall be cause for rejection.

All manholes constructed and installed shall be cast with XYPEX® Admix C-1000 in the concrete for waterproofing protection. Alternative waterproofing additives may be submitted for review and approval. The required dosage rate for all additives shall be 3% by weight of cement.

Manhole sections showing evidence of cracking, crazing, honeycombing, crumbling or excessive roughness will not be acceptable. Sections with improper cut-outs, misalignments or other defects shall not be utilized in the project.

Precast manhole panel (monolithic) bases may be used. Drawings of the monolithic bases proposed for use on this project must be submitted to the Engineer for approval prior to use. Bases shall have a minimum thickness of 8 inches with a minimum thickness of 2 inches allowed at the invert of the downstream pipe for the construction of the invert.

Manhole sections shall be steam or water cured and shall not be delivered to job site until at least 7 days old. Each section shall be marked in a permanent manner with date of manufacture, manufacturer's mark, and manhole location or manhole number. Manhole sections to receive pipes shall be furnished with appropriate cut-outs with resilient connectors for installation of pipe.

On precast manhole sidewall, an approved flexible plastic gasket equal to RAM-NEK shall be applied to the joint surface to placement of next manhole section. The placement of this gasket shall also be required under all manhole castings and adjustment rings for castings.

On precast manhole sidewall, an approved external joint wrap equal to RUB'R NEK, Wrapidseal shall be applied prior to backfilling. A chimney seal shall be installed to encompass all riser rings and the casting to provide a watertight seal.

Testing and Inspection of precast manhole sections shall be done at the site of manufacture in accordance with ASTM C- 478 by the Manufacturer. Compression tests shall be run on specimens obtained from each day's production: a minimum of 2 cylinders or cores per day's run but no less than the maximum number designated by ASTM C-478. The absorption test shall be run on a minimum of 2 randomly selected manhole sections per each day's production. Certified test reports shall be submitted in three (3) copies to the Engineer.

In addition to testing required of the manufacturer as described above, the Owner may provide an independent testing laboratory to make visual inspections of manhole

sections produced from selected sections. The random samples will be selected by the Owner's testing laboratory and will be taken from stock on the manufacturer's yard intended for use on this project. Core samples shall be cut from designated sections amounting to no more than 4% of the total production in order to run compressive strength and absorption tests. The manufacturer shall cut the cores and seal the holes, but this testing shall be done by the Owner's testing laboratory and paid for by the Owner. In the event the samples fail to conform to the Specifications, the manufacturer may furnish additional test specimens to the extent permitted by the Specifications. Testing done by the Owner's testing laboratory shall be in accordance with ASTM C-478, latest revision.

In the event of a discrepancy between results of tests run by the manufacturer and tests run by the Owner's testing laboratory, the Engineer shall determine the test results which will be applicable.

2.9 RESILIENT CONNECTORS

All connections of pipes to manhole sidewalls shall be made with resilient connectors. Openings in the manhole sidewall shall be so constructed as to include the resilient connector such that it is an integral part of the sidewall and to provide for the required size and location of the pipe to connect to the manhole. The sidewall opening shall be manufactured to allow for lateral and vertical movement, as well as angular adjustments through 20°. The resilient connector shall be the Kor-N-Seal or approved equal. The resilient connector shall meet all physical and performance requirements as set forth by ASTM C-923.

The Contractor shall install a flexible annular space filler around entire pipe with "Cavity-O-Ring" as manufactured by NPC Systems, Inc. of Milford, NH or approved equal.

2.10 PROTECTIVE COATINGS FOR CONCRETE MANHOLES, WHERE REQUIRED

The Contractor shall submit materials to be used to the Owner/Engineer for review and approval.

Where specified on the Contract Drawings or where required at discharge of sewage force mains, the Contractor shall furnish and apply to the interior of manholes a chemical-resistant epoxy Sewer Guard® HBS 100 Epoxy Liner (formerly Fosroc Epoxy Liner) as manufactured by ThoRoc/ChemRex, Inc. of Shakopee, Minnesota or Engineer-approved equal. If the force main terminates at a proposed manhole, then the proposed manhole may be required to be a polymer manhole or equal, as directed by the Wastewater review engineer.

NOTE: Other optional epoxy liners may be Strong-Seal® Systems Epoxy Topcoat as manufactured by Chemtron International, Inc. for Strong-Seal Systems of Pine Bluff, Arkansas. Spectra-Shield Lining Systems consisting of moisture barrier and adhesion coat of silicone-modified polyurea and a surfacing coat of closed- cell polyurethane foam, then a corrosion-barrier coat of silicone-modified polyurea as furnished and installed by Spectra-Shield Lining Systems: contact Mr. Troy Reed at (317) 710-2144 or Spectra-Shield Systems of Jacksonville, Florida. In other specific situations, the Owner might allow, if approved, Quadex Aluminaliner as manufactured by Quadex, Inc. of Little Rock, Arkansas (888-831-1650).

2.11 DUCTILE IRON PIPE

Ductile iron pipe, where designated on the Contract Drawings for gravity lines and force mains, shall conform to USA Standard A21.51 for centrifugally cast pipe. The pipe shall be manufactured of iron having acceptance values of 60-42-10.

Pipe shall be furnished in lengths of 18 feet to 20 feet and unless otherwise indicated shall be provided with a compression type slip joint equal to Fastite joint as manufactured by American. Gaskets and lubricants shall be furnished with the pipe.

Buried pipe shall be furnished with Protecto 401 Ceramic Epoxy, Series 431 Perma-Shield PL Ceramic Epoxy, or an engineer-approved equal ceramic epoxy lining on the inside with a bituminous seal coat and a bituminous casting on the outside. Cement lining shall conform to USA Standard A21.4. The exterior of the pipe shall be clearly marked to indicate the manufacturer, date of manufacture, the pipe class and weight. Exterior markings shall also positively identify the pipe as being Ductile Iron.

Pipe to be installed in pump station wet wells shall be fusion bonded epoxy coating 134 to protect against corrosion.

Ductile iron pipe shall be furnished with wall thickness in accordance with the following schedule (or heavier), unless noted otherwise on the Drawings (Thickness Class 50).

8"	0.27"
10"	0.29"
12"	0.31"
16"	0.34"
18"	0.35"
20"	0.36"
24"	0.38"
30"	0.39"
36"	0.43"

Ductile iron pipe for force mains shall be at least Thickness Class 51, unless shown otherwise on the Drawings. Ductile iron pipe on piers or in tunnels or bores shall be at least Thickness Class 52, unless shown otherwise on the Drawings.

Where indicated on the Contract Drawings, restrained joint pipe shall be provided. Such restrained joints shall be American Flex-Ring, U.S. Pipe Lok-Tyton, or equal.

All ductile iron pipe shall be first quality, with manufacturer's identification and pipe class clearly shown on each section.

Pipe manufacturer shall furnish, upon request, the test data for quality control during the manufacturing period for pipe furnished on the project. Testing and inspection shall be in accordance with ASA A.21.51. Tests to include hydrostatic test (500 psi - 10 sec.); tensile test; impact test; one sample to be taken during each casting period of approximately 3 hours.

2.12 IRON PIPE FITTINGS

All fittings shall be compact ductile iron, lined with Protecto 401 Ceramic Epoxy, Series 431 Perma-Shield PL Ceramic Epoxy, or an engineer-approved equal epoxy lining, manufactured in accordance with USA Standards A21.53-19, latest revision, unless otherwise indicated or directed. Minimum pressure rating shall be 350 psi. Unless indicated otherwise on the Drawings, mechanical joint fittings shall be used.

Fitting manufacturer shall furnish certificates that fittings were manufactured in compliance with ANSI A21.53-19, latest revision.

2.13 RIVER CROSSING PIPE

Ductile iron river crossing pipe used for the river crossing shall be Lok-Fast as manufactured by American Cast Iron Pipe Company, F-28 Super-Lock as manufactured by Clow or equal. River crossing pipe shall be furnished with Thickness Class 52, unless noted otherwise on the Drawings.

River crossing pipe shall conform to all items under Section 2.11 - Ductile Iron Pipe of these Specifications except for class thickness and joint type.

2.14 POLYVINYL CHLORIDE (PVC) SEWER PIPE

PVC sewer pipe, where designated on the Contract Drawings, shall conform to **SDR 26** or heavier, manufactured in accordance with ASTM D-3034, latest revision, for type PSM sewer pipe and fittings, 4" through 15", ASTM F-679 (wall thickness T-1), 18" through 36". Pipe shall be furnished in lengths not exceeding 13 feet. Pipe shall be furnished with integral bells. Gaskets and lubricants shall be furnished by the pipe manufacturer. Pipe and fittings shall be made of PVC plastic having a cell classification of 12454-B or 12454-C as defined in ASTM D-1784.

Joints shall be compression type utilizing an elastomeric gasket providing a positive seal against groundwater and root intrusion as well as sewage leakage and shall be in accordance with ASTM D-3212. Gaskets shall comply with physical requirements specified in ASTM F-477, latest revision. Lubricant shall be furnished with the gaskets and entirely compatible with gasket and pipe material.

Joints shall show no signs of leakage when tested as follows (supersedes ASTM D-3034): Typical joint assembly shall be subjected to internal hydrostatic pressure of 10.8 psig for 10 minutes without leakage; assembly shall also be subjected to internal vacuum of 22 inches of mercury or external pressure of 10.8 psig for 10 minutes without leakage. The above internal pressure and vacuum (or external pressure) tests shall be run on a typical joint assembly in concentric alignment and in a position of angular deflection to at least 3 degrees.

Testing and inspection of all pipe shall be done at the factory with a certified copy of test results furnished to the Engineer prior to any pipe being installed. Tests shall be done in accordance with ASTM D-3034 and ASTM F-679 and shall include: Pipe and Fitting Dimensions; Pipe Flattening; Impact Resistance; Pipe Stiffness; Joint Tightness; and Extrusion Quality. At least 1% of the production of each size furnished for this project shall be tested.

Each pipe section shall be marked with the following information:

4" to 15":

Manufacturer's name or trademark; nominal pipe size; PVC cell classification; Legend "Type SDR 26 PVC Sewer Pipe"; ASTM D-3034.

18" to 36":

Manufacturer's name or trademark; nominal pipe size; PVC cell classification; Legend "PS 116 PVC Sewer Pipe"; ASTM F-679.

2.15 POLYVINYL CHLORIDE (PVC) LARGE DIA. SEWER PIPE (CLOSED PROFILE)

Large diameter PVC sewer pipe (42" to 60") may be "closed profile pipe" manufactured in accordance with ASTM F-1803, latest revision, for PVC; PS 46 42-inch through 60-inch. Pipe shall be furnished in lengths not exceeding 14 feet. Pipe shall be furnished with integral bells; gaskets and lubricants shall be furnished by the pipe manufacturer. Pipe and fittings shall be made of PVC plastic having a cell classification of 12364 as defined in ASTM D-1784.

Joints shall be compression type utilizing an elastomeric gasket providing a positive seal against groundwater and root intrusion as well as sewage leakage and shall be in accordance with ASTM D-3212. Gaskets shall comply with physical requirements specified in ASTM F-477, latest revision. Lubricant shall be furnished with the gaskets and shall be entirely compatible with gasket and pipe material.

Joints shall show no signs of leakage when tested in accordance with Specification D-3212). Typical joint assembly and each pipe shall be subjected tests in full compliance with ASTM F-1830, latest revision.

Testing and inspection of all pipe shall be done at the factory with a certified copy of test results furnished to the Engineer prior to any pipe being installed. Tests shall be done in accordance with ASTM F-1803, latest revision, and shall include: Pipe and Fitting Dimensions; Pipe Flattening; Impact Resistance; Pipe Stiffness; Joint Tightness; and Extrusion Quality. At least 1% of the production of each size furnished for this project shall be tested.

Each pipe section shall be marked with the following information:

42-inch to 60-inch:

Manufacturer's name or trademark; nominal pipe size; PVC cell classification D-1784; Legend "PS 46 PVC Sewer Pipe"; ASTM F-1803.

Extreme care shall be taken by the Contractor when hand lining PVC closed profile pipe and when bedding. Bedding for PVC pipe shall be #67 compacted crushed stone under and over the pipe (Type 5 trench condition).

Note: For sewers exceeding 12 feet deep, the PS rating shall be PS 115.

2.16 POLYVINYL CHLORIDE (PVC) PRESSURE SEWER

PVC pressure sewer pipe, where designated on the Contract Drawings, shall conform to Class 200 rating or heavier manufactured in accordance with ASTM D-2241, latest revision. All pipe shall be manufactured from Class 12454-B polyvinyl chloride plastic (PVC 1120) as defined by ASTM D-1784. The pipe shall have NSF approval. The following tests shall be performed for each machine and on each size and type of pipe being produced with test results furnished to the Engineer prior to any pipe being installed.

Flattening Test - Once per shift in accordance with ASTM D-2412. Upon completion of the test, the specimen shall not be split, cracked, or broken.

Acetone Test (Extrusion Quality Test) - Once per shift in accordance with ASTM D-2152. There shall be no flaking, peeling, cracking, or visible deterioration on the inside or outside surface after completion of the tests.

Quick Burst Test - Once per 24 hours in accordance with ASTM 1599.

<u>SDR</u>	<u>Pressure Rating</u>	<u>Minimum Bursting Pressure, psi</u>
13.5	315	1,000
17	250	800
21	200	630

Wall Thickness and Outside Dimensions Tests - Once per hour in accordance with ASTM D-2122.

Bell Dimensions Test - Once per hour in accordance with ASTM D-3139.

In addition to the above, the pipe manufacturer shall furnish a certificate stating that they are fully competent to manufacture PVC pipe of uniform texture and strength and in full compliance with these Specifications and further stating that he has manufactured such pipe and done so in sufficient quantities to be certain that it will meet all normal field conditions. In addition, the manufacturer's equipment and quality control facilities must be adequate to ensure that each extrusion of pipe is uniform in texture, dimensions, and strength. Also furnish a certificate from the manufacturer certifying that the pipe furnished for this project meets the requirements of these Specifications.

All pipe shall be manufactured in the United States of America. All pipe for any one project shall be made by the same manufacturer.

The pipe may be furnished in the manufacturer's standard laying lengths of 20 feet, 38 feet, or 40 feet. The Contractor's methods of storing and handling the pipe shall be approved by the Engineer. All pipe shall be supported within 5 feet of each end; in between the end supports, there shall be additional supports at least every 15 feet. The pipe shall be stored away from heat or direct sunlight. The practice of stringing pipes out along the proposed sewer line routes will not be allowed.

Certain information shall be applied to each piece of pipe. At the least, this shall consist of:

- Nominal size
- Type of material
- SDR or class
- Manufacturer
- NSF Seal of Approval

Pipe that fails to comply with the requirements set forth in these Specifications shall be rejected.

Joints shall be of the solvent welded type for 2-1/2-inch and smaller conforming to ASTM D-2241. Compression joints conforming to ASTM D-3139 and F-477 shall be used for 3-inch or larger. All joints shall be designed to withstand the same pressure as required for the pipe.

Fittings shall be of the solvent welded type for 2-1/2-inch and smaller and solvent welded or compression for 3-inch and larger and shall be designed to withstand the same pressures as required for the pipe. Fittings shall be fabricated by the manufacturer of the pipe used and manufacturer shall be capable of supplying fittings with any combination of spigot (plain) end and socket (ball).

Fittings for C-905 force main pipe 4-inch through 16-inch shall be compact ductile iron conforming to USA Std. A21.53-84, latest revision. Fittings shall have interior lining and exterior coating as specified for ductile iron pipe.

Service Pipe: Service pipe shall be 2-inch Class 200 PVC pressure pipe made from Type C, Grade I, polyvinyl chloride plastic as defined in ASTM D- 1784, "Specifications for Project Poly (vinyl chloride) Compounds." The joints shall be of the solvent welded type and suitable for the pressure required of the pipe.

2.17 POLYETHYLENE (PE) PRESSURE PIPE AND FITTINGS

Pipe and fittings required shall conform to AWWA C906, latest revision; ASTM D- 1248, latest revision; and ASTM D-3350, latest revision.

Material used for the manufacturer of pipe and fittings shall meet the following latest requirements of ASTM and the Plastics Pipe Institute.

<u>Property</u>	<u>Unit</u>	<u>Procedure</u>	<u>Requirements</u>
Material Designation	-	PPI/ASTM	PE 3408
PPI Material Listing	-	PPI	PLEXCE P34CH
Material Classification	-	D-1248	III Driscope Series 4000
Cell Classification	-	D-3350	345434C
Density (3)	gm/cm ³	D-1505	0.955
Melt Flow (4)	gm/10 min.	D-1238	0.4 max
Flexural Modulus (5)	psi	D-790	133,000
Tensile Strength (4)	psi	D-638	3,500
ESCR (3)	Failure % Hrs.	D-1693	F _o 5000
HDB (4)	psi	D-2837	1600
UV Stabilizer (C)	% Carbon Black	D-1603	2 to 3
Elastic Modulus	psi	D-638	110,000
Brittleness Temperature	°F	D-746	-180
Vicat Softening Temperature	°F	D-1525	255
Thermal Expansion	in/in/°F	D-696	8 x 10 ⁻⁵
Hardness	Shore D	D-2240	64
Molecular Weight Category	-		Extra High
Molecular Weight	-	GPC	330,000
HDB @ 73.4 °F	psi	D-2837	1600
HDB @ 140 °F	psi	D-2837	800
Heat joining of thermoplastic pipe	-	ASTM D-2657	-

Pipe and fittings shall be manufactured from identical materials meeting the above requirements. The pipe manufacturer shall furnish a certificate stating that he is fully competent to manufacture PE pipe of uniform texture and strength and in full compliance with these Specifications and further stating that he has manufactured such pipe and done so in sufficient quantities to be certain that it will meet all normal field conditions. In addition, the manufacturer's equipment and quality control facilities must be adequate to ensure that pipe and fittings are uniform in texture, dimensions, and strength. Also furnish a certificate from the manufacturer certifying that the pipe furnished for this project meets the requirements of these Specifications.

Testing and inspection of all pipe shall be done at the factory with a certified copy of test results furnished to the Engineer prior to any pipe being installed. Tests shall be done in accordance with ASTM D-2837 and validated in accordance with latest revision of PPI TR-3. The Owner may take random samples and have them tested by an independent

laboratory. Samples that fail to comply with the requirements set forth in these Specifications shall be rejected.

Pipe and fittings shall be manufactured in accordance with ASTM F-714. Pipe and fittings shall be butt fusion type meeting the requirements of ASTM D-3261. All fittings shall be pressure rated to match the system piping and the outside diameter and minimum wall thickness shall meet the outside diameter and minimum wall thickness specification of ASTM F-714.

The joining method shall be done in strict accordance with the pipe manufacturer's written instructions. The pipe manufacturer shall provide a minimum of 16 hours of instruction time to observe and instruct the Contractor's personnel in the proper pipe joining method and installation of the pipe system. In addition, the pipe manufacturer shall provide a minimum of 8 hours of observation time throughout the duration of the pipe laying operation of the project. The pipe manufacturer shall provide a written report to the Contractor and to the Engineer of their observation including comments on proper procedure being followed.

Pipe and fittings shall be stored and handled in accordance with the manufacturer's recommendations. At a minimum, pipe and fitting shall be stored on clean, level ground to prevent damage. Any sections found to have cuts or gouges shall not be installed and such sections shall be removed from the project.

The polyethylene pipe and fittings shall be not less than the DR class or pressure class listed below. This is based on hydrostatic design basis at 73.4 degrees F.

<u>Nominal Pipe Size</u>	<u>O.D. of Polyethylene</u>	<u>DR and Pressure</u>
4"	4.80"	DR-9: 200 PSI
6"	6.90"	DR-9: 200 PSI
8"	9.05"	DR-9: 200 PSI
12"	13.20"	DR-9: 200 PSI

Fittings for PE piping shall be molded (PE) (or fabricated if molded not available) with electrofusion couplings in accordance with manufacturer's recommendations.

All fittings shall be pressure rated to match the piping.

Prior to ordering pipe, fittings, or detectable tape, the Contractor shall submit proposed materials to the Engineer for approval.

2.18 SEWER FITTINGS AND ADAPTERS

Fittings and adapters for use with PVC or ductile iron pipe shall be manufactured in accordance with the Specifications for the respective types of pipes.

Note: Special coupling adapters for point repairs on sewer lines and/or joining sewer lines shall provide for shear / differential settlement protection and shall be Mission Flex-Seal ARC sewer couplings as manufactured by Mission Rubber Company or Engineer/Owner-approved equal.

2.19 GATE VALVES

Gate valves 4-inch and larger shall be iron resilient seated, solid wedge type valves with non-rising stems (NRS). Valves shall be furnished with joint ends compatible with the pipe joints as approved by the Engineer and recommended by the manufacturer. Valves shall be suitable for installation in approximately vertical position in buried pipe lines. Stem seal shall consist of O-ring seals. All valves shall open to the left (counterclockwise), and shall be provided with 2-inch square operating nut. All underground gate valves which have nuts deeper than 30 inches below the valve box top shall have extended stems with nuts located within one foot of the valve box cap. Valve shall meet or exceed the requirements of AWWA C509.

2.20 PLUG VALVES

Plug valves shall be full port non-lubricated, eccentric type, with seats suitable for 200°F water under throttling service and for the 150 psi working pressure. Lengths shall be the same as gate valves. All valves shall open to the left (counterclockwise), and shall be provided with 2-inch square operating nut. All underground gate valves which have nuts deeper than 30 inches below the valve box top shall have extended stems with nuts located within one foot of the valve box cap.

2.21 BALL VALVES

Valves on pressure sewers 1-1/2-inch through 3-inch shall be PVC ball valves of true union design. The valves are to be opened and closed with a quarter turn. Working pressure at 70 degrees F shall be 150 pounds per square inch.

All ball valves shall be DUO-BLOC True Union ball valves as manufactured by ASAHI/America of Malden, MA.

2.22 REDUNDANT CHECK VALVE

Each service pressure line and/or connection assembly shall include a check valve for installation in the discharge line between the grinder pump and the sewer force main to ensure maximum protection against backflow in the event of sewer service line break.

The valve shall be 1-1/4-inch or 1-1/2-inch depending on the line size.

All check valves shall be Flowmatic #2085 PVC Ball Check valves

2.23 SMALL MISCELLANEOUS VALVES

Unless otherwise shown on the Drawings, gate valves 2-inch and smaller shall be all-bronze, single wedge disc, non-rising stem, and handwheel operated. Such valves shall be Crane No. 438, Lunkenheimer Figure 2129, or equal, for screwed end valves, and Crane No. 1320, Lunkenheimer Figure 2133, or equal, for solder joint valves.

Check valves 2-inch and smaller shall be as described in Section 2.22 above.

2.24 AUTOMATIC WASTEWATER AIR RELEASE VALVE FOR SMALL DIA. PRESSURE SEWER / FORCE MAINS (SMALLER THAN 4-INCH)

The automatic wastewater air release valve shall be designed to operate from a wastewater force main, pump, or system. After the air escapes out of the air release valve, the valve shall shut off until more air accumulates in it and the opening cycle repeats automatically. The wastewater air release valve shall be ARI Model #D-020 in

Nylon material as supplied by Hayes Pipe and Supply, Inc. of Nashville, Tennessee or approved equal.

The stainless steel float must withstand a minimum pressure of 1,000 psi. Each valve shall be complete with hose, two quick disconnect couplings, blowoff, and shutoff valves to permit backflushing without dismantling the valve. The valve shall be short body and the height (including the backflushing attachments) shall be not more than 24 inches. The valves shall be 2-inch size complete with shutoff valve unless otherwise noted on the Drawings.

2.25 COMBINATION AIR RELEASE AND AIR RELIEF/VACUUM VALVE FOR SEWAGE FORCE MAINS 4-INCH AND LARGER

Combination Air Release and Air/Vacuum Valve shall be ARI utilizing stainless steel materials in accordance with the Standard Detail Drawings.

Note: all piping, fittings, ball valves, saddles, etc. shall be stainless steel.

2.26 VALVE BOXES FOR PRESSURE SEWER BALL VALVE WITH TWO DIRECTIONAL CLEAN-OUT ASSEMBLIES

These boxes shall be traffic rated in accordance with Standard Detail Drawings.

2.27 VALVE BOXES FOR PRESSURE SEWER SERVICE CONNECTION ASSEMBLIES

Valve boxes for pressure sewer valves, cleanout and service connections shall be a standard plastic meter box with a nominal size of 16" x 10-3/4" x 12" and 6" extensions. The meter box shall be injection molded meeting ASTM D-2853-70, Class 1212. It shall be a rigid combination of polyolefin with inorganic component reinforcing and UV stabilizer additive to assure resistance to material degradation from ultraviolet light. The cover shall be molded of the same material and design with no molded protrusions for latching. **A 2-1/2-inch diameter 16-gauge steel reflector with dichromate coating shall be applied to the underside of the plastic cover for electronic detection.** The cover shall be green with the words "SEWER" imprinted on the top. **If valve box is located in a roadway or roadway shoulder subject to traffic, then valve box shall be constructed of cast iron.**

2.28 VALVE BOXES FOR ALL OTHER VALVES AND GRAVITY SEWER SERVICE ASSEMBLIES

Valve Boxes - Valve boxes are to be made of pre-cast concrete sections measuring 11"x13-1/4" inside dimensions and 17"x19-1/4" outside dimensions with the height of 12 to 15 inches. Reinforcement shall be placed and shall conform to the requirements of ASTM A-15 and ASTM A-305 for intermediate grade.

Footing blocks for standard concrete valve boxes are to be pre-cast in blocks measuring 12"x12"x4". No reinforcing steel is required in footing blocks.

Valve Box Frames and Covers shall be made of heavy cast iron and shall meet the requirements of ASTM A-48, Class 40.

All casting shall be made accurately to the required dimensions and shall be sound, smooth, clear and free of blemishes or other defects. Defective castings which have been plugged or otherwise treated to remedy defects shall be rejected. Contact surfaces of frames and covers to be machined so that the covers rest securely in the frames with

no rocking. The cover shall be in contact with the frames for the entire perimeter of the contact surface.

The valve box frames and covers shall be as manufactured by Bouchard No. 8006, Roadway Type, Nashville Standard or equal. The cover shall be marked "SEWER."

2.29 DETECTABLE TAPE AND TRACER WIRE

All pressure sewers and force mains not constructed of ferrous material shall be installed with detectable tape and tracer wire.

Detectable tape shall be 3 inches wide and shall be an inert, bonded layer plastic with a metalized foil core and shall be highly resistant to alkalis, acids, or other destructive chemical components likely to be encountered in soils. The tape shall be brightly colored to contrast with soil and shall bear the imprint "CAUTION -- SEWER LINE BURIED BELOW."

Additionally, the Contractor shall provide and install a 14-gauge insulated copper wire on top of the newly installed PVC force main or pressure sewer main. (See Standard Detail)

Note: The Contractor shall stub-up tracer wires in all valve boxes, air release assemblies, clean-outs, etc.

2.30 MANHOLE/VALVE MARKERS

Manhole/valve markers, if required, shall be Carsonite Markers as supplied by Consolidated Pipe and Supply Company, Inc., Nashville, Tennessee or approved equal.

2.31 SEWER SERVICE CLEAN-OUTS, WYES, BOXES, AND COVERS

Typical sewer service clean-outs (4-inch) shall be installed as per Standard Details. The clean-out shall consist of a clean-out wye (no tees) along with a 45° bend. The 4-inch plug or cap shall be contained in a precast concrete or cast iron frame and cover (meter type) box as described. The cleanout shall be installed at the property line and the service line shall be free of any fittings or bends between the cleanout and the sewer main. The service shall be installed near the center of the property and away from power and water services, as well as outside the driveway, and shall be coordinated with the homebuilder and the other utility companies before construction. The cleanout shall be protected with the Utility Defender, as manufactured by Utility Defender Inc. or equal, after the ditch inspection and after the sewer service connection is made.

Valve Boxes - Valve boxes are to be made of pre-cast concrete sections measuring 11"x13-1/4" inside dimensions and 17"x19-1/4" outside dimensions with the height of 12 to 15 inches. Reinforcement shall be placed and shall conform to the requirements of ASTM A-15 and ASTM A-305 for intermediate grade.

Footing blocks for standard concrete valve boxes are to be pre-cast in blocks measuring 12"x12"x4". No reinforcing steel is required in footing blocks.

Valve Box Frames and Covers shall be made of heavy cast iron and shall meet the requirements of ASTM A-48, Class 40.

All casting shall be made accurately to the required dimensions and shall be sound, smooth, clear and free of blemishes or other defects. Defective castings which have been plugged or otherwise treated to remedy defects shall be rejected. Contact surfaces of frames and covers to be machined so that the covers rest securely in the frames with

no rocking. The cover shall be in contact with the frames for the entire perimeter of the contact surface.

The valve box frames and covers shall be as manufactured by Bouchard No. 8006, Roadway Type, Nashville Standard or equal. The cover shall be marked "SEWER."

2.32 CASING PIPE

Where noted on the Drawings or required by these Specifications, roadway, railroad, or other crossings shall be made utilizing carrier pipe within a casing pipe. Sizes of carrier pipe and casing pipe shall be as noted on the Drawings or described in these Specifications. Casing pipe joints shall be of leak proof construction either steel (in accordance with the following table) or bituminous-coated corrugated metal (conforming to AREA specifications), unless specifically shown otherwise on the Drawings or in the Specifications describing construction requirements at a particular casing location.

Casing shall extend to the points indicated on the Drawings. The ends of the casing shall be protected against the entrance of foreign material but not tightly sealed, in a manner approved by the Engineer.

In situations where the bore method is utilized with a steel casing pipe, the carrier pipe shall be secured inside the steel casing pipe with casing chocks (minimum three per joint) as manufactured by Powerseal Pipeline Products Corporation of Wichita Falls, Texas, or Engineer-approved equal. Where casing chocks are used inside steel casing pipes, the requirement for sand or pea gravel backfill can be eliminated. Additionally, the ends of the steel casing pipe shall be sealed with casing pipe "End Seals", "Link-seal", or Engineer-approved equal.

TABLE OF MINIMUM WALL THICKNESS
FOR STEEL CASING PIPE
(COOPER E-80 LOADING)

Casing Diameter, <u>inches</u>	Wall Thickness with approved protective <u>coating, inches</u>	Wall Thickness without approved protective <u>coating, inches</u>
Under 14	0.188	0.251
14 & 16	0.219	0.282
18	0.250	0.313
20	0.281	0.344
22	0.312	0.375
24	0.344	0.407
30	0.406	0.469
36	0.469	0.532
42	0.500	0.563

The Contractor shall provide all materials to properly secure carrier pipe inside casing pipe in a manner approved by the Engineer.

The carrier pipe (water or sewer main) shall be secured inside the steel casing pipe by the use of casing chocks (three per joint) as manufactured by Powerseal Pipeline Products Corporation of Wichita Falls, Texas, or Owner/Engineer approved equal.

2.33 TUNNEL LINER PLATE

The steel lining shall consist of 8-gauge steel plates conforming to ASTM A-569 not to exceed 18 inches wide. Each circumferential ring shall be composed of the number and length of plates to complete the required diameter. The Contractor shall submit details of the lining for approval.

The strength of the casing or tunnel lining will be determined by its section modulus. Thickness of the metal for these steel plates shall not be less than 8-gauge allowing for standard mill tolerance conforming to AASHTO M-167.

All plates shall be punched for bolting on both longitudinal and circumferential seams, shall be of the lap type with offset equal to gauge of metal for full width of plates including flanges and shall have staggered-bolt construction so fabricated as to allow the cross-section of the plate to be continuous through the seam. All plates shall be of uniform fabrication and those intended for one size tunnel shall be interchangeable.

The new material used for the construction of these plates shall be new and unused and suitable for the purpose intended. Workmanship shall be first class in every respect.

After the plates are formed to shape and after all holes are punched, the plates shall be galvanized conforming to ASTM A-123. Plates shall then be bituminous coated conforming to AASHTO M-190.

All nuts and bolts shall be galvanized and conform to ASTM A-307, Grade A and ASTM A-153.

Plates shall be fabricated with grout holes to facilitate grouting above and around the tunnel liner. These grout openings shall be 2-inch I.P.T. half couplings welded into a hole in the center corrugation of a plate, and a galvanized C.I. plug shall be provided for each opening to permit tight closure after grout holes so that the spacing of holes will be on a maximum spacing of 18-inch centers at the top of the tunnel and at the top quarter points, staggered with holes at the top.

Field coating material shall be asphaltic mastic, Trumbull 5X or approved equal, and shall be applied with hydraulic spray equipment using a minimum of 2,400 pounds pressure at the nozzle tip. The material shall be supplied at spraying consistency and shall be applied both to the outside and inside of the liner plates. Plates may be hot-dipped to produce a similar coating.

2.34 TUNNEL LINER GROUT

The grout shall consist of Portland cement, water, sand and 2% approved additive (Bentorite, Septamine Seax, Hydrocide liquid, etc.). One part Portland cement with additive shall be combined to four parts clean sand and sufficient water added to provide a grout having the consistency of thick cream when well mixed.

2.35 TUNNEL BACKFILL

Material used to backfill the tunnel/bore shall be pea gravel or grout along with stainless steel anchors to secure carrier pipe submitted to and reviewed by the Engineer.

2.36 RIP-RAP

Rip-Rap stone material shall be sound, durable, free from cracks, pyrite intrusion and other structural defects. Wear shall not exceed sixty by the Los Angeles Method. When crushed aggregate is subjected to five alternations of the sodium sulfate soundness test, the weighted percentage of loss shall not be more than fifteen. At least 90 percent of the stone shall not be less than 8 inches wide by 12 inches long by 12 inches deep and shall be approximately rectangular in shape.

2.37 JOINT WRAP

External joint seals shall consist of a collar 9" to 24" wide with an outer layer of polyethylene, with a minimum tensile strength of 4000 psi and a minimum tear resistance of 1500 psi, and an under layer of rubberized mastic that is reinforced with a woven polypropylene fabric.

2.38 CHIMNEY SEALS

The chimney seal shall utilize a flexible rubber frame seal and where necessary an interlocking extension to extension or extensions, to seal the entire chimney of all sanitary manholes. The seal and extension or extensions shall extend from the lower base flange of the frame down to the top of the cone.

The frame seal shall be capable of repeated vertical movement of the frame of not less than 2 inches and/or repeated horizontal movement of not less than 1/2 inch after installation and throughout its design life.

The bands used to compress the sleeve against the manhole shall be integrally formed from 16-gauge stainless steel conforming to the applicable material requirements of ASTM C-923, Type 304, with no welded attachments and shall have a minimum width of 1 inch. The top compression band shall have a shape and width sufficient to, when tightened, will mechanically lock the sleeve to the manhole frame's base flange. The lower compression band shall be a flat strip to allow placement into the lower band recess of the seal and or extension. The tightening mechanism on both bands shall have the capacity to develop the pressures necessary to make a watertight seal and shall have a minimum adjustment range of 2 diameter inches. Screws, bolts and nuts used on the bands shall be 304 stainless steel.

2.39 PREFABRICATED GRINDER SEWAGE PUMP STATIONS

2.39.1 General

The Contractor shall furnish and install a factory-built simplex or duplex grinder pump station consisting of either location shown on the Drawings or as directed by the Engineer.

The Contractor shall be responsible for all material furnished by themselves and shall replace, at their own expense, all such material found defective in

manufacture or damaged on delivery. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective.

The Contractor shall be responsible for the safe storage of material furnished by themselves until it has been incorporated in the completed project. All motors and electrical and mechanical components shall be stored in a dry environment. The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign matter at all times.

Note: All guide rails, lifting chain/cables, brackets, etc. inside the pump station basin shall be of non-corrosive materials such as stainless steel, fiberglass, etc.

2.39.2

Products

Grinder Pump: The manufacturer shall furnish a factory-built simplex or duplex grinder pump station consisting of either one or two grinder pump units as applicable with mercury switch level controls, discharge piping, pump mounting plates with bottom rail supports, upper rail supports or guide rails, a quick disconnect coupling, lifting chain, reinforced fiberglass pump cover plate, and all necessary parts and equipment installed in a fiberglass reinforced polyester tank as described in the following specifications. The discharge piping and/or check valves shall be so designed as to prevent siphoning of wastewater from the pump basin when conditions of negative pressure exist at the point of connection to the pressure system piping network. The grinder pump station shall be as of the same manufacturer as existing equipment being utilized by the City.

Operating Conditions: The pumps shall be of centrifugal type. The pumps provided shall be capable of delivering a minimum of 16 GPM against a normal rated total dynamic head of 85 feet with a maximum shut-off head of 110 feet. Pump motor shall be a minimum of 2 HP, single phase, 230V, 3,450 rpm, 60 cycle. The pumps shall not overload at any point on the performance curve and shall be free from harmful effects of cavitation at either high or low head.

Tank:

The tank shall be a minimum of 24 inches in diameter for simplex systems and a minimum of 36 inches in diameter for duplex systems of depth as shown on the attached Drawings.

The tank shall be molded of fiberglass reinforced polyester resin of the lay-up and spray technique to assure that the interior surface is smooth and resin rich.

The tank shall have a minimum wall thickness of 1/4-inch. A heavy rib or flange shall extend around the basin for strength and shall have holes through the rib for anchoring in concrete to prevent flotation.

Tank Cover:

Cover shall be 7/15-inch-thick fiberglass with reinforcing ribs with high temperature bake epoxy paint. Cover shall be bolted to basin with cap screws. Nuts for screws shall be completely embedded in the fiberglass to prevent turning and for corrosion resistance. Cover to be sealed with caulking compound or a gasket fastened to covers.

A basin inlet flange with "O"-ring for 4-inch Schedule 40 plastic pipe shall be included but not mounted on the basin. Flange to be mounted in the field at inlet height required by the installation. Conduit fittings shall be furnished for sealing cords from control box into conduit entering basin. This is to prevent sewer gases from carrying to control box.

Check Valve:

Check valves shall be in accordance with Section 2.22 – "Materials."

Shut-Off Valve:

Shut-off and ball valves shall be in accordance with Section 2.21 – "Materials."

Pump and Motor:

The grinder pump and motor are to be especially designed and manufactured so that they can operate completely submerged in the liquid being pumped. Electrical power cord is to be sealed by use of a cord grip with individual conductors additionally sealed into the cord cap assembly with epoxy sealing compound, thus eliminating water getting into the motor by following individual conductors inside the insulation. The cord grip shall have a male taper pipe thread which is threaded into a female taper pipe thread in a cord cap. The cord cap shall be sealed into the motor housing with a Buna-N "O"-ring, providing an electrical connection which is completely watertight, yet may be easily removed for service.

The combination centrifugal pump impeller and grinder unit shall be attached to a common motor and pump shaft made of stainless steel. The grinder unit shall be on the suction side of the pump impeller and discharging directly into the impeller inlet leaving no exposed shaft to permit packing of ground solids. The grinder shall have two stages or have grinding impeller and shredding ring. Both stationary and rotating cutters shall be made of hardened and ground stainless steel. Pump and motor housings are to be high quality gray iron castings. Impeller shall be bronze. All fasteners shall be of a high-grade stainless steel.

The pump motor shaft shall be sealed by two mechanical carbon and ceramic faced seals within an oil-filled chamber to provide clean, constant lubrication. The shaft shall be supported by a ball radial and thrust bearing and a lower bronze radial sleeve bearing between the shaft seals to minimize overhang, both running in oil.

The motor winding and rotor are to be mounted in a sealed, submersible type housing which is filled with clean high-dielectric oil for bearing lubrication and to transmit heat from motor winding to outer housing. Motor winding shall be securely held in the housing with machine screws or it shall be pressed into the housing.

Controls for Simplex Station:

Sealed float type mercury switches shall be supplied to control sump level and alarm signal. The mercury tube switches shall be sealed in a solid polyurethane float for corrosion and shock resistance. The support wire shall have a heavy neoprene jacket and a weight shall be attached to cord above the float to prevent sharp bends in the cord when the float operates under water.

The float switches shall hang in the sump supported only by the cord that is held to the NEMA 4 fiberglass junction box. Two float switches shall be used to control level. One for pump turn-on, one for pump turn-off, and a third switch shall be provided for alarm control.

A red alarm light is to be supplied for mounting on the control box.

The light shall consist of a 40-watt high-intensity bulb and a red polycarbonate lens with a neoprene gasket. The alarm light will flash to indicate a high-water condition and go out when the water level drops.

Operation of Simplex System

On sump level rise, the lower mercury switch shall first be energized, then upper-level switch shall next energize and start pump. With pump operating, sump level shall lower to low switch turn-off setting and pump shall stop. If level continues to rise when pump is operating, the alarm switch shall energize. All level switches shall be adjustable for level settings from the surface.

Electrical Control Panel for Simplex Station:

Control panel shall have a NEMA 3R/12 weatherproof enclosure. A lock hasp shall be provided on door. A circuit breaker shall be provided for the pump and a magnetic starter with one leg overload protection for single-phase operation shall be supplied. H-O-A Switches and run lights shall be supplied for the pump. Terminal strip shall be provided for connecting pump and control valves. Additional terminals shall be provided to connect alarm. Control circuit shall be 115V or a transformer shall be supplied to give 24V control circuit. The control panels shall be provided with a disconnect switch that will permit the servicing of the various electrical components without such components being subject electrical power.

Note: Control panel must be UL listed as a complete unit.

Controls for Duplex Station:

Sealed float type mercury switches shall be supplied to control sump level and alarm signal. The mercury tube switches shall be sealed in a solid polyurethane float for corrosion and shock resistance. The support wire shall have a heavy neoprene jacket. A weight shall be attached to cord above the float to hold switch in place in sump. Weight shall be above the float to effectively prevent sharp bends in the cord when the float operates. The float switches shall hang in the sump supported only by the cord that is held to the NEMA 4 cast iron or cast aluminum junction box. Three float switches shall be used to control level; one for pump turn-on, one for pump turn-off, and a one for both pumps turn-on. A fourth switch shall be provided for alarm control.

A red alarm light is to be supplied for mounting on the control box.

The light shall consist of a 40-watt high-intensity bulb and a red polycarbonate lens with a neoprene gasket. The alarm light will flash to indicate a high-water condition and go out when the water level drops.

Operation of Duplex System:

On sump level rise, the lower mercury switch shall first be energized, then upper-level switch shall next energize and start lead pump. With lead pump operating,

sump level shall lower to low switch turn-off setting and pump shall stop. Alternating relay shall index on stopping of pump so that lag pump will start on next operation. If sump level continues to rise when lead pump is operating, override switch shall energize and start lag pump. Both lead and lag pump shall operate together until low level switch turns off both pumps. If level continues to rise when both pumps are operating, alarm switch shall energize and signal the alarm. If one pump should fail for any reason, the second pump shall operate on the override control and if level continues to rise the alarm switch shall energize and signal the alarm. All level switches shall be adjustable for level setting from the surface.

Electrical Control Panel for Duplex Station:

Control panel shall have a NEMA 3R/12 weatherproof enclosure. A lock hasp shall be provided on door. A circuit breaker shall be provided for each pump and a magnetic starter with one leg overload protection shall be supplied. An alternating relay or solid-state alternator shall be provided to alternate pumps on each successive cycle of operation. Starters shall have auxiliary contact to operate both pumps on override condition. An interlock relay shall be provided to automatically reconnect the control circuit in case of circuit breaker trip on one pump. H-O-A switches and run lights shall be supplied for each pump. Terminal strip shall be provided for connecting pump and control wires. Additional terminals shall be provided to connect alarm. Control circuit shall be 115V or a transformer shall be supplied to give 24V control circuit. The control panels shall be provided with a disconnect switch that will permit the servicing of the various electrical components without such components being subject electrical power.

Note: Control panel must be UL listed as a complete unit.

Wiring:

It shall be the responsibility of the electrical contractor to furnish and install, according to the plans and in compliance with appropriate national and local codes, the branch circuit protection and all wiring to the pump leads and to the high-alarm indicator lamp.

Corrosion Protection:

All materials exposed to wastewater shall have inherent corrosion protection: i.e., cast iron, fiberglass, stainless steel, PVC. Any exterior steel surfaces are to be suitably protected against corrosion.

Serviceability:

The grinder pump unit shall have provisions for lifting to facilitate easy removal of the unit from the tank if necessary.

Manufacturer:

The equipment specified shall be the product of a company experienced in the design and manufacture of grinder pumps for specific use in low-pressure sewage systems. The company shall submit detailed installation and user instructions for its product; submit evidence of an established service support program including complete parts and service manuals; and be responsible for maintaining a continuing inventory of grinder pump replacement parts.

Warranty:

The manufacturer shall warrant its product to be free from defects in material and factory workmanship for a period of one year from date of acceptance. Repair or parts replacement required as a result of such defects will be made free of charge during this period.

The manufacturer will provide the General Contractor specific instruction on the assembly and installation of the pump stations and related equipment.

The manufacturer will furnish, at their own expense, the services of a factory trained serviceman to instruct the Owner's personnel in the operation and maintenance of the pumps and related equipment. The individual performing the instruction to the Owner is to be trained and/or certified by the manufacturer as its authorized operation, maintenance, and service specialist. Allow a minimum of three days on at least two separate trips for this instruction. The schedules of the visits are to be approved by the Engineer.

Execution

Install the grinder sewage pump station as shown on the Drawings and in accordance with the manufacturer's recommendations.

Obtain the services of the manufacturer's service engineer to check the installation of each grinder sewage pump station and make any field adjustments necessary to ensure proper operation.

2.40 PUMP STATION CONTROLS

Duplex control panels shall be provided and assembled with high level alarm, disconnects, automatic starters or VFDs with lead and lag, auto-alternation, elapse time meters for each pump motor and UL listed as a complete assembly. Contacts are to be provided for a future SCADA telemetry.

The Contractor shall furnish and install a digital level controller (duplex pump controller and transducer to control sump level and alarm signals). Level Controller shall be Evoqua LC2000 level control with 0I3000 operator interface or approved equal. Float backups shall be provided for lead pump start, lag pump start, pump off, and high-level alarm.

The electrical control equipment shall be mounted within a NEMA rated stainless steel enclosures, dead front type control enclosure. Enclosures to be installed indoors shall be NEMA 1 and outdoors shall be NEMA 4X.

The enclosure door shall be hinged and sealed with a neoprene gasket. It shall include a removable plated steel back panel on which control components shall be mounted. Back panel shall be secured to enclosure with collar studs. Operator controls shall be mounted on the enclosure door.

The pump control panel shall be equipped to terminate pump operation due to high motor winding temperature or moisture in the motor housing and shall utilize the contacts in the pump motor. If either event should occur, the motor starter will drop out, and a mechanical indicator, shall indicate the pump motor has been shut down. The pump motor shall automatically reset when the condition has been corrected. However, the mechanical indicator shall require manual reset. Dry contacts, wired to terminal blocks, shall be furnished for each pump for thermal/moisture shutdown.

The control circuit shall be protected by a normal duty thermal- magnetic air circuit breaker which shall be connected in such a manner as to allow control power to be disconnected from all control circuits.

Pump mode selector switches shall be connected to permit manual start and manual stop for each pump individually, and to select automatic operation of each pump under control of the liquid level control system. Manual operation shall override the liquid level control system. Selector switches shall be heavy duty, oil-tight design, with contacts rated NEMA A300 minimum.

Pump controller shall monitor and log the following parameters:

- Wet Well Level
- High Alarm Status
- Pump Run Status
- Pump Alarm Status
- Pump Seal Failure
- Pump Run Times
- Pump Station Loss of Power

2.41 PUMP STATION ENCLOSURES

Enclosures walls and roof shall be seamless, one-piece sprayed fiberglass panels laminated to form a structural composite as follows: 1/8" thick fiberglass outside surface, minimum 2" thick urea foam polyurethane core, 7/16" oriented strand board (OSB), and 3/32" thick fiberglass inside surface. OSB shall replace foam at all cut-out openings and penetration points. Each wall panel shall overlap at the corner and form an internal connection joint using stainless steel hardware. All panel joints shall be thoroughly sealed with silicone caulk. The enclosure shall have a minimum R-10 insulation factor and shall be capable of withstanding 150 mph wind loads. All exterior surfaces shall be textured isophthalic gel coat finish incorporating ultra-violet inhibitors.

Enclosures for pump stations rated for less than 180 gpm shall include hinged panels or a sliding panel design to provide access to the pumps and control panels.

Enclosures for pump stations rated for more than 180 gpm shall be rectangular with minimum outside dimensions of 11.5' wide by 18' long and shall have a minimum outside height of 9' at the roof peak. The roof panel shall be a peaked, one-piece design incorporating the same materials of construction as the side walls. The pitch of the roof shall be sufficient for good moisture drainage, and withstand a minimum snow load of 40 pounds per square foot.

The station enclosure shall be furnished with extra wide doors. A double hung door design with 3-point locking hardware, door holder, and hinges on each section shall allow complete access to the 6'-0" x 6'-8" full door opening without the need for a center sill. Each door shall be hung with (3) three stainless steel ball bearing type hinges incorporating a three-point closure system with a lockable door handle. An adjustable door positioner and holder shall be mounted at the top of the doors. A gasket consisting of solid rubber and sponge shall seal the doors while closed. The doors and all hardware shall be mounted to withstand 150 MPH winds. A wall mounted drip molding will be installed above each door.

The interior of the station shall be illuminated by factory installed 120-volt fluorescent light fixtures. All lights will be prewired and run to a load center through PVC conduit and

a weatherproof switch shall be installed adjacent to each station entrance. The lighting circuit shall be protected by a thermal-magnetic circuit breaker.

All enclosures shall include a ventilating blower in order to remove the heat generated by continuous motor operation. The ventilating blower shall be turned on and off automatically by a preset thermostat. A louvered opening shall cover the discharge. An electric heater controlled by a present thermostat shall be furnished. The heater shall be rigidly mounted in the station to prevent removal.

2.42 ISOLATION GLAND KITS

All connections between stainless steel piping and dissimilar metals shall be accomplished through the use of a Flange Isolation Gasket Kit. The isolation kit shall be designed to provide cathodic protection from stray currents between the dissimilar metals. Flange insulation kits shall contain a full-face Trojan style insulation gasket manufactured from Nema grade G-10 glass reinforced epoxy retainer with a Nitrile seal, two insulating washers manufactured from Nema grade G-10, two steel (SAE zinc plated steel) back-up washers and one Nema Grade G-10 sleeve for each bolt.

SECTION 3 - CONSTRUCTION

3.1 GENERAL

The streets, roads, and easements in which lines shall be placed have been indicated on the Drawings. Any change from locations approved by the Sewer Department shall be approved by the Sewer Department before construction.

Where the excavation exceeds the required depth, the Contractor shall bring the excavation to proper grade through the use of an approved incompressible backfill material (generally crushed stone or fill concrete, depending upon the nature of the facility to be placed thereon). In the event unstable soil conditions are encountered at the bottom of the excavation, the Engineer will direct the Contractor to continue the excavation to firm soil or to provide pilings or other suitable special foundations, with such action subject to approval by the Sewer Department.

The Contractor shall take such precautions as may be necessary to avoid endangering personnel, pavement, adjacent utilities or structures through cave-ins, slides, settlement or other soil disturbance resulting from their operations and shall comply with government regulations.

Backfilling shall be carried out as expeditiously as possible but shall not be undertaken until the Owner's Representative has been given the opportunity to inspect the work. The Contractor must carry out all backfilling operations with due regard for: the protection of pipes, structures and appurtenances; the use of prescribed backfill materials; and procedures to obtain the desired degree of compaction.

All shade trees, telephone poles, power poles, etc. along the line of work shall be protected, and sufficient barricades, lanterns, etc. shall be provided for the protection of the public.

3.2 TRENCH EXCAVATION

3.2.1 General

Trenching must be done in a neat and workmanlike manner maintaining proper vertical and horizontal alignment. Alignment shall be maintained by the use of offset hubs and batter boards at maximum 50-foot intervals or with a laser device or with other methods approved by the Sewer Department. The Engineer shall check all cut sheets before construction begins.

Trenches shall be neatly excavated to the alignment and depth required for the proper installation of pipe, bedding material and appurtenances. Trenches shall be opened up far enough ahead of pipe laying to reveal obstructions but, in general, shall not include more than 300 feet of continuous open trench at any time.

The Contractor will be required to follow up trenching operations promptly with pipe laying, backfill and clean-up, and in event of failure to do so, may be prohibited from opening additional trench until such work is completed. This requirement is particularly applicable to work being done in developed areas.

The Contractor shall plan their operations so as to cause a minimum of inconvenience to property owners and to traffic. No road, street or alley may be closed unless absolutely necessary and then only if the following conditions are met:

1. Permit is secured from appropriate State, County or Municipal authorities having jurisdiction.
2. Fire and Police Departments are notified before road is closed.
3. Suitable detours are provided and are clearly marked.

No driveways shall be cut or blocked without first notifying the occupant of the property. Every effort shall be made to schedule the blocking of drives to suit the occupants' convenience and except in case of emergency, drives shall not be blocked for a period of more than 8 hours. The Contractor shall furnish and maintain barricades, signs, flashing lights, and other warning devices as necessary for the protection of public safety. Flagmen shall be provided as required on heavily traveled streets to avoid traffic jams or accidents.

Trench width shall be held to a minimum consistent with proper working space for assembly of pipe. Maximum trench width up to a point one foot above top of pipe shall be limited to the outside pipe diameter plus 16 inches. Boulders, large stone, shale and rock shall be removed to provide clearance of 6 inches below and on each side of the pipe. Trench walls shall be kept as nearly vertical as possible with due consideration to soil conditions encountered and when necessary, sheeting or bracing shall be provided to protect life and property. Where unstable soil conditions are encountered at the trench bottom, the Contractor shall remove such additional material as may be directed by the Engineer and replace the excavated material with approved backfill or otherwise provide stable bedding for pipe as directed by Engineer and approved by Sewer Department.

The Contractor shall excavate by hand wherever necessary to protect existing structures or utilities from damage or to prevent overdepth excavation in the trench subgrade.

Excavated material shall be stored safely away from the edge of trench and in such a way as to avoid encroachment on private property.

3.2.2 Rock Excavation

Where rock is encountered, the excavation shall be carried to a depth of 6 inches below the barrel of the pipe, or the bottom of the structure, and the excess excavation shall be backfilled with crushed stone, sand or other approved bedding material firmly compacted. Boulders and large stones, rock or shale shall be removed to provide a clearance of at least 6 inches below all parts of the pipe or fittings and to clear width of at least 6 inches on each side of all pipe and appurtenances.

Where rock is encountered, the Contractor shall "mattress" the trench during blasting operations and shall use all precautions necessary to protect adjacent property against damage resulting from their operations. Rock excavation in proximity to other pipes or structures shall be conducted with the utmost care to prevent damage to the existing structures and any such damage caused shall be

promptly repaired at the Contractor's expense. Blasting operations shall not be conducted within 25 feet of finished sewer or water pipe and rock excavation shall be completed at least 25 feet ahead of pipe laying.

Extreme care shall be exercised in blasting with signals of danger given and displaced before the firing of any charge. The Contractor shall, in all their acts, conform to and obey all rules and regulations for the protection of life and property that may be imposed by any public authorities or that may be made from time to time by the Engineer relative to the storing and handling of explosives and the blasting operations. No blasting shall be done at any time except by persons experienced in this line of work.

Where rock is encountered in the immediate vicinity of gas mains, telephone cables, building footings, gasoline tanks or other hazardous areas, the Contractor shall remove the rock by means other than blasting. Care shall be taken in blasting operations to see that pipe or other structures previously installed are not damaged by blasting.

3.2.3 Sheeting and Shoring

The Contractor shall provide such bracing, sheeting or shoring as may be necessary for the protection of life and property, or where such protection is specifically required by the Engineer because of potential danger to life, property or the completed structure. Sheeting will be required where necessary to restrict the trench width to acceptable limits above the top of pipe.

Sheeting, shoring or bracing shall conform to applicable safety codes and shall be left in place until the pipe is laid, checked, and backfilled to a safe level at or above top of pipe. The bracing or sheeting may then be removed in an approved manner unless the Engineer specifically directs that the sheeting be left in place. Where the sheeting is left in place either at the direction of the Engineer or option of the Contractor, the sheeting shall be cut off at least 18 inches below the finished ground level.

Care shall be taken in removing sheeting to avoid weakening the trench, increasing the backfill load, or endangering adjacent property. Voids left by the removal of sheeting shall be filled in and compacted with suitable material using tamps intended for this purpose.

3.2.4 Surface Obstructions

All buildings, walls, fences, poles, bridges, railroads, trees, and other property or improvements encountered shall be carefully protected from all injury, and in the event that any of the foregoing are damaged or removed during the process of the work, they shall be repaired or replaced in a satisfactory manner. Special care must be exercised in trenching under or near railroads in order to avoid or minimize delays or injuries resulting therefrom. Where it is necessary to cross beneath railroad tracks, the Contractor shall make such installations in a casing of large diameter as approved by the Railroad Company and the Sewer Department.

3.2.5 Subsurface Obstructions

In excavating, backfilling, and laying pipe, care must be taken not to remove, disturb, or injure other pipes, conduits, or structures without the approval of the

Sewer Department. If necessary, the Contractor, at their own expense, shall sling, shore up and maintain such structures in operation and within a reasonable time shall repair any damage done thereto. Repairs to these facilities shall be made to the satisfaction of the Sewer Department.

The Contractor shall give sufficient notice to the interested utility of their intention to remove or disturb any other pipe, conduit, etc. and shall abide by their regulations governing such work. In the event subsurface structures are broken or damaged in the prosecution of the work, the Contractor shall immediately notify the proper authorities and shall be responsible for any damage to persons or property caused by such breaks.

When pipes or conduits providing service to adjoining buildings are broken during the progress of the work, the Contractor shall have them repaired at once. Delays, such as would result in buildings being without service overnight or for needlessly long periods during the day, will not be tolerated, and the Sewer Department reserves the right to make repairs at the Contractor's expense without prior notification. Should it become necessary to move the position of a pipe, conduit, or structure, it shall be done by the Contractor in strict accordance with instruction given by the Engineer or the utility involved.

3.3 INSTALLATION OF SEWER PIPE AND ACCESSORIES

3.3.1 General

The Contractor shall use only experienced men in the final assembly of pipe in the trench, and all pipe shall be laid in accordance with these Specifications and the recommended practice of the pipe manufacturer. Trench bottoms shall be carefully prepared, shall be free of water, and bedding as specified shall be in place.

Care shall be exercised to ensure that pipe of the proper strength or classification meeting the specifications in every respect is provided at the site of pipe laying operations. Recommended tools, equipment, lubricant and other accessories needed for proper assembly or installation of the pipe shall be provided at the site of the work. Any damaged or defective pipe discovered during the pipe laying operations shall be discarded and removed from the site of the pipe laying operations.

Alignment and grade shall be carefully maintained during the laying operations. The method used for maintaining grade and alignment must be acceptable to the Engineer and the Sewer Department and must produce the desired results. The top of the bedding material must be brought to the exact grade and must be shaped so as to provide effective support for the bottom quadrant of the pipe except at the bells.

The Contractor shall exercise care in the storage and handling of pipe, both on the storage yard and at the site of laying operations. Suitable clamps, slings, or other lifting devices shall be provided for handling pipe and fittings. Pipe and fittings shall be inspected for defects and for dirt or other foreign material immediately before placing them in the trench. Suitable swabs shall be available at the site of laying operations, and any dirt or foreign material shall be removed from the pipe before it is lowered into the trench.

3.3.2

Bedding

It is desired that trench widths from a point one (1) foot above the top of the pipe down to the bottom of the trench be held to a minimum consistent with the provisions of necessary space for proper assembly of the pipe. In general, the trench width shall not exceed that shown in the trench and backfill detail.

A minimum of 6 inches of crushed stone bedding shall be placed in the bottom of the trench to provide continuous support of the bottom quadrant of the pipe. The Contractor shall bring the crushed stone bedding up to the required level to provide support to the bottom quadrant and shall then shape the bedding to receive the pipe. Bell holes shall be dug so that the bottom of the bells will not support the pipe.

After the bedding has been shaped and the pipe has been installed, crushed stone backfill shall be carefully placed by hand and compacted on both sides of the pipe and up to a level 12 inches above the top of the pipe.

In addition to maximum trench width, the selection of pipe has been based on the use of 6 inches of crushed stone bedding to provide continuous support of the bottom quadrant of the pipe plus crushed stone backfill carefully placed and compacted on both sides of the pipe and up to a level 12 inches above the top of the pipe. It is therefore essential that these conditions be observed in the installation of the pipe.

3.3.3

Pipe Laying

After the pipe has been cleaned and inspected for defects and lowered into the trench, the mating surfaces of the compression joint shall be wiped clean and coated with lubricant of a type supplied by the pipe manufacturer. The pipe shall then be assembled with due care being taken to ensure that the spigot end of the pipe is shoved home and that the pipe is left in proper grade and alignment.

Whenever pipe laying operations are to be discontinued for a period of time exceeding 2 hours, the end of the pipe shall be carefully secured to avoid displacement or misalignment and a tight-fitting plug or stopper shall be placed in the line. Upon resumption of laying operations, the plug or stopper shall not be removed from the line until any water, mud or other debris has been removed to avoid entry into the completed section of the sewer.

Installation of sewer pipe, including force mains, shall conform to provisions of these Specifications and recommendations of the pipe manufacturer. Installation instructions provided by the pipe manufacturer shall be available at all times at the location of the work.

The proper gaskets and lubricants shall be furnished by the pipe manufacturer and lubricants shall be delivered to the job site in properly labeled, unopened containers.

Wye branches or tees and other fittings shall be placed in the sewer line as shown on the Drawings or as directed by the Engineer as pipe laying progresses. The Contractor shall keep accurate records of their location.

See Standard Detail Drawing for gravity sewer service clean-out assemblies and boxes.

Laying Ductile Iron Pipe

Where ductile iron pipe is shown, specified or directed by the Engineer, the pipe shall be of the type and class as indicated. Ductile iron pipe to be installed in trenches shall be laid on crushed stone bedding and shall be backfilled with compacted crushed stone around and above the pipe as specified for other pipe materials. The bedding material shall be shaped to provide continuous support for the ductile iron pipe throughout its length except at bells.

Unless otherwise indicated cast iron pipe shall be laid with slip type compression joints equal to the manufacturer's standard for pressure water pipe, and assembly of the joints shall be in accordance with the manufacturer's recommendations using lubricant and accessories as provided by the pipe manufacturer.

Whenever it is necessary to cut a joint in order to fit the trench conditions, the cutting shall be done using the equipment as recommended by the manufacturer for the specific type of pipe involved. The cut shall be made so as to leave a smooth end at right angles to the axis of the bore and the end shall be beveled or finished as required to make the joint without risk of damage to the gasket.

In stream crossings, ravines, shallow cuts and other locations where the pipe will not be laid on bedding placed on original subgrade, the pipe shall be supported on concrete piers as detailed on the Drawings or as directed by the Engineer. Piers shall be of Class C concrete with reinforcing as shown. The tops of piers shall be carefully set at the exact elevation and shall be shaped so as to provide support for the bottom half of the pipe with allowance being made for the outside diameter of the pipe plus the thickness of a layer of tarred felt around the outside of the pipe.

After the concrete has obtained satisfactory strength the ductile iron pipe may be installed across the piers using one or more layers of tarred felt between the surface of the concrete and the outside diameter of the pipe. The Contractor may, at their option, install the pipe to exact grade and alignment using temporary supports and then construct the permanent piers for the pipe, provided suitable precautions are taken to avoid any misalignment during the construction of the piers.

Laying Polyvinyl Chloride Pipe (PVC)

Installation of polyvinyl chloride pipe shall conform to ASTM 2321, latest revision. PVC pipe shall be laid on crushed stone bedding and shall be backfilled with compacted crushed stone around and above the pipe as outlined in Sections 3.3.2 and 3.8.1. The bedding material shall be shaped to provide continuous support for the PVC pipe throughout its length except at bells. Blocking shall not be used to bring the pipe to grade.

Whenever it is necessary to cut a joint of pipe in order to fit the trench conditions, the cutting may be made with either hand or mechanical saws or plastic pipe cutters. The cut shall be square and perpendicular to the pipe axis. The cut end shall be beveled to as closely resemble the factory bevels as possible.

Unless otherwise indicated or directed by the Sewer Department, fittings shall be of the same material as the pipe line in which they are to be installed. Fittings shall be furnished with joints of the same type used throughout the rest of the

pipe line unless such joint shall not be available and the Engineer should approve a substitute type joint. Fittings shall be of the type indicated on the Drawings and shall be the manufacturer's standard conforming to all applicable standard specifications and dimensional tolerances appropriate for the material of construction.

Assemble all joints in accordance with recommendations of the manufacturer.

Installation of Pressure Sewer

Lay the pressure sewer to and keep it at the lines and grades required by the Drawings. All fittings shall be at the required locations and spigots well centered in the bells.

Unless otherwise indicated by the Drawings, all pressure sewers shall have at least 24 inches of cover. No departure from this policy shall be made except at the order of the Sewer Department.

Provide and use tools and facilities that are satisfactory to the Sewer Department and that will allow the work to be done in a safe and convenient manner. Use a derrick, ropes, or other suitable equipment to lower all pipe fittings into the trench one piece at a time. Carefully lower each piece so that neither it nor any protective coating or lining it may have may be damaged. Under no circumstances, drop or dump pressure sewer materials into the trench.

Lower no pipes and fittings into the trench until they have been swabbed to remove any mud, debris, etc. that may have accumulated within them. After the pipe has been lowered, remove all unnecessary materials from it. Before any pipe is laid, brush and wipe clean the outside of its spigot end and the inside of its bell and ensure that the pipe is dry and oil-free.

Take every precaution to keep foreign material from getting into the pipe while it is being placed in the line. If the crew laying the pipe cannot put it into the trench and in place without allowing earth to get inside it, then place a heavy, tightly woven canvas bag of suitable size over each end of the pipe and leave it there until it is time to connect that pipe to the one adjacent to it.

Place no debris, tools, clothing, or other materials in the pipe during laying operations.

After a length of pipe has been placed in the trench, center the spigot end in the bell of the adjacent pipe and then insert to the depth specified by the manufacturer and bring to the correct line and grade. Secure the pipe in place by tamping an approved backfill material around it.

Bell holes shall be big enough so that there is ample room for the pipe joints to be properly made. Between bell holes, carefully grade the bottom of the trench so that each pipe barrel will rest on a solid foundation for its entire length.

Whenever pipe laying is not in progress, close the open ends of pipe in the trench that cannot be completed until a later time with packing in order to make them as watertight as possible. This shall be done not only at the end of each working day but also before work is stopped for lunch periods, bad weather, or any other reason. If there is water in a trench, this seal shall remain in place until the trench has been pumped completely dry.

The cutting of pipe so that fittings or closure pieces can be inserted shall be done in a neat and workmanlike manner and without any damage to the pipe. Follow the manufacturer's recommendations concerning how to cut and machine the ends of the pipe in order to leave a smooth end at right angles to the pipe's axis.

The flame cutting of pipe by means of an oxyacetylene torch will not be allowed.

Unless otherwise directed by the Engineer, lay pipe with the bell ends facing in the direction of laying.

Wherever pipe must be deflected from a straight line (in either the vertical or horizontal plane) in order to avoid obstructions of plumb stems or wherever long radius curves are permitted, the amount of deflection shall not exceed that necessary for the joint to be satisfactorily made, nor that recommended by the pipe manufacturer, and shall be approved by the Engineer.

Lay no pipe in water or when it is the Engineer's opinion that trench conditions are unsuitable. If crushed stone is used to improve trench conditions or as backfill for bedding the pipe, this shall be considered incidental to the project.

Install thrust blocks wherever the force main changes direction (e.g., at tees and bends), at dead ends, or at any other point where the manufacturer recommends and/or the Engineer indicates that they are to be used.

Make all joints, whether standard mechanical or push-on joints, in conformance with the recommendations of the joint manufacturer as approved by the Engineer.

The detectable tape and 14-gauge insulated copper tracer wire shall be buried in the utility line trench directly above the installation to be identified. The tracer wire shall be placed directly on top of the pressure sewer and the marking tape shall be placed 15 inches from finish grade of the trench. The tape shall be placed in the trench with the printed side up and be essentially parallel to the finished surface. The Contractor will take necessary precautions to ensure that the tape and tracer wire are not pulled, distorted, or otherwise misplaced in completing the trench backfill. Tape and wire shall be placed in all trenches.

Note: The Contractor shall stub-up trace wires in all valve boxes, air release assemblies, clean-outs, etc.

Pressure Sewer Service Assemblies

Materials

Ball Valve: The valve on the service line at the connection to the main shall be a PVC ball valve of true union design as per Material Section of these specifications. The valves are to open and close with a quarter turn.

Working pressure at 70 degrees F shall be 150 pounds per square inch.

Redundant Check Valve: Each service line shall include a check valve for installation in the discharge line between the grinder pump and the pressure sewer to ensure maximum protection against backflow in the event of sewer service line break.

Installation

The service line shall have a minimum of 18 inches of cover.

The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box cover flush with the surface of the finish pavement or centered over the valve and cleanout or approximately 1/2-inch above the ground surface or such other level as may be directed.

Pressure Sewer Valves

Air Release Valves: At the locations shown on the Contract Drawings and in accordance with the Standard Detail Drawing in these Specifications, install an air and vacuum valve. The valve shall have a 2-inch inlet.

Fittings: Fittings shall be of the solvent welded type for use in conjunction with valves. Fittings shall be fabricated by the manufacturer of the pipe used.

Valve Boxes: Valve boxes shall be as set forth in the Standard Detail Drawings in back of these specifications.

Installation

The valve installations shall conform to the Standard Detail Drawings. The valve box shall not transmit shock or stress to the valve and shall be centered over the valve and clean-out with the box cover flush with the ground surface or such other level as may be directed.

Laying Sewage Force Mains - Sewage force mains shall be constructed of ductile iron or, where specifically approved by the Sewer Department, PVC or other alternate types of pressure pipe as shown on the approved construction drawings.

Trenches for sewage force mains shall be deep enough to provide not less than 30 inches cover for installed pipe. The bottom of the trench shall be carefully graded to provide continuous support for the bottom quadrant of the pipe except at bell joints where bell holes shall be dug. In the event rock is encountered in the trench, such rock shall be removed down to an elevation 6 inches below the outside of the pipe and 6 inches beyond the outside diameter of the pipe on the

sides. Where rock is removed in the bottom of the trench, the trench bottom shall be brought back to grade using crushed stone.

The Contractor will be required to exercise care to maintain satisfactory grades and alignment and avoid unnecessary kinks, sags or high points. Exact grades or centerline elevations are not indicated or required, but grades shall be such as to provide a continuous upward slope to discharge point or other summit point where facilities for release of air shall be provided. In trenching for sewage force mains, the Contractor will be required to excavate far enough ahead of pipe laying operations to reveal obstructions in time for the necessary adjustments to be made. Should the Contractor fail to observe this precaution and encounter an obstruction necessitating adjustment in pipe grade or alignment, he shall remove and replace such joints of pipe already laid as may be necessary in order to accomplish the desired correction without humps or sags.

Changes in grade or alignment may be made by means of deflection in pipe joints provided that the recommended deflection as shown in published tables supplied by the pipe manufacturer are not exceeded. The Contractor shall have on hand at the site of the work a table showing the permissible deflections whenever the pipe laying is in progress.

Assembly of the pipe joints shall be in accordance with manufacturer's instructions using gaskets and lubricants supplied by the pipe manufacturer. Pipe fittings shall be provided as indicated on the Drawings or as directed by the Engineer. Fittings shall be suitably braced in accordance with Standard Details to avoid the pipe from being blown apart due to internal pressure. Bracing shall be sufficient to withstand normal operating pressure plus 50 psi with due allowance for the character of soil against which the braces will be placed.

3.4 MANHOLES

Individual riser section shall be furnished for the exact conditions to be encountered in the field. Misalignment of pipe openings with the "cast in" resilient connectors or steps within the section or with other sections shall be cause for rejection.

Precast manhole sections shall be joined with male and female ends joined together to provide a smooth uniform joint which shall be structurally sound and watertight. A flexible, acid and alkali-sewage and water-resistant sealant equal to Ram-Nek as manufactured by K. T. Snyder Company, Inc. shall be applied to the joint surface for placement of the next manhole section, casting rind, or casting. A maximum of three precast manhole castings rings may be used to adjust the casting to final grade.

On manhole sidewalls, an approved external joint wrap equal to RUB'R NEK, Wrapidseal, shall be applied prior to backfilling. A chimney seal shall be installed to encompass all riser rings and the casting to provide a watertight seal.

Manholes shall be constructed on Class "A" concrete slabs with flow channel. Flow channels shall consist of smooth uniform cross sections conforming to the cross section of the pipes so as to provide a minimum of turbulence and avoid deposition of solids. Flow channels shall have a depth of about eight-tenths (80%) of the pipe diameter. The finished floor of the manhole shall have a slope of approximately 1/2-inch from wall to channel to provide for proper drainage but, at the same time, offer a safe footing for workmen. Brick or pieces of brick may be used for filler material in forming the flow channel and finished floor in the manholes provided that no brick shall be left within 1 inch of the finished surface.

Manhole frames, covers and steps shall conform to Section 2 of these Specifications. Manhole steps shall be staggered with even spacing of approximately 16 inches between steps. Manholes deeper than 6 feet to be located in paved streets where the top of the casting is flush with the pavement shall be provided with one backstep set opposite the staggered row of manhole steps.

Manholes shall have diameters and depths as indicated on the Drawings. Manholes shall be designed with a minimum depth of 4-foot from the invert to the casting except where the wastewater review engineer approves otherwise. Where 5-foot or larger diameter manholes are called for, the diameter of the upper part of the barrel may be reduced to 4 feet subject to the following conditions:

1. Specified diameter must be maintained up to point 4 feet above invert of incoming sewer or up to a point 2 feet above top of pipes entering or leaving manhole, whichever is greater.
2. Reduction in diameter must be made with an approved transition section having dimensions such as to maintain alignment of steps.

Drop connections shall be provided whenever an incoming sewer enters the manhole a sufficient distance above the outlet to permit the use of the drop connection fittings. Drop connections shall be one size smaller than the incoming sewer except that the minimum size drop shall be 8 inches diameter. Where drop connections are required, the manhole base slab shall be extended to support the drop pipe and the entire drop pipe assembly shall be encased in Class A concrete having a minimum cover of 6 inches outside the pipe.

On precast manhole sections, no pipe opening may be cut or enlarged by use of sledgehammer or other impact type tool which could cause structural damage to the riser section.

See "Materials - Section 2" regarding the requirement for XYPEX® C-1000 concrete admix for waterproofing and corrosive protection for all manholes including all manhole components such as inverts, bases, sidewalls, riser sections, and riser rings.

3.5 CONNECTIONS TO STRUCTURES

Connections of pipes to manholes or other large structures shall be made using short lengths of pipe to avoid stressing the pipe at the point where it is placed in the wall of the structure. Pipes entering or leaving masonry or concrete walls shall have one flexible joint located no more than 18 inches outside the structure wall followed by a length of pipe of more than 2 feet in length with another flexible joint at the end of the 2-foot pipe length in such a way as to provide for limited lateral or vertical movement of the pipe line as well as limited deflection. Ordinary compression type joints of the types specified for gravity sewers shall be considered as having sufficient flexibility for this purpose. The supplier of the pipe for the sewer lines shall furnish with the pipe order the required number of specials and short lengths of pipe for the Contractor to install the required flexible connections without improvising.

For all situations where connections are made to existing manholes, the connections shall be accomplished by resilient connectors and shall be Kor-N-Seal or approved equal. Where grouting is required around piping entering and exiting manholes, the grout shall be non-shrink hydraulic cement grout.

3.6 CONNECTIONS TO EXISTING SYSTEMS

No pipe shall be connected to the existing sewage system until all new upstream construction has been completed, including final testing in accordance with testing provisions contained herein, is free of foreign materials, and obvious defects have been corrected. New lines, then, must remain disconnected from the existing system by actual physical separation by brick-and-mortar bulkheads/plugs of a type approved by the Engineer, or by other means approved by the Engineer.

The Contractor shall make connections to existing sewers in accordance with details as shown on the Drawings or as directed by the Sewer Department.

In all cases the Contractor shall locate and uncover existing sewers and shall verify invert elevations before laying the connecting sewer so as to allow opportunity for making adjustments to compensate for discrepancies.

Work shall include any required stopping or diversion of flow in existing lines or structures and the necessary rebuilding of any manhole inverts to the lines shown generally on the Standard Detail sheet.

3.7 SERVICE CONNECTIONS

Sewer service lines shall be provided as shown on the Drawings or as directed by the Engineer. Service connections for single family homes shall consist of tee or wye with 4-inch branch connection, 4-inch bends, 4" T-Wye, clean-out adapter with threaded clean-out plug, and 4-inch piping as required to complete the sewer service connection.

Service connections for multi-family homes, where multiple services connect, and commercial buildings shall utilize 6-inch piping and fittings.

Pipe and fitting joints shall be compression type as used on the main sewer. Service pipe and fittings shall be of the same material as used for the main sewer. Service pipe shall be laid on a slope of 1/4-inch per foot or, where this grade is not available and the Sewer Department specifically approves, 1/8-inch per foot may be used. Sewer service lines shall conform to details as shown on the Standard Detail Drawings and shall terminate at the property line with a tight compression plug braced to withstand pressure of air pressure test.

PVC 4-inch piping used for service connections shall be SDR 26 or SCH 40 unless otherwise approved by the Wastewater Department.

In the event that it should be necessary to install a service connection where a tee has not been provided, the connection shall be made utilizing a ROMAC Style "CB" sewer saddle or approved equal. Contractors may utilize alternative saddles and shall submit the material for approval along with the method of installation.

Excavation, laying and backfilling for service lines shall conform to the applicable specifications.

The property line clean-out shall be installed in a precast concrete / cast iron clean-out box assembly as per Standard Detail Drawing contained in these specifications.

"As-Built" drawings submitted to the Sewer Department shall indicate the clean-out locations in such a manner that they can be accurately located in the field using information shown on the Drawings.

3.8 BACKFILL

Above the pipe zone as defined below, backfill may be consistent, suitable excavated material or, where called for on approved construction drawings, crushed stone, placed in layers generally not exceeding 12 inches and vibrated in place. Columbia reserves the right to require the contractor to perform a third-party geotechnical investigation in roadways at the direction of the Wastewater Department.

Where crushed stone is not required but the excavated material is unsuitable for use in the backfill, the Contractor may use fine, dry selected earth or clay as backfill material. Material containing excessive organic matter, stumps, roots, refuse or foreign matter or hard clay lumps that cannot readily be compacted will not be acceptable for use as backfill.

3.8.1 Backfill for Trenches

Backfill up to the spring line of the pipe shall be placed as pipe laying progresses in order to maintain proper grade and alignment. Additional backfill shall not be placed until after the pipe has been inspected by the Sewer Department and approved for backfill.

Backfill to spring line of pipe and to a depth of 12 inches above the top of pipe (pipe zone) shall be crushed stone or selected granular backfill approved by Engineer, placed by hand to avoid damage or misalignment of the pipe. Additional backfill may be placed by means of front-end loaders, bulldozers or other suitable mechanical equipment subject to a 12-inch limitation of maximum thickness of layers placed before compaction. Each lift shall be compacted to 98% STD proctor (ASTM) prior to placement of the next lift.

Flowable fill shall be required for areas that fail to meet the minimum compaction requirement. For areas that fail compaction testing, all granular material shall be removed to within 12-inches of the top of the pipe and the trench filled with excavatable flowable fill with a 28-day compressive strength of 3000 psi, per TDOT standard specifications.

Note: All sewer trenches in existing roadways or street shall be backfilled with #67 crushed stone from a point 6 inches below the sewer pipe to the roadway or proposed roadway subgrade.

Where trench is located in open country or on public right-of-way outside the ditch lines where not subject to traffic, the backfill up to a point 12 inches above the top of the pipe shall be placed as specified in the preceding paragraphs. Above this point the backfill may consist of excavated material placed so as to avoid excessive settlement of the trench provided such material is selected to exclude rocks larger than 12 inches in any dimension. No rocks larger than 1-1/2 inches may be used in the top 6 inches of backfill material.

In wide deep trenches the Engineer may, at their discretion, permit the use of rock larger than 12 inches in the backfill, provided such rock is carefully placed in

such a manner that the final position of the rock will not be within the vertical prism lying directly over the pipe or within 9 inches on either side of the pipe.

In all instances, sufficient care must be exercised to avoid leaving any holes or voids over, around or under stones, boulders, or other backfill material which may later be filled by leaching or settlement of surrounding material thereby causing future trench settlement. Where the Contractor desires to use excavated rock for backfill material and such rock meets the dimensional requirements as specified herein, the Contractor shall provide additional backfill material of a suitable nature to fill the voids as required.

In locations not subject to traffic where excavated material is permitted in the backfill, such material shall be brought up to the original ground level and shall then be mounded over to provide for additional settlement. Compaction of this backfill material will not be required, however, if the Contractor shall exercise care to confine the mound to the area immediately over the trench and shall be responsible for bringing in such additional fill material as may be required from time to time during the one-year warranty period to fill in areas where excessive settlement has occurred.

The Contractor shall be responsible for and shall protect all sewers, storm sewers and electric, telephone, water or other pipes or conduits against danger or damage while the trenches are being backfilled and from future settlement of the backfill. Where such damage should occur as a result of the Contractor's operations, he shall repair such damage promptly.

The Contractor's attention is called to the fact that he will be held completely responsible for any damage to pavement, sidewalks, curbs, gutters, meter or valve boxes, street inlets, or other structure or appurtenances as a result of the Contractor's operations. It should be specifically noted that the Contractor shall be responsible for damage even though the character or nature of the original pavement or structure was such that it was not capable of carrying the load of the construction equipment regardless of the construction methods used.

3.8.2 Backfill at Manholes and Other Structures

Backfill around manholes located in highways, streets, or other traveled areas shall consist of carefully placed granular material. Backfill around manholes, piers or other structures in locations not subject to traffic may consist of excavated material subject to the following restrictions.

- (1) No rock larger than 12 inches in any dimension shall be placed within 6 inches of the manhole walls, or pipes entering or leaving the manhole.
- (2) No rock larger than 12 inches in any dimension shall be placed in the vertical prism above and extending 9 inches outside of the pipe lines.
- (3) Crushed stone shall be used under, around and up to a point 12 inches over the tops of any pipes entering or leaving the manholes. This requirement shall include the inlet pipe for drop manholes.
- (4) Excavated material used for backfill shall be carefully placed in layers and compacted in such manner as to fill voids and prevent excessive settlement.

3.8.3 Backfill for Force Mains

Backfill around sewage force mains of ductile iron areas shall consist of selected excavated material or fine, dry earth placed by hand around both sides of the pipe and tamped to eliminate voids and provide firm support for the pipe. The selected backfill shall be compacted in 4-inch layers and shall be continued in this manner until the backfill has been placed to a finished depth of 12 inches over the top of the pipe. No rocks or stone larger than 2 inches shall be included in the selected backfill around the pipe. Where PVC pipe is permitted by the Sewer Department, backfill shall consist of hand-placed crushed stone placed in 4-inch to 6-inch layers and worked into place around pipe to a finished depth of 12 inches over the top of the pipe.

After the backfill has been placed and compacted in layers to a depth of 12 inches above the top of the pipe the remainder of the backfill may be placed by machine and compacted by running suitable wheel type construction equipment along the ditch provided, however, that no rock larger than 6 inches in any dimension is included within the backfill and no rock larger than 1-1/2 inches is included in the top 6 inches. Should the Contractor fail, refuse, or neglect to systematically exclude or remove oversize rock from the backfill material, he may be required to place and compact the backfill by other suitable methods which will permit the rocks to be detected and removed.

In areas subject to light traffic or under temporary type pavement, the backfill shall be the same as provided above, except that the backfill must be placed and compacted in 12-inch layers all the way to the top of the trench.

Under highways, roadways, streets or proposed streets, or parking areas having permanent type pavement or heavy traffic, when indicated on approved construction drawings, the backfill shall consist of crushed stone placed in 4-inch to 6-inch layers and thoroughly compacted up to the top of the trench.

3.9 PAVEMENT REMOVAL

Where existing paved streets, roads, parking lots, drives or sidewalks must be disturbed during construction of the project, the Contractor shall take the necessary steps to minimize damage. Permanent type pavement shall be cut or sawed in a straight line before removal and care shall be taken during excavation to avoid damage to adjacent pavement. Where trucks or other heavy equipment must cross curbs or sidewalks, such areas shall be suitably protected.

3.10 PAVEMENT REPLACEMENT

In paved or improved roads, or where sidewalks, curbs, gutters or driveways have been damaged by Contractor and where replacement of surfaces or damaged items is required, items shall be repaired or replaced in accordance with the City of Columbia, TN adopted Utility and Street-cut guidelines.

Decision of the Sewer Department shall be final as to classification of any form of pavement or surfacing not specified on project plans or of any forms of pavement or surfacing where classification is at all doubtful. Should Contractor fail or refuse to repair any damage after receiving directions of the Engineer, the Sewer Department may, after 24 hours written notice, employ such force and furnish such materials as may be necessary to do the work with cost to be billed to Contractor.

3.11 PREFABRICATED GRINDER SEWAGE PUMP STATIONS

The Contractor shall refer to material specifications concerning work on this item and the Standard Detail Drawings.

3.12 CLEAN-UP PROCEDURES AND REQUIREMENTS

The Contractor shall not, without the permission of the Engineer, remove from the line of work any earth excavated until the excavation has been refilled and surfaced.

As soon as the backfilling of any excavation is completed and when in areas of existing development, the Contractor must at once begin the removal of all surplus dirt except that actually necessary to provide for the settlement of the filling unless otherwise provided in the special specifications. He shall also remove all the pipe and other material placed or left on the street by them except material needed for the replacement of paving, and the street shall be opened up and made passable for traffic. Following the above work, the repairing and complete restoration of the street surfaces, bridges, crossings and all places affected by the work shall be done as promptly as possible.

All excavated material shall be cleared from adjacent street surfaces, gutters, sidewalks, parkways, railroads, grass plots, yards, etc., and the whole work shall be left in tidy and acceptable conditions. Contractor will be required to re-grass lawns or neutral grounds where trenches are excavated in these locations or where Contractor has damaged lawns or neutral ground by their operations.

The Engineer shall be the sole authority in determining time in which rough and final clean-up shall be prosecuted. Rough clean-up shall consist of removal of rocks larger than 1 foot in any dimension, grading of excess backfill material over pipeline or removal of said material, opening of any drainage device, restoration of any street or roadway to condition so that traffic may safely and conveniently use street or roadway, restoration of pedestrian ways to condition where pedestrians may safely and conveniently use same.

Rough clean-up shall, in general, be prosecuted no later than 1 day after pipe laying and backfilling or no farther behind pipe laying operations than 1,000 feet, whichever time limit is shortest shall govern. Final clean-up consisting of pavement replacement, sidewalk replacement, removal of rocks, hand raking with seeding, strawing, etc. of lawns and neutral grounds, adjusting grade of ground over pipeline, property repairs, and other items shall, in general, be prosecuted no later than 2 weeks after pipe has been laid and backfilled.

3.13 SLOPE PROTECTION, EROSION CONTROL AND NOI PERMIT

This section shall consist of temporary control measures as shown in the Drawings or directed by the Engineer during the life of the Contract to control erosion and water pollution through the use of hay bales and other control devices.

Note: The Developer/Contractor's attention is directed to the fact that a permit from the Division of Water Pollution Control might be required for aquatic resource alteration for work in and/or around streams. In addition, a Notice of Intent (NOI) might be required on this project. The Contractor/Developer shall fully comply with all requirements of the State of Tennessee and all other Agencies.

The temporary pollution control provisions contained herein shall be coordinated with the permanent erosion control features to assure economical, effective, and continuous erosion control throughout the construction and post-construction period.

- (a) Baled hay or straw erosion checks are temporary measures to control erosion and prevent siltation. Bales shall be either hay or straw containing five (5) cubic feet or more of material.

Baled hay or straw checks shall be used where the existing ground slopes, in ditches, or other areas where siltation erosion or water run-off is a problem.

- (b) Baled Hay or Straw Erosion Checks - Hay or straw erosion checks shall be embedded in the ground 4 to 6 inches to prevent water flowing under them. The bales shall also be anchored securely to the ground by wooden stakes driven through the bales into the ground. Bales can remain in place until they rot or can be removed after they have served their purpose, as determined by the Engineer. The Contractor shall keep the checks in good condition by replacing broken or damaged bales immediately after damage occurs. Normal debris clean-out will be considered routine maintenance.
- (c) The temporary erosion control features installed by the Contractor shall be acceptably maintained by the Contractor until no longer needed or permanent erosion control methods are installed. Any materials removed shall become the property of the Contractor.
- (d) Erosion Control Outside Project Area - Temporary pollution control shall include construction work outside the project area where such work is necessary as a result of construction such as borrow pit operations, haul roads and equipment storage sites.

3.14 MANHOLE SEALING AND PROTECTIVE COATING

Manhole sidewall, invert, and bench sealing and rehabilitation shall be performed on existing manholes as required by the Sewer Department. The sealing of sidewalls and inverts in the manhole shall conform to the following specifications and Section 2 - Materials. The manhole coating and sealing materials as allowed in Section 2 - Materials shall be applied in strict accordance with manufacturer's recommendations.

All safety regulations and precautions set out by the manufacturer and OSHA shall be strictly observed.

Manholes to be waterproofed and sealed must first be cleaned by high-velocity cleaning equipment to remove all foreign matter from the walls and base. This cleaning shall remove oil, grease, loose mortar, paints, protective coatings, efflorescence, laitance and curing compounds.

Cleaning shall use a spray of a 10 percent solution of muriatic acid, which shall be washed off and the manhole allowed to dry. The manhole and invert shall then be gone over by patching with a quick setting Portland Cement based hydraulic cement to seal all cracks, etc.

Application of the epoxy resin shall be as per the manufacturer's recommendations. The first coat shall be applied by vertical brush strokes so that all brick joints in the direction receive an adequate coating of material. The first coat will be white in color to ease inspection and make the second coat visually simple to apply. After the first coat has cured, the surface is ready for the second coat. This second coat will be gray in color and should be applied with horizontal brush strokes to insure complete coverage of joints.

The sealant coatings shall be applied and be capable of withstanding a hydrostatic pressure of 7 psi (16 feet of water).

This sealing and waterproofing procedure shall be applied to the sidewalls, base, invert, and benches. As necessary to accomplish this work, the Contractor shall control the sewage flow through the manhole.

After all sealing, the Sewer Department shall inspect the sealed manholes after rainfall events have sufficiently raised the ground water table. See Section 4 - Testing and Acceptance for other requirements including vacuum testing. Manholes that do not pass this inspection / testing shall be resealed.

3.15 CONCRETE CHECK DAMS

Concrete check dams shall be installed in all areas that have the potential for the drainage of water through the sewer bedding material. Check dams shall be constructed in accordance with the standard detail.

SECTION 4 - TESTING

4.1 GENERAL

Testing and inspection of the completed work shall be accomplished by the following methods:

1. Visual Inspection, Including Internal Television Inspections (If applicable)
2. Infiltration Testing (Leakage Tests)
3. Air Pressure Testing of Lines
4. Roundness Testing
5. Vacuum Testing of Manholes

Upon completion of construction, the Contractor shall flush and clean all new sewer lines to remove all sand, dirt, brick and other foreign materials from the sewers and shall conduct their own inspection to locate any defects and determine when the sewers are ready for testing and final inspection by the Engineer and the Sewer Department. All apparent defects shall be corrected by the Contractor before testing or final inspection are requested.

No sewer line shall be allowed to discharge into the existing sewage system until said line is free of foreign materials and obvious defects have been corrected. New lines, then, must remain disconnected from the existing system by actual physical separation, by plugs of type approved by the Sewer Department, or by other means approved by the Sewer Department.

Testing of the system before final inspection by the Sewer Department shall consist of visual observation and leakage tests conducted by the Engineer and observed by the Sewer Department. The Sewer Department will not conduct a final inspection until receiving written notification from the Engineer that the construction is complete in accordance with approved drawings and specifications. This notification shall include a report of the results of the visual observation and leakage tests.

4.2 VISUAL INSPECTION INCLUDING INTERNAL TELEVISION INSPECTIONS (IF APPLICABLE)

The Engineer will make the necessary visual inspections to verify the quality of workmanship. Such inspections shall include examination of manholes, "lamping" or "flashing" sewer lines and observation of clean-up and pavement replacement.

Any defects such as misalignment of sewers, visible leaks, obstructions, cracked or broken pipe, or failure to restore the surface to a satisfactory condition must be corrected before acceptance.

4.3 SEWER LINE VIDEOTAPING (CCTV)

A remote controlled, adequately lit camera that will travel the length of each section of gravity sewer from manhole to manhole shall be used to televise all newly installed sewers. The camera shall be of design and manufacture for the express purpose of televising sanitary sewer mains. The camera's path shall be recorded with an on-screen display of footage traveled. Auditory notations by the camera operator regarding locations of service connections, pipe defects, indications of faulty installation and all other important points of interest shall be recorded as a permanent record. Video quality of the recording shall be such that the condition of all interior sections of the sewer main and service laterals on that section shall be easily identifiable. Audio quality shall be

adequate to clearly understand remarks by the camera operator. The camera shall allow for articulation that enables a clear view of service laterals in a direction perpendicular to the direction of the sewer main and at a variety of vertical angles to allow viewing of laterals at varying slopes. The image must be clear to the test cap or first bend and clean-out on the service lateral.

The contractor or developer shall deliver to the Columbia Wastewater Department on CD-ROM, DVD media or thumb drive two (2) copies of digital files that represent the videotaping of all sewer mains in a project or development. The disk and its jacket or thumb drive shall be clearly labeled with the name of the project or development and its phase or section as well as the installation date. The video record of each section of the sewer main between manholes shall be represented by a separate MPEG format digital file. Each file shall be labeled according to a naming convention provided by the Columbia Wastewater Department. All references to manholes and sewer mains with regard to videotaping shall be by the same naming convention as that shown on construction plans approved by the Columbia Wastewater Department. An index file shall be provided with each disc that explains the meaning of each file name and the company that produced it. Additionally, two (2) sets of hard copy printouts of the sewer main noting distances to services, the downstream manhole and other defects or points of interest shall be provided.

The percentage of standing water in a sag shall be utilized to determine if the installation of the pipe is acceptable. Sags that exceed the limit or extend for more than 40 feet shall be deemed unacceptable and the contractor shall excavate and reinstall the pipe. Following reinstallation of the pipe the contractor will retest the pipe prior to final acceptance.

The sag gauge must be clearly marked with increments from 0.8", 1", 1.5", 2.0", etc. Gauge must be independent of tractor's frame (operating under its own weight) traversing the invert of the pipe. Still pictures of the Gauge used with a steel tape measure as a comparison must be recorded before televising each section of the sewer. Gauge must be free of debris at all times. If Depth Gauge is not clear the video will be rejected.

<u>Pipe Diameter</u>	<u>Measured Sag</u>
8"	0.8"
10"	1.0"
12"	1.0"
15"	1.0"
18"	1.5"
21"	1.5"
24"	2.0"
27"	2.0"
30"	2.5"

All videotaping is to be conducted by a reputable company with experience in sanitary sewer videotaping and approved by the Sewer Department. All video shall be provided to the Sewer Department for review prior to final acceptance of the sewer mains. Contact the Sewer Department to obtain a list of approved video contractors.

4.4 LEAKAGE TESTS

In addition to the visual inspections, leakage tests may be made to ensure compliance with the infiltration limitations. Infiltration shall not exceed 25 gallons per day per inch diameter per mile of sewer. However, in view of the fact that the ground water table fluctuates and likely will not be at a maximum when the test needs to be made, tests may be based on exfiltration with a head of one foot above the invert at the upstream manhole.

Time and method for any exfiltration test must be approved by the Sewer Department before running the test. Exfiltration tests shall have a duration of one hour and the permissible limits for exfiltration shall be 25 gallons per day per inch diameter per mile of sewer. Water required for the exfiltration test must be furnished by the Contractor.

4.5 AIR PRESSURE TEST

Air pressure tests shall be required for all lines. Equipment shall be top quality, in good condition, and approved by Engineer for use on this project. Plugs should have a sealing length equal to or greater than the diameter of pipe being tested. External bracing of the plugs should not be required in order for the plug to hold against internal air pressure. The test equipment shall include accurate pressure gauges to monitor test pressure, safety relief valve(s), and quick-release air bleed valve(s).

- (a) The procedure for air pressure testing shall conform to ASTM C-828, unless modified herein.
- (b) After backfilling and cleaning the line (including flushing, if necessary) making sure all service plugs are adequately braced against internal pipe pressure and checking air test equipment including pipe plugs (suitably braced against internal pipe pressure, if necessary), the sewer line section to be tested shall be pressurized to 4 psig (pounds per square inch-gauge) greater than the average back pressure of any ground water that may be over the pipe (2.31 ft. of water - 1 psig). At least 2 minutes shall be allowed for air pressure to stabilize. After the stabilization period and with 3.5 psig minimum pressure in pipeline, air supply shall be disconnected and the time observed which results in a 1 psig pressure drop.
- (c) The portion of line being tested shall be termed "Acceptable" if the time required for the pressure to decrease from 3.5 psig to 2.5 psig (greater than average back pressure of any ground water over pipe) is not less than that stated in the following table:

Pipe Diameter Inches	Time Minutes	Length* Feet
8	3.8	350
10	4.7	275
12	5.7	225
15	7	175
18	8.5	150
21	9.9	125
24**	11.3	125

* Test length as stated, or longer, to be judged according to stated time length. Shorter test length shall have test time modified in accordance with Engineer's decision.

** Air test will not be run on pipe larger than 24 inches in diameter.

- (d) If the pipe is tested in a "dry" condition and fails to meet the test, specifications allow for the pipe to be wetted and tested in that condition. Initial testing may be in the "dry" or "wet" condition at the Contractor's option.
- (e) Observe safety precautions during test. Caution all workers to remain clear of test plugs which can blow out under considerable force at any time when the line is pressurized.

Tests shall be made upon completion of the sewer after visual inspection but before any service connections have been made. The Developer, through their Contractor or Engineer, shall furnish all labor, tools, equipment and materials for the tests. The tests must be scheduled at a time acceptable to the Sewer Department and shall be witnessed by the Engineer's representative.

4.6 ROUNDNESS TEST

Sewer constructed of PVC pipe shall pass a go/no-go mandrel sized to 95% of the actual pipe diameter with the pipe in place and backfill completed.

Contractor shall provide a suitable ball or mandrel having a diameter equal to 95% of the actual inside pipe while the Owner or their authorized representative observes the test. Any section of sewer showing a deflection of more than 5% of the actual inside diameter shall be considered to have failed and shall be re-laid to correct the condition. Mandrel shall be pulled without mechanical pulling devices and shall not be performed until a minimum of 7 days after backfilling operations.

4.7 VACUUM TESTING OF MANHOLES

All new manholes and all existing manholes which are rehabilitated/waterproofed and sealed will be required to pass a vacuum test of at least 10" Hg. prior to acceptance.

This test shall be considered acceptable if the vacuum remains at 10" Hg. or drops to no less than 9" Hg. within one (1) minute. If the manhole fails the initial test, the Contractor shall locate the leak and make appropriate repairs acceptable to the Engineer in preparation for additional tests.

It is also called to the Contractor's attention that he will be required to furnish all equipment necessary for this test including the manhole sealing apparatus, gauges, pump, plugs, and operating personnel.

Note: The vacuum testing of manholes shall include plugging all inlet and outlet CIPP-lined or pipe-burst pipes in the manhole and vacuum testing of annular space seals at the same time as manholes which have been rehabilitated. The manhole shall be sealed at the top of the cone for the test.

The Developer, through their Contractor or Engineer, shall furnish all labor, tools, equipment, materials, apparatus, gauges, etc. for the tests.

4.8 TESTING FORCE MAINS

Before final acceptance, force mains shall be pressure tested by suitably closing the end of the main with a test plug of approved design suitably braced against the internal pressure to prevent blowout and possible injury to personnel. Contractor shall furnish all labor, materials and equipment for testing the force main including, but not limited to, water for testing, test pump, pressure gauges, test plugs, etc. Test shall be performed by Contractor and witnessed by the Owner or their authorized representative.

The force main shall be filled with water taking care to eliminate air from the high points. A positive displacement test pump shall be used to pump clean water into the main to build up a test pressure equal to the normal system pressure plus 50 psi. Test pressure will be determined by the Engineer. The test pump shall then be valved off from the system and the pressure shall be observed over a period of one hour. A drop in pressure of 5 psi or more during the one-hour test period shall be taken as an indication of leakage. In the event leaks are found and corrected, the Contractor shall repeat the pressure test using the same procedure described above.

Should the Contractor be unable to obtain a satisfactory pressure test over a duration of one hour, he shall then be required to perform a leakage test using a water tap and standard water meter to measure the leakage in the test section at system pressure over a period of 24 hours. Leakage during the 24-hour period must not exceed the allowable leakage for mechanical or push-on joints as shown in AWWA C600, latest revision. Leakage shall not exceed the quantity determined by the formula: $L = (SDP^5) \div 133,200$ where L is the allowable leakage in gallons per hour; S is the length of pipe tested, in feet; D is the nominal pipe diameter in inches; and P is the average test pressure during the leakage test, in pound per square inch.

Should the system fail to pass the leakage test the Contractor will be required to locate and correct the leaks and to retest the system until satisfactory results can be obtained.

The Contractor shall provide suitable first-quality pressure gauges with 5 lb. or smaller graduations and a standard 3/4" x 5/8" water meter in the event the meter is required for the leakage test. Pressure gauges and water meter shall be in good condition and shall be subject to such tests for proof of accuracy as the Owner or their authorized representative shall require.

4.9 TESTING OF VALVES

Upon completion of the work, the Contractor/Developer shall operate all buried valves in the presence of the Engineer/Sewer Department Representative to verify proper operation of each valve.

SECTION 5 – SPECIAL INTERCEPTORS

5.1 GREASE INTERCEPTORS

- 5.1.1 A grease interceptor is required for all commercial establishments where food or beverages will be processed, cooked, served, or prepared in any way; Regardless of whether there is a charge for the food. All kitchen and/or food and beverage preparation waste lines will be routed through the grease interceptor. However, no domestic waste will be allowed to enter the grease interceptor. All wastewater flow from kitchen areas and/or food and beverage preparation areas shall flow through approved grease interceptors prior to entering the public sewer system.
- 5.1.2 Grease interceptors shall be located outside of buildings. Interceptors shall be placed where the proposed food waste line will have adequate slope and be accessible for maintenance and inspection at all times.
- 5.1.3 The grease interceptor will be sized as defined in Table 5.1.A below and will have a minimum volume of 1,000 gallons and may not exceed a maximum volume of 2,000 gallons. When interceptors are installed in series, the combined interceptor capacity required may be calculated based on the reduced capacity requirements per seat or per meal as shown in Table 5.1.A. The grease interceptor shall be designed and installed in accordance with the manufacturer's instructions, the requirements of this section, and the Standard Detail Drawing.

Table 5.1.A. Sizing Requirements for Grease Interceptors.

Type of Facility	Unit	Grease Interceptor Capacity Single (gallons)	Grease Interceptor Capacity in Series (gallons)
Restaurant, Food, or Beverage Preparation	seat	20	10
Restaurant – Fast Food	seat	10	5
Restaurant – 24-hour	seat	30	15
Convention Center, Catering Facility, or Cafeteria	meal	5	2.5

- 5.1.4 See Fats, Oils, and Grease Control Program for additional requirements.

5.2 OIL AND WATER SEPARATORS:

- 5.2.1 Oil and water separators are required for all facilities where commercial vehicles or equipment are repaired, maintained or washed, including vehicle repair garages, car-washing facilities, factories, and all other facilities where oily liquid wastes are produced.
- 5.2.2 Oil and water separators shall be individually designed and sized for each site-specific application.

5.2.3 Where automobiles are serviced, greased, repaired or washed or where gasoline is dispensed, oil and water separators shall have a minimum capacity of 6 cubic feet for the first 100 square feet of area to be drained, plus 1 cubic foot for each additional 100 square feet of area to be drained into the separator.

5.2.4 All commercial vehicle-washing systems shall be equipped with a water recycling system that has no connection to the sanitary sewer system with the exception of a single overflow line from the final water holding tank. For the purposes of this Section, commercial vehicle washing systems shall include systems associated with businesses that sell or lease cars, trucks, boats, and other motorized vehicles. Hand-held hoses are exempt from this provision.

5.3 SAND AND GRIT SEPARATORS/TRAPS:

Sand and grit separators/traps are required for all commercial facilities discharging fine particles, floatables, or other debris that could cause clogs or blockages in the collection system. Examples include sand, dust, metal shavings, rags, strings, feathers, glass, etc. Sand and grit separators shall be individually designed and sized for each site-specific application.

STANDARD DETAIL DRAWINGS

1. SEE PROJECT SPECIFICATIONS FOR BACKFILL REQUIREMENTS.
2. "PIPE ZONE" EXTENDS TO 6" ABOVE TOP OF PIPE AND BACKFILL IN TO BE CRUSHED STONE, GRAVEL OR OTHER GRANULAR MATERIAL AS APPROVED BY THE ENGINEER.
3. LIMIT TRENCH WIDTH AT TOP OF PIPE ZONE TO O.D. + 16", UNLESS PERMITTED OTHERWISE BY ENGINEER.
4. PIPE BEDDING IS TO BE CRUSHED GRAVEL OR OTHER GRANULAR MATERIAL AS APPROVED BY ENGINEER. DEPTH UNDER BOTTOM OF PIPE IS TO BE 1/8 OUTER DIAMETER (O.D.) OF PIPE OR 4", WHICHEVER IS GREATER.*
5. PIPE TO BE CONTINUOUSLY SUPPORTED ALONG LENGTH OF PIPE BARREL EXCEPT AT BELLS. BELL HOLES ARE REQUIRED SUCH THAT NO BEARING LOAD IS TAKEN BY THE BELL.

The logo for the City of Columbia, Tennessee, is located in the bottom right corner. It features a stylized star in the center, surrounded by four colored squares (dark blue, light blue, orange, and dark blue) arranged in a larger square pattern. The text "CITY OF COLUMBIA" is at the top and "TENNESSEE" is at the bottom.

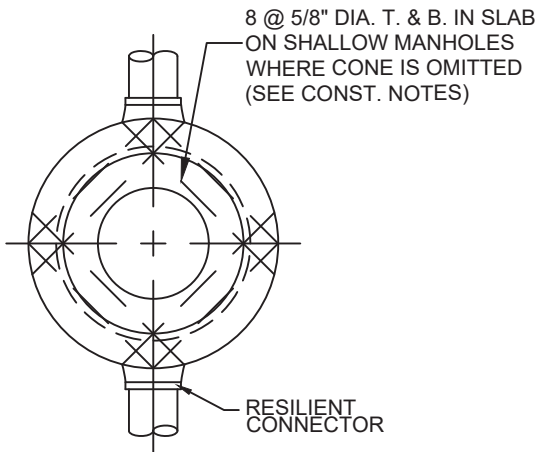
NOTE: ALL MANHOLES SHALL BE MANUFACTURED WITH XYPEX ADMIX C-1000/C-2000 OR APPROVED EQUAL FOR WATERPROOFING AND PROTECTION AGAINST HYDROGEN SULFIDE DETERIORATION. DOSAGE RATE SHALL BE 3% OF WEIGHT OF CEMENT.

CONSTRUCTION NOTES

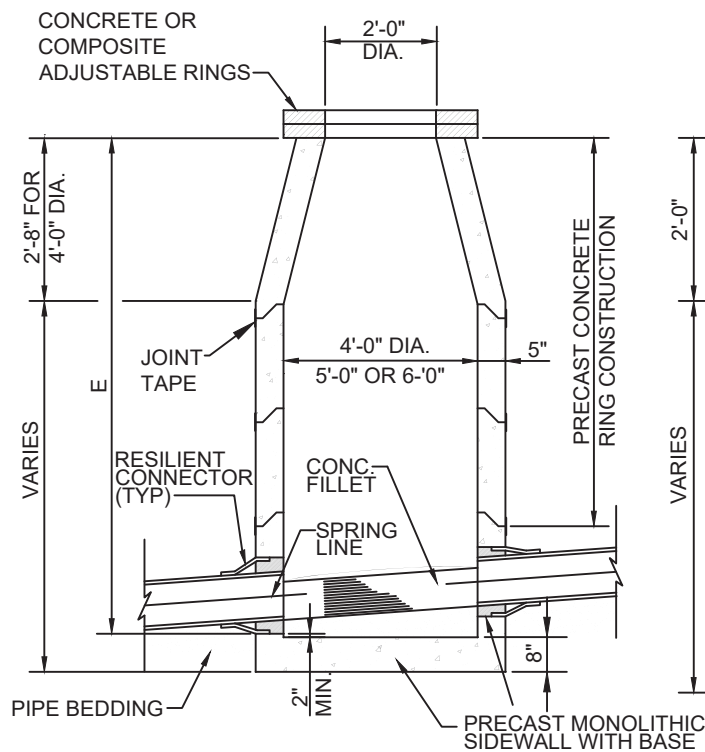
CYLINDRICAL AND CONICAL SECTIONS OF ALL MANHOLES SHALL BE CONSTRUCTED OF EITHER MONOLITHIC CONCRETE OR PRECAST CONCRETE RINGS AS DESIGNED IN THE PROJECT SPECIFICATIONS OF THE CONTRACT DOCUMENT. CONCENTRIC CONES SHALL BE USED ON PRECAST CONCRETE AND MONOLITHIC CONCRETE UNITS. DIMENSION "E" VARIES. WHEN LESS THAN 5-FEET OMIT CONE AND EXTEND CYLINDRICAL MANHOLE SIDEWALL SECTION TO AN ELEVATION 8-INCHES BELOW BOTTOM OF ADJUSTING BRICK. CONSTRUCT 8-INCH THICK CONCRETE SLAB ON TOP OF CYLINDRICAL SECTION REINFORCED WITH 5/8-INCH DIA. BARS AS SHOWN. PROVIDE 24-INCH DIAMETER OPENING IN SLAB FOR MANHOLE'S FRAME AND BRICK ADJUSTMENT RINGS AS ON CONED MANHOLE. BENCH WALLS IN MANHOLES FOR SEWERS 18-INCHES IN DIAMETER AND SMALLER TO BE BUILT UP TO THE THREE-QUARTER POINT ON PIPE. SEWERS 21-INCHES TO 30-INCHES IN DIAMETER - 15-INCHES HIGH. LARGER SEWERS TO SPRING LINE. NO BENCH WALLS REQUIRED IN DEAD END MANHOLES, ALTHOUGH BOTTOM TO BE PROPERLY DISHED.

ALL JOINTS TO BE WRAPPED WITH 6" JOINT TAPE.

NOTE: GRANULAR BACKFILL MATERIAL SHALL BE PLACED ADJACENT TO MANHOLE IN AREAS WHERE SWELLING CLAY EXIST.

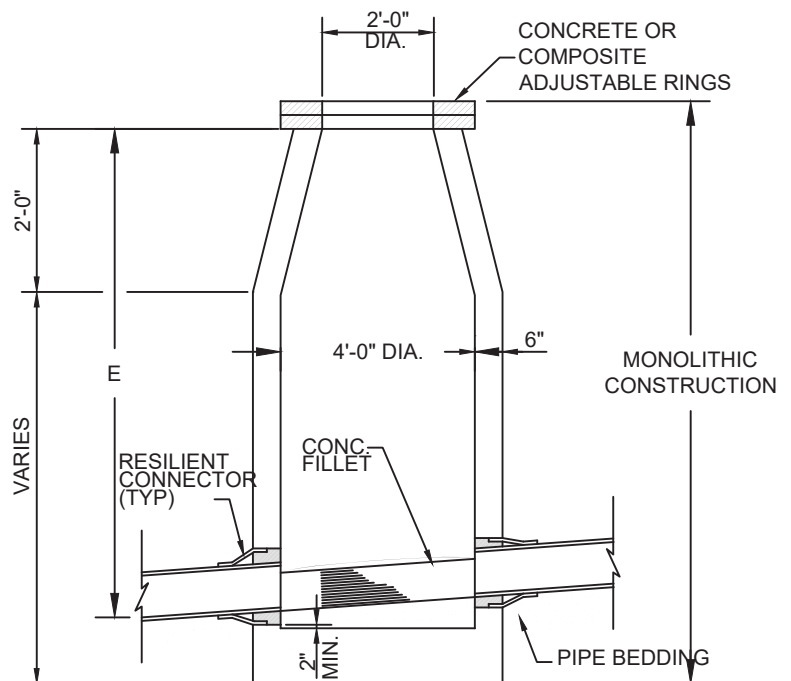


PLAN



SECTION

FOR SEWERS
36" DIAMETER & SMALLER
NOT TO SCALE



POURED IN PLACE MANHOLE
NOT TO SCALE

STANDARD MANHOLES

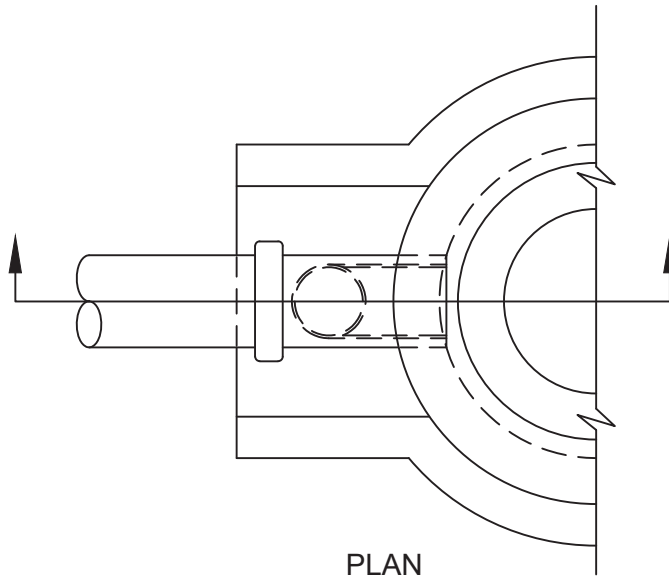
NOT TO SCALE



WMS# YR 2023

STANDARD SEWER
DETAIL NO:

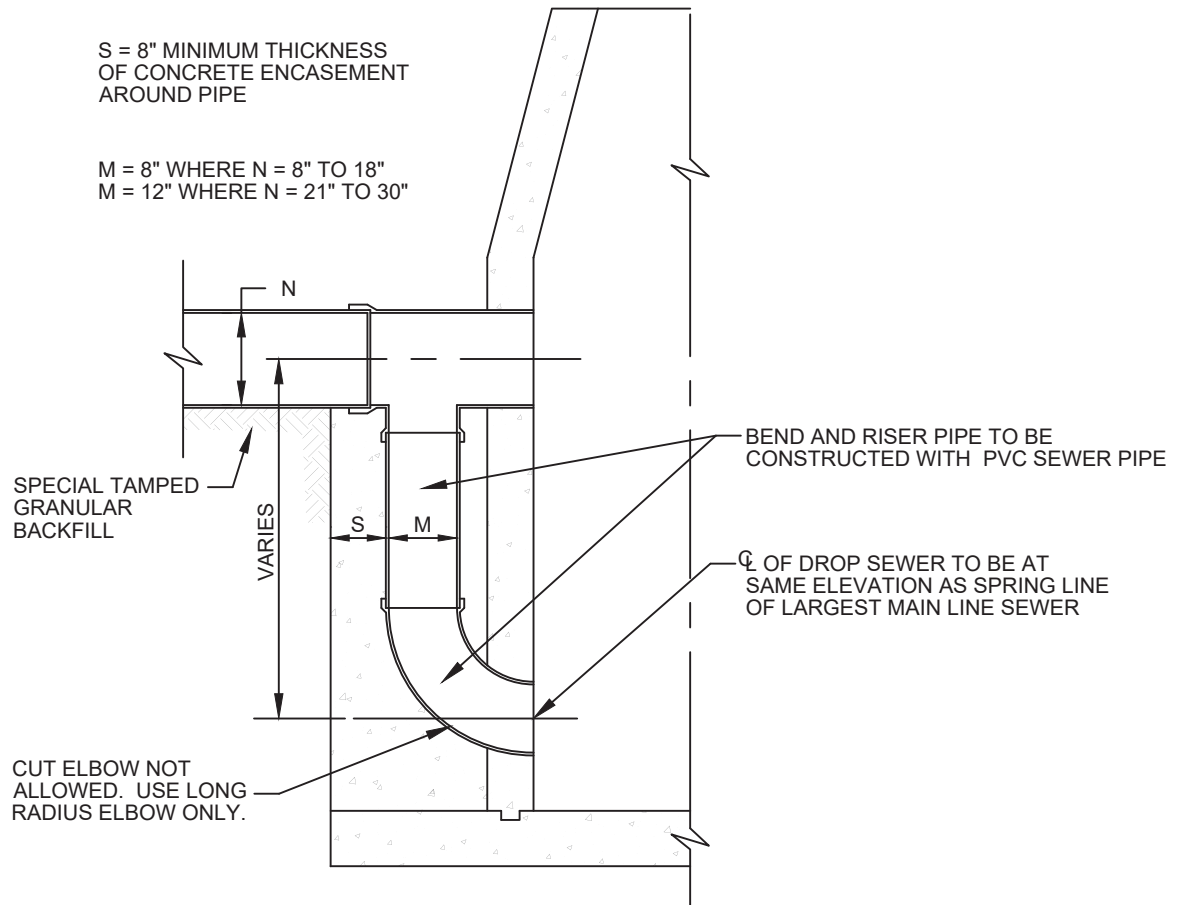
S2
Page 244 of 773



PLAN

S = 8" MINIMUM THICKNESS
OF CONCRETE ENCASEMENT
AROUND PIPE

M = 8" WHERE N = 8" TO 18"
M = 12" WHERE N = 21" TO 30"



SECTION

DROP PIPE FOR STANDARD MANHOLES

NOT TO SCALE

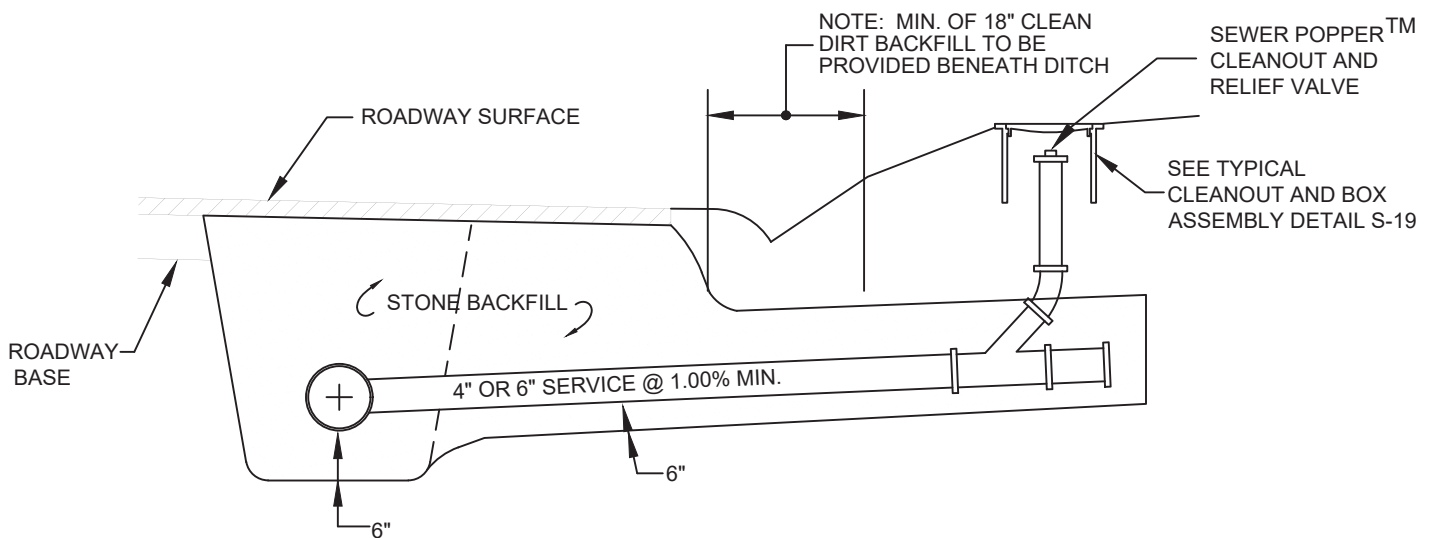
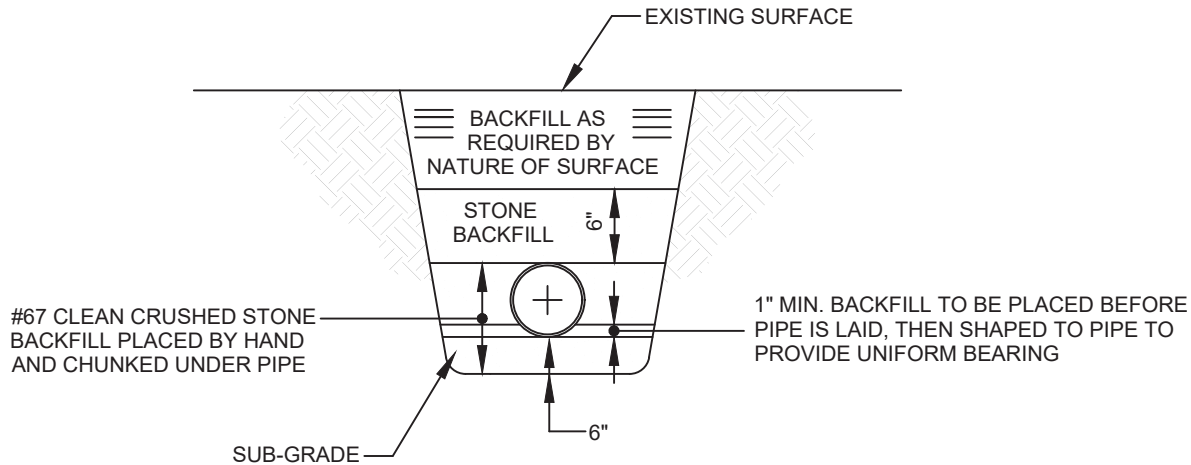


WMS# YR 2023

STANDARD SEWER
DETAIL NO:

S3

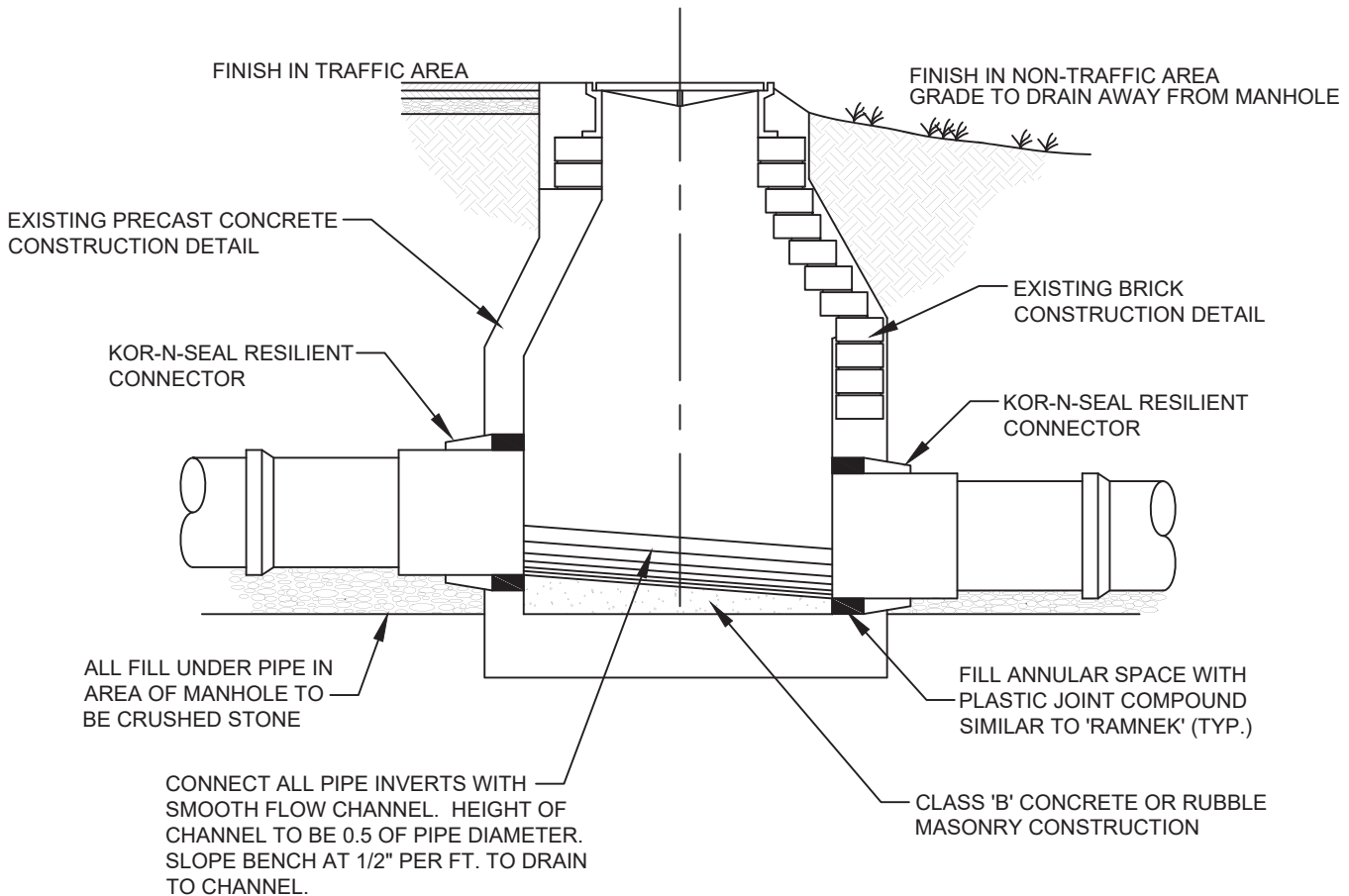
Page 245 of 773



NOTE: CLEANOUT SHALL BE INSTALLED AT THE PROPERTY LINE.

SERVICE LINE

NOT TO SCALE



CONNECTION TO EXISTING MANHOLE

NOT TO SCALE

NOTE: THE CONTRACTOR SHALL NOT CONNECT TO EXISTING
MANHOLE UNTIL ALL NEW SEWAGE FACILITIES HAVE BEEN
INSTALLED, TESTED AND RELEASED FOR SERVICE.

CITY OF COLUMBIA



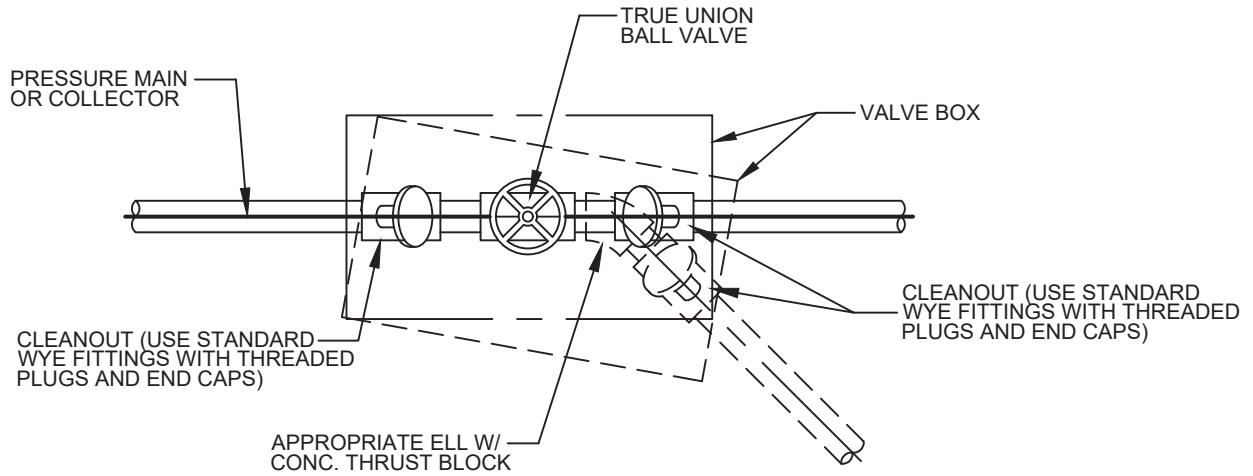
WMS# YR 2023

STANDARD SEWER
DETAIL NO:

S5

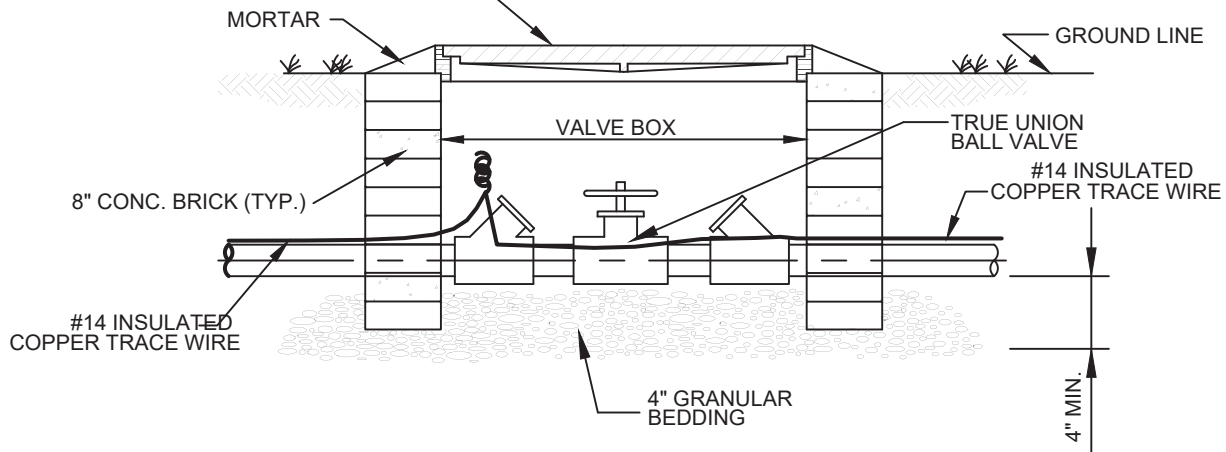
Page 247 of 773

NOTE: PROVIDE FOR ENTRANCE AND EXIT OF PRESSURE SEWER THROUGH WALLS OF VALVE BOX AT ANGLES REQUIRED BY CHANGE OF DIRECTION IF ANY.



PLAN VIEW

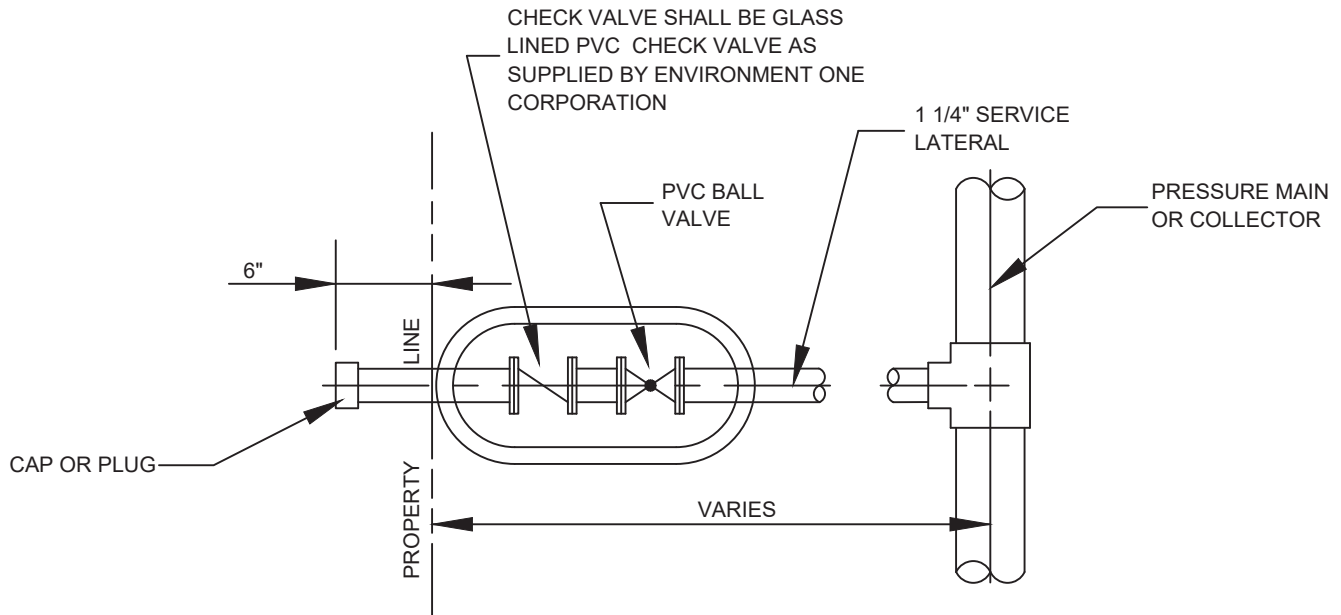
VALVE BOX WITH TRAFFIC FRAME AND COVER BOUCHARD NO. 8120 OR APPROVED EQUAL (TYPE "C" VALVE BOX)



ELEVATION

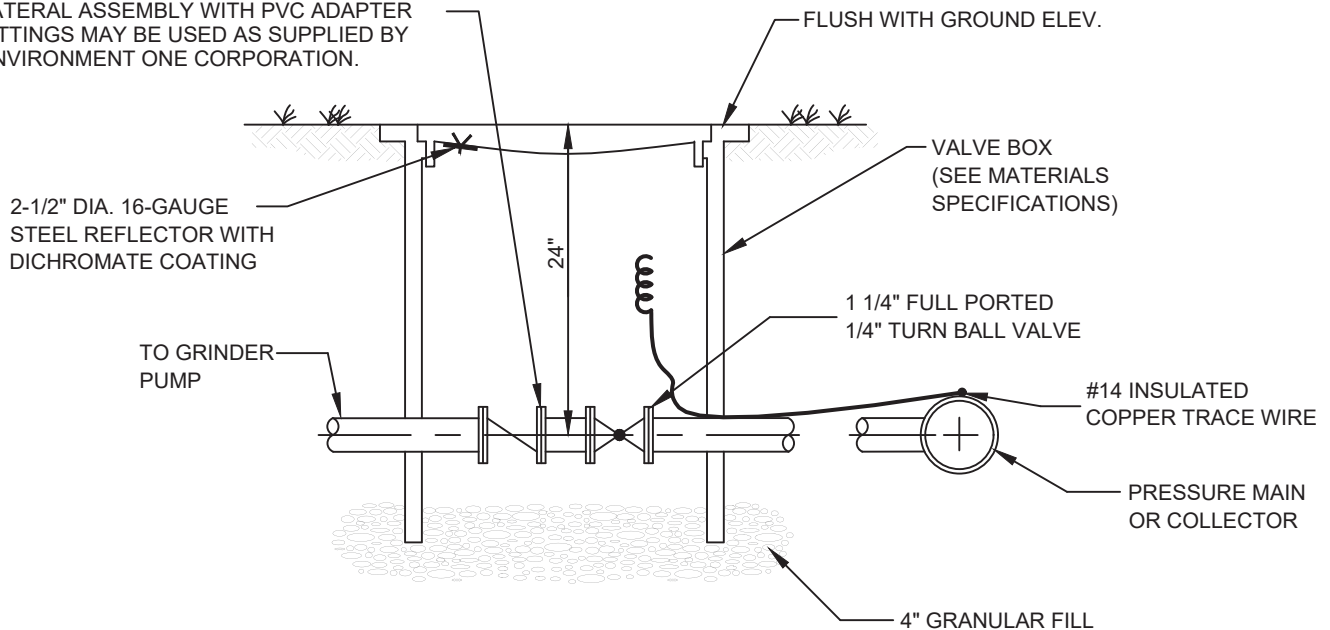
TYPICAL LOW PRESSURE SEWER VALVE BOX AND CLEANOUT ARRANGEMENT ALONG STRAIGHT RUNS AND AT CHANGES IN DIRECTION

NOT TO SCALE



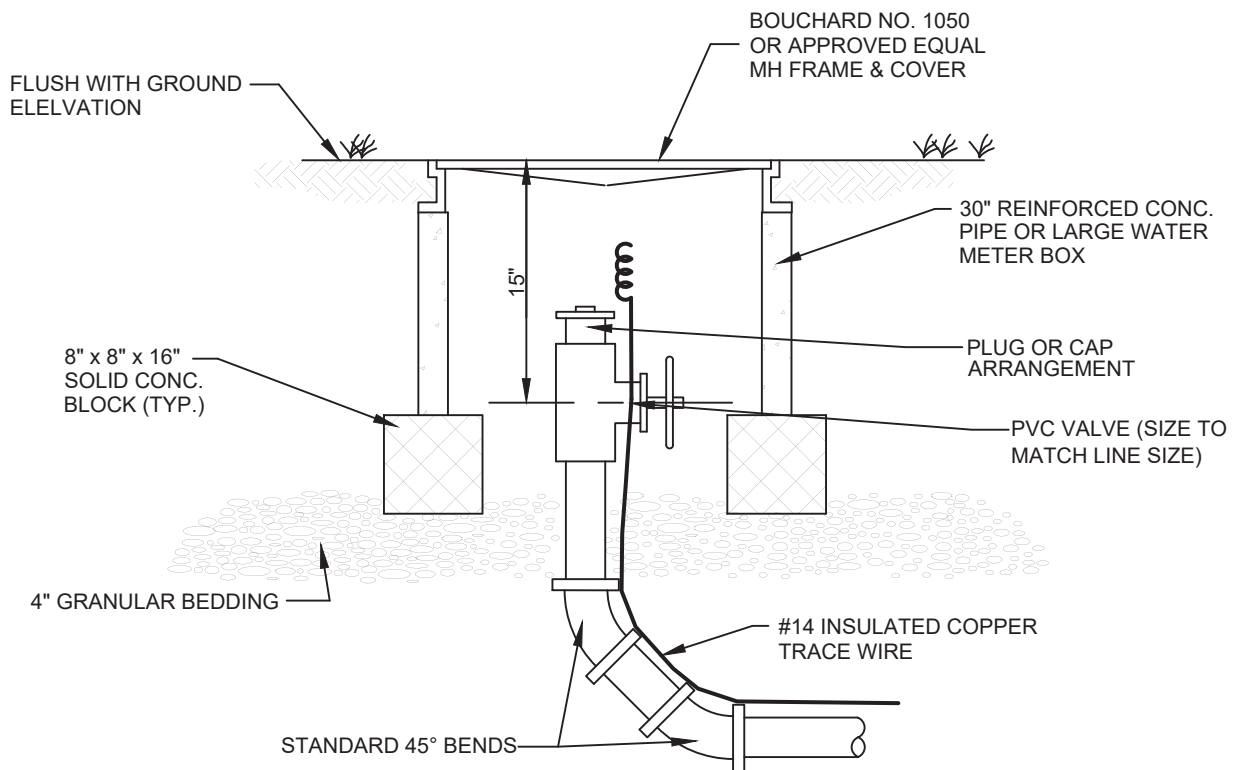
NOTE:

1. AT CONTRACTOR'S OPTION A 1 1/4" PLASTIC LATERAL ASSEMBLY WITH PVC ADAPTER FITTINGS MAY BE USED AS SUPPLIED BY ENVIRONMENT ONE CORPORATION.

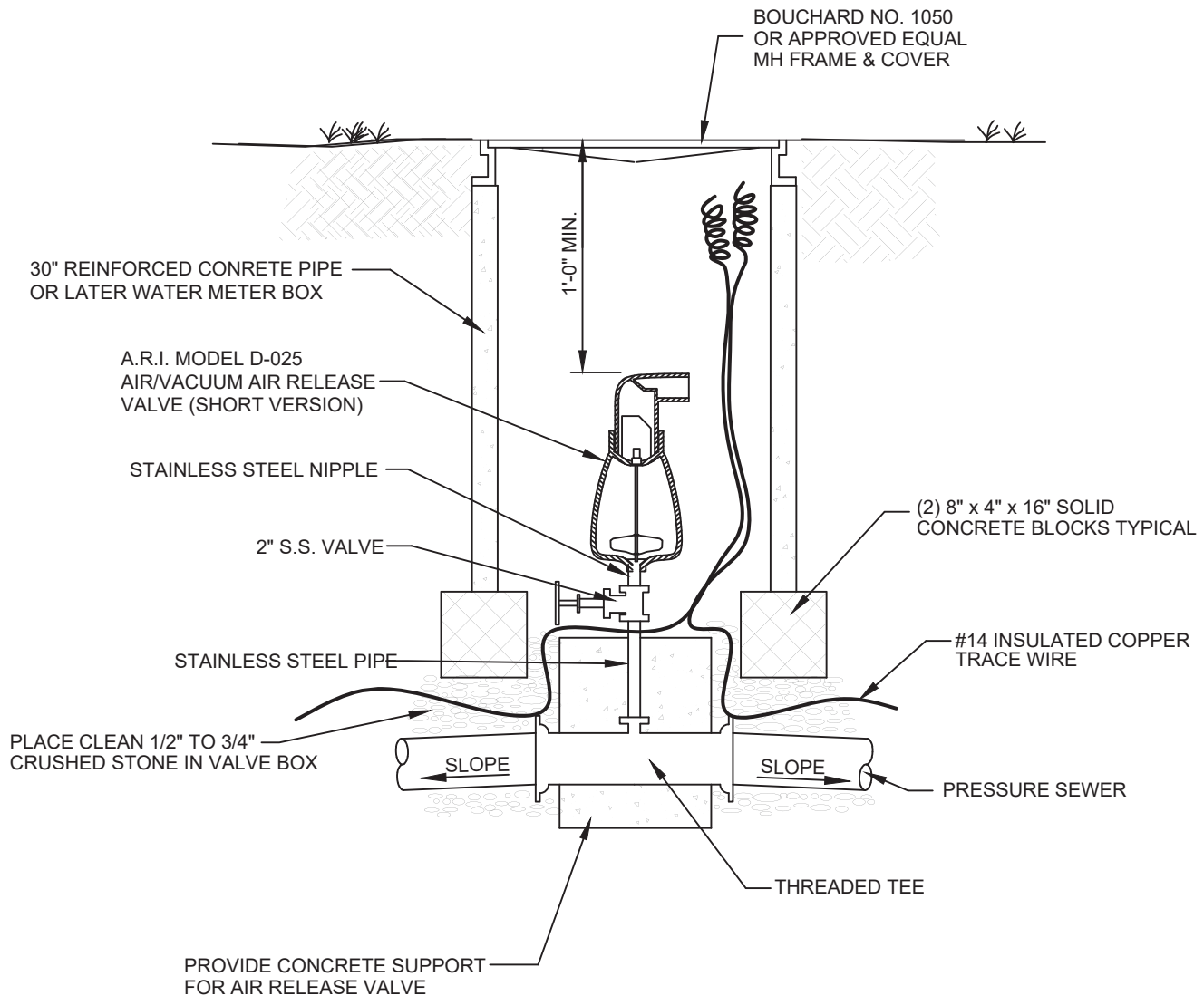


**TYPICAL LOW PRESSURE SEWER SERVICE
LINE CONNECTION (1 1/4")**
NOT TO SCALE





TYPICAL LOW PRESSURE SEWER SERVICE LINE
CONNECTION (1 1/4")
 NOT TO SCALE



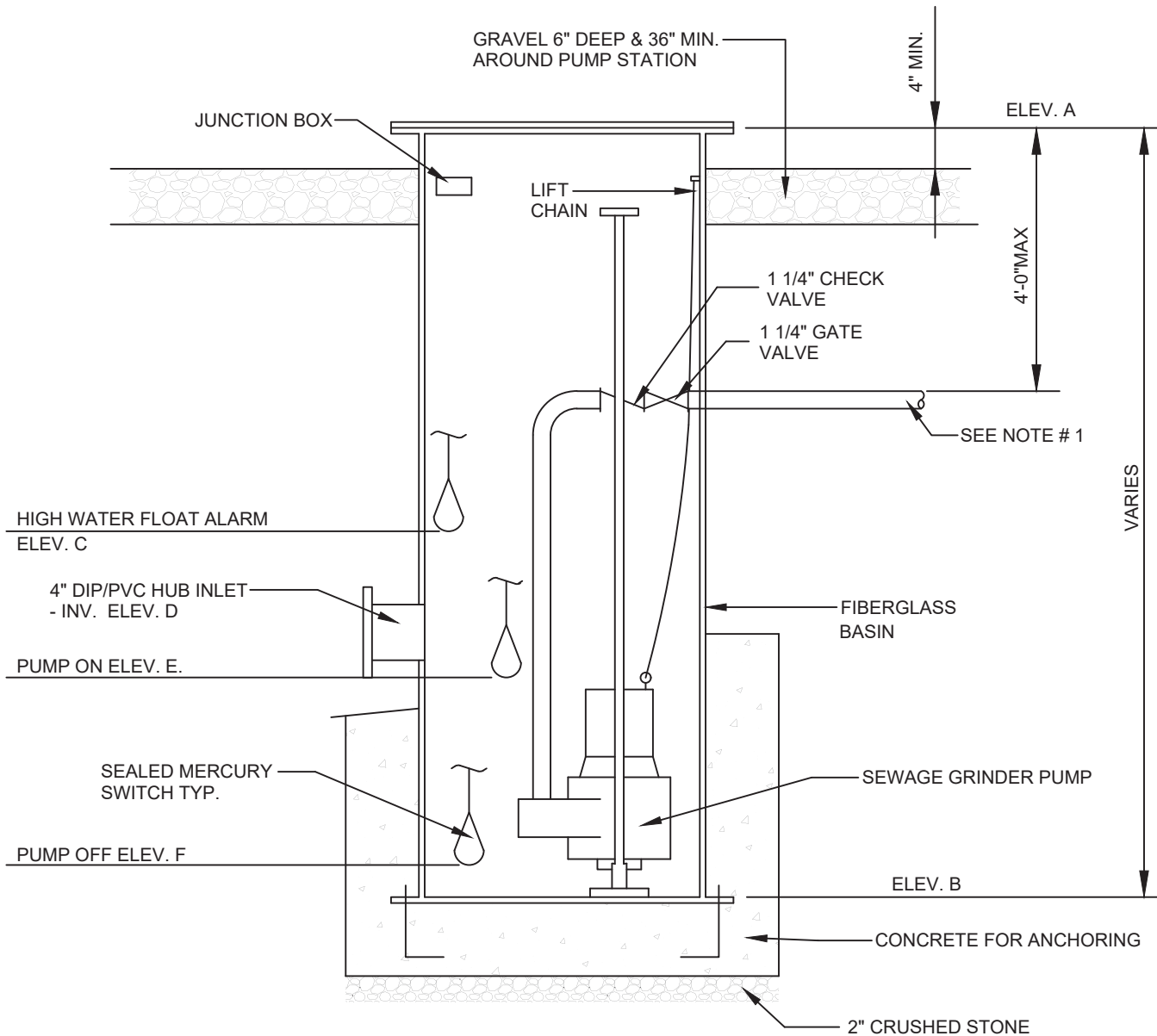
NOTE: CONCRETE BLOCKS NOR ANY
PORTION OF 30" CONCRETE PIPE SHALL
REST ON PROPOSED FORCE MAIN.

LOW PRESSURE SEWER AUTOMATIC AIR RELEASE MANHOLE

NOT TO SCALE

NOTE:

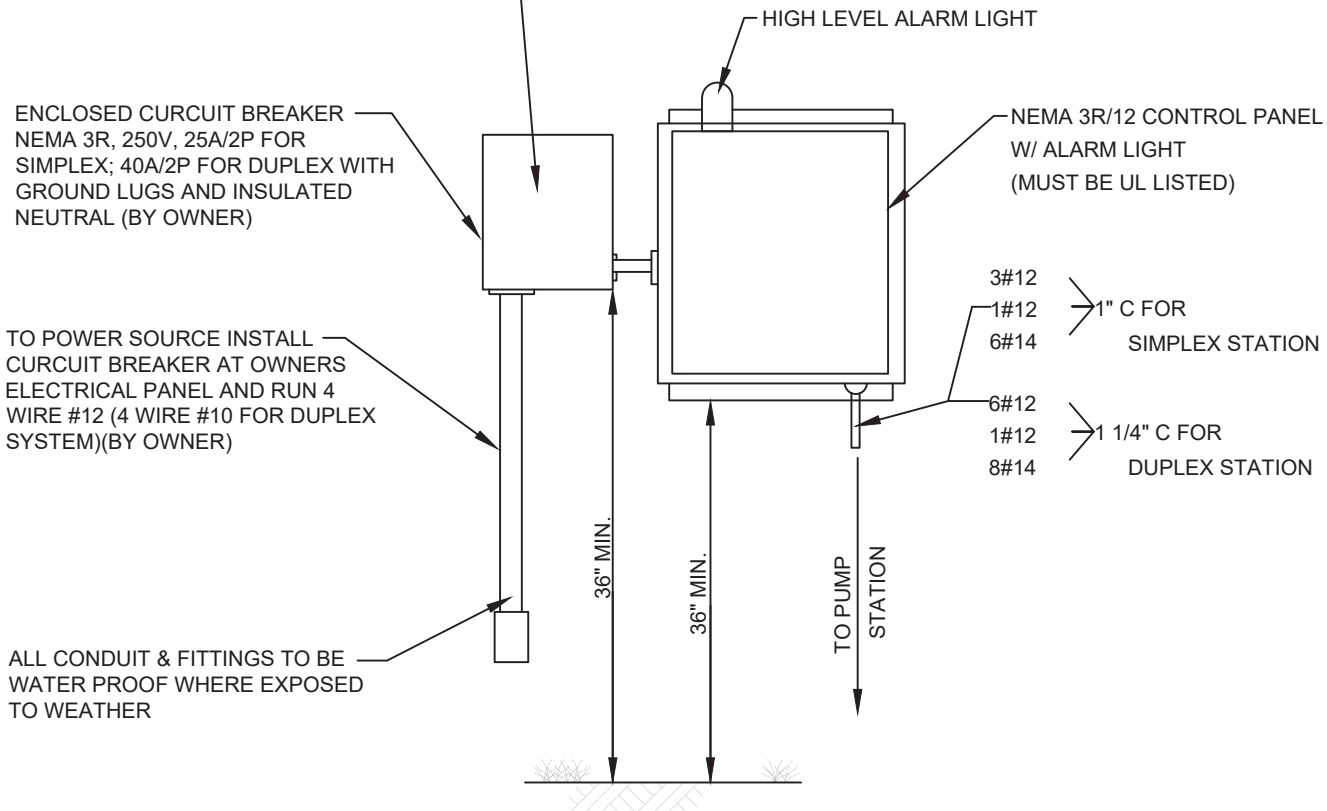
1. INSTALL RIGID 1 1/4"x2" STAINLESS STEEL PIPE NIPPLE & STAINLESS STEEL PIPE FOR MIN. OF 4 L.F. FROM PUMP STATION TO UNDISTURBED EARTH THEN TRANSITION TO 2" CL. 200 PVC.
2. CONTRACTOR SHALL GRADE AND RESHAPE AREA AROUND PUMP STATION FOR PROPER SITE DRAINAGE



TYPICAL SIMPLEX GRINDER PUMP STATION

NOT TO SCALE

NOTE: THIS SEPERATE BOX MAY NOT BE REQUIRED IF PROPER
SIZED BREAKERS ARE INCLUDED UN MAIN CONTROL PANEL.



ELECTRICAL NOTES:

1. WIRE: COPPER- THW OR THWN.
2. CONDUIT: PER LOCAL CODES.
3. CODES: CHECK LOCAL AUTHORITY.

TYPICAL SIMPLEX GRINDER PUMP CONTROL PANEL DETAIL

NOT TO SCALE

CITY OF COLUMBIA

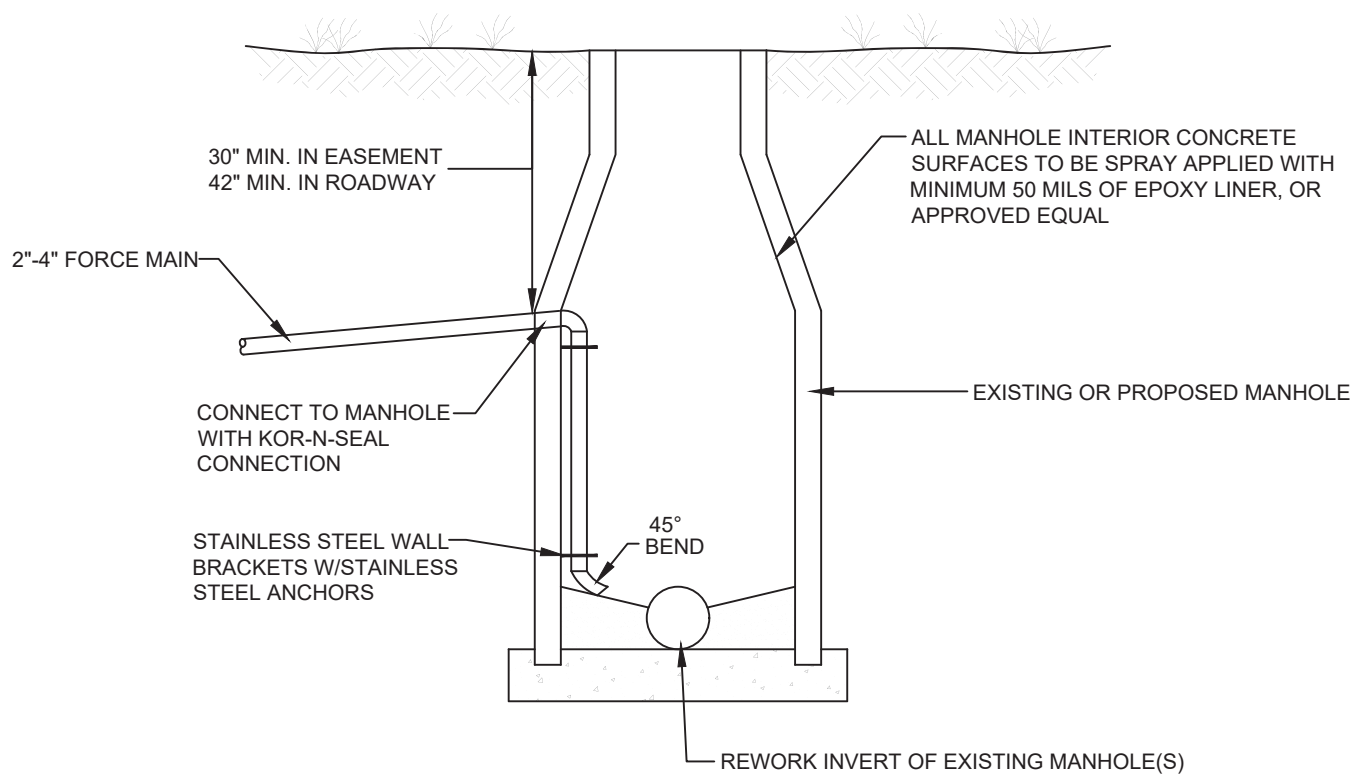


WMS# YR 2023

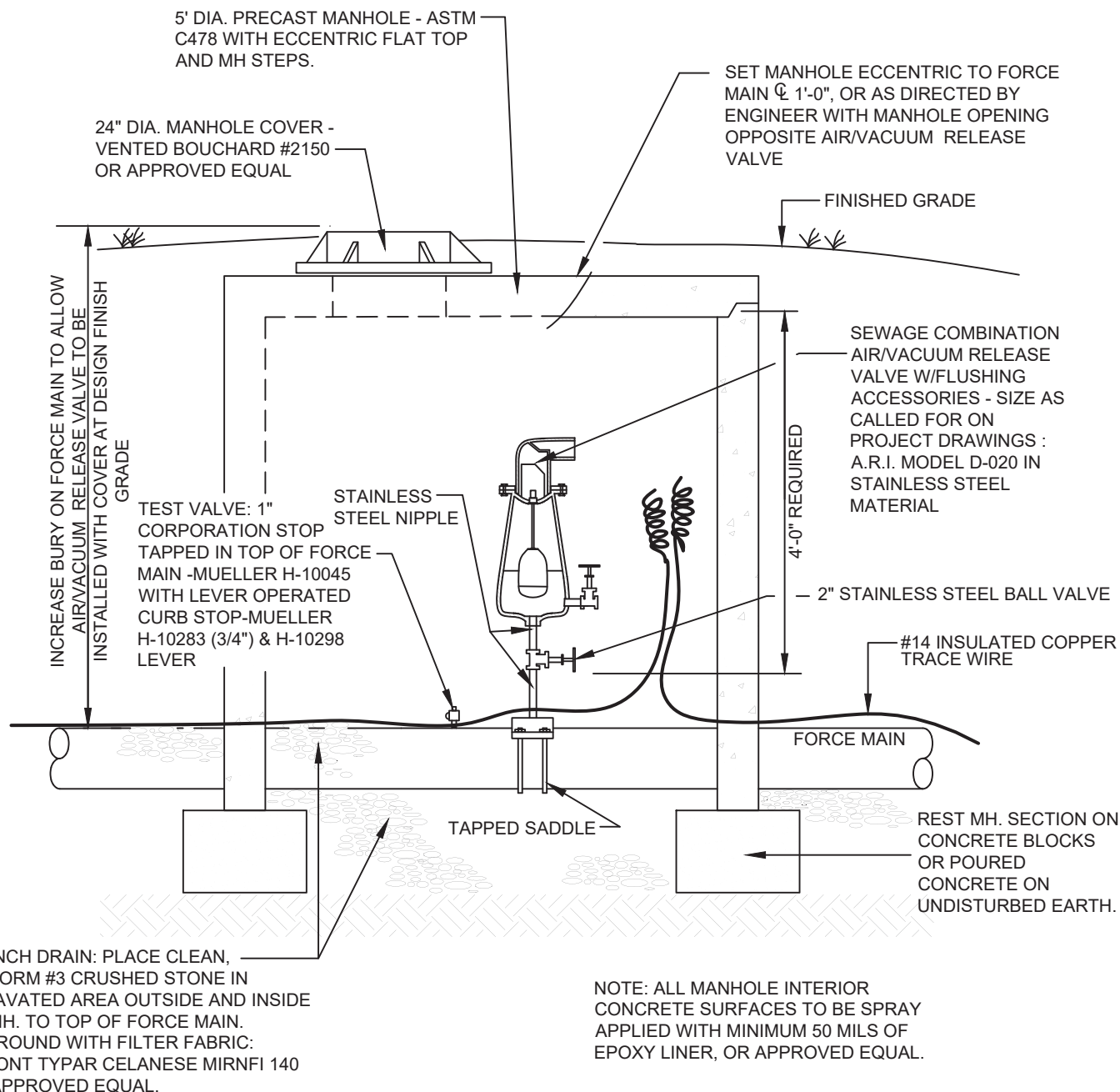
STANDARD SEWER
DETAIL NO:

S11

Page 253 of 773



**SMALL DIAMETER FORCE MAIN
TIE-IN AT MANHOLE (TYP.)**
NOT TO SCALE



AUTOMATIC COMBINATION AIR & VACUUM RELEASE MANHOLE

NOT TO SCALE

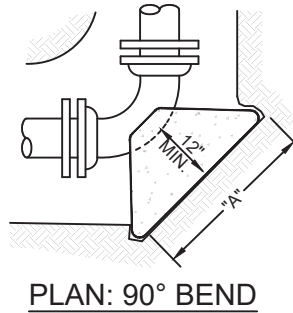
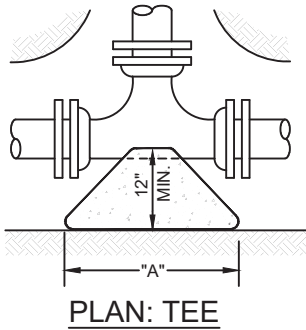


WMS# YR 2023

STANDARD SEWER
DETAIL NO:

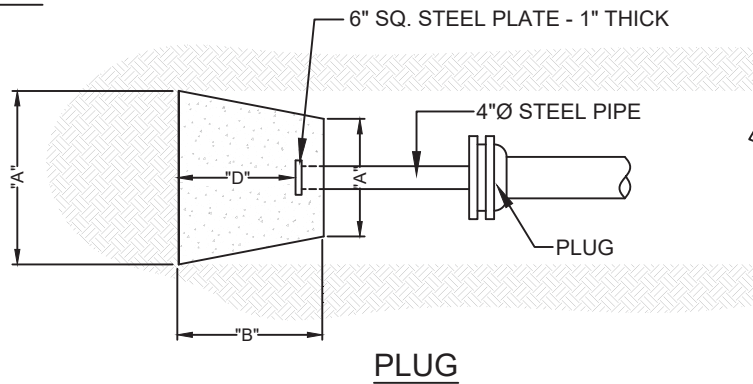
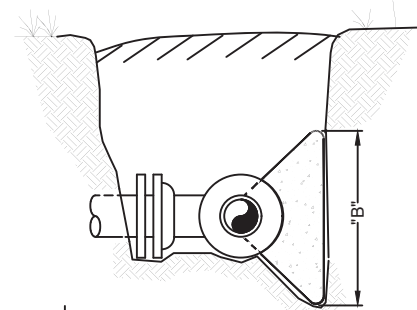
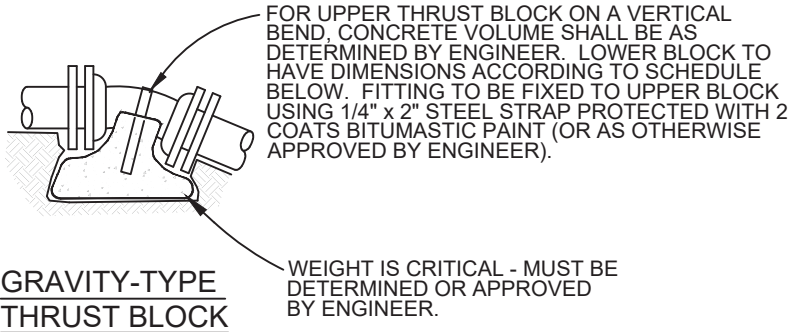
S13

Page 255 of 773



NOTES:

1. CONCRETE TO BE CLASS "B" (2000 P.S.I.) OR STRONGER.
2. DIMENSIONS AS SHOWN ARE APPROXIMATE - SUBJECT TO CHANGE AT DIRECTION OF OR APPROVAL OF ENGINEER.
3. KEEP CONCRETE CLEAR OF ANY PIPE JOINT, GLAND BOLTS, ETC.
4. CONCRETE TO BEAR AGAINST UNDISTURBED EARTH WITH BEARING AREA EQUIVALENT TO AT LEAST AxB.



SCHEDULE OF MINIMUM BEARING AREA REQUIRED					
BASED ON 200 PSI INTERNAL PRESSURE AND 4000 PSF SOIL BEARING CAPACITY*					
PIPE SIZE	TEE OR DEAD END	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
4"	1.0	1.5	1.0	1.0	1.0
6"	2.5	3.0	2.0	1.0	1.0
8"	4.0	5.5	3.0	1.5	1.0
10"	6.0	8.5	4.5	2.5	1.5
12"	8.5	12.0	6.5	3.0	2.0
16"	15.0	21.5	11.5	6.0	3.0
18"	20.0	27.5	15.0	8.0	4.0
20"	24.0	33.5	18.5	9.5	5.0
24"	34.0	48.0	26.0	13.5	7.0
30"	53.0	76.5	41.0	21.5	12.0
36"	76.5	110.0	59.0	30.5	17.5
VALUES ARE TABULATED IN SQUARE FEET					

*Engineer to confirm actual required dimensions before construction of the Thrust Block.
Bearing Area (square feet) = A(feet) x B(feet)

CONCRETE THRUST BLOCK DETAILS

FOR BOTH WATER AND FORCE MAINS

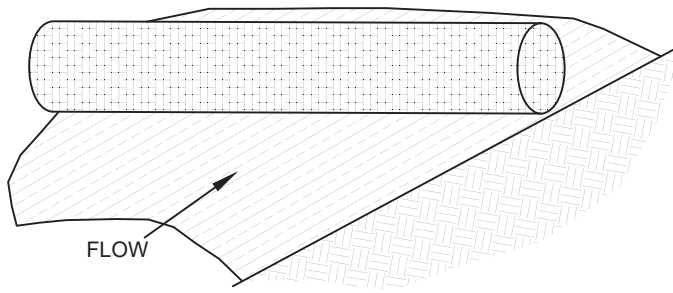


WMS# YR 2023

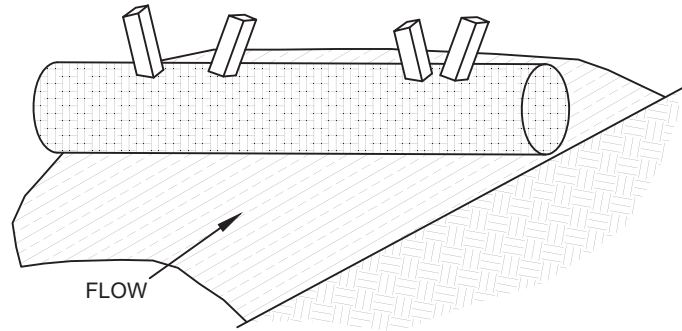
STANDARD SEWER
DETAIL NO:

S15
Page 257 of 773

1. LAYOUT TO INTERCEPT RUNOFF



2. STAKE IN CROSS PATTERN ON DOWN SLOPE SIDE OF WADDLE/TUBE.



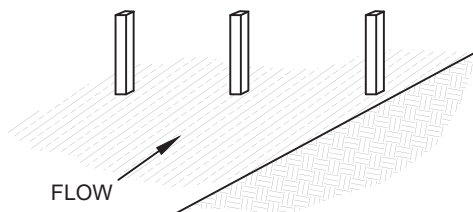
NOTE: FILL MATERIAL OF TUBES SHALL BE IN ACCORDANCE TO TDEC/KDEP REGULATIONS.

NOTE: TO BE INSTALLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

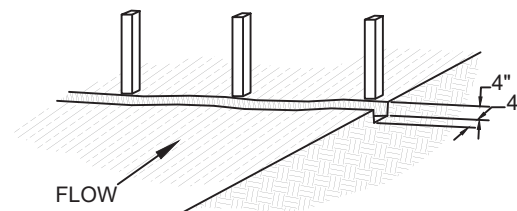
SEDIMENT TUBE INSTALLATION

SCALE: NONE

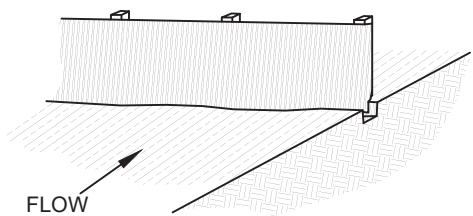
1. SET THE STAKES.



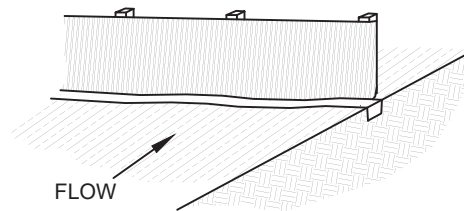
2. EXCAVATE A 4"x4" TRENCH UPSLOPE ALONG THE LINE OF STAKES.



3. STAPLE FILTER MATERIAL TO STAKES AND EXTEND IT INTO THE TRENCH.



4. BACKFILL AND COMPACT THE EXCAVATED SOIL.



CONSTRUCTION OF A FILTER BARRIER

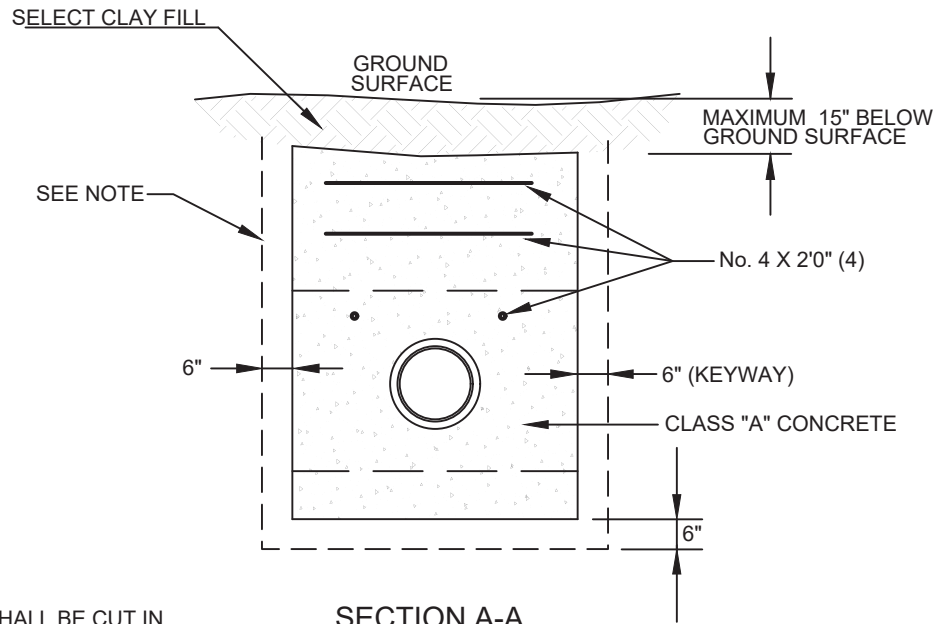
SILTATION FENCE

NOT TO SCALE

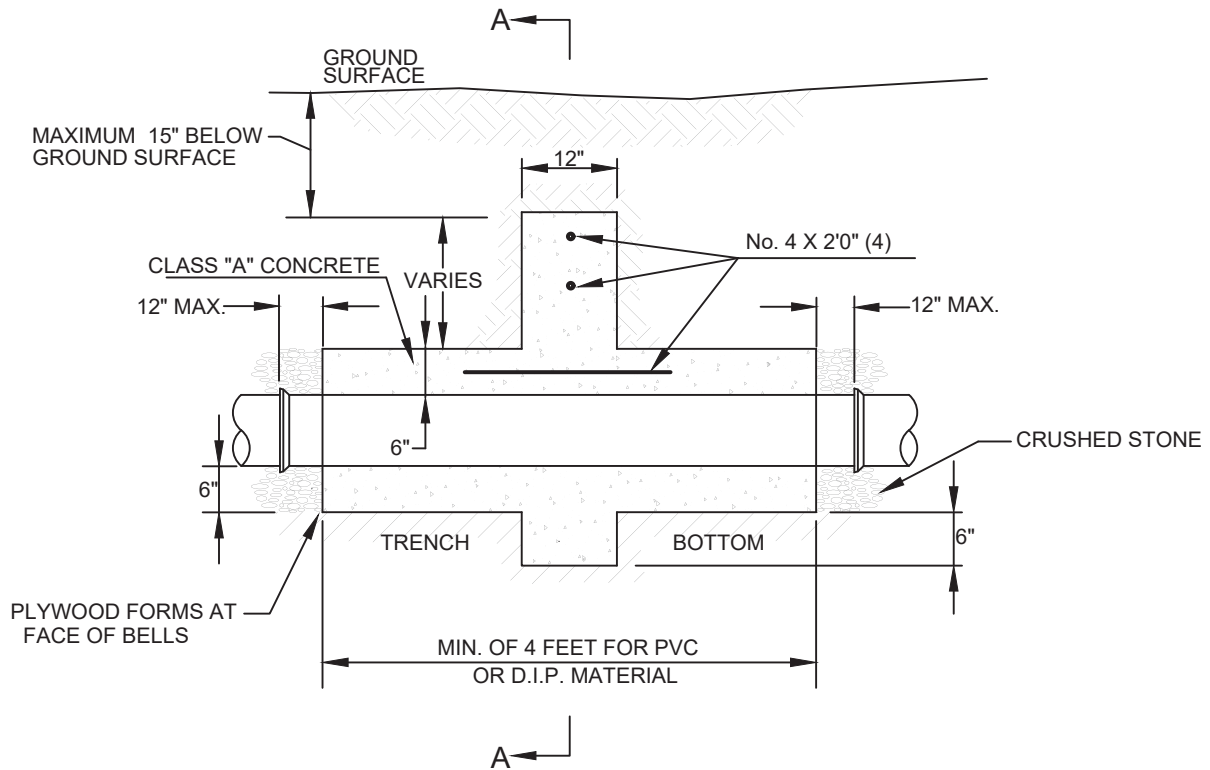


STANDARD SEWER
DETAIL NO:

S16

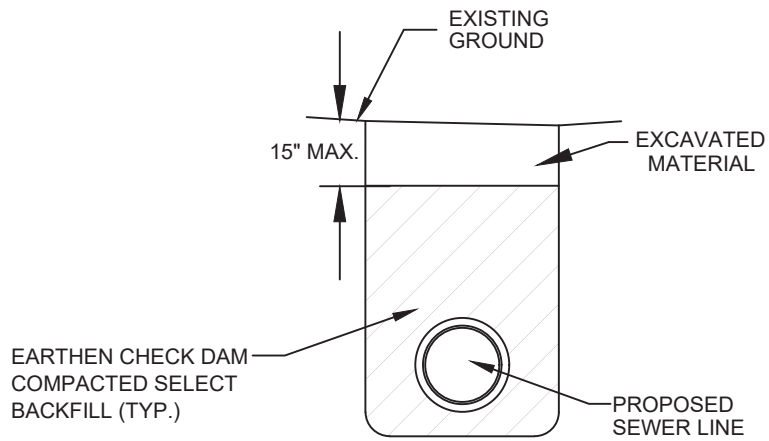


NOTE: A 6-INCH KEYWAY SHALL BE CUT IN DIRT EXCAVATION. FRACTURED AND SHOT ROCK SHALL BE REMOVED TO CLEAN SOLID ROCK IN ROCK TRENCHES. THIS IS REQUIRED ON SIDES IN ADDITION TO BOTTOM. IF BOTTOM IS OVER SHOT IT MUST BE CLEANED TO SOLID UNFRACTURED ROCK.

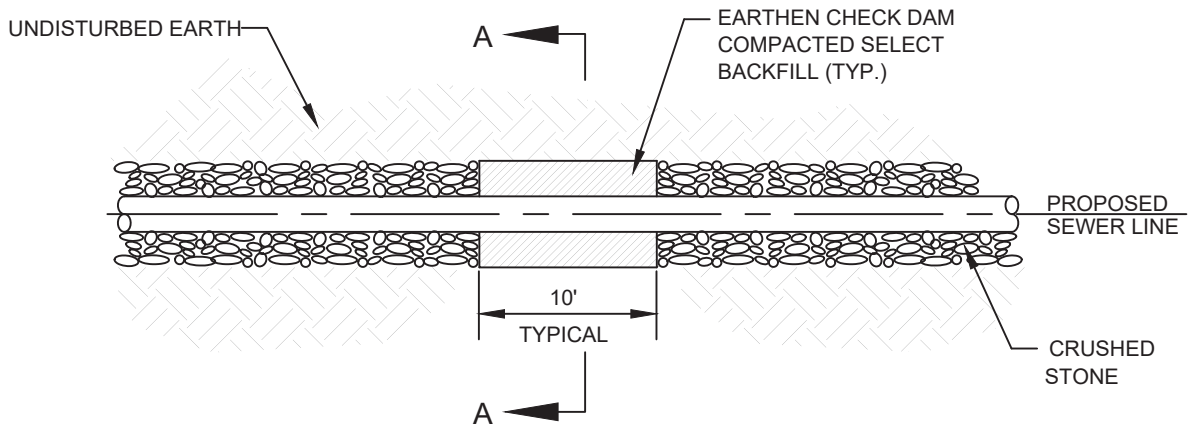


CONCRETE CHECK DAM

NOT TO SCALE



SECTION "A"-"A"



IN AREAS DESIGNATED FOR "EARTHEN CHECK DAM", BACKFILL WITHIN THE PIPE ZONE AND FOR A DISTANCE OF 10 FEET ALONG THE PIPE CENTERLINE SHALL BE SELECTED CLAY SOIL PLACED IN LIFTS OF 6 INCHES $\pm$ AND COMPACTED TO AT LEAST 80% MINIMUM DENSITY. (STANDARD PROCTOR)

EARTHEN CHECK DAM

NOT TO SCALE

STANDARD FRAME AND COVER
BOUCHARD NO. 8006; SEE SPECS

INSTALL SEWER POPPERTM CLEANOUT
AND RELIEF VALVE AS MANUFACTURED
BY JONES STEPHENS CORP.
(1-800-355-6637) OR APPROVED EQUAL

GROUND LEVEL

FINISH IN TRAFFIC AREA

STANDARD CONCRETE BOX AS
DETAILED IN SPECS INSIDE
DIMENSIONS (11" x 13 1/4") OUTSIDE
DIMENSIONS (17" x 19 1/4") APPROX.
HEIGHT 12" - 15"

SOLID PRECAST CONCRETE
BLOCKS TYPICAL (12"x12"x4")

GRANULAR MATERIAL 6" MIN. DEPTH

45° BEND

4" OR 6" SEWER SERVICE

STANDARD CLEANOUT WYE

TYPICAL CLEANOUT ASSEMBLY

NOT TO SCALE

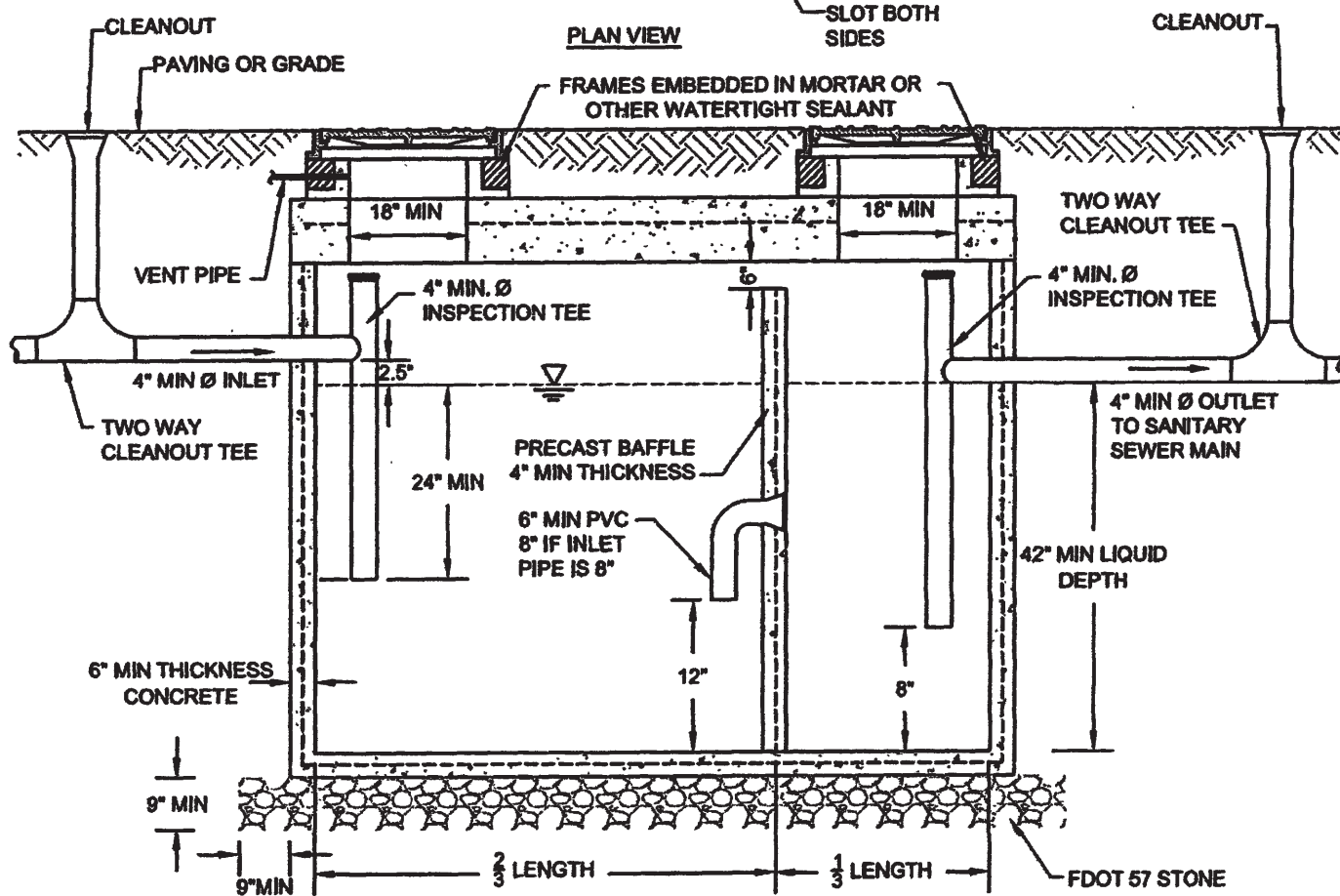
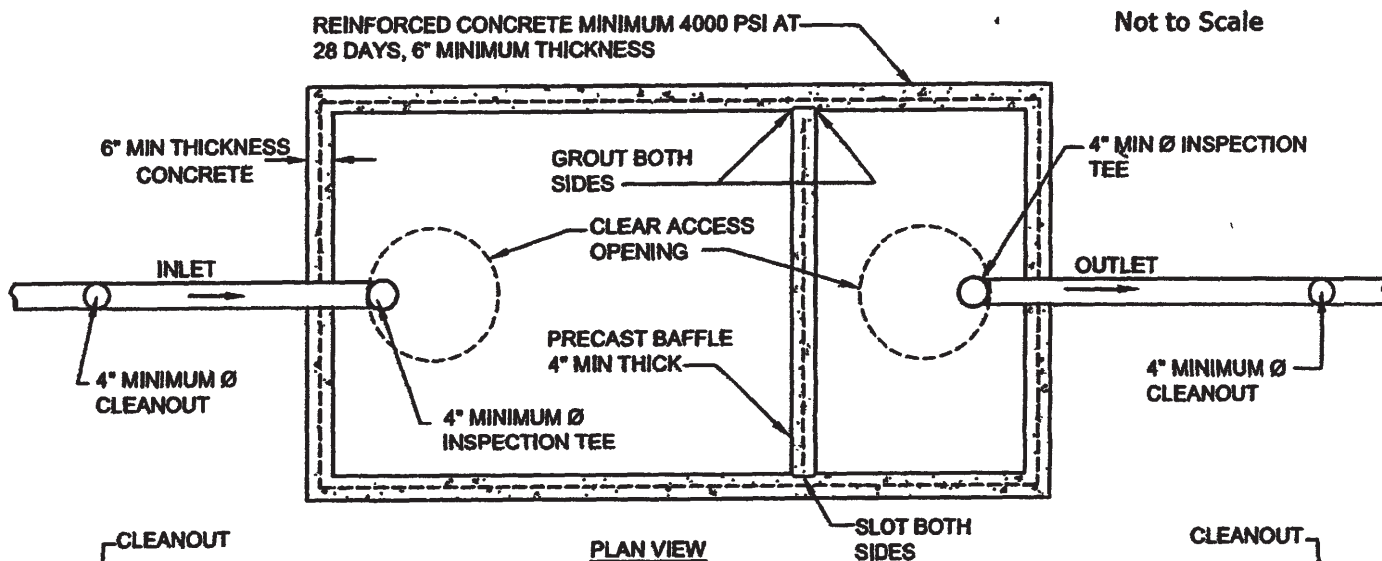


WMS# YR 2023

STANDARD SEWER
DETAIL NO:

S19

Page 261 of 773



NOTES:

1. THE GREASE INTERCEPTOR SHALL BE CONSTRUCTED OF SOUND, DURABLE MATERIALS NOT SUBJECT TO EXCESSIVE CORROSION OR DECAY AND SHALL BE WATER AND GAS TIGHT.
2. EACH INTERCEPTOR SHALL BE STRUCTURALLY DESIGNED TO WITHSTAND ANY ANTICIPATED LOAD TO BE APPLIED ON THE INTERCEPTORS SUCH AS VEHICULAR TRAFFIC IN PARKING OR DRIVING AREAS.
3. SIZE GREASE INTERCEPTOR PER TABLE 5.1.A. (MINIMUM 1,000 GAL; MAXIMUM 2,000 GAL.)



GREASE INTERCEPTOR TRAP

NOT TO SCALE

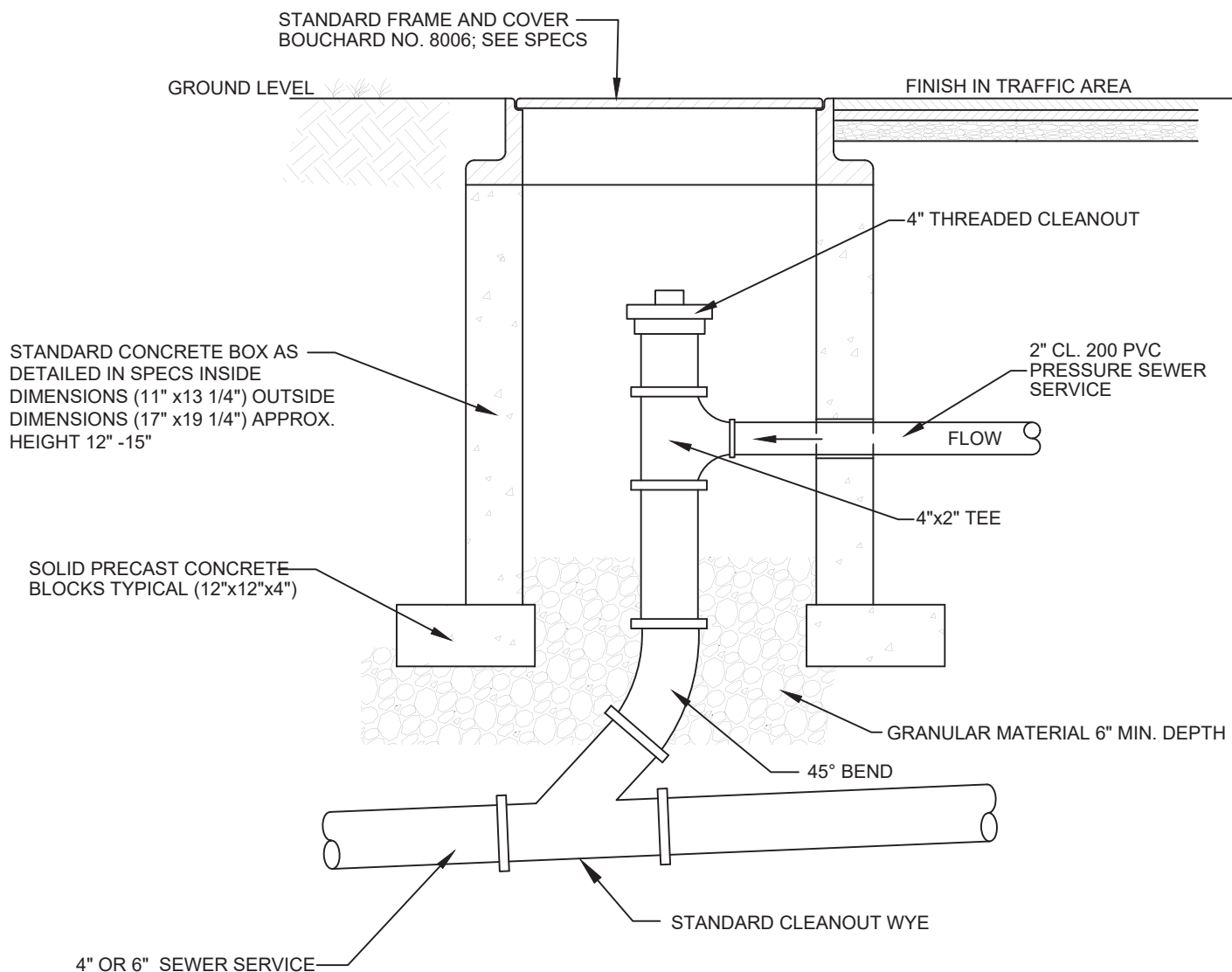


WMS# YR 2023

STANDARD SEWER
DETAIL NO:

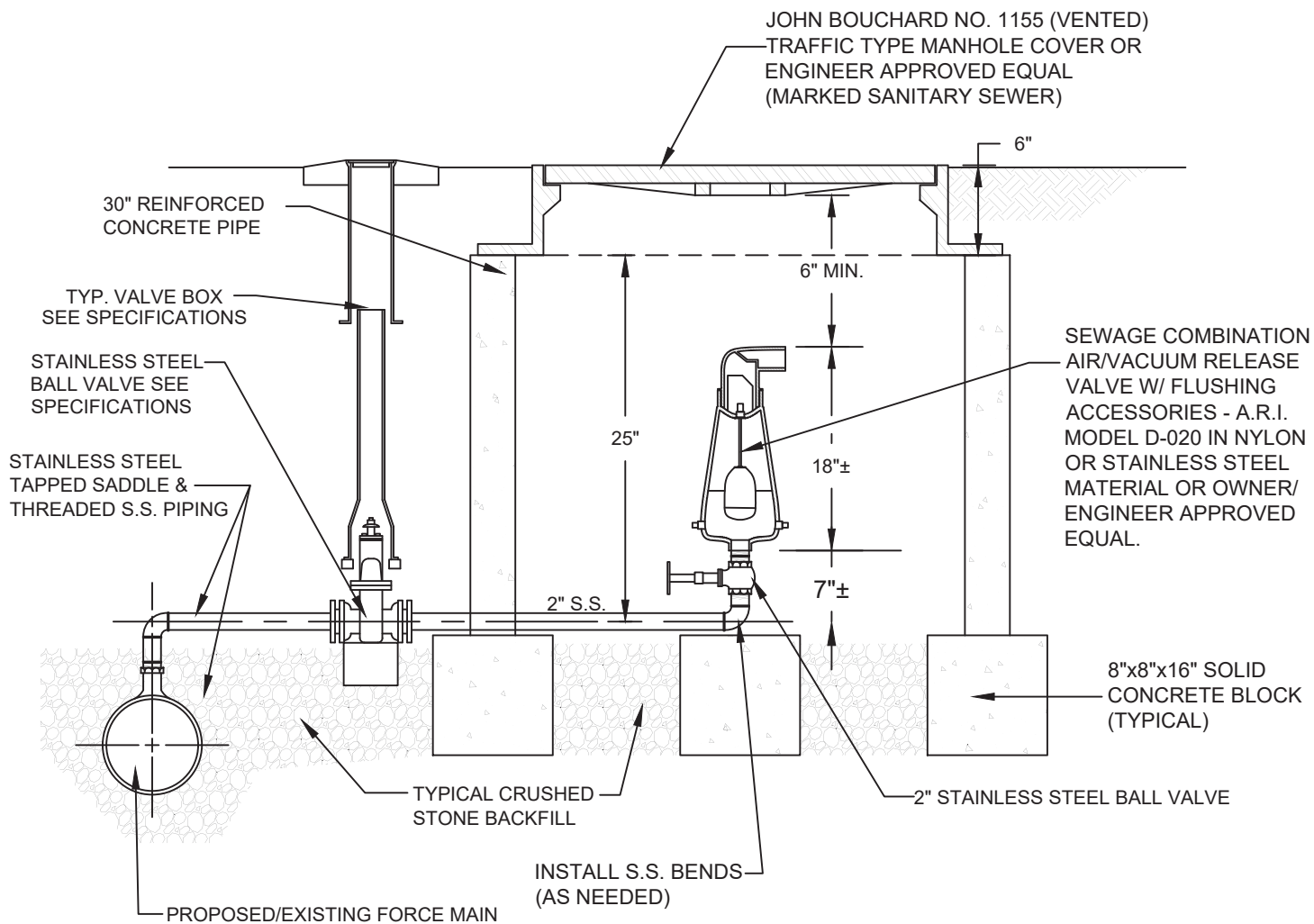
S20

Page 262 of 773



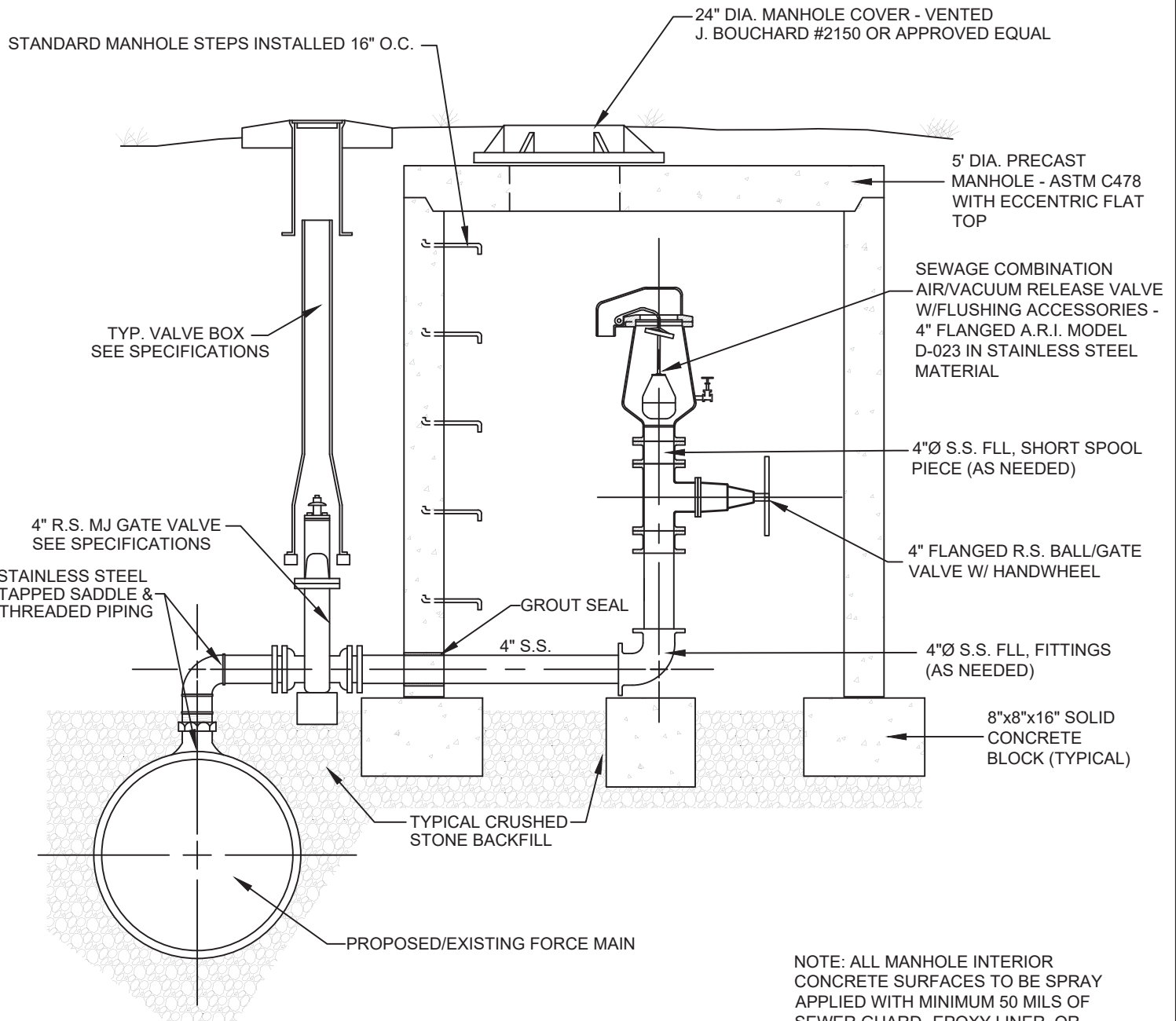
TYPICAL CLEANOUT ASSEMBLY W/ LOW PRESSURE FORCE MAIN CONNECTION

NOT TO SCALE



**OFFSET - AUTOMATIC COMBO AIR/VACUUM
MANHOLE W/ 30" CONC PIPE STRUCTURE
FOR SMALL FORCE MAINS**

NOT TO SCALE



NOTE: ALL MANHOLE INTERIOR CONCRETE SURFACES TO BE SPRAY APPLIED WITH MINIMUM 50 MILS OF SEWER GUARD® EPOXY LINER, OR APPROVED EQUAL.

OFFSET - AUTOMATIC COMBO AIR/VACUUM VALVE W/ 5' DIA. MANHOLE ASSEMBLY FOR LARGE FORCE MAINS

NOT TO SCALE

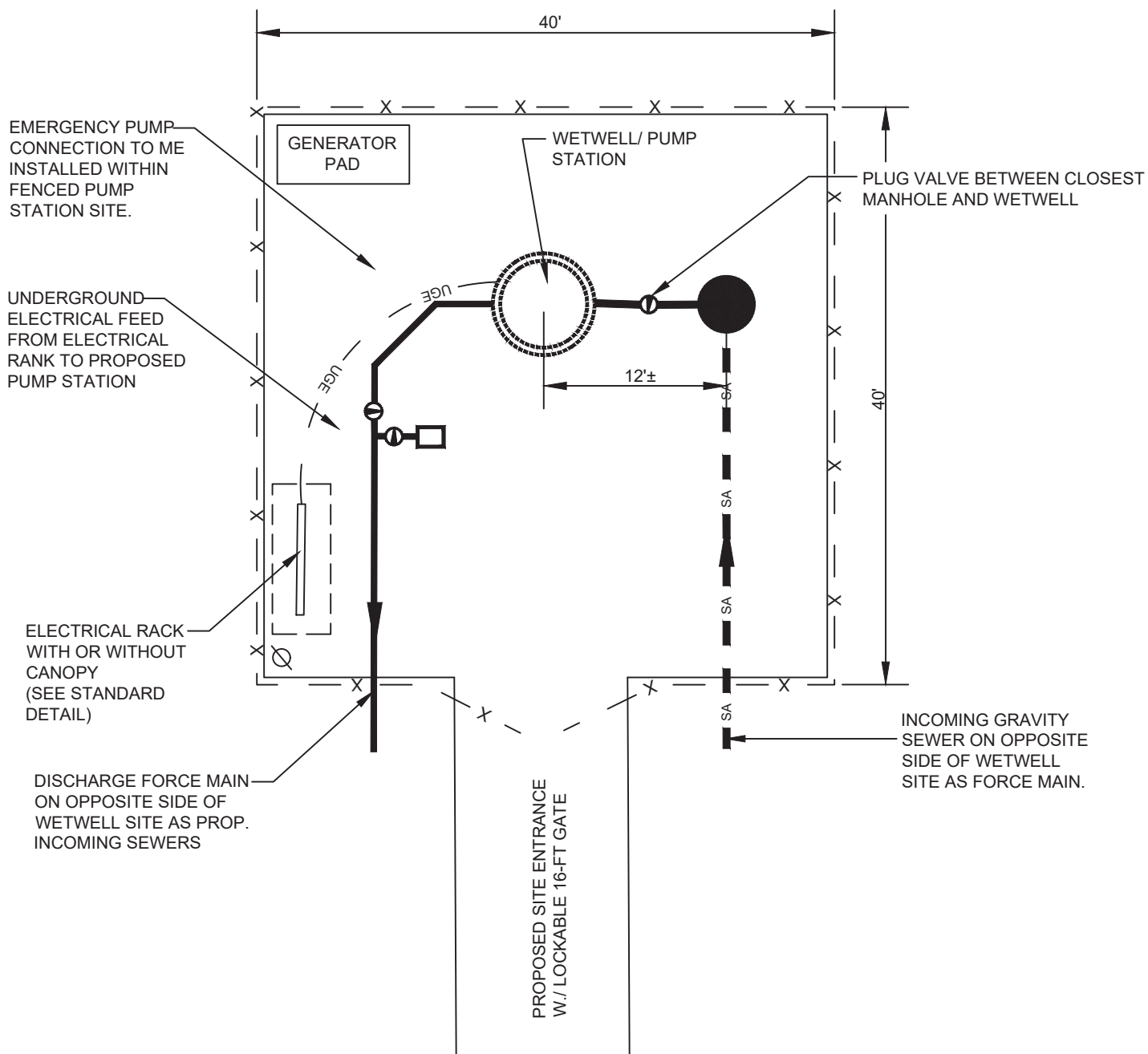


WMS# YR 2023

STANDARD SEWER
DETAIL NO:

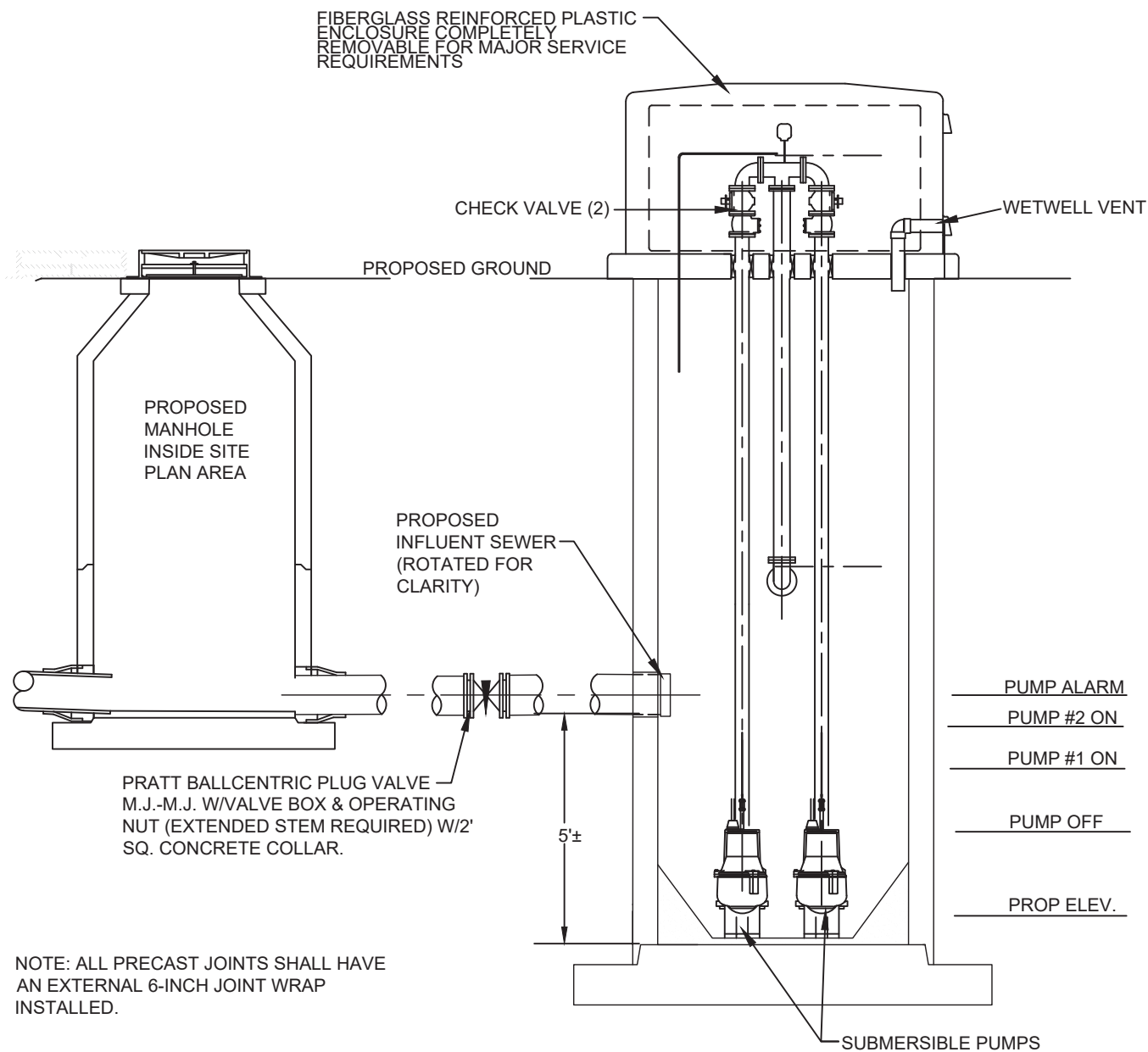
S23

Page 265 of 773

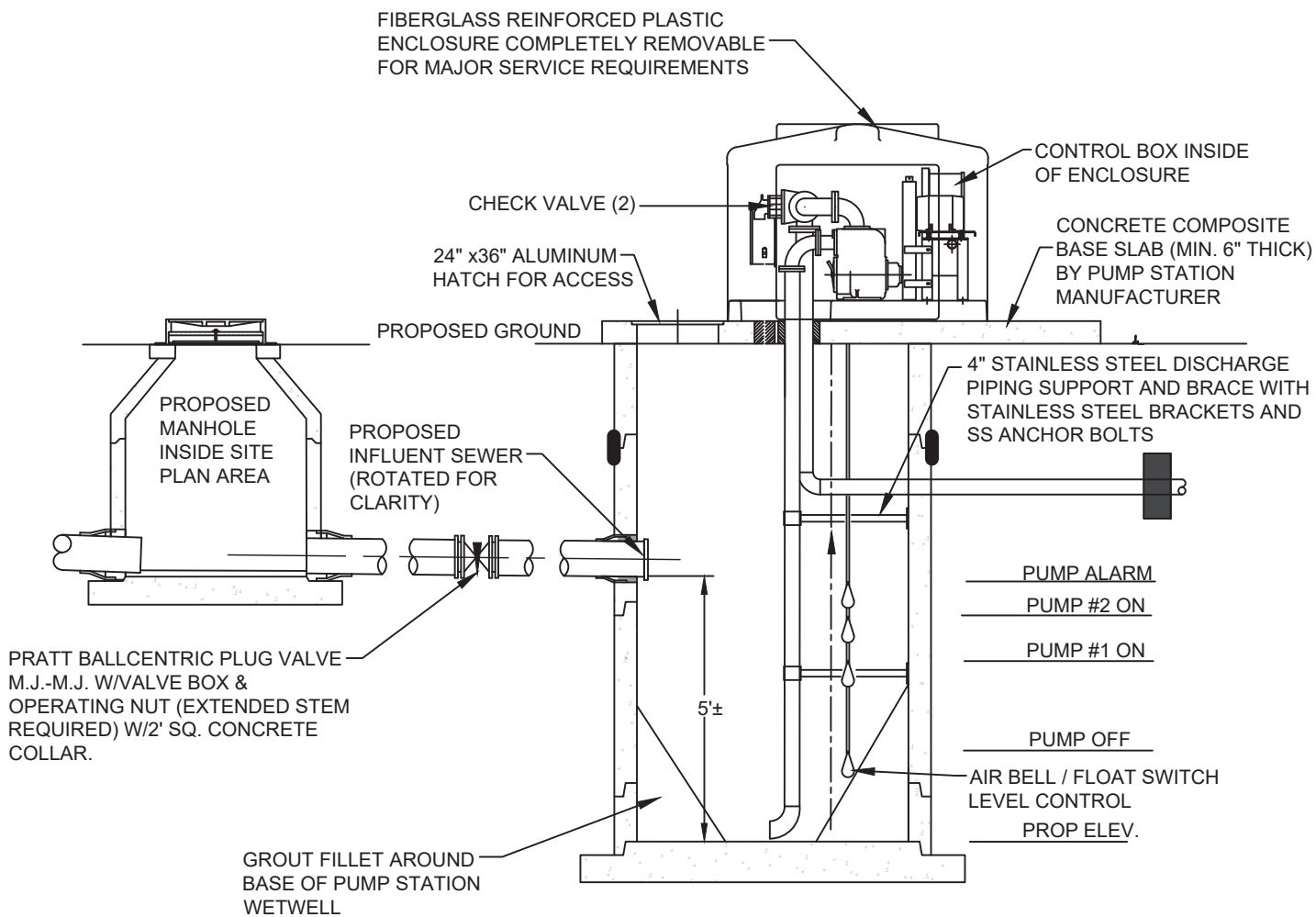


TYPICAL PUMP STATION SITE LAYOUT

NOT TO SCALE



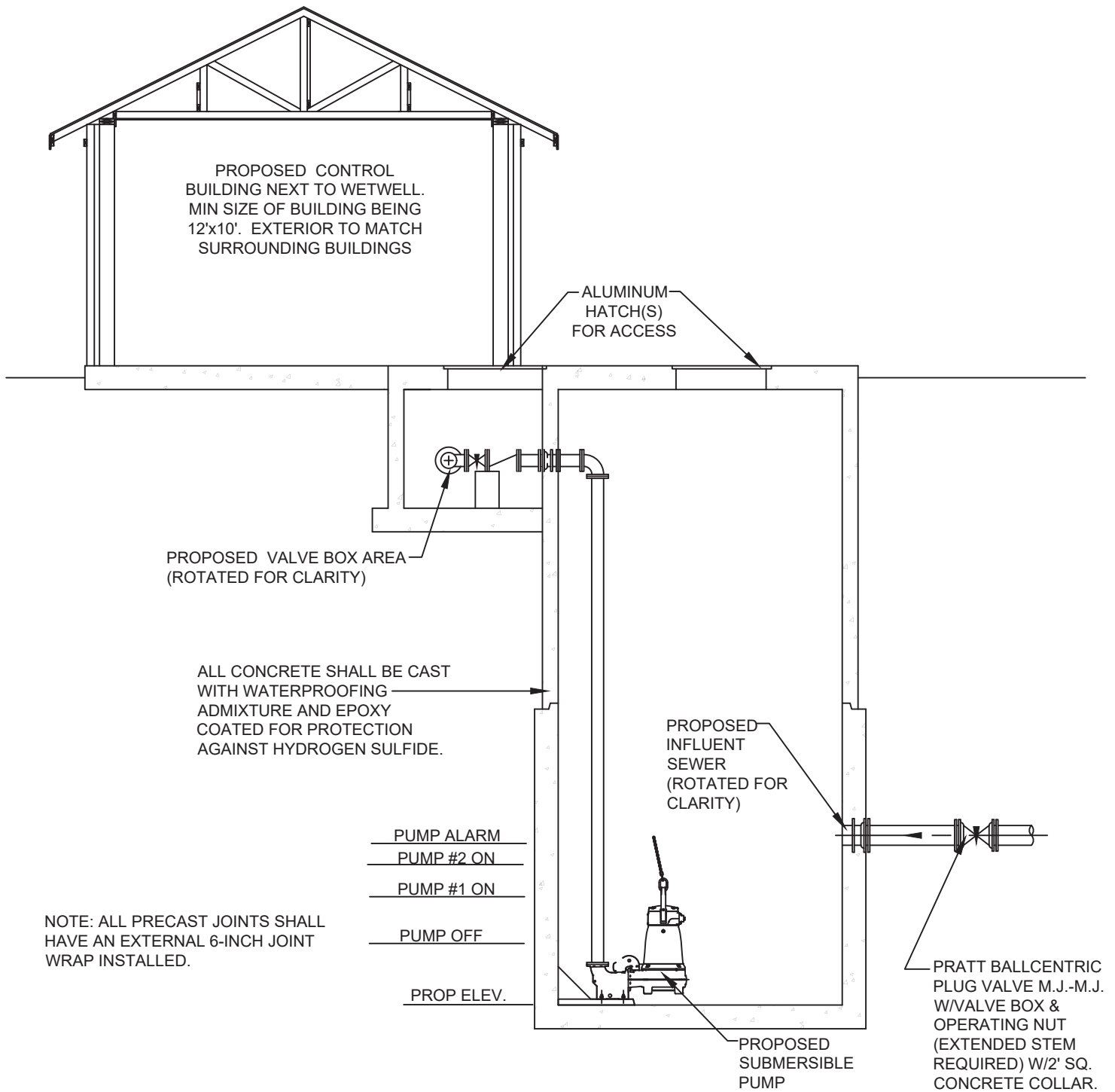
**TYPICAL SUBMERSIBLE PUMP STATION
W/ ABOVE GROUND VALVE BOX**
NOT TO SCALE



NOTE: ALL PRECAST JOINTS SHALL HAVE AN EXTERNAL 6-INCH JOINT WRAP INSTALLED.

TYPICAL SUCTION LIFT PUMP STATION

NOT TO SCALE



TYPICAL HIGH FLOW PUMP STATION (300 GPM ~ 1400 GPM) NOT TO SCALE

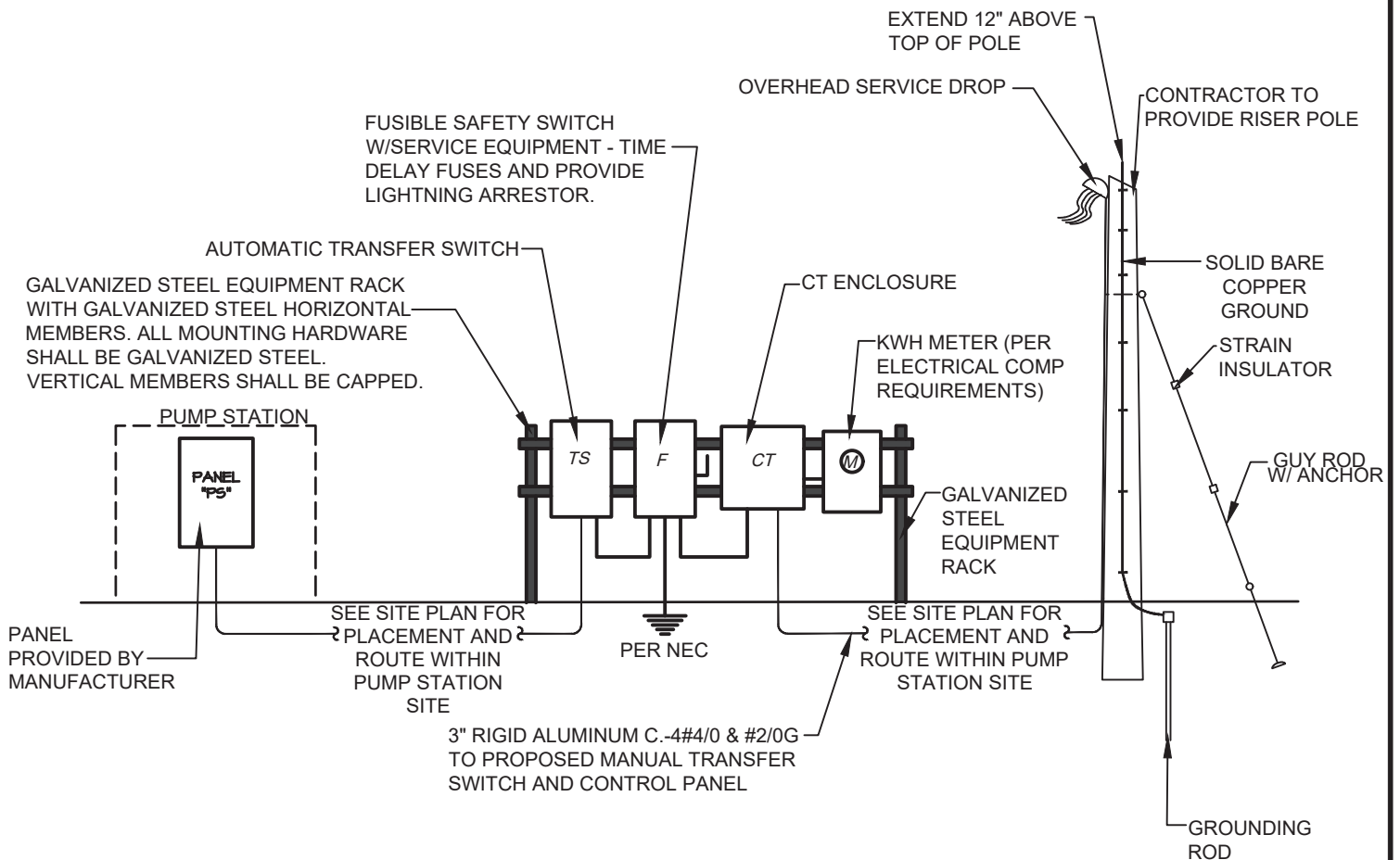


WMS# YR 2023

STANDARD SEWER
DETAIL NO:

S27

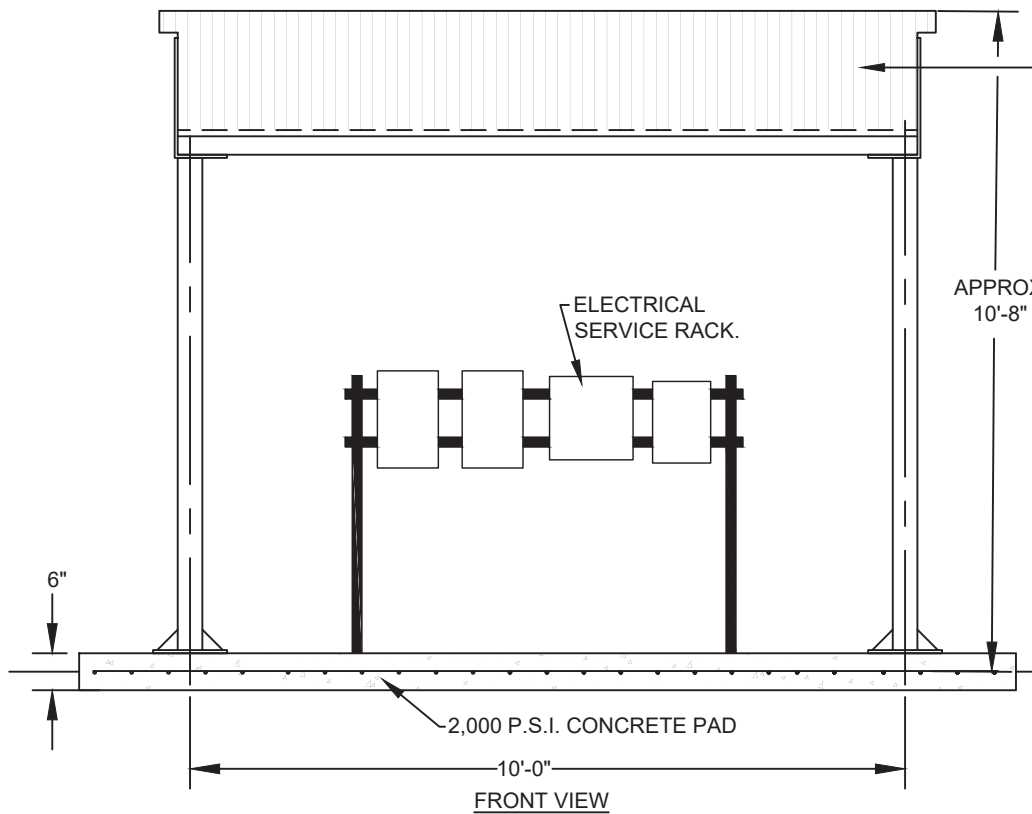
Page 269 of 773



NOTE: IF SERVICE TO SITE IS RAN UNDERGROUND BY THE ELECTRICAL UTILITY CO. TO THE PROPOSED SITE PLAN, THEN A POLE IS NOT NEEDED.

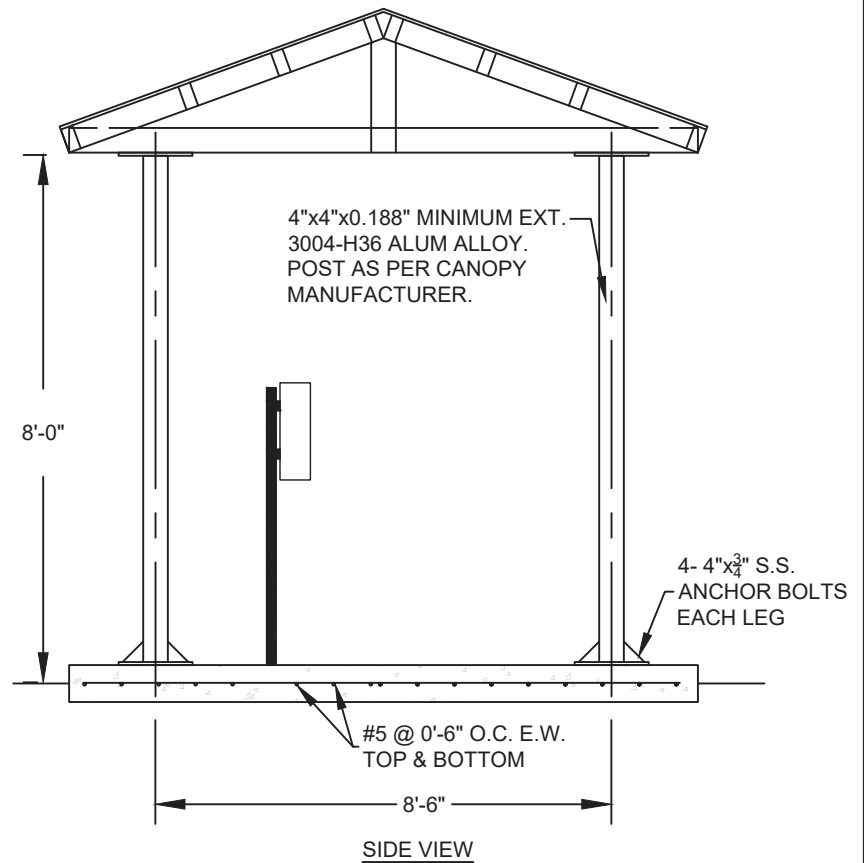
ELECTRICAL RACK DETAIL

NOT TO SCALE



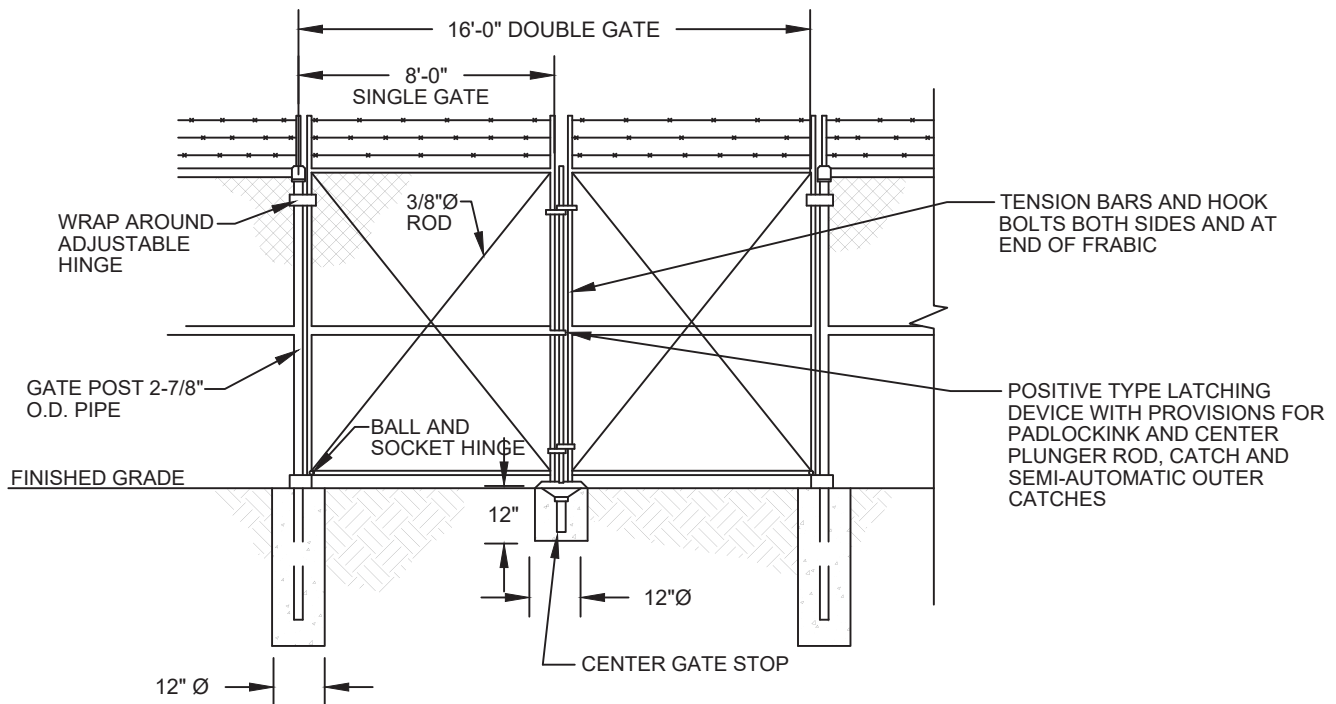
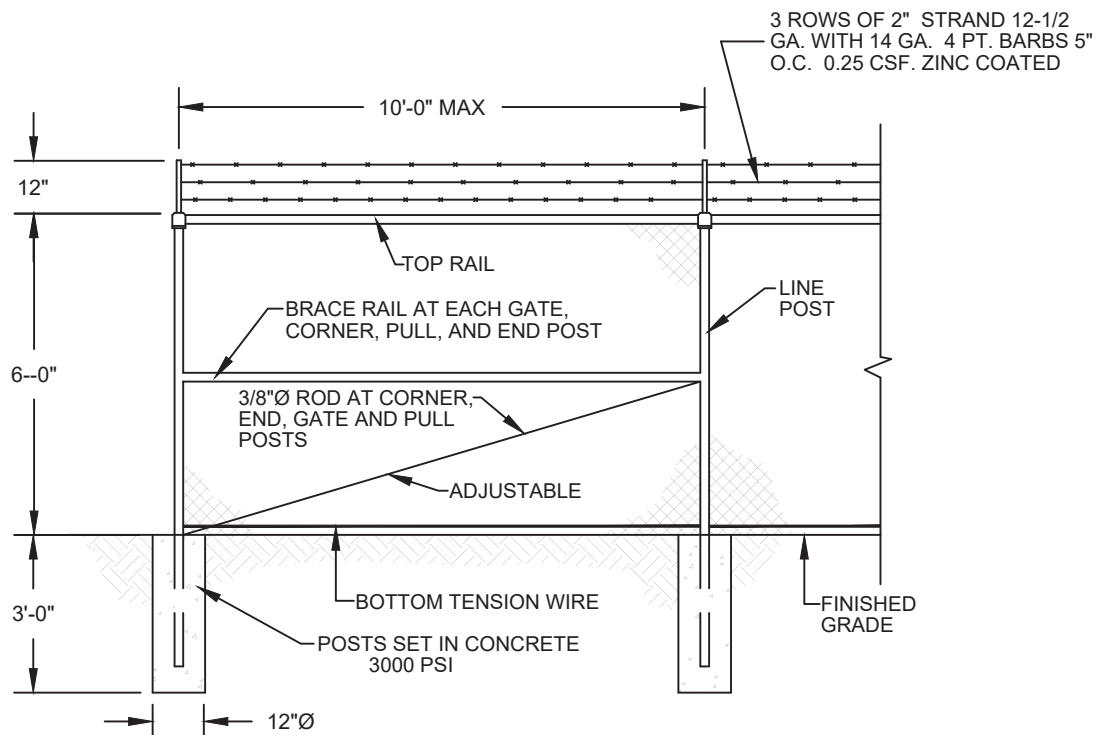
PREFABRICATED ALUMINUM CANOPY DESIGNED BY ROMTEC UTILITIES, ROSEBURG, OREGON OR ENGINEER APPROVED EQUAL.

APPROX. 10'-8"



ELECTRICAL CANOPY DETAIL

NOT TO SCALE



NOTES:

1. FENCING SHALL BE VINYL COATED. COLOR FOR THE COATING SHALL BE BLACK.
2. FABRIC CONNECTIONS: TERMINAL POSTS - 3/16" X 3/4" STRETCHER BAR W/ 1/8" X 7/8" STEEL BANDS 15" O.C. LINE POSTS - 9 GA. WIRE CLIPS 15" O.C. TOP RAIL-9 GA. TIE WIRE 24" O.C.
3. ALL POSTS AND OTHER APPURTEANCES SHALL BE HOT DIP GALVINIZED W/ MIN. 1.2 CSF. ZINC. ALL FITTINGS SHALL BE MALLEABLE OR DUCTILE IRON STEEL.

TYPICAL FENCE AND DOUBLE GATE DETAIL

NOT TO SCALE

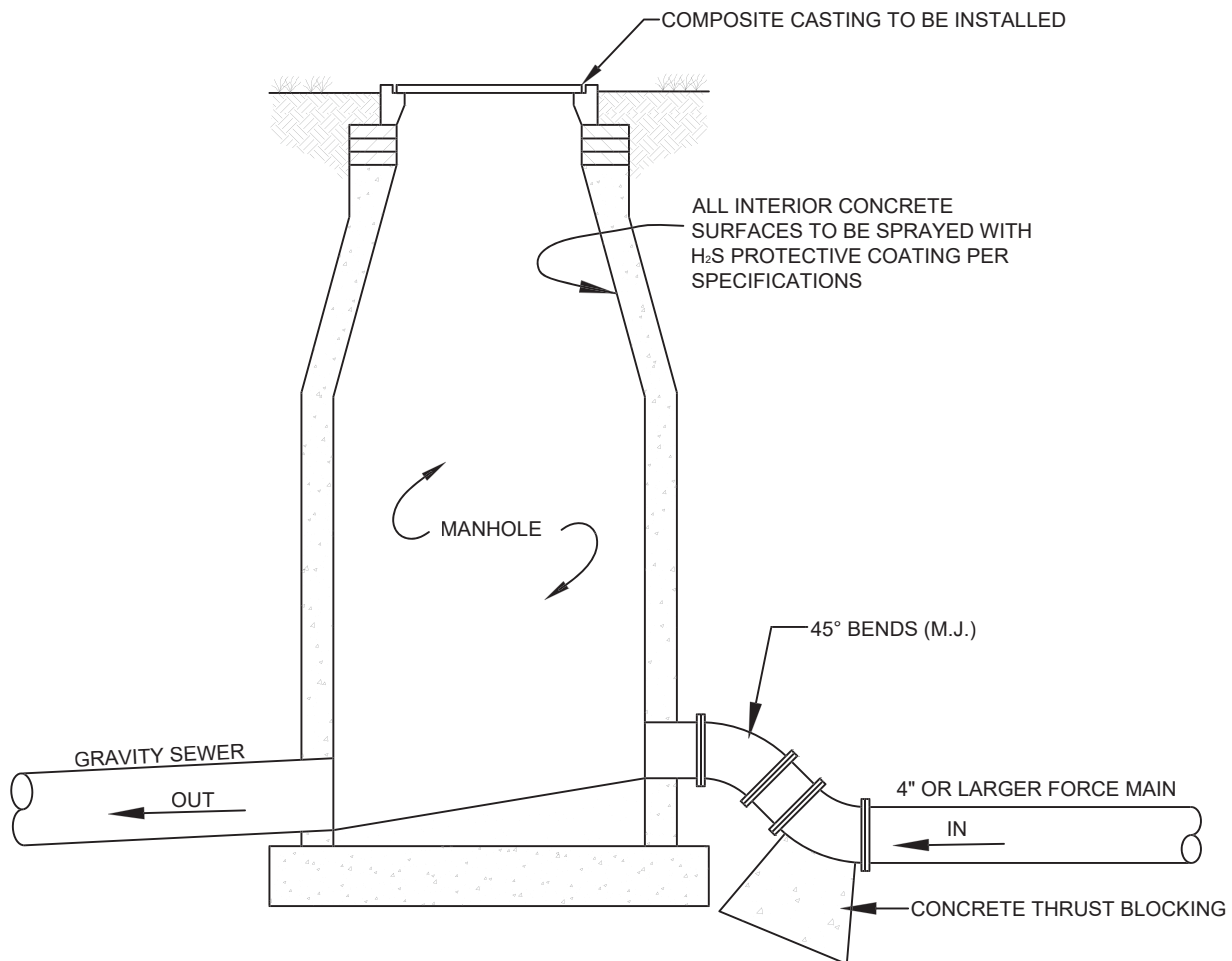


WMS# YR 2023

STANDARD SEWER
DETAIL NO:

S30

Page 272 of 773



FORCE MAIN TIE-IN MANHOLE
NOT TO SCALE



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lauryn Shockey, Administrative Assistant, LShockey@Columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BARGE DESIGN SOLUTIONS, INC. FOR MT. OLIVET ROAD AT BEAR CREEK BRIDGE INSPECTION – WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve and authorize the execution of an agreement for professional services related to engineering for the Mt. Olivet Bridge (Fed.ID. # 600A1670001) over Bear Creek.

INFORMATION: The Tennessee Department of Transportation recently required the City to post the Mt. Olivet Road Bridge over Bear Creek with a 3 ton gross weight limit. This roadway is an integral part of the transportation network for our community and action is needed to access, design, and repair (or replace) the structure in a timely manner. The first step in the process is this proposal from Barged Design Solutions to inspect the structure to determine if there is an avenue to repair, and if so, what repairs are appropriate. These Inspection Services will cost a total of \$5,881.30, as outlined in Attachment A.

The City is under contract with Barge Design Solutions for the Iron Bridge replacement, and has a good working relationship with the firm. The location of this Bridge and need for School Bus and large City and County vehicle to cross, necessitates action be taken to return this structure to a more usable condition. This agreement will be amended (contingent on City Council approval) to reflect the appropriate next steps once the inspection findings are evaluated.

CERTIFICATION: The Chief Financial Officer certifies that \$5,881.30 is budgeted and unencumbered in Capital Projects-Dev Serc - Professional Services.

ATTACHMENTS: Mt. Olivet Road at Bear Creek Bridge Inspection Staff Report, Mt. Olivet Rd. at Bear Creek Bridge Inspection Proposal

April 21, 2025

Glenn Harper, P.E.
City Engineer
City of Columbia
700 North Garden Street
Columbia, TN 38401

Subject: **Proposal – Bridge Inspection Services**
Bridge No.: 600A1670001
Termini: Mt. Olivet Road, Bridge over Bear Creek, Log Mile (LM) 0.050
Maury County, Tennessee

Dear Mr. Harper,

Barge Design Solutions, Inc. (Barge) is pleased to present this proposal for an bridge inspection services for bridge repair or bridge replacement at Bridge No.: 600A1670001. This proposal is a new contract with the City of Columbia for work at the Mt. Olivet Rd. site.

Original Contract – \$5,881.30 – Bridge Inspection Scope of Work (proposed herein)
Addendum #1 – Bridge Repair or Bridge Replacement Design Services (once determined)

Scope of Services, Schedule and Fee

Barge will perform bridge inspection services for the existing Mt. Olivet Road bridge over Bear Creek as outlined in Attachment A attached to this letter. The timing of inspection services is weather dependent, and it does not require lane closures or traffic control assistance. The field work is currently planned for late April / early May.

The estimated costs to implement the scope of services in this proposal are presented on page 3 of Attachment A.

Barge will submit monthly invoices for services completed during this project. We will not exceed our estimated budget without a change of the approved scope of services and prior authorization by the City.

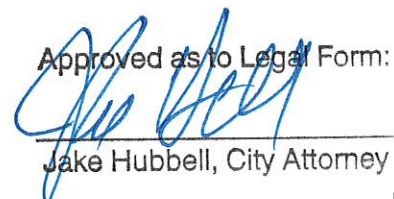
Sincerely,



Kevin McAlister, PE
Vice President | Director of Bridge Engineering

Representative Authorizing work
for City of Columbia

Approved as to Legal Form:


Jake Hubbell, City Attorney



Scope of Services
Bridge Inspection Services
Mt. Olivet Road Bridge over Bear Creek
City of Columbia, Tennessee
April 21, 2025

Columbia

Barge Design Solutions (Barge) will provide the following scope of services for the City of Brentwood (Client) for the Mt. Olivet Road bridge over Bear Creek, in accordance with our Professional Services Agreement.

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables
- VII. Compensation

I. Project Description

The City of Columbia (City) has requested Barge Design Solutions, Inc. (Barge) to provide bridge inspection service related to the Mt. Olivet Road Bridge over Bear creek.

The bridge is a single span structure over Bear Creek. The bridge is showing signs of distress which include deterioration of the girders and other portions of the bridge structure.

II. Scope of Services

The following is a general outline of Engineering services anticipated for the inspection of this bridge.

- Field Work
 - Field observations by engineering team including photos and mapping of distressed structural features.
 - Field locate above ground utilities on or near the bridge (no survey). Locations will be estimated based on site features.
 - Use of an ultrasonic thickness gauge to measure the thickness of the steel members in question
- Develop Bridge Inspection Report
 - Bridge Inspection Findings
 - Recommendation of repair or replacement options for the bridge as appropriate.

III. Project Understandings, Assumptions, and Exclusions

- A. Barge will provide the above-noted services based upon a given set of assumptions:
 1. Barge will have access to the site and adjoining areas, as required.
 2. Traffic control is not required for the inspection.

IV. Time of Performance

Barge is prepared to begin work upon receipt of a signed work order or written authorization

to proceed. Barge and the City are aware that many factors outside Barge's control may affect. Our estimated schedule is summarized below. Changes to the actual NTP date will impact the dates of the activities identified below. To improve efficiency, we have assumed the design packages will be submitted concurrently.

- Assume NTP end of April 2025
- Bridge Inspection late April / Early May 2025
- Submit Bridge Inspection Report May 2025

V. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the City and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge's scope
- B. Provide responses in a timely manner.
- C. Provide single point of contact for project coordination purposes.

VI. Deliverables

Deliverables for the services provided under this work order are the following:

- Bridge Inspection Report

Compensation

The Lump Sum compensation to be paid to Barge for providing requested services is provided in the Fee Table below. The client agrees to pay Barge based on standard hourly billing rates in effect when services are provided by various Barge employees.

City of Columbia, Mt. Olivet Road Bridge Inspection					
LABOR:					
RATE CATEGORY			HOURS	HOURLY RATE	LABOR AMOUNT
Project Management					
Sr. Project Manager			3	\$ 293.70	\$ 881.10
Sub Total					\$ 881.10
Mt Olivet Bridge Inspection					
Senior Bridge Engineer			3	\$ 323.40	\$ 970.20
Bridge Engineer			4	\$ 181.50	\$ 726.00
Bridge EIT			12	\$ 132.00	\$ 1,584.00
Senior Bridge Inspector			8	\$ 206.25	\$ 1,650.00
Subtotal					\$ 4,930.20
LABOR TOTAL =					\$ 5,811.30
SUBCONSULTANTS:				L.S. Cost	
SUBCONSULTANTS TOTAL =					\$ -
Expenses:					
TITLE	MILES /TRIP	TRIPS	MILES	MILEAGE RATE	MILEAGE AMOUNT
Field Visit	100	1	100	\$ 0.700	\$ 70.00
MILEAGE TOTAL =					\$ 70.00
TOTAL COST =					\$ 5,881.30



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lauryn Shockey, Administrative Assistant, LShockey@Columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: APPROVE BID AWARD AND EXECUTION OF THE UNIT ITEM CONTRACT FOR FY2024-2025 STREET RESURFACING TO VOLUNTEER PAVING IN AN AMOUNT NOT TO EXCEED \$4,500,000 IN THE CITY OF COLUMBIA, TENNESSEE - WARDS 1,2,3,4, AND 5 - DEVELOPMENT SERVICES DEPARTMENT - SPG, UPGRADED STREETS AND IMPROVED TRANSPORTATION SYSTEM.

RECOMMENDATION: Approve bid award to Volunteer Paving for the unit item street resurfacing contract in an amount not to exceed \$4,500,000 and authorize the execution of that contract.

INFORMATION: The Engineering Division had a bid opening on May 6, 2025 for the Street Resurfacing and Volunteer Paving was the low bidder in the amount of \$3,623,589.94. A copy of the paving list was provided and approved by City Council on March 13, 2025. Additional alternate streets will be added based on funds remaining after the base list is complete.

By execution of the contract, the City of Columbia and Volunteer Paving will enter into agreement for the completion of the work at the terms and prices stipulated. Once executed, the Engineering Division will be authorized to issue the Notice to Proceed, which puts the contractor on notice to begin work, and establishes the completion date.

The City Council is requested to consider the execution of the contract with Volunteer Paving for FY2024-2025 Street Resurfacing Contract Project and to authorize the Mayor to sign the contract on behalf of the City. The contract has a completion period of 180 days which will commence after City Council approval and Notice to Proceed is issued.

CERTIFICATION: The Chief Financial Officer certifies that \$3,000,000 is budgeted and unencumbered, \$1,500,000 in General-Misc.-Street Paving and \$1,500,000 in State Street Aid-Street Paving with the remaining \$1,500,000 to be appropriated in FY 2025-2026 in State Street Aid-Street Paving.

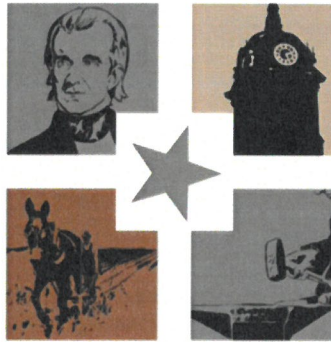
ATTACHMENTS: Volunteer Paving Bid Award Staff Report, Volunteer Paving Contract and Bid Tab.

SPECIFICATIONS, BID, AND
CONTRACT DOCUMENTS FOR

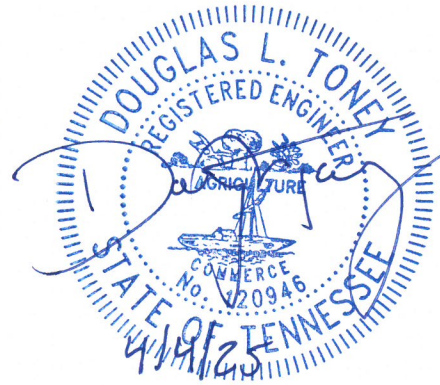
STREET RESURFACING CONTRACT
FISCAL YEAR 2024-2025
IN THE CITY OF COLUMBIA, TENNESSEE

CONTRACT #E 2025-01

CITY OF COLUMBIA



TENNESSEE



Prepared By:

CITY OF COLUMBIA

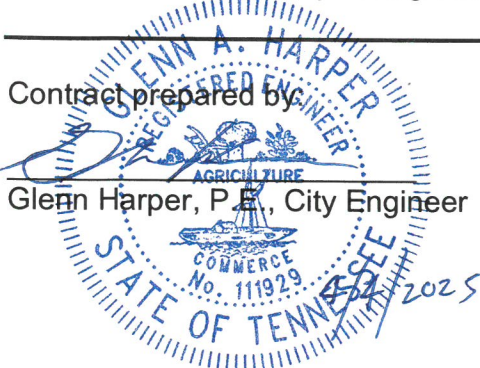
ENGINEERING DEPARTMENT
COLUMBIA, TENNESSEE 38401
(931) 560-1560

TABLE OF CONTENTS

<u>SECTION</u>	<u>SECTION NO.</u>
NOTICE TO CONTRACTORS	1
INVITATION TO BIDDERS	2
INSTRUCTIONS FOR BIDDERS	3
BID PROPOSAL	4
BID BOND	5
NOTICE OF AWARD	6
AGREEMENT	7
PERFORMANCE BOND	8
PAYMENT BOND	9
DRUG-FREE WORKPLACE AFFIDAVIT	10
CERTIFICATE OF OWNER'S ATTORNEY	11
NOTICE TO PROCEED	12
GENERAL CONDITIONS	13
SUPPLEMENTARY CONDITIONS	14
TECHNICAL SPECIFICATIONS	15
APPENDICES	16
A. Notice of Substantial Completion / Release & Waiver Form	
B. Sample of Payment Application	
C. Public Notice of Street Resurfacing	
D. Phone Numbers for Various Utility Companies	
E. Weekly Paving Schedule	

Contract prepared by:

Glenn Harper, P.E., City Engineer



Approved as to Legal Form:

Jake Hubbell, City Attorney

A handwritten signature in blue ink, likely belonging to Jake Hubbell, the City Attorney.

NOTICE TO CONTRACTORS

This FISCAL YEAR 2024-2025 CONTRACT is similar to past Street Resurfacing Contracts for the City of Columbia, Tennessee. The additional items listed below shall be made an addition to the contract.

1. The paving list of streets to be paved is based on priority of need.
2. The CONTRACTOR is responsible for the adjustment of all utility boxes and structures, and shall contact AT&T, Atmos, Columbia Wastewater Department and Columbia Power & Water Company daily to identify streets that are being paved. The CONTRACTOR shall coordinate with Columbia Power & Water Company and Atmos Gas Company to allow for time to sonically examine utility line integrity after cold-planing and after resurfacing.
3. Please note **Technical Specification Section 15, Part 4** has been changed due to previous problems with adjustment manhole rings. Approval of adjustment rings for this contract will be subject to approval from both the City Engineer and a representative of the City Wastewater Department duly appointed by the Wastewater Department Director. Any other utility adjustment rings or covers shall be subject to the approval by the ENGINEER and a representative of the corresponding utility provider.
4. CONTRACTOR is notified that any portions of work that are being requested herein will be subject to a one-year material and workmanship warranty. Should any condition exist which would cause the contractor concern, the contractor is to advise the Engineering Department prior to beginning of work. The contractor shall be responsible to repair all sections of road to a satisfactory standard to be approved by the City Engineer or his designated inspector. Change orders, if appropriate, will be considered for work added to make a road suitable for use.

5. Depending on the bid prices received and the contractor selected for the work, the City shall have the authority to add or subtract bid items to achieve the best use of the funds available for this paving contract.
6. **NOTE!** - Where other side streets intersect street segments to be paved, the contractor shall mill and tie back into the existing street as directed by the City Engineer. This area shall receive a new surface course (with tack coat) to tie back into the street being paved and to create a smooth transition between the two. See technical specifications for detail.
7. Phone numbers for the various utilities that are placed within the paved streets are shown in **Appendix D**. These numbers are provided so that the adjusted valve boxes and manhole rings can be inspected by the respective utility before paving begins.
8. A **Weekly Paving Schedule** sample is provided in **Appendix E**. This schedule shall be provided to the Engineering Department the week before actual paving will begin. This information will be used to keep the public and emergency personnel informed of the proposed work.
9. Each day, all **Weight Tickets** for materials delivered to the job site shall be turned over to the City Inspectors for verification purposes.

END OF SECTION

INVITATION TO BIDDERS

Date: April 6, 2025

Separate sealed BIDS for the Street Resurfacing Contract Fiscal Year 2024-2025 in the City of Columbia, Tennessee will be received by the City of Columbia, OWNER at City Hall, the Office of the City Engineer, 700 N. Garden St., Columbia, Tennessee, 38401, until **10:00 A.M.**, local time, on **Tuesday, May 6, 2025** and then at said place publicly opened and read aloud.

The Work to be done consists of providing labor, materials, equipment, insurance, and bonds to resurface streets located throughout the City of Columbia with various grades of hot mix asphalt. Work may also include cold planing, mineral aggregate base, excavation, point repairs, geotextiles, and other work-related to hot mix resurfacing.

No BIDS will be received or accepted after the above specified time for the opening of BIDS. BIDS submitted after the designated hour will be deemed invalid and returned unopened to the Bidder.

ELECTRONIC BIDDING DOCUMENTS may be obtained from the Engineering Department, located at 700 North Garden Street, Columbia, Tennessee (931) 560-1560. Send all requests to Neil Scruggs via email to nscruggs@columbiatn.gov. Bidding documents will be available on **Monday, April 7, 2025**, after **10:00 A.M.**

BIDS shall be accompanied by a cashier's check or BID Guarantee bond in the amount not less than five percent (5%) of the BID made payable to the City of Columbia, OWNER, and subject to the conditions provided in the INSTRUCTIONS FOR BIDDERS.

The successful Bidder will be required to furnish an acceptable PERFORMANCE AND PAYMENT BOND, each in the amount of one hundred percent (100%) of the contract price. All bids submitted must conform to the requirements of the Tennessee Code Annotated 62-6-119.

The project herein described is to be completed within 180 calendar days from the Notice to Proceed of the contract. Liquidated damages for delay of completion of the contract will be per the AGREEMENT (Contract).

No Bidder may withdraw his BID within ninety (90) days after the actual BID date of the opening thereof.

All Bidders must be licensed CONTRACTORS to perform the type construction herein described as required by Tennessee Code Annotated. BIDS must be submitted at the time and place indicated in the INVITATION TO BIDDERS and shall be included in a **sealed envelope marked with the following:**

1. Project title
2. Bidder's name and address
3. Bidder's Tennessee CONTRACTORS License Number and Expiration Date
4. Bidder's License Classification
5. Contract for which BID is enclosed
6. Business phone number and email address of contact person

The City of Columbia is an equal opportunity affirmative action employer, drug-free with policies of non-discrimination based on race, sex, religion, color, national or ethnic origin, age, disability, or military service.

Questions may be addressed to the Office of the City Engineer, Glenn Harper, P.E., project manager and the phone number is (931) 560-1560.

The OWNER reserves the right to waive any irregularities or reject any or all BIDS.

Office of the City Engineer
City of Columbia, Tennessee, OWNER

END OF SECTION

SECTION 2, PAGE 1

INSTRUCTIONS FOR BIDDERS

1. DEFINED TERMS

Terms used in these Instructions for Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700) (2007 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

- 2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation may be obtained from ENGINEER (unless another issuing office is designated in the Advertisement or Invitation to BID).
- 2.2. Complete sets of Bidding Documents shall be used in preparing BIDs; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of the incomplete sets of Bidding Documents.
- 2.3. OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining BIDs on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of OWNER's request written evidence, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each BID must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1. Before submitting a BID, each Bidder must: (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 4.2. Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or

completeness, nor are they part of the Contract Documents. Before submitting his BID each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his BID for performance of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

- 4.3. On request, OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his BID.
- 4.4. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.
- 4.5. The submission of a BID will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to ENGINEER in writing. Replies will be issued by Addendum mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of BIDs will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY

- 6.1. BID Security shall be made payable to OWNER, in an amount of five (5) percent of the Bidder's maximum BID price and in the form of a certified or bank check or a BID Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of the General Conditions.
- 6.2. The BID Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, OWNER may annul the Notice of Award and the BID Security of that Bidder will be forfeited. The BID Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by OWNER to CONTRACTOR and the required Contract Security is furnished or the sixty-first day after the BID opening. BID Security of other Bidders will be returned within seven days of the BID opening.

7. CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the BID Form and will be included in the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. When it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement." The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions which may be supplemented in the Supplementary Conditions.

10. SUBCONTRACTORS, ETC.

10.1. If the Supplementary Conditions require the identity of certain subcontractors and other persons or organizations to be submitted to OWNER in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the BID opening submit to OWNER a list of all subcontractors and other persons or organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person, and organization if requested by the OWNER. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in BID price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his BID Security. Any subcontractor, other person or organization so listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER.

10.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award, may only subcontract other portions of the Work with OWNER's written consent.

- 10.3. No CONTRACTOR shall be required to employ any subcontractor, other person or organization against whom he has reasonable objection.

11. BID FORM

- 11.1. The BID Form is attached hereto; additional copies may be obtained from ENGINEER.
- 11.2. BID Forms must be completed in ink or by typewriter.
- 11.3. BID schedules for the type BID requested shall be submitted as follows:
- a. Lump Sum - BID Schedule shall be used for a single price project. BID shall be in numbers and words.
 - b. Unit Price - BID Schedule shall be used where multiple units are more appropriate. The following shall apply when using the Unit Price - BID Schedule:
 1. The unit quantities indicated on the BID Schedule are approximate, and the OWNER reserves the right to increase or decrease any or all unit quantities by Contract Change Order at the unit price BID. The total of payments to the CONTRACTOR for unit price BID items shall represent payment for only the actual quantities of Work installed.
 2. The BID Schedule in the BID Form lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, the Bidder will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the BIDs are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct.
- 11.4. BIDs by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.5. BIDs by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.6. All names must be typed or printed below the signature.
- 11.7. The BID shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the BID Form).
- 11.8. The address to which communications regarding the BID are to be directed must be shown.

12. SUBMISSION OF BIDS

- 12.1 BIDs shall be submitted at the time and place indicated in the INVITATION TO BIDDERS and shall be included in an opaque sealed envelope, marked:

Project title.
Bidder's name and address.
Bidder's Tennessee CONTRACTORS License Number.
Bidder's License Expiration Date.
Bidder's License Classification.
Contract for which BID is submitted.
Business phone number and email address of contact person

- 12.2 BIDs must be accompanied by the BID Security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1. BIDs may be modified or withdrawn by an appropriate document duly executed (in the manner that a BID must be executed) and delivered to the place where BIDs are to be submitted at any time prior to the opening of BIDs.
- 13.2. If, within twenty-four hours after BIDs are opened, any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to a reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of his BID, that Bidder may withdraw his BID and the BID Security will be returned. Thereafter, that Bidder will be disqualified from further Bidding on the Work.

14. OPENING OF BIDS

BIDs will be opened publicly and will be read aloud. An abstract of the amounts of the base BIDs and major alternates (if any) will be made available after the opening of BIDs.

15. BIDS TO REMAIN OPEN

All BIDs shall remain open for sixty days after the day of the BID opening, but OWNER may, in his sole discretion, release any BID and return the BID Security prior to that date.

16. AWARD OF CONTRACT

- 16.1. OWNER reserves the right to reject any and all BIDs, to waive any and all irregularities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, or conditional BIDs. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 16.2. In evaluating BIDs, OWNER shall consider the qualification of the Bidders, whether or not the BIDs comply with the prescribed requirements, and alternates and unit prices if requested in the BID forms. It is the OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the BID form, but OWNER may accept them in any order or combination.
- 16.3. OWNER may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work. The identity of subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by OWNER.
- 16.4. OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- 16.5. OWNER reserves the right to reject the BID of any Bidder who does not pass any such evaluation to OWNER's satisfaction.
- 16.6. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.
- 16.7. If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within sixty days after the day of the BID opening.

17. PERFORMANCE AND OTHER BONDS

The General Conditions and the Supplementary Conditions set forth the OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it shall be accompanied by the required Contract Security.

18. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter, CONTRACTOR shall sign and deliver at least three counterparts of the Agreement to OWNER with all other Contract Documents attached. Within ten days thereafter, OWNER will deliver all fully signed counterparts to ENGINEER. ENGINEER will identify those portions of the Contract Documents not fully signed by OWNER and CONTRACTOR and such identification shall be binding on all parties.

END OF SECTION

BID PROPOSAL

CITY OF COLUMBIA, TENNESSEE
700 NORTH GARDEN STREET
COLUMBIA, TENNESSEE 38401

STREET RESURFACING CONTRACT CONTRACT # E-2025-1

DATE: 5/5/2025

BIDDER: **VOLUNTEER PAVING, LLC.**

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Time indicated in this BID and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions for BIDDER, including without limitation those dealing with the disposition of BIDDER Security. This BID will remain open for sixty

(60) days after the day of BID opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this BID, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has received, read, and examined the following numbered addenda: N/A.
- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the Work and has made such independent investigations as BIDDER deems necessary; the BIDDER has carefully examined the Plans, the Technical Specifications, the General and Special Conditions, Instructions for BIDDERS, the form of Contract, and the form of Contract Bond, and thoroughly understands their stipulations, requirements, and provisions. BIDDER has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the Work herein described.
- (c) BIDDER understands that the quantities of Work shown herein are approximate only and are subject to increase and/or decrease and agrees that all quantities of

Work, whether increased or decreased, are to be performed at the unit prices stated in the following Unit Price Bidder Schedule for the Work described. The BIDDER agrees to perform all "Extra Work" which may be required in connection with the construction and completion of the Work as required.

- (d) This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over the OWNER.

4. BIDDER understands that a price for each item in the BID Schedule must be filled in as stated in Instruction to BIDDERS. Failure to indicate price for alternates, if any, may be grounds for considering the BID irregular.

5. BIDDER will complete the Work as described in the specifications for the price(s) as shown on the BID Schedule.

6. BIDDER agrees that:

- (a) The Work will be substantially complete and completed on or before the dates or within the number of calendar days indicated in the Agreement and the Notice to Proceed.
- (b) The Work will be completed within 180 calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work on time.

7. The undersigned BIDDER submits herewith BID guaranty in an amount of not less than five percent (5%) of the total amount of the proposal offered and agrees and consents that the BID guaranty shall be forfeited to the OWNER as liquidated damages if the required contract bond is not executed within fifteen (15) days from the date of the notice of the award and Work has not been started as required. The following documents are attached to and made a condition of this BID:

- (a) Required BID Security in the form of:
 - Certified Check or Bank Check
 - X BID Bond

8. The terms used in this BID, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

If BIDDER is:

AN INDIVIDUAL

By _____
(SEAL) (Individual's Name)

doing business as _____

Business Address _____

Phone No. _____

State License# _____

Treasury# _____

A CORPORATION By VOLUNTEER PAVING, LLC

(Corporation Name)

TENNESSEE

(State in Incorporation)

By JOSEPH DONARUMA

VICE PRESIDENT

(Corporate Seal)

Attest MICHAEL VALESKY

(Secretary)

Business Address 770 SR 99, LEWISBURG, TN
37091

Phone No. 931-364-6900 _____

State License# 69788 _____

Treasury# 931-364-2644 _____

A PARTNERSHIP

By _____
(SEAL) (Firm Name)

_____ (General Partner)

Business Address _____

Phone No. _____

State License# _____

Treasury# _____

A JOINT VENTURE

By _____
(Name)

_____ (Address)

By _____
(Name)

_____ (Address)

Phone No. _____

State License# _____

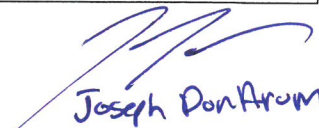
Treasury# _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

CITY OF COLUMBIA, TENNESSEE
700 NORTH GARDEN STREET
COLUMBIA, TENNESSEE 38401

PAVING CONTRACT FOR THE STREET RESURFACING
CONTRACT FISCAL YEAR 2024-2025
CONTRACT NO. # E 2025-01

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	TDOT 415-01.02 COLD PLANING (1.5 INCH DEPTH) <i>(includes removal and disposal of material)</i>	S.Y.	162,720	1.15	187,128.00
2	TDOT 307-01.08 ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2 <i>(includes TDOT 402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC))</i>	TON	100	161.16	16,116.00
3	TDOT 307-01.10 ASPHALT CONCRETE MIX (PG64-22) (ACS) GRADING C-W (SURFACE) <i>(includes TDOT 403-02.01 TRACKLESS TACK COAT)</i>	TON	100	168.03	16,803.00
4	411-01.10 ASPHALT CONCRETE MIX (PG64-22) (ACS) GRADING D (SURFACE) <i>(includes TDOT 403-02.01 TRACKLESS TACK COAT)</i>	TON	27,320	119.61	3,267,745.20
5	TDOT 307-01.15 ASPHALT CONCRETE MIX (PG64-22) (BPMLC-HM) GRADING CS <i>(includes TDOT 403-02.01 TRACKLESS TACK COAT)</i>	TON	100	166.24	16,624.00
6	SPOT REPAIR Saw cut and remove asphalt and base stone to subgrade and bring back up to binder level with base stone. <i>(includes base stone, and removal and disposal of material)</i>	S.Y.	300	48.79	14,637.00
7	TDOT 716-13.01 SPRAY THERMO PVT MRKNG (60 mil) (4IN LINE)	L.M.	26.62	3,927.00	104,536.74
Total of all BID prices \$ <u>3,623,589.94</u>					


 Joseph DonArumky

Note: Manhole riser rings and risers for other utilities shall be included in the total bid and will not be paid as a separate item.

Note: The replacement of stop bars, turn arrows, cross walks, and hatched areas shall be included the total bid and will not be paid as a separate item. All pavement markings shall be thermo-plastic, with the exception of parking stall pavement markings.

Note: The replacement of striped parking stalls shall be included in the total bid and will not be paid as a separate item.

Note: Edge milling, key joints, and other spot milling shall be included in the total bid and will not be paid as a separate item.

Note: Regrading and Final Dressing of Shoulders is incidental to the pavement item and will not be paid as a separate item.

Total of all Unit Prices:

THREE MILLION SIX HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED EIGHTY NINE

DOLLARDS & NINETY FOUR CENTS.

(Dollars and Cents in Words)

The intent of the City for this bid is to award based on lowest or best bid when considering the total base bid amount. The City of Columbia reserves the right to reject or accept any or all bids, and the City reserves the right to waive any irregularities in the bids as the City deems in its best interests. The bid award will be based on the items listed in the Bid Form.

Bidder hereby agrees to perform all Work required in the contract documents for Unit Item Prices indicated, complete including all incidentals and appurtenances thereto.


Joseph DonArumg

BID BOND

BIDDER (Name and Address):

Volunteer Paving, LLC

750 Highway 99

Lewisburg, TN 37091

SURETY (Name and Address):

United States Fire Insurance Company

305 Madison Avenue

Morristown, NJ 07962

OWNER (Name and Address):

City of Columbia, Tennessee

700 N. Garden Street

Columbia, Tennessee 38401

BID:

BID DUE DATE: May 6, 2025

PROJECT: The Work to be done consists of the providing labor, materials, equipment, insurance and bonds to resurface streets located throughout the City of Columbia with various grades of hot mix asphalt. Work also includes cold planing, mineral aggregate base, excavation, point repairs, adjust valve boxes and manholes, geotextiles and other work related to hot mix resurfacing.

BOND:

BOND NUMBER: Bid Bond

DATE: (Not later than BID Due Date) April 16, 2025

PENAL SUM: Five Percent of Amount Bid (5%)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on this BID Bond, do each cause this BID bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

Volunteer Paving, LLC

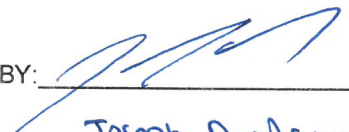
(Bidder's Name and Corporate Seal)

SURETY:

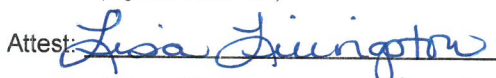
United States Fire Insurance Company

(Surety's Name and Corporate Seal)

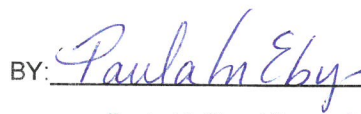
BY:


Joseph DonArume VP.
(Signature and Title)

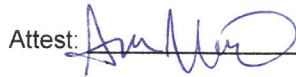
Attest:


Lisa Livingston, Contracts
(Signature and Title)

BY:


Paula M. Eby, Attorney-In-Fact
(Signature and Title)
Attach Power of Attorney

Attest:


Ana Morris, Witness

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder any difference between the total amount of Bidder's BID and the total amount of the BID of the next lowest, responsible and responsive Bidder as determined by OWNER for the Work required by the Contract Documents, provided that:
 - 1.1 If there is no such next lowest, responsible and responsive Bidder, and OWNER does not abandon the Project, then Bidder and Surety shall pay to OWNER the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 OWNER accepts Bidder's BID and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All BIDs are rejected by OWNER, or
 - 3.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from BID Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after BID Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state and County in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, pre-paid postage, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executes, seals and delivers such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "BID" as used herein includes a BID, offer of proposal as applicable.
12. Addresses on BID Bond are to be used for giving required notice.
13. Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

END OF SECTION

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Paula M. Eby**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond

Principal: Volunteer Paving, LLC

Obligee: City of Columbia, Tennessee

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

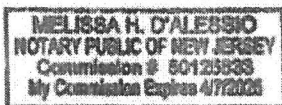


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

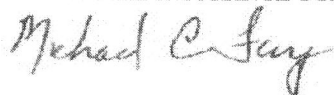


Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 16th day of April 20 25

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President





STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



VOLUNTEER PAVING, LLC

400603

ID NUMBER: 69788
LIC STATUS: ACTIVE
EXPIRATION DATE: May 31, 2026

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

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

ATTN:D. TODD CARSON
VOLUNTEER PAVING, LLC
PO BOX 682423
FRANKLIN, TN 37068

State of Tennessee

400603

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
VOLUNTEER PAVING, LLC

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

ID NUMBER: 69788
LIC STATUS: ACTIVE
EXPIRATION DATE: May 31, 2026
UNLIMITED; HRA; HRA-E



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

NOTICE OF AWARD

TO: **Volunteer Paving, LLC**
(BIDDER)

DATE: 5/7/2025

ADDRESS: 770 SR 99
LEWISBURG, TN 37091

PROJECT: STREET RESURFACING CONTRACT FY 24-25 IN THE CITY OF COLUMBIA,
TENNESSEE 38401

CONTRACT: STREET RESURFACING CONTRACT #E 2025-01

You are notified that your BID dated 5/5/2025 for the above Contract has been considered. You are apparent Successful Bidder and contingent on City Council approval will be awarded a contract for the proposal for STREET RESURFACING CONTRACT FISCAL YEAR 2024-2025.

The Contract Price of your contract is Three million six hundred twenty-three thousand five hundred eighty-nine dollars & ninety-four cents (\$3,623,589.94)

ONE (1) copy of the proposed Contract Documents must accompany this Notice of Award.

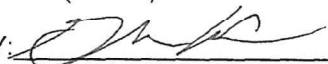
You must comply with the following conditions precedent within fifteen days of the date of this Notice. That is by 5/22/2025.

1. You must deliver to the **OWNER** fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the Agreement

Failure to comply with these conditions within the time specified will entitle **OWNER** to consider your BID in default, and to annul this Notice of Award.

OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached upon certification of funds by City Council.

CITY OF COLUMBIA, TN
(OWNER)

BY:  5/7/25
(AUTHORIZED SIGNATURE) (DATE)

CITY ENGINEER
(TITLE)

ACCEPTANCE OF AWARD

VOLUNTEER PAVING, LLC
(CONTRACTOR)

BY: 
(AUTHORIZED SIGNATURE)
5/7/2025
(DATE)

AGREEMENT

STREET RESURFACING PROJECT CONTRACT # E 2025-01

THIS AGREEMENT is dated as of the 12th day of JUNE in the year 2025 by and between the City of Columbia, Tennessee (hereinafter called **OWNER**) and **VOLUNTEER PAVING, LLC** (Hereinafter called **CONTRACTOR**).

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the CONTRACT Documents. The WORK is generally described as follows:

The WORK to be done consists of the providing labor, materials, equipment, insurance and bonds to resurface streets located throughout the City of Columbia. Work also includes cold planning, point repairs, and other work related to hot mix resurfacing.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

STREET RESURFACING PROJECT FISCAL YEAR 2024-2025 CONTRACT #E 2025-01

Article 2. ENGINEER.

The CONTRACT has been prepared by the City Engineer who is hereinafter called **ENGINEER** and who is to act as **OWNER'S** representative, assumes all duties and responsibilities and have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. The OWNER updated these specifications, as needed, to include currently available products and materials.

Article 3. CONTRACT TIMES.

3.1 The WORK will be completed and ready for final payment in accordance with Article 14.07 of the General Conditions within **180 days** after the date when the Contract Times commence to run as prescribed in the **NOTICE TO PROCEED**.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence to this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in paragraph 3.1 above. They also recognized the

delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final pay.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents and amount in current funds equal to the CONTRACTOR'S Lump Sum Bid Proposal, including all supplies, materials, equipment, labor, insurance, bonds, etc. That amount is:

The Total Unit Item CONTRACT Price of _(\$3,623,589.94)_ THREE MILLION SIX HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED EIGHTY NINE DOLLARS & NINETY FOUR CENTS.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

Upon completion and acceptance of the WORK in accordance with Article 14.07 of the General Conditions, OWNER shall pay the CONTRACTOR Price as recommended by the ENGINEER as provided in said Article 14.07.

Article 6. INTEREST.

All moneys not paid by OWNER when due to CONTRACTOR shall bear interest at the maximum rate allowed by law, at the place of the Project, when not paid within a reasonable time.

Article 7. CONTRACT DOCUMENTS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied CONTRACT Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the WORK. CONTRACTOR is aware that CONTRACTOR is responsible for taking all measurements and calculating all dimensions used in the preparation of CONTRACTOR'S BID.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the WORK, including any and all permits as required by said Laws and Regulations.

- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions, if any, as provided in Article 4 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not CONTRACT Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the CONTRACT Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the WORK or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, test, studies or data are necessary for the performance and furnishing of the WORK at the CONTRACT Price, within the CONTRACT Times and in accordance with the other terms and conditions of the CONTRACT Documents.
- 7.5 CONTRACTOR is aware of the general nature of WORK to be performed by CONTRACTOR and others at the site that relates to the WORK as indicated in the CONTRACT Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the CONTRACT Documents and all additional examinations, investigations, explorations, tests, studies, and data with the CONTRACT Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR had discovered in the CONTRACT Documents and written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the CONTRACT Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

Article 8. CONTRACT DOCUMENTS.

The CONTRACT Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK, consist of the following:

- 8.1 This AGREEMENT
- 8.2 PERFORMANCE BOND
- 8.3 DRUG-FREE WORKPLACE AFFIDAVIT
- 8.4 NOTICE TO PROCEED
- 8.5 GENERAL CONDITIONS
- 8.6 SUPPLEMENTARY CONDITIONS
- 8.7 SPECIFICATIONS bearing the title TECHNICAL SPECIFICATIONS – Street Resurfacing Contract FY 2024-2025 in the City of Columbia, Tennessee.
- 8.8 ADDENDA numbers N/A to N/A inclusive.
- 8.9 CONTRACTOR'S BID PROPOSAL (pages 1 to 3)
- 8.10 Documentation submitted by CONTRACTOR prior to NOTICE OF AWARD.
- 8.11 The following, which may be delivered or issued after the Effective Date of the AGREEMENT, and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the CONTRACT Documents.

There are no CONTRACT Documents other than those in this Article 8. The CONTRACT Documents may only be amended, modified or supplemented as provided in Article 3 of the GENERAL CONDITIONS.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this CONTRACT, which are defined in Article 1 of the Instructions to Bidders will have the meanings indicated in the Instructions to Bidders.
- 9.2 No assignment by a party hereto of any rights or interests under the CONTRACT Documents will be binding on another party hereto without the written consent of the party sought to be bound: and, specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the CONTRACT Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the CONTRACT Documents.
- 9.4 Any provision or part of the CONTRACT Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the CONTRACT Documents shall be reformed to replace such stricken provision or parts thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to **OWNER, CONTRACTOR and ENGINEER**. All portions of the Contract Documents have been signed, initialed or identified by **OWNER and CONTRACTOR** or identified by **ENGINEER** on their behalf.

This Agreement will be effective on MAY 22, 2025 (which is the Effective Date of the Agreement).

OWNER: CITY OF COLUMBIA,
TENNESSEE

By: _____

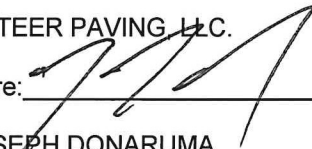
Title: _____

Attest: _____

Title: _____
(Affix City Seal)

CONTRACTOR:

VOLUNTEER PAVING LLC.

Signature:  _____

By: JOSEPH DONARUMA

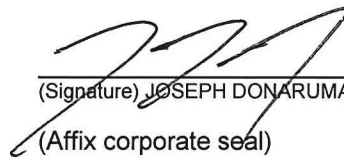
Title: VICE PRESIDENT

Business Address: 750 SR 99, LEWISBURG
TN 37091

License no. #69788

Certification of Authority to Sign (if applicable):

I, JOSEPH DONARUMA _____ certify that I am the VICE PRESIDENT
(printed name) (title)
of the corporation named as CONTRACTOR herein; that JOSEPH DONARUMA _____
(printed name)
who signed this Agreement on behalf of the CONTRACTOR was then VICE PRESIDENT
(title)
of said corporation that said Agreement was duly signed for and in behalf of said corporation by
authority of its governing body and is within the scope of its corporate powers.



(Signature) JOSEPH DONARUMA
(Affix corporate seal)

END OF SECTION

CONSTRUCTION PERFORMANCE BOND

Any singular reference to CONTRACTOR, Surety, OWNER, or other party shall be considered plural where applicable.

CONTRACTOR (VOLUNTEER PAVING, LLC
750 HWY 99
LEWISBURG, TN 37091

SURETY (Name and Principal Place of Business):
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

OWNER (Name and Address):
CITY OF COLUMBIA, TENNESSEE
700 N. GARDEN STREET
COLUMBIA, TN 38401

CONSTRUCTION CONTRACT:

Date: JUNE 12, 2025

Amount: \$3,623,589.94

Description: F.Y.2024 / 2025 STREET
RESURFACING CONTRACT:
Resurfacing of City streets located
throughout the City of Columbia with
various grades of hot mix asphalt.
Work also includes cold planing,
mineral aggregate base, excavation,
point repairs and other work related to
hot mix resurfacing.

BOND

Date: JUNE 12, 2025

Amount: \$3,623,589.94

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL

Company: Volunteer Paving, LLC
(Corp. Seal)

Signature: 
Name and Title: JOSEPH DONARUMA
VICE PRESIDENT

SURETY

Company: United States Fire Insurance Company
(Corp. Seal)

Signature: 
Name and Title: Paula M. Eby, Attorney-In-Fact

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The OWNER has notified the CONTRACTOR and the Surety at its address described in Paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held no later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default: and
 - 3.2 The OWNER had declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in Subparagraph 3.1: and
 - 3.3 The OWNER has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a CONTRACTOR selected to perform the Construction Contract in accordance with the terms of the contract with the OWNER.
4. When the OWNER has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent CONTRACTORS; or
 - 4.3 Obtain BIDs or negotiated proposals from qualified CONTRACTORS acceptable to the OWNER for a contract performance and completion of the Construction Contract, arrange for a contract to be prepared for the execution by the OWNER and the CONTRACTOR selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the OWNER the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount of which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligation under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in Subparagraph 4.4 and the OWNER refused the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction

Contract. To the limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Construction Contract:
 - 6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
 8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased Working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the

minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Construction Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

END OF SECTION

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

CONSTRUCTION PAYMENT BOND

Any singular reference to CONTRACTOR, Surety, OWNER, or other party shall be considered plural where applicable.

CONTRACTOR
VOLUNTEER PAVING, LLC
750 HWY 99
LEWISBURG, TN 37091

SURETY (Name and Principal Place of Business):
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

OWNER (Name and Address):
CITY OF COLUMBIA, TENNESSEE
700 N. GARDEN STREET
COLUMBIA, TN 38401

CONSTRUCTION CONTRACT:

Date: JUNE 12, 2025

Amount: \$3,623,589.94

Description: F.Y.2024 / 2025 STREET
RESURFACING CONTRACT: Resurfacing of
City streets located throughout the City of
Columbia with various grades of hot mix asphalt.
Work also includes cold planing, mineral
aggregate base, excavation, point repairs and
other work related to hot mix resurfacing.

BOND

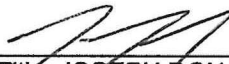
Date: JUNE 12, 2025

date):

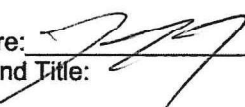
Amount: \$3,623,589.94

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL
Company: VOLUNTEER PAVING, LLC
(Corp. Seal)

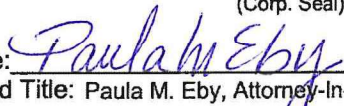
Signature: 
Name and Title: JOSEPH DONARUMA
VICE PRESIDENT

CONTRACTOR AS PRINCIPAL
Company: _____
(Corp. Seal)

Signature: 
Name and Title: _____

SURETY

Company: United States Fire Insurance Company
(Corp. Seal)

Signature: 
Name and Title: Paula M. Eby, Attorney-In-Fact

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title: _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens and suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communications from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by Paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly, at the Surety's expense, take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Construction Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of

limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the CONTRACTOR or

with a subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and Engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

- 15.2 Construction Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

END OF SECTION

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: Paula M. Eby

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: 612424655

Principal: Volunteer Paving, LLC

Obligee: City of Columbia, Tennessee

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 12th day of June 20 25

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

CONTRACTOR DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF MAURY

1. Now Comes Affiant, who being duly sworn, deposes and says:
2. He/She is the principal officer for VOLUNTEER PAVING, LLC 770 SR 99,
LEWISBURG, TN 37091
(Name and address of Bidding Entity)
3. That the bidding entity has submitted a bid to CITY OF COLUMBIA for the
(Owner)
construction of STREET RESURFACING CONTRACT #E-2025-1;
(Name of Project)
4. That the bidding entity employs no less than five (5) employees:
5. That the Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with
~50-0-113, *Tennessee Code Annotated*.
6. That this affidavit is made on personal knowledge.

Further Affiant saith not.

Joseph DonArduhy
AFFIANT

STATE OF TENNESSEE_____
COUNTY OF MAURY

Before me personally appeared JOSEPH DONARUHY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at the office this 5th day of MAY, 2025.

Julie Bowers
Notary Public

My commission expires: JANUARY 24, 2029

SECTION 10, PAGE 1



CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the
(Print Name of Attorney)

duly authorized and legal representative of the City of Columbia, Tennessee, OWNER, do hereby
certify as follows concerning the attached CONTRACT known as the

Street Resurfacing Contract #E 2025-01

I have examined the attached contract(s) and performance and payment bond(s) and the
manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has
been duly executed by the proper parties thereto acting through their duly authorized
representatives; that said representatives have full power and authority to execute said
agreements on behalf of the respective parties named thereon; and that the foregoing
agreements constitute valid and legally binding obligations upon the parties executing the same
in accordance with terms, conditions and provisions thereof.

Signed: _____
(Attorney)

Date: _____

NOTICE TO PROCEED

DATE: _____

TO: _____
(BIDDER)

ADDRESS: _____

PROJECT: **STREET RESURFACING CONTRACT FISCAL YEAR 2024-2025**

OWNER'S CONTRACT: **#E 2025-01**

CONTRACT FOR **STREET RESURFACING CONTRACT**

You are notified that the Contract Times under the above will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the date of Substantial Completion is _____ and the date of completion and readiness for final payment is _____.

Before you may start any WORK at the site, paragraph 2.01 of the General Conditions provides that you must deliver to the OWNER (with copies to ENGINEER and other identified additional insured's) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must

CITY OF COLUMBIA

(OWNER)

BY: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF NOTICE TO PROCEED:

(CONTRACTOR)

BY: _____
(AUTHORIZED SIGNATURE)

(TITLE)

SECTION 13

GENERAL CONDITIONS

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.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed.....	6
2.04 Starting the Work	7
2.05 Before Starting Construction	7
2.06 Preconstruction Conference; Designation of Authorized Representatives	7
2.07 Initial Acceptance of Schedules.....	7
Article 3 – Contract Documents: Intent, Amending, Reuse	8
3.01 Intent.....	8
3.02 Reference Standards.....	8
3.03 Reporting and Resolving Discrepancies.....	8
3.04 Amending and Supplementing Contract Documents.....	9
3.05 Reuse of Documents	10
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points.....	10
4.01 Availability of Lands	10
4.02 Subsurface and Physical Conditions	11
4.03 Differing Subsurface or Physical Conditions.....	11
4.04 Underground Facilities	13
4.05 Reference Points	14
4.06 Hazardous Environmental Condition at Site.....	14
Article 5 – Bonds and Insurance	16
5.01 Performance, Payment, and Other Bonds	16
5.02 Licensed Sureties and Insurers	16
5.03 Certificates of Insurance	16
5.04 Contractor’s Insurance	17
5.05 Owner’s Liability Insurance	18
5.06 Property Insurance	18
5.07 Waiver of Rights	20
5.08 Receipt and Application of Insurance Proceeds.....	21

5.09	Acceptance of Bonds and Insurance; Option to Replace	21
5.10	Partial Utilization, Acknowledgment of Property Insurer	21
Article 6 – Contractor’s Responsibilities		22
6.01	Supervision and Superintendence.....	22
6.02	Labor; Working Hours.....	22
6.03	Services, Materials, and Equipment	22
6.04	Progress Schedule	23
6.05	Substitutes and “Or-Equals”	23
6.06	Concerning Subcontractors, Suppliers, and Others.....	25
6.07	Patent Fees and Royalties	27
6.08	Permits.....	27
6.09	Laws and Regulations	27
6.10	Taxes	28
6.11	Use of Site and Other Areas	28
6.12	Record Documents.....	29
6.13	Safety and Protection	29
6.14	Safety Representative.....	30
6.15	Hazard Communication Programs	30
6.16	Emergencies	30
6.17	Shop Drawings and Samples	30
6.18	Continuing the Work.....	32
6.19	Contractor’s General Warranty and Guarantee.....	32
6.20	Indemnification	33
6.21	Delegation of Professional Design Services	34
Article 7 – Other Work at the Site		35
7.01	Related Work at Site	35
7.02	Coordination.....	35
7.03	Legal Relationships.....	36
Article 8 – Owner’s Responsibilities.....		36
8.01	Communications to Contractor.....	36
8.02	Replacement of Engineer.....	36
8.03	Furnish Data	36
8.04	Pay When Due	36
8.05	Lands and Easements; Reports and Tests.....	36
8.06	Insurance	36
8.07	Change Orders.....	36
8.08	Inspections, Tests, and Approvals	37
8.09	Limitations on Owner’s Responsibilities	37
8.10	Undisclosed Hazardous Environmental Condition	37
8.11	Evidence of Financial Arrangements	37
8.12	Compliance with Safety Program.....	37
Article 9 – Engineer’s Status During Construction		37
9.01	Owner’s Representative	37
9.02	Visits to Site	37

9.03	Project Representative	38
9.04	Authorized Variations in Work	38
9.05	Rejecting Defective Work	38
9.06	Shop Drawings, Change Orders and Payments.....	38
9.07	Determinations for Unit Price Work	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work.....	39
9.09	Limitations on Engineer's Authority and Responsibilities	39
9.10	Compliance with Safety Program.....	40
Article 10 – Changes in the Work; Claims		40
10.01	Authorized Changes in the Work	40
10.02	Unauthorized Changes in the Work	40
10.03	Execution of Change Orders.....	41
10.04	Notification to Surety.....	41
10.05	Claims.....	41
Article 11 – Cost of the Work; Allowances; Unit Price Work		42
11.01	Cost of the Work	42
11.02	Allowances	45
11.03	Unit Price Work	45
Article 12 – Change of Contract Price; Change of Contract Times		46
12.01	Change of Contract Price	46
12.02	Change of Contract Times	47
12.03	Delays.....	47
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work		48
13.01	Notice of Defects	48
13.02	Access to Work	48
13.03	Tests and Inspections	48
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work.....	50
13.06	Correction or Removal of Defective Work	50
13.07	Correction Period.....	50
13.08	Acceptance of Defective Work.....	51
13.09	Owner May Correct Defective Work	51
Article 14 – Payments to Contractor and Completion		52
14.01	Schedule of Values.....	52
14.02	Progress Payments	52
14.03	Contractor's Warranty of Title	55
14.04	Substantial Completion.....	55
14.05	Partial Utilization	56
14.06	Final Inspection.....	56
14.07	Final Payment.....	57
14.08	Final Completion Delayed.....	58
14.09	Waiver of Claims	58

Article 15 – Suspension of Work and Termination	58
15.01 Owner May Suspend Work	58
15.02 Owner May Terminate for Cause	58
15.03 Owner May Terminate For Convenience.....	60
15.04 Contractor May Stop Work or Terminate	60
Article 16 – Dispute Resolution	61
16.01 Methods and Procedures	61
Article 17 – Miscellaneous	61
17.01 Giving Notice	61
17.02 Computation of Times	61
17.03 Cumulative Remedies	62
17.04 Survival of Obligations	62
17.05 Controlling Law	62
17.06 Headings.....	62

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *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 Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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 at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *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 Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall 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 of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

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

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700) (2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC 5.04 The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

5.04.A.1 and 5.04.A.2 Worker's Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

- | | |
|--------------------------|-----------|
| (1) State | Statutory |
| (2) Federal | Statutory |
| (3) Employer's Liability | \$500,000 |

5.04.A.3, 5.04.A.4 and 5.04.A.5. CONTRACTOR's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the CONTRACTOR:

- | | |
|---|--------------|
| (1) General Aggregate
(Except Products - Completed Operations) | \$1,000,000 |
| (2) Products - Completed Operations Aggregate | \$1,000,000 |
| (3) Personal and Advertising Injury (Per Person / Organization) | \$500,000 |
| (4) Each Occurrence | \$500,000 |
| (5) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable. | |
| (6) Excess Liability
Each Occurrence | \$10,000,000 |

5.04.A.6 Automobile Liability:

(1) Bodily Injury:

\$500,000 Each Person

\$1,000,000 Each Accident

Property Damage:

\$500,000 Each Accident

5.04.B The City of Columbia shall be included on the policy as an additional insured.

SC 6.13 Add the following language at the end of paragraph 6.13.F of the General Conditions:

When Working in or around the street right of way, the CONTRACTOR will establish Work zones and post the necessary warning signs and signals in compliance with the Manual on Uniform Traffic Control Devices. The CONTRACTOR will provide reflective signing and barricades for any open excavations or trenches that are not attended for a period of time and will notify the OWNER's representative of the open excavation if it is left unsupervised.

SC 17.07 Add the following paragraph after the end of paragraph 17.06 of the General Conditions:

Work Restrictions: No Work shall be allowed during the following Holiday Periods:

- (1) Good Friday
- (2) Noon the Friday before Labor Day through Labor Day
- (3) July 4th. (If July 4th falls on a Saturday or Sunday, no Work will be allowed that weekend.)
- (4) Memorial Day (If Memorial Day falls on a Saturday or Sunday, no Work will be allowed that weekend.)
- (5) Noon Wednesday before Thanksgiving through Monday following Thanksgiving.
- (6) Christmas Eve and Christmas Day.
- (7) Mule Day Friday and Saturday

END OF SECTION

SECTION 14, PAGE 1

TECHNICAL SPECIFICATIONS:
STREET RESURFACING PROJECT
FISCAL YEAR 2024-2025

CONTENTS:

PART 1 GENERAL

PART 2 TACK COAT

PART 3 CONSTRUCTION AREA TRAFFIC CONTROL

PART 4 SANITARY SEWER MANHOLE FRAME AND TOP ADJUSTMENT

PART 5 COLD PLANING

PART 6 STREET MILLING AND PAVING TRANSITION DETAILS

PART 7 PAVEMENT MARKINGS

PART 8 STREET RESURFACING LIST

PART 9 DESCRIPTION OF CONSTRUCTION TYPES ON RESURFACING LIST

PART 1 GENERAL

- 1.1 TDOT Standard Specifications for Roadway and Bridge Construction (2021) with all subsequent revisions, extensions and special provisions to date, are hereby referenced and shall apply to this Contract (including, but not limited to descriptions, measurements, and payment of items referenced in BID PROPOSAL with TDOT reference numbers) except as specifically modified within these specifications or elsewhere within the Contract Documents, or expressly directed by the ENGINEER.
 - 1.1.1 Where listed in the TDOT Standard Specifications for Roadway and Bridge Construction (2021) the four following words shall have the specific meanings here given insofar as this Contract is concerned.
 - 101.11 "Commissioner" shall be and mean the Mayor of the City of Columbia, Tennessee.
 - 101.12 "Department" shall be and mean the Engineering Department of the City of Columbia, Tennessee.
 - 101.13 "ENGINEER" shall be and mean the Project Engineer from the Engineering Department of the City of Columbia, Tennessee.
 - 101.14 Wherever the term State occurs in the Specifications the intent and meaning shall be in the City of Columbia, Tennessee, except as may be clearly applicable in context only to the State of Tennessee.
- 1.2 CONTRACTOR is to furnish personnel for plant gradation control. No direct payment will be made for this service.
- 1.3 No direct payment will be made for TDOT 403-02.01 TRACKLESS TACK COAT.
- 1.4 CONTRACTOR is to raise all utility castings and frames including but not limited to catch basin grates and frames, sewer manholes, water valves covers, gas valve covers, and communications vaults in the areas where WORK is to be performed as described in PART 4 of these specifications. The utility castings and lids shall be flush with the pavement surface. No direct payment will be made for adjustment of utility castings and frames.
 - 1.4.1 A quantities sheet showing approximate quantities of utility castings and frames to be adjusted is included in this contract. This list is approximate only, it shall be the CONTRACTOR's responsibility to determine the exact number of manholes to be adjusted.
- 1.5 The pavement edge is to be milled and repaved to tie to existing roadway surface on streets where curbs and gutter, driveway aprons, or driveway entrances have been installed. Gutters will not be paved over unless specifically directed by ENGINEER. No direct payment will be made for milling of the pavement edge or key joints.
- 1.6 CONTRACTOR is to place weight tickets on the spreader when each truck unloads its mix into the spreader.
- 1.7 All utility castings such as catch basin grates and frames, water valve boxes, and gas valve boxes are to be adjusted by the CONTRACTOR. No direct payment will be made for adjustment of these valve boxes.
- 1.8 In certain situations where the severity of any failure is minimal, ENGINEER may require these areas simply to be tacked, filled with TDOT 307-01.10 ASPHALT

CONCRETE MIX (PG64-22) (ACS) GRADING C-W (SURFACE) and then rolled. Also, when the failure is considered severe enough to cause damage to vehicles, ENGINEER may direct CONTRACTOR to perform this same type of repair as an interim patch until the area can be sawed, excavated and repaved.

- 1.9 No allowance will be made for removal of unacceptable material, for material used in replacing defective or condemned construction; or for material wasted in handling, hauling, or otherwise.
- 1.10 Traffic Control provisions are detailed in PART 3 of these Specifications. No separate payment is provided for Construction Area Traffic Control items, such costs are to be included in the prices bid for other appropriate Contract items.
- 1.11 CONTRACTOR shall specifically be aware of the requirements for pavement preparation. Milling joints at all transitions to existing pavement per the paving transition detail; cleaning of the streets, joints, and cracks of dirt, vegetation growth or deleterious materials, and cleaning of cracks and joints of excess joint and/or crack sealer. These items are included in the Contract Bid price for paving items. No additional compensation will be provided for pavement preparation.
- 1.12 If damage to the structural integrity of the roadway occurs during cold planing, ENGINEER at his discretion can stop work and have repairs made to streets, (i.e., removal of existing pavement, excavating, and new base material) before overlaying the street.
- 1.13 A list of streets to be improved and a location map are attached herewith and made a part of the Specifications. ENGINEER shall establish the order of completion and any changes to the order of completion will be at the discretion of the ENGINEER.
 - 1.13.1 CONTRACTOR shall commence work on reconstruction projects first. Each street shall be completed in its entirety and as quickly as possible before commencing work on another street.
 - 1.13.2 Work shall progress to prevent delays over the winter because of asphalt plant closings. All work on streets commenced in the current calendar year shall be completed before asphalt plants close for the winter. No streets are to be left open with base rock only (if applicable).
 - 1.13.3 At the pre-construction conference, the Contractor shall submit to the ENGINEER a requested time schedule for completion of the streets. Any deviations from the approved schedule shall require written authorization from the ENGINEER.
- 1.14 ENGINEER's personnel shall be at the site when the Contractor is working.
- 1.15 CONTRACTOR shall remove all rock, dirt, and debris from ditches, driveway pipes, culverts, work area, and other areas adjacent to work daily.
- 1.16 Milling machine shall not be used to excavate the soil.
- 1.17 CONTRACTOR shall furnish and provide all equipment. Streets may have exceptional narrowness, overhead clearance restrictions, or other specific circumstances, which may require alternative paving equipment or methodologies to resurface the road in an appropriate manner consistent with the existing pavement conditions as approved by the ENGINEER. Failure to use appropriate equipment or methodologies as approved by the ENGINEER will result in non-payment.

- 1.18 CONTRACTOR shall cease all work in the event of precipitation that results in visible moisture on the pavement surface. Work shall not resume until pavement is dry and clean. Discretion for stopping and resuming work at any time shall be at the ENGINEER's discretion. No payment shall be provided for material not installed on the roadway.
- 1.19 CONTRACTOR shall ensure streets are clean and free of debris, inclusive of blowing all loose debris and fine materials from the roadway surface, prior to surfacing.
- 1.20 CONTRACTOR, at the discretion of the ENGINEER, shall level the roadway surface with a scratch course of pavement. Tack coat shall be applied below the scratch course and onto the surface of the scratch course.
- 1.21 ENGINEER shall provide the CONTRACTOR with door hanger type notices. At least 24 hours prior to any work commencing, The CONTRACTOR shall place one notice on each residence or business fronting the street and on all vehicles or obstructions on the street for all streets being cold-planed or resurfaced. CONTRACTOR shall fill out all relevant information contained on the notice.
- 1.22 It is the responsibility of the CONTRACTOR to provide towing services for the removal of vehicles or obstructions inhibiting the contracted work. CONTRACTOR shall comply with all state and local regulations regarding the towing of vehicles.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

PART 2 TACK COAT

2.1 DESCRIPTION

2.1.1 This work shall consist of furnishing and applying bituminous material to a previously prepared base or surface, and providing a bond for a superimposed course, per the requirements TDOT Standard Specifications for Roadway and Bridge Construction (2021) Section 403.

2.1.2 Tack coat shall be applied in a consistent manner ensuring that the existing surface is completely covered per TDOT specifications, and shall also be applied to all vertical edges at pavement joints.

2.2 MEASUREMENT

2.2.1 Bituminous material will be measured by the number of gallons used in the accepted Work, as determined by the ENGINEER, at the temperature of application.

2.3 PAYMENT

2.3.1 Bituminous tack cost shall be considered an integral part of the asphaltic pavement requirement and one for which no separate payment shall be made.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

PART 3 CONSTRUCTION AREA TRAFFIC CONTROL

3.1 CONTRACTOR RESPONSIBILITY & GENERAL PROVISIONS

- 3.1.1 The CONTRACTOR shall provide, erect, and maintain all traffic control devices necessary to preserve the safe and orderly movement of traffic. All operations shall be scheduled and conducted in such a manner and sequence as to cause the least practicable interference with the traveling public, fire protection, police protection, public utility service, and emergency services.
- 3.1.2 No direct payment will be made for materials and labor associated with the required construction area traffic control. CONTRACTOR shall include such costs in the prices bid for other appropriate Contract items.
- 3.1.3 All necessary protective devices and operations shall be per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the Federal Highway Administration.
- 3.1.4 A project safety officer or other similarly responsible individual shall be made known to the ENGINEER prior to the commencement of construction. This notification shall include a telephone number or numbers where the individual(s) may be reached on a 7 day, 24-hour basis.
- 3.1.5 Road closures should not be required on this Project. However, if the CONTRACTOR determines, in his opinion, that one is required, a written request shall be made at least 72 hours in advance to the ENGINEER, and shall state the reason for the closure, estimated duration of the closure, proposed traffic control devices, and the routing of detours, if necessary. In addition, CONTRACTOR shall notify the following offices of the closure:

Maury County E-911 931-381-3190

Maury County Board of Education, Pupil Transportation 931-388-8403

United States Post Office 931-381-6161

- 3.1.6 The CONTRACTOR shall provide one adequate traffic lane, minimum of ten feet in width, in each direction during the hours of 7:00 A.M. - 9:00 A.M. and 3:00 P.M. - 6:00 P.M. During hours when Work is not in progress, the CONTRACTOR shall also maintain one similarly adequate traffic lane in each direction. CONTRACTOR shall maintain access to driveways during the project. Exceptions to the above must be approved by the ENGINEER.

3.2 INSTALLATION & MAINTENANCE OF TRAFFIC CONTROL DEVICES

- 3.2.1 The CONTRACTOR shall be fully responsible for the supplying, erection, and maintenance of all traffic control devices. These functions shall occur in a workmanlike manner such that all supports are vertical, sign panels generally perpendicular to the travel-way, and legends horizontal so that they effectively convey the intended message. Signs shall be mounted on stationary or portable supports dependent on the type Work being performed. In general, Work being performed at spot locations and of short locations and short duration will necessitate the use of portable supports properly weighted for stability.
- 3.2.2 All existing traffic signs within the limits of this Project shall also be the maintenance responsibility of the CONTRACTOR for the duration of construction. This includes stop and street name signs on side streets that

intersect within the project limits. This responsibility shall include temporary sign relocation caused by construction activities.

3.2.3 The CONTRACTOR shall provide continuous and expeditious maintenance of all required traffic control devices. This shall include replacement of sign panels, barricades, and other devices which in the opinion of the ENGINEER are damaged or deteriorated beyond continued use, replacement of broken supports, plumbing of leaning signs, cleaning of dirty signs, barricades, and other devices, repair of defaced sheeting and legends, replacement of stolen items, etc. All items used for traffic control shall be generally maintained in their original placement condition and such maintenance will be considered a part of the original installation cost. Failure to maintain all traffic control devices in such a manner as to provide continuous safety to the public will be cause for suspension of construction operations until proper traffic control is re-established.

3.2.4 If the CONTRACTOR, in the opinion of the ENGINEER, has failed to provide or maintain adequate traffic control devices, the City of Columbia shall have the right to provide the necessary items and deduct the expense of same from payments due the CONTRACTOR.

3.3 APPLICATION & USE OF TRAFFIC CONTROL DEVICES

3.3.1 Cones are not permissible as channeling devices during hours of darkness. Standard barricades, drums or vehicles panels are permissible but were used to delineate vehicle paths during hours of darkness, they must be accompanied by steady burn lights.

3.3.2 Centerline striping shall be maintained throughout the duration of this Project. All conflicting and confusing pavement marking shall be removed or obliterated in a fashion consistent with MUTCD, Section 6D-1. Painting over existing striping is not considered to meet the requirements for removal obliteration.

The methods listed below are considered acceptable:

- a. Sandblasting using air or water
- b. High-pressure water
- c. Steam or superheated water
- d. Mechanical devices such as grinders, sanders, scrapers, scarifiers, and wire brushes

Any damage to the pavement or surface caused by pavement marking removal shall be repaired by the CONTRACTOR at his expense and by methods and materials acceptable to the ENGINEER.

3.3.3 Short-term operations will be permissible that conflict with existing pavement markings but proper vehicle path must be ensured through the appropriate use of warning signs, flagmen, and/or channelizing devices.

3.3.4 Where a new asphalt section of roadway is to be maintained overnight, the temporary centerline and lane line stripes shall be provided by the CONTRACTOR after each workday. These stripes shall be temporary reflective tape or paints with four-inch-wide line segments. The segments shall be two feet long with thirty-eight-foot gaps. Skip line shall not be used for lane lines separating a turn lane from a through lane or edge line.

3.3.5 Mesh or other fabric type signs are not considered acceptable for use during hours of darkness.

3.3.6 When flaggers are required, "Flagger Ahead" signs shall be installed. Flaggers shall utilize STOP / SLOW paddles and proper attire, including the appropriate reflectorized vest.

3.3.6.1 Flagmen will be considered a general requirement of traffic control and no direct payment will be made for such.

3.3.7 During periods of non-use, warning signs and other devices shall be promptly removed from the Work area, covered or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be maintained in a neat and workmanlike manner.

3.3.8 The official maximum speed limit is to be used for determining taper lengths, device spacing, sign placement, and other pertinent details unless otherwise notified.

3.4 MATERIALS

3.4.1 Materials for all traffic control and marking devices shall be per the provisions of the current edition of the MUTCD and the TDOT Standard Specifications for Roadway and Bridge Construction (2021).

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

PART 4 SANITARY SEWER MANHOLE FRAME AND TOP ADJUSTMENT

4.1 DESCRIPTION

- 4.1.1 This WORK shall consist of adjustment of sewer manhole frames and tops to an elevation that will be flush with the finished pavement elevation.

4.2 CONSTRUCTION REQUIREMENTS

- 4.2.1 Use accepted construction standards and methods associated with manhole construction and casting placement.
- 4.2.2 After excavation of the frame and top, examine them for cracks, chips, or other defects. If a faulty frame or top is detected, notify authorized City of Columbia wastewater personnel to provide a new frame and/or top at no additional cost to the CONTRACTOR.
- 4.2.3 Adjust casting to the required height so that tops will be flush with the proposed surface.
 - 4.2.3.1 Use no more than two courses of brick. If additional height is necessary, a riser will be furnished by the wastewater department at no additional cost to the CONTRACTOR.
 - 4.2.3.2 Bricks are to be evenly spaced (not over one-half) around the top of the cone, and mortar is to be flush with the edges of brick inside the manhole.
 - 4.2.3.3 Mortar is to be placed around bricks and between castings and bricks.
 - 4.2.3.4 Align visible edges of bricks inside manhole as much as possible.
 - 4.2.3.5 Gently set frame onto one-inch (1") bed of mortar.
 - 4.2.3.6 Grout frame onto manhole.
 - 4.2.3.7 Excavated material will not be acceptable for use as material.
 - 4.2.3.8 Backfill with compacted hot mix.

4.3 MATERIALS

- 4.3.1 Brick shall be in accordance with ASTM specification C32 Grade NA hard burned clay or shale type, or ASTM specifications C55 Concrete type.
- 4.3.2 Masonry mortar shall be composed of one part by volume ASTM specifications C91 masonry cement, no more than three parts by volume of ASSHTO specification M45 masonry sand, and clean water as required for workable consistency. Do not add any lime to mixture.
- 4.3.3 Steel shims may also be used to adjust the grade more accurately.

4.4 ALTERNATE MANHOLE ADJUSTMENT

- 4.5.1 Manhole casting adjustment rings may be used to adjust manhole heights on streets specified by the ENGINEER.

4.5.2 Only manhole casting adjustment rings approved for use by the City of Columbia Wastewater Department or the corresponding utility provider will be allowed. Approval from the utility provider shall be obtained prior to CONTRACTOR purchasing and/or installing adjustment rings.

4.5 PAYMENT

4.5.1 Adjustment of manhole frames and tops shall be considered an integral part of the asphaltic pavement requirements and one for which no separate payment shall be made.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

PART 5 COLD PLANING

5.1 DESCRIPTION

- 5.1.1 This work shall consist of the Cold Planing of existing asphalt surfaces, per the requirements of TDOT Standard Specifications for Roadway and Bridge Construction (2021) Section 415.

5.2 EQUIPMENT

- 5.2.1 Provide a power broom, a water truck, and a planing machine, as well as equipment to remove the material planed from the pavement. The planing machine shall be a power operated, self-propelled milling machine or grinder capable of removing bituminous concrete to the required width, depth, profile, cross-slope, and surface texture. The machine shall be capable of accurately establishing profile by referencing from either the existing pavement or from an independent grade control and shall have positive means for controlling cross-slope. The machine shall have a floating moldboard with sufficient down pressure to plane the milled surface. The machine shall have an effective means of removing cuttings from the pavement and for preventing dust from escaping into the air.

5.3 DISPOSAL OF MATERIAL

- 5.3.1 All removed asphalt surfaces shall be disposed of off-site per all federal, state, and local laws. CONTRACTOR shall be responsible for locating a suitable location for disposal of the asphalt surface. All removed asphalt surfaces shall be removed from the site before the end of each working day.

5.4 MEASUREMENT

- 5.4.1 TDOT 415-01.02 COLD PLANING (1.5 INCH DEPTH) shall be measured by the square yard of existing asphalt surface in place before removal and disposal.

5.5 SIGNAL EQUIPMENT AND LOOPS

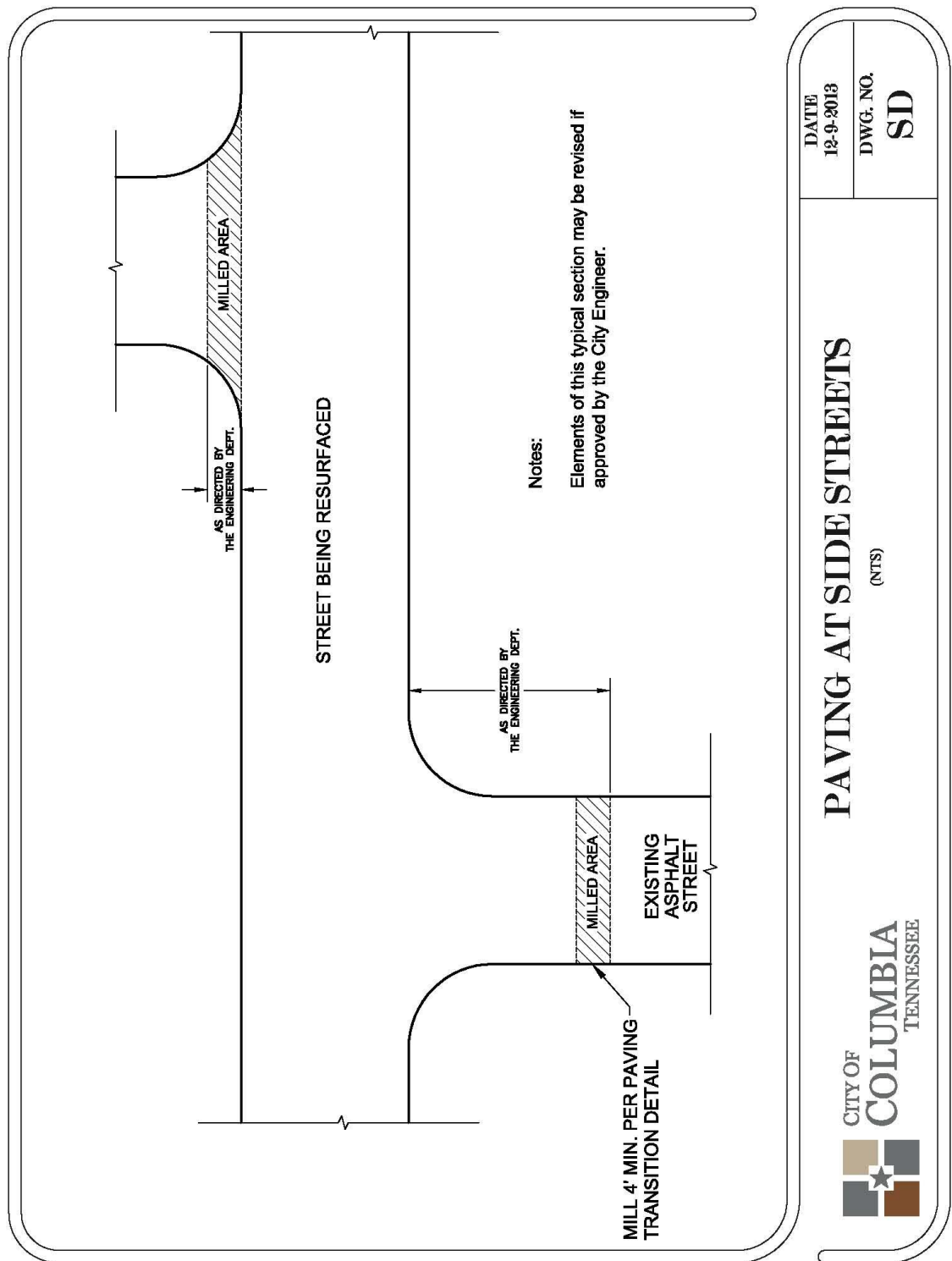
- 5.5.1 Damage to any signal equipment or loops shall be the responsibility of the CONTRACTOR to replace. CONTRACTOR shall immediately report any damage to ENGINEER. Repairs for any damage shall be completed within 7 calendar days. Failure to execute repairs in a timely manner will result in the CITY deducting payments to the CONTRACTOR for the amount of the repair.

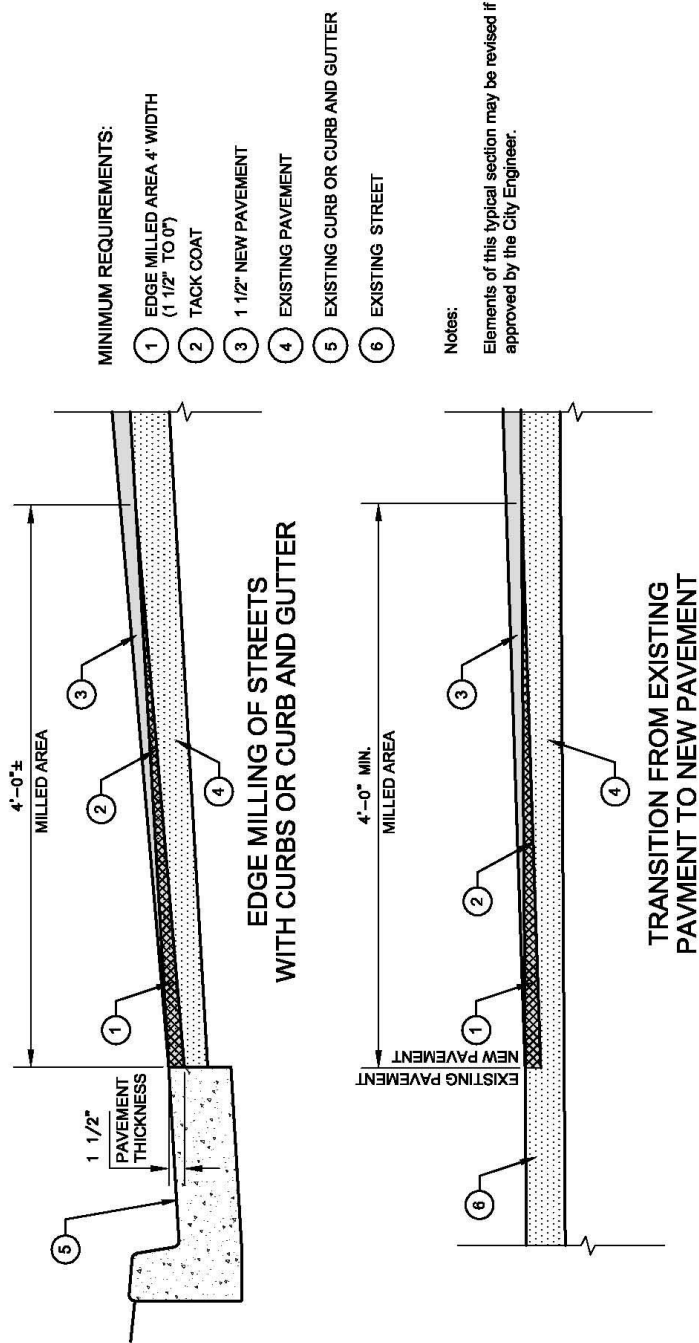
5.6 PAYMENT

- 5.3.1 The accepted quantities of TDOT 415-01.02 COLD PLANING (1.5 INCH DEPTH) shall be paid for at the contract unit price per square yard.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

PART 6 STREET MILLING AND PAVING TRANSITION DETAILS







CITY OF COLUMBIA
TENNESSEE

PAVING TRANSITION DETAILS
(NTS)

DATE
7-17-2013

DWG. NO.
SD

PART 7 PAVEMENT MARKINGS

7.1 GENERAL

7.1.1 This work shall consist of finishing and supplying pavement markings, per the requirements of TDOT Standard Specifications for Roadway and Bridge Construction (2021) Section 716.

7.1.2 Pavement markings shall match existing pavement markings unless otherwise directed by the ENGINEER.

7.2 MEASUREMENT

7.2.1 TDOT 716-13.01 – Spray Thermo Pvmr Mrkng (60 Mil) (4In Line) shall be measured by the linear mile of existing asphalt surface in place before removal and disposal.

7.3 PAYMENT

7.3.1 The accepted quantities of TDOT 716-13.01 – Spray Thermo Pvmr Mrkng (60 Mil) (4In Line) shall be paid for at the contract unit price per linear mile. Payment shall only be for 4 inch lines. All other pavement markings, including but not limited to: temporary striping, painted parking stall markings, stop bars, cross walks, hatching, and turn arrow indicators shall be included with this item and are considered incidental to the resurfacing of streets.

7.4 TEMPORARY STRIPING

7.4.1 Unless otherwise specified by the ENGINEER, install temporary pavement markings as follows: Provide 4-inch wide pavement marking line for roads with existing striping within 48 hours of the street being resurfaced for all streets receiving permanent striping. Locate and place temporary markings on final pavement surfaces to underlie or coincide with the permanent pavement markings.

7.5 PAINTED PAVEMENT MARKINGS FOR PARKING STALLS

7.5.1 CONTRACTOR shall apply painted pavement markings for all replacement of parking stalls. Painted pavement marking lines shall be in accordance with TDOT Standard Specifications.

PART 8 STREET RESURFACING LIST AND PROPOSED WORK

8.1 GENERAL

8.1.1 Quantities and proposed work are given as a good faith estimate by the ENGINEER for the proposed work. CONTRACTOR shall verify all quantities and confirm the scope of work with the ENGINEER prior to construction.

8.2 Street Resurfacing List Work Summary

Street Name	Intersection 1	Intersection 2	Length (ft)	Width (ft)	Mill 1=YES	Culdesac 1=YES	Striping 1=YES	Repair 1=YES	Signal Loops 1=YES	Area (sqft)	Work Summary
2nd Ave	Carter St	Riverside Dr	2290	30	1	0	1	0	0	68700	Mill and OL 1.5", Striping
Allen Dr	END	Iron Bridge Rd	580	12	0	0	0	0	0	6960	OL 1.5"
Alpine Dr	Hatcher Ln	W 19th St	866	18	0	0	1	0	0	15588	OL 1.5" Striping
Armstrong Ln	Hampshire Pk	Nickell Company	4480	22	0	0	1	0	0	98560	OL 1.5", Striping
Armstrong Ln	Nickell Company	Oakland Pkwy	2200	36	0	0	1	0	0	79200	OL 1.5", Striping
Bailey St	Carmack Blvd	E 17th St	1700	26	0	0	0	0	0	44200	OL 1.5", Edge Mill
Brown St	Scribner Ave	Parkway Ave	312	14	0	0	0	0	0	4368	OL 1.5"
Bullock St	Elaine Dr	Clinch Dr	360	20	0	0	0	0	0	7200	OL 1.5"
Carter St	7th Ave	2nd Ave	2400	38	1	0	1	0	1	91200	Mill and OL 1.5", Striping
Chapman Ln	Grenada Dr	Bullock St	830	22	0	0	0	0	0	18260	OL 1.5"
Chapman Ln	McCollum St	Santa Fe Pk	700	22	0	0	1	0	0	15400	OL 1.5", Striping, Edge Mill
Cheairs Cir	Spring Ln	Tinsley Ln	1330	16	0	0	0	0	0	21280	OL 1.5"
Christina Dr	END	Malibu Canyon Rd	850	26	1	1	0	0	0	22100	Mill and OL 1.5"
Clinch Dr	Grenada Dr	Bullock St	970	20	0	0	0	0	0	19400	OL 1.5"
Cody Dr	Old Bear Creek Pike	Dead End	690	30	1	1	0	0	0	20700	Mill and OL 1.5"
Creekside Dr	END	END	1690	22	0	1	0	0	0	37180	OL 1.5"
Denham Ave	Helm St	Alexander Ln	1410	34	1	0	0	0	0	47940	Mill and OL 1.5"
Depot St	W 11th St	S Main St	970	44	1	0	1	0	0	42680	Mill and OL 1.5", Striping
E 10th St	S Main St	S Glade St	880	22	1	0	1	0	0	19360	Mill and OL 1.5", Striping
E 13th St	S Main St	Carmack Blvd	540	24	1	0	0	0	0	12960	Mill and OL 1.5"
E 9th St	S Main St	75 ft East of Bridge St	1410	28	1	0	1	0	1	39480	Mill and OL 1.5", Striping
E Burt Dr	Nashville Hwy	Baker Rd	2460	24	0	0	1	0	1	59040	OL 1.5", Striping
E End St	E 7th St	E 8th St	640	22	1	0	1	0	0	14080	Mill and OL 1.5", Striping
Forrest Dr	Westfield Dr	END	1410	24	0	0	0	0	0	33840	OL 1.5"
Forrest Dr	Creekside Dr	Westfield Dr	1190	20	0	0	0	0	0	23800	OL 1.5"
Granada Dr	N James Campbell Blvd	END	910	22	0	0	1	1	0	20020	OL 1.5", Striping, Pavement Repair
Granada Dr	Chapman Ln	Tommy Dr	630	28	1	0	0	0	0	17640	Mill and OL 1.5"
Granada Dr	Chapman Ln	N James Campbell Blvd	540	20	0	0	1	0	0	10800	OL 1.5", Striping
Hazel St	END	Polk St	340	24	0	0	0	0	0	8160	OL 1.5"
Heritage Dr	Rockland Dr	Sunnyside Lane	1240	20	0	0	0	0	0	24800	OL 1.5"
Highland Ave	Pickens Ln	Nicholas Long Dr	3100	26	0	0	1	0	1	80600	OL 1.5", Striping, Edge Mill
Hill St	N James Campbell Blvd	West 5th St	2760	24	1	0	0	0	0	66240	Mill and OL 1.5"
Hollywood Hills Dr	END	Malibu Canyon Rd	610	26	1	1	0	0	0	15860	Mill and OL 1.5"
Industrial Park Rd	New Hwy 7 (Santa Fe Pk)	350' N of Duck River Rd	5810	30	0	0	1	0	0	174300	OL 1.5", Striping, Regrade and Stone Shoulder
Industrial Park Rd	350' N of Duck River Rd	Duck River Bridge	860	44	0	0	1	0	0	37840	OL 1.5", Mill 100' Bridge Approach, Striping, Regrade and Stone Shoulder
Industrial Park Rd	Duck River Bridge	650' N of WB Ramps US-412	1600	44	0	0	1	0	0	70400	OL 1.5", Mill 100' Bridge Approach, Striping, Regrade and Stone Shoulder
Industrial Park Rd	650' N of WB Ramps US-412	Bridge over US-412	820	50	1	0	1	0	1	41000	Mill and OL 1.5", Striping, Regrade and Stone Shoulder
Industrial Park Rd	Bridge of US-412	W James Campbell Blvd	900	54	1	0	1	0	1	48600	Mill and OL 1.5", Striping, Regrade and Stone Shoulder
Kennedy Dr	Sidco Dr	END	810	34	1	0	0	0	0	27540	Mill and OL 1.5"
Lasea Rd	City Limits	Bear Creek Pike	650	22	0	0	1	0	1	14300	OL 1.5", Striping
Lee Dr	River Heights Dr	River Heights Dr	1880	18	0	0	0	0	0	33840	OL 1.5"
Logan Dr	END	Rutherford Lane	2830	20	0	1	0	0	0	56600	OL 1.5"
Lyon St	Sunnyside Lane	Cowan St	1670	36	1	0	0	0	0	60120	Mill and OL 1.5"
Malibu Canyon Dr	END	END	4020	26	1	2	0	0	0	104520	Mill and OL 1.5"
Mapleash Ave	E 9th	Tom J Hitch Blvd	4990	24	0	0	1	0	0	119760	OL 1.5" Striping, Edge Mill
Martin Dr	City Limits (271 Martin)	Lem St	490	14	0	0	0	0	0	6860	OL 1.5"
McIntire Dr	Robinson Dr	Brookside Dr	880	20	0	0	0	1	0	17600	OL 1.5", Pavement Repair
McIntosh Dr	Ashwood Dr	Birchwood Dr	890	24	0	0	0	1	0	21360	OL 1.5", Pavement Repair
Midway Ave	Mapleash Ave	N Jackson St	720	20	0	0	0	0	0	14400	OL 1.5"
N High St	N James Campbell Blvd	W 6th St	2820	46	1	0	1	0	0	129720	Mill and OL 1.5", Striping
N Jackson St	E 9th St	Midway Ave	310	16	0	0	0	0	0	4960	OL 1.5"

Street Name	Intersection 1	Intersection 2	Length (ft)	Width (ft)	Mill 1=YES	Culdesac 1=YES	Striping 1=YES	Repair 1=YES	Signal Loops 1=YES	Area (sqft)	Work Summary
Nelson St	Myers Ave	Rainey St	290	26	1	0	0	0	0	7540	Mill and OL 1.5"
Nowlin Dr	END	Nowlin Ct	950	24	0	0	0	0	0	22800	OL 1.5"
Old Bear Creek Pk	400' E of Cody Dr	End	900	20	0	0	0	0	0	18000	OL 1.5"
Old Williamsport Pk	City Limits	W James Campbell Blvd	620	22	0	0	1	0	0	13640	OL 1.5", Striping
Parker St (North)	W 10th St	W 11th St	580	22	0	0	0	0	0	12760	OL 1.5"
Pearl St	W 4th St	W 5th St	400	18	0	0	0	0	0	7200	OL 1.5", Edge Mill
Pleasant Dr	Bridge Culvert	Trotwood Ave	1350	30	0	0	1	0	0	40500	OL 1.5", Striping
Public Sq	END	END	1150	65	1	0	1	0	0	74750	Mill and OL 1.5", Striping
Rodeo Dr	Williamsport Pk	END	1610	28	1	0	1	0	0	45080	Mill and OL 1.5", Striping
S Glade St	E 7th St	E 9th St	900	40	0	0	1	0	1	36000	OL 1.5", Striping, Edge Mill
S Jackson St	Carmack Blvd	Alexander St	480	24	0	0	0	1	0	11520	OL 1.5", Pavement Repair
S Jackson St	Alexander St	END	490	20	0	0	0	0	0	9800	OL 1.5"
S Main St	E 13th St	E 15th St	850	40	1	0	1	0	0	34000	Mill and OL 1.5", Striping
S Main St	E 17th St	W 18th St	850	36	1	0	1	0	0	30600	Mill and OL 1.5", Striping
S Main St	E 15th St	E 17th St	760	44	1	0	1	0	0	33440	Mill and OL 1.5", Striping
School St	W 8th St	W 11th St	1660	30	1	0	0	0	0	49800	Mill and OL 1.5"
School St	W 12th St	W 13th St	490	30	1	0	0	0	0	14700	Mill and OL 1.5"
School St	W 13th St	W 14th St	440	22	0	0	0	0	0	9680	OL 1.5"
Shores Dr	Cody Dr	END	160	28	1	1	0	0	0	4480	Mill and OL 1.5"
Sidco Dr	Mooreville Pk	150' E of Kennedy Dr	500	38	1	0	0	0	0	19000	Mill and OL 1.5"
Skyline Dr	Mooreville Pk	END	1540	36	1	0	0	0	0	55440	Mill and OL 1.5"
Smith St	Bridge St	END	330	22	0	0	0	0	0	7260	OL 1.5"
Spainwood St	Sunnyside Lane	Cowan St	1430	22	0	0	0	0	0	31460	OL 1.5"
St Catherine Ct	END	Rodeo Dr	300	26	1	1	0	0	0	7800	Mill and OL 1.5"
St Margaret Cir	Rodeo Drive	END	880	26	1	1	0	0	0	22880	Mill and OL 1.5"
Sycamore St	W Willow St	E Willow St	430	30	1	0	0	0	0	12900	Mill and OL 1.5"
Thomas Ave	Eugene Rd	Alexander Ln	430	26	1	0	0	0	0	11180	Mill and OL 1.5"
Tinsley Ln	Cheairs Circle (North)	Austell Dr	1170	20	0	0	0	0	0	23400	OL 1.5"
Tom Sharp Rd	Shadowbrook Dr	150' S of Timberland Dr	380	30	0	0	1	1	0	11400	OL 1.5", Striping, Pavement Repair
W 11th St	School St	230' East of School St	230	22	1	0	0	0	0	5060	Mill and OL 1.5"
W 13th St	END	Galloway St	430	26	1	0	0	0	0	11180	Mill and OL 1.5"
W 19th St	Wedgewood Dr	Alpine Dr	364	16	0	0	0	0	0	5824	OL 1.5"
W 5th St	150' W of Pearl St	N Frierson St	430	20	1	0	0	0	0	8600	Mill and OL 1.5"
W 5th St	Armstrong St	150' W of Pearl St	880	20	0	0	0	0	0	17600	OL 1.5"
Wedgewood Dr	Hatcher Ln	W 19th St	760	20	0	0	1	0	0	15200	OL 1.5", Striping
White St	END	Mapleash Ave	580	18	0	0	0	0	0	10440	OL 1.5"
Wilkes St	E 7th St	E 8th St	630	18	0	0	0	0	0	11340	OL 1.5"
Winning Dr	Bradford Circle	Krissy Ct	1490	26	1	0	0	0	0	38740	Mill and OL 1.5"
Woodland St	E 9th	Cemetery St	2130	34	1	0	1	0	0	72420	Mill and OL 1.5", Striping
Woodland St	E 7th St	E 9th St	900	50	1	0	1	0	0	45000	Mill and OL 1.5", Striping
Woodside St	E 8th St	E 9th St	580	18	0	0	0	0	0	10440	OL 1.5"

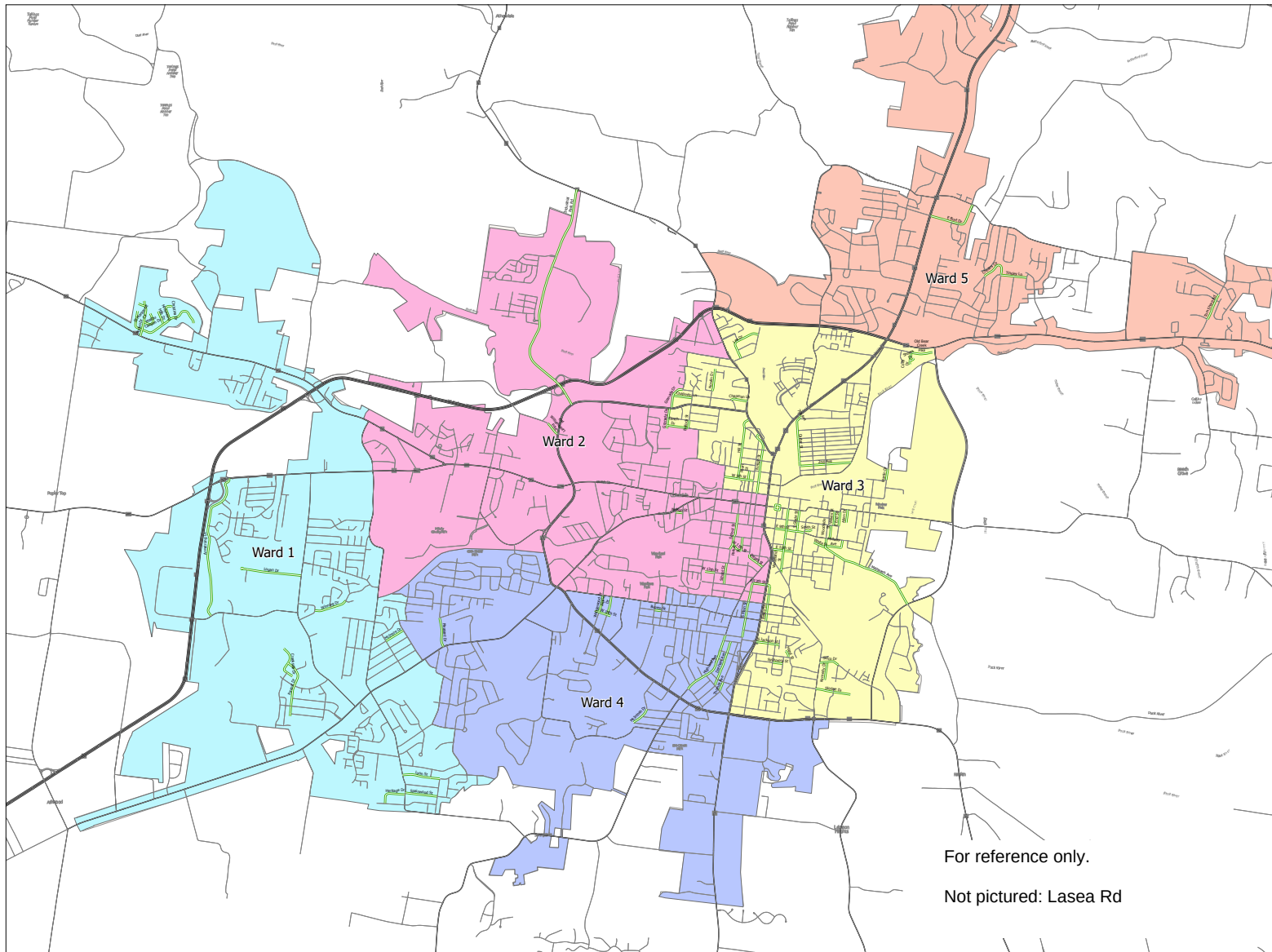
8.3 Pavement Marking Summary

Street Name	Intersection 1	Intersection 2	Length (ft)	Width (ft)	Striping Notes
2nd Ave	Carter St	Riverside Dr	2290	30	2 QTY Stop Bar
Alpine Dr	Hatcher Ln	W 19th St	866	18	50' DSYL, QTY 1 Stop Bar
Armstrong Ln	Hampshire Pk	Nickell Company	4480	22	4480 LF DSYL, 8960 LF SSWL, 1 QTY Stop Bar
Armstrong Ln	Nickell Company	Oakland Pkwy	2200	36	2200 LF DSYL, 4400 LF SSWL, 1 QTY Stop Bar, 1 Piano Key CW, 2-12 ft lanes, 6 ft shoulders
Carter St	7th Ave	2nd Ave	2400	38	2200' DSYL, 200' SSWL, Hatching, 6 Plastic Turn Lane Markers, 2 QTY Stop Bar
Chapman Ln	McCollum St	Santa Fe Pk	700	22	QTY 1 Stop Bar
Depot St	W 11th St	S Main St	970	44	970' DSYL, 1940' SSWL Shoulder/Parking Lane Stripe, 1 QTY Stop Bar
E 10th St	S Main St	S Glade St	880	22	QTY 4 Parallel Crosswalk, QTY 4 Stop Bar
E 9th St	S Main St	75 ft East of Bridge St	1410	28	1400' DSYL, QTY 4 Stop Bar
E Burt Dr	Nashville Hwy	Baker Rd	2460	24	2460' DSYL, QTY 1 Stop Bar
E End St	E 7th St	E 8th St	640	22	QTY 1 Stop Bar
Granada Dr	N James Campbell Blvd	END	910	22	100' DSYL, 1 QTY Stop Bar
Granada Dr	Chapman Ln	N James Campbell Blvd	540	20	150' DSYL, QTY 1 Stop Bar
Highland Ave	Pickens Ln	Nicholas Long Dr	3100	26	3100' DSYL, 6400' SSWL, 1 Plastic Turn Arrow
Industrial Park Rd	New Hwy 7 (Santa Fe Pk)	350' N of Duck River Rd	5810	30	5180' DSYL, 10360' SSWL, 1QTY Stop Bar, match existing striping
Industrial Park Rd	350' N of Duck River Rd	Duck River Bridge	860	44	860' DSYL, 2200' SSWL, approach taper hatch, match existing striping
Industrial Park Rd	Duck River Bridge	650' N of WB Ramps US-412	1600	44	1600' DSYL, 3200' SSWL, match existing striping
Industrial Park Rd	650' N of WB Ramps US-412	Bridge over US-412	820	50	1640' DSYL, 1640' SSWL, match existing striping
Industrial Park Rd	Bridge of US-412	W James Campbell Blvd	900	54	1800' DSYL, 1800' SSWL, match existing striping
Lasea Rd	City Limits	Bear Creek Pike	650	22	650' DSYL, 100' SSWL
Mapleash Ave	E 9th	Tom J Hitch Blvd	4990	24	4990' DSYL, 9980' SSWL
N High St	N James Campbell Blvd	W 6th St	2820	46	3200' DSYL, 600' SSWL, 6 QTY Stop Bar, 4 QTY Parallel Crosswalk, 3 Plastic Turn Lanes Markers
Old Williamsport Pk	City Limits	W James Campbell Blvd	620	22	620' DSYL, 1280' SSWL, 2QTY Plastic Turn Lane Arrows
Pleasant Dr	Bridge Culvert	Trotwood Ave	1350	30	1350' DSYL, 200' SSWL, QTY 1 Stop Bar, QTY 2 Plastic Turn Arrow
Public Sq	END	END	1150	65	300' DSYL, Qty 6 Piano Key Cross Walks, Parking Stall Striping and Markings
Rodeo Dr	Williamsport Pk	END	1610	28	200 LF DSYL, 400 LF SSWL, 1 QTY Stop Bar from Williamsport Pk to Malibu Canyon Dr
S Glade St	E 7th St	E 9th St	900	40	900' DSYL, QTY 3 Stop Bar, Intersection hatching, match existing.
S Main St	E 13th St	E 15th St	850	40	850' DSYL
S Main St	E 17th St	W 18th St	850	36	850' DSYL, QTY 1 Stop Bar
S Main St	E 15th St	E 17th St	760	44	760' DSYL, QTY 4 Stop Bar
Tom Sharp Rd	Shadowbrook Dr	150' S of Timberland Dr	380	30	380' DSYL
Wedgewood Dr	Hatcher Ln	W 19th St	760	20	50' DSYL, QTY 1 Stop Bar
Woodland St	E 9th	Cemetery St	2130	34	200' DSYL, QTY 1 Stop Bar
Woodland St	E 7th St	E 9th St	900	50	900' DSYL, QTY 4 Stop Bar

8.3 Manholes and Valves Summary for Non-Cold Planed Streets

Street Name	Intersection 1	Intersection 2	Length (ft)	Width (ft)	MH	Valve
Allen Dr	END	Iron Bridge Rd	580	12	2	0
Alpine Dr	Hatcher Ln	W 19th St	866	18	0	1
Armstrong Ln	Hampshire Pk	Nickell Company	4480	22	0	0
Armstrong Ln	Nickell Company	Oakland Pkwy	2200	36	6	0
Bailey St	Carmack Blvd	E 17th St	1700	26	3	1
Brown St	Scribner Ave	Parkway Ave	312	14	2	0
Bullock St	Elaine Dr	Clinch Dr	360	20	1	0
Chapman Ln	Grenada Dr	Bullock St	830	22	0	0
Chapman Ln	McCollum St	Santa Fe Pk	700	22	3	0
Cheairs Cir	Spring Ln	Tinsley Ln	1330	16	0	0
Clinch Dr	Grenada Dr	Bullock St	970	20	3	0
Creekside Dr	END	END	1690	22	1	2
E Burt Dr	Nashville Hwy	Baker Rd	2460	24	0	3
Forrest Dr	Westfield Dr	END	1410	24	4	4
Forrest Dr	Creekside Dr	Westfield Dr	1190	20	2	1
Granada Dr	N James Campbell Blvd	END	910	22	0	1
Granada Dr	Chapman Ln	N James Campbell Blvd	540	20	0	3
Hazel St	END	Polk St	340	24	1	0
Heritage Dr	Rockland Dr	Sunnyside Lane	1240	20	0	0
Highland Ave	Pickens Ln	Nicholas Long Dr	3100	26	9	5
Industrial Park Rd	New Hwy 7 (Santa Fe Pk)	350' N of Duck River Rd	5810	30	0	0
Industrial Park Rd	350' N of Duck River Rd	Duck River Bridge	860	44	0	0
Industrial Park Rd	Duck River Bridge	650' N of WB Ramps US-412	1600	44	0	0
Lasea Rd	City Limits	Bear Creek Pike	650	22	0	0
Lee Dr	River Heights Dr	River Heights Dr	1880	18	7	0
Logan Dr	END	Rutherford Lane	2830	20	0	0
Mapleash Ave	E 9th	Tom J Hitch Blvd	4990	24	7	3
Martin Dr	City Limits (271 Martin)	Lem St	490	14	0	0
McIntire Dr	Robinson Dr	Brookside Dr	880	20	3	1
McIntosh Dr	Ashwood Dr	Birchwood Dr	890	24	0	0
Midway Ave	Mapleash Ave	N Jackson St	720	20	1	0
N Jackson St	E 9th St	Midway Ave	310	16	0	0
Nowlin Dr	END	Nowlin Ct	950	24	0	0
Old Bear Creek Pk	400' E of Cody Dr	End	900	20	0	1
Old Williamsport Pk	City Limits	W James Campbell Blvd	620	22	0	1
Parker St (North)	W 10th St	W 11th St	580	22	2	0
Pearl St	W 4th St	W 5th St	400	18	1	1
Pleasant Dr	Bridge Culvert	Trotwood Ave	1350	30	0	0
S Glade St	E 7th St	E 9th St	900	40	2	1
S Jackson St	Carmack Blvd	Alexander St	480	24	4	1
S Jackson St	Alexander St	END	490	20	3	3
School St	W 13th St	W 14th St	440	22	1	0
Smith St	Bridge St	END	330	22	0	0
Spainwood St	Sunnyside Lane	Cowan St	1430	22	0	1
Tinsley Ln	Cheairs Circle (North)	Austell Dr	1170	20	1	1
Tom Sharp Rd	Shadowbrook Dr	150' S of Timberland Dr	380	30	0	0
W 19th St	Wedgewood Dr	Alpine Dr	364	16	0	0
W 5th St	Armstrong St	150' W of Pearl St	880	20	3	1
Wedgewood Dr	Hatcher Ln	W 19th St	760	20	0	1
White St	END	Mapleash Ave	580	18	2	0
Wilkes St	E 7th St	E 8th St	630	18	0	0
Woodside St	E 8th St	E 9th St	580	18	4	0

8.4 Supplemental Map



PART 9 DESCRIPTION OF CONSTRUCTION TYPES ON RESURFACING LIST

9.1 OVERLAY 1 ½ INCH

9.1.1 Resurface street indicated on the list with 1 ½ inch normal thickness Bid Item #3 TDOT 307-01.10 ASPHALT CONCRETE MIX (PG64-22) (ACS) GRADING C-W (SURFACE), (includes TDOT 403-02.01 TRACKLESS TACK COAT);

Or, resurface street indicated on the list with 1 ½ inch normal thickness Bid Item #4 TDOT 411-01.10 ASPHALT CONCRETE MIX (PG64-22) (ACS) GRADING D (SURFACE), (includes TDOT 403-02.01 TRACKLESS TACK COAT).

9.2 OVERLAY 2 INCH

9.2.1 Resurface street indicated on the list with 2 inch normal thickness Bid Item #3 TDOT 307-01.10 ASPHALT CONCRETE MIX (PG64-22) (ACS) GRADING C-W (SURFACE), (includes TDOT 403-02.01 TRACKLESS TACK COAT).

9.3 MILL & OVERLAY 1 ½ INCH

9.3.1 Cold plane street indicated on list 1 ½ inch depth, TDOT 415-01.02 COLD PLANING (1.5 INCH DEPTH), (includes removal and disposal of material) and;

Resurface street indicated on the list with 1 ½ inch normal thickness TDOT 307-01.10 ASPHALT CONCRETE MIX (PG64-22) (ACS) GRADING C-W (SURFACE), (includes TDOT 403-02.01 TRACKLESS TACK COAT);

Or, resurface street indicated on the list with 1 ½ inch normal thickness TDOT 411-01.10 ASPHALT CONCRETE MIX (PG64-22) (ACS) GRADING D (SURFACE), (includes TDOT 403-02.01 TRACKLESS TACK COAT).

9.4 EDGE MILL & OVERLAY 1 ½ INCH

9.4.1 Cold plane the edge of the street as indicated on the detail in PART 8 TDOT 415-01.02 COLD PLANING (1.5 INCH DEPTH), (includes removal and disposal of material) and;

Resurface street indicated on the list with 1 ½ inch normal thickness TDOT 307-01.10 ASPHALT CONCRETE MIX (PG64-22) (ACS) GRADING C-W (SURFACE), (includes TDOT 403-02.01 TRACKLESS TACK COAT);

Or, resurface street indicated on the list with 1 ½ inch normal thickness TDOT 411-01.10 ASPHALT CONCRETE MIX (PG64-22) (ACS) GRADING D (SURFACE), (includes TDOT 403-02.01 TRACKLESS TACK COAT).

9.4 PAVEMENT REPAIR

- 9.4.1 Saw cut repair area as specified by the ENGINEER. Remove pavement, mineral aggregate base, and any unsuitable subgrade to a depth specified by the ENGINEER. Compact subgrade. Install mineral aggregate base in lifts of a maximum thickness of 6 inches and compact. Install TDOT 307-01.08 ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2, (includes TDOT 402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC) to a minimum normal thickness of 2 inches or to a thickness specified by the ENGINEER. Pavement repairs on streets with cold planing or in areas that will be milled shall be completed prior to any milling.

END OF SECTION

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

APPENDICES

A. Notice of Substantial Completion / Release and Waiver Claim

B. Sample of Payment Application

C. Public Notice of Street Resurfacing

D. Phone Numbers for Various Utility Companies

E. Weekly Paving Schedule

APPENDIX A

Notice of Substantial Completion / Release and Waiver Claim

RELEASE AND WAIVER CLAIM
BY
CONTRACTORS, SUBCONTRACTORS AND MATERIAL VENDORS

STATE OF _____

COUNTY OF _____

Personally appeared before me the undersigned authority in and for said County and State

_____, _____
Name Title

of _____
Name of Company

Who being duly sworn by me state on oath that all payrolls, materials, bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full or the funds are in hand to discharge such liabilities when due, incurred for use in the performance of subcontract or furnishing the material for

Type of Work or material

on _____
Name of Project

and upon receipt of final payment in the amount of

\$ _____

waives any claims and releases, from any rights the above named property, or claims for debts due and owing by virtue of the furnishing of any material, supplies or lien thereon.

BY _____

TITLE: _____

DATE: _____

Sworn to and subscribed before me this

_____ day of _____, _____.

Notary Public

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT

DATE OF ISSUANCE

OWNER

OWNER's Contract No.

CONTRACTOR ENGINEER

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO OWNER

And To CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

.....
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

APPENDIX B

Sample of Payment Application

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):

PROJECT:

FROM (CONTRACTOR):

VIA (ARCHITECT):

APPLICATION NO:

Distribution to:

- ☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

ARCHITECT'S

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

1. ORIGINAL CONTRACT SUM \$
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 + 2) \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$

5. RETAINAGE:
- a. _____ % of Completed Work \$ _____
(Column D + E on G703)
- b. _____ % of Stored Material \$ _____
(Column F on G703)

- Total Retainage (Line 5a + 5b or Total in Column I of G703) \$
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$

LESS PREVIOUS CERTIFICATES FOR PAYMENT

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
8. CURRENT PAYMENT DUE \$
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$

CONTRACTOR:

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____, 19____
Notary Public: _____
My Commission expires: _____

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA • © 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20005

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

G702-1983

APPENDIX C

Public Notice of Street Resurfacing



NOTICE

**THIS STREET IS SCHEDULED
FOR ROAD WORK ON THE
FOLLOWING DAY:**

**PLEASE REFRAIN FROM
PARKING ON THE STREET UNTIL
THE WORK IS COMPLETED. ANY
VEHICLES LEFT ON THE STREET
ARE SUBJECT TO BE TOWED.
IF YOU HAVE ANY QUESTIONS
PLEASE CONTACT THE CITY OF
COLUMBIA ENGINEERING
DEPARTMENT AT 931-560-1560.
THANK YOU FOR YOUR
COOPERATION.**



APPENDIX D

Phone Numbers for Various Utility Companies

City of Columbia and External Contacts

City of Columbia - Development Services Glenn Harper, PE Douglas Toney, PE Neil Scruggs, EI 700 N Garden Street Columbia, TN 38401 (931) 560-1560	Maury County – Highway Department Ken McKee, Road Superintendent 1210 Industrial Park Road Columbia, TN 38401 (931) 375-6202
City of Columbia – Fire Department Chris Cummins 700 N Garden Street Columbia, TN 38401 (931) 560-1700	Maury County - Register of Deeds John Fleming One Public Square, #108 Columbia , Tennessee 38401 (931) 375-2101
City of Columbia - Public Works Department Jeff Dewire 110 Santa Fe Pike Columbia, TN 38401 (931) 388-8650	Maury County- Property Assessor Bobby Daniels 6 Public Square Columbia , Tennessee 38401 (931) 375-4001
City of Columbia - Wastewater System Donny Boshers 1244 Treatment Plant Rd Columbia, TN 38401 (931) 560-1001	Atmos Energy (Natural Gas) Justin Seiber P.O. Box 1196 Columbia , Tennessee 38402-1196 (931) 388-9136
Columbia Power and Water Systems - Water Matt Wheeler 201 Pickens Lane Columbia, TN 38401 (931) 388-4833	ATT Brian Gomez 904 South High Street Columbia , Tennessee 38401 (931) 380-3448
Columbia Power and Water Systems - Power Ryan Massey, PE 201 Pickens Lane Columbia, TN 38401 (931) 388-4833	TDOT Local Office Lee Rogers 6202 Cayce Lane Columbia, TN 38401 (931) 698-3613
	TDEC – Columbia Environmental Field Office 1421 Hampshire Pike Columbia, TN 38401 (931) 380-3371

APPENDIX E

Weekly Paving Schedule

Weekly Paving Schedule

PAVING GROUP, INC.

Address

PH:

, FAX

SAMPLE

Columbia City Street Contract #E 2011 - 01

For week beginning Monday:

Date:

=completed

Date	Milling			Paving	
	Street	Quantity Sq Yd	Tons	Street	Est Tons
00/00/00				N. Beckett Street	120
Monday				Phyllis Drive (Example)	120
	Total	0	0	Total	240
00/00/00				Highland Ave	746
Tuesday					
	Total	0	0	Total	746
00/00/00					
Wednesday					
	Total	0	0	Total	0
00/00/00					
Thursday					
	Total	0	0	Total	0
00/00/00					
Friday					
	Total	0	0	Total	0

Total Weekly Quantities: 0 0 986

NOTE!

This is the anticipated schedule. Paving could be delayed due to weather or other unforeseen circumstances.

This Excel Chart Layout will be provided to the contractor.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lauryn Shockey, Administrative Assistant, LShockey@columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE FORM 2 AND OTHER REQUIRED DOCUMENTS TO OBTAIN NEEDED EASEMENTS, IN AN AMOUNT UP TO \$350,000, FOR THE NASHVILLE HWY AND BEAR CREEK PIKE INTERSECTION IMPROVEMENTS.

RECOMMENDATION: Approve.

INFORMATION: In following Federal and State requirements, these tracts were appraised and verified in order to obtain needed rights-of-way, slope, drainage, and construction easements for improvements to the Nashville Highway and Bear Creek Pike intersection.

This project is funded with 80% Federal and 20% State funds.

CERTIFICATION: The Chief Financial Officer certifies that \$350,000 is budgeted and unencumbered in Grants-Bear Creek Pike/Hwy 31.

ATTACHMENTS: Easements Staff Report, Right-of-Way Plans.



GRESHAM
SMITH

222 2ND AVENUE SOUTH
Nashville, Tennessee 37201
615.770.8100
WWW.GRESHAMSMITH.COM

CITY OF COLUMBIA
U.S. 412 AT U.S. 31
INTERSECTION
IMPROVEMENTS
MAURY COUNTY, TENNESSEE

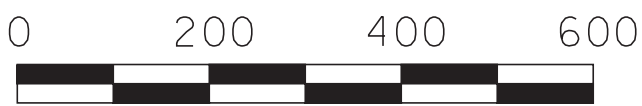
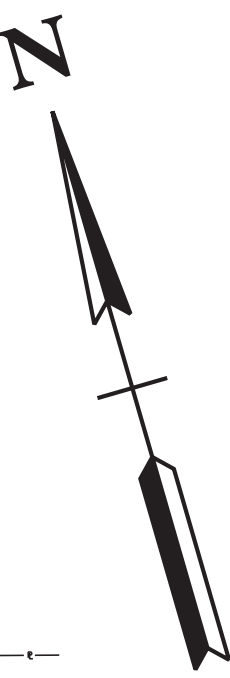
R.O.W.
PLANS

PROPERTY MAP

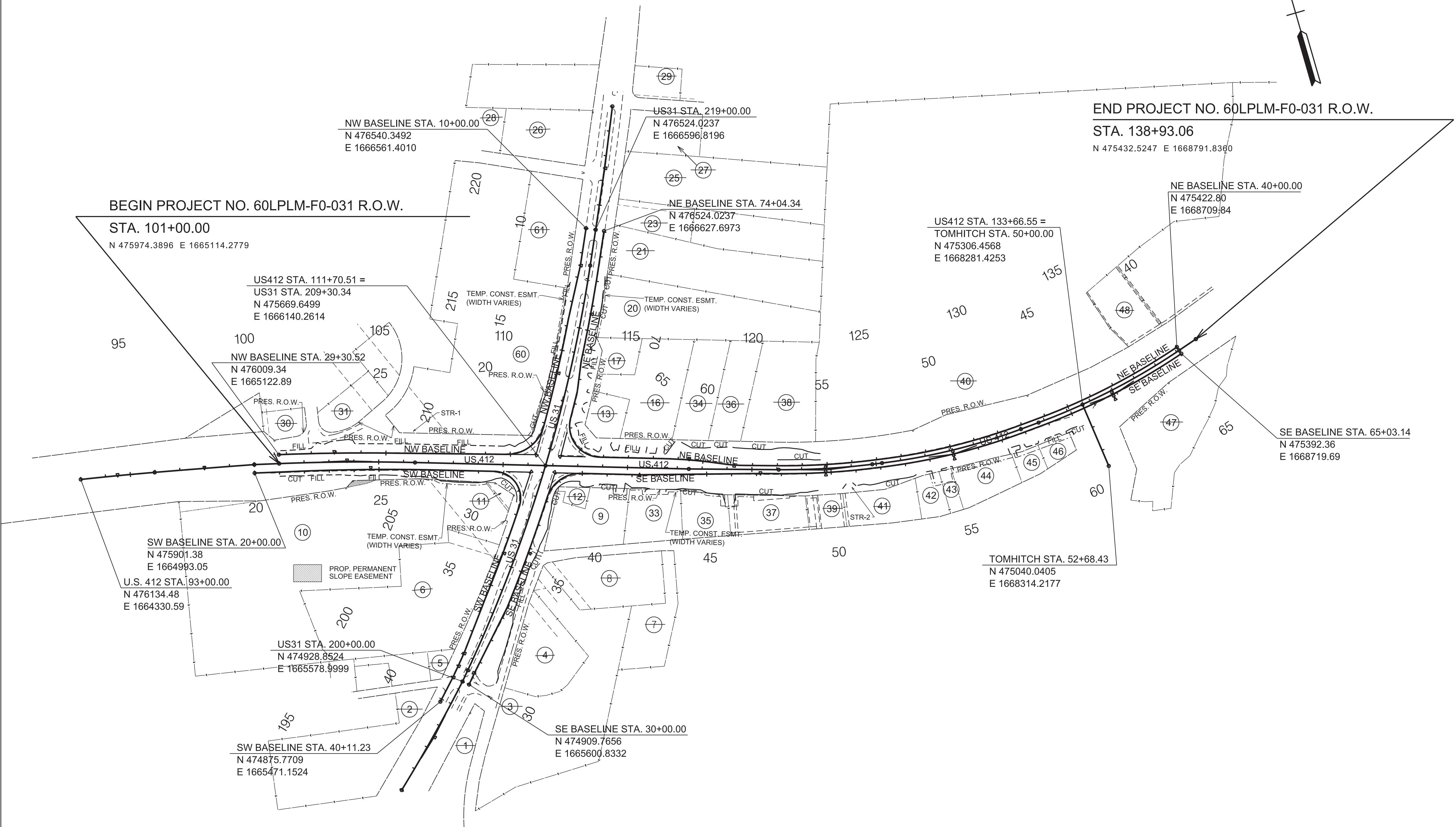
U.S. 412 AT U.S. 31
INTERSECTION
IMPROVEMENTS

3A

SCALE: 1"=200'
PROJECT: 43717.00
DATE: 2025



COORDINATE VALUES ARE NAD/83 (2011) WITH NO DATUM ADJUSTMENT, AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.



5/9/2025 3:45:56 PM
NA4371700\CIWork\K\OICAD\T\003B.sht

R.O.W. ACQUISITION TABLE						R.O.W. ACQUISITION TABLE												
TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)				
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERM DRAINAGE	SLOPE	CONST	AIR RIGHTS	PERM RAILROAD
				BOOK	PAGE													
1	LOUIS L. WEST	090G B	031.00	WB35	117		9.300	9.300					9.300					
2	ROBERT S. PARKS ETUX	090B B	30.00	1214	174	3.400		3.400				3.400						
3	BUTLER VENTURES LLC	090	021.02	R2306	1096		5.700	5.700					5.700					
4	BAXTER ENTERPRISES	090	022.00	R2545	1230		1.000	1.000					1.000					
5	PMS HOLDINGS LLC	090G A	017.00	R2347	831	1.000		1.000				1.000						
6	CERT LLC	090B B	035.00	R2120	1284	5.470		5.470				5.470						
7	BUTLER VENTURES LLC	090	021.02	R2306	1096	5.700		5.700				5.700						
8	BIC INVESTMENTS LLC	090	021.01	R2539	133		2.000	2.000					2.000					
9	ARCHLAND PROPERTY I LLC	090B C	002.01	R1812	518		1.490	1.490					1.490			1352 S.F.		
10	1101 NASHVILLE HWY LLC	090B B	033.00	R2692	32		13.920	13.920					13.920		740 S.F.	2233 S.F.		
11	COLUMBIA NEON CO. INC.	090B B	031.00	1113	996		1.000	1.000					1.000					
12	NEW MILLENNIUM PROPERTIES INC.	090B C	033.00	R1690	554		1.000	1.000					1.000					
13	EDWARDS REAL ESTATE LLC	090B C	034.01	R1637	630	1.000		1.000				1.000						
16	RBI-BOISE 11 LLC	090B C	034.02	R2401	327	2.220		2.220				2.220						
17	WAFFLE HOUSE INC.	090B C	035.00	R2430	1406		0.530	0.530					0.530					
20	TRUSTEES OF THE CUMBERLAND PRESBYTERIAN CHURCH OF COLUMBIA TENNESSEE	090B C	006.00	317	258-259		3.500	3.500					3.500			1776 S.F.		
21	WALKER JEAN L. TRUSTEE OF JEAN WALKER RES. TRUST	090B C	037.00	1258	972,974,976		3.000	3.000					3.000					
23	PACIFIC EASTERN CORPORATION	090B C	038.01	R2463	1063		0.860	0.860					0.860					
25	KENSINGTON APARTMENTS LLC	090B C	039.00	R2560	472		4.030	4.030					4.030					
26	HIGGS REVOCABLE LIVING TRUST	0750 C	037.00	R2174	750	1.620		1.620				1.620						
27	VRAILAS CONSTANTINE	090B C	010.00	R2042	963		1.140	1.140					1.140					
28	NGUYEN QUAN V. ETUX HUONG THI DO	0750 C	036.00	R2400	1079	2.000		2.000				2.000						
29	TJ-1110 HWY COLUMBIA TN LLC	090B C	011.01	R2910	1430		0.550	0.550					0.550					
30	JOSE MATA ETUX	090B D	041.00	R2469	630	1.000		1.000				1.000						
31	POLLY JAMES REED ETUX KELLY JOHNSON POLING	090B D	010.00	R2610	1150	1.000		1.000				1.000						
33	OCTOBER SKY TN LLC	090B C	002.00	R2865	954		1.070	1.070					1.070			2897 S.F.		
34	BINHAI INVESTMENT INC.	090B C	034.03	R2477	1470	1.350		1.350				1.350						
35	BEN KITTRELL	090B C	001.02	R2950	821-826		0.787	0.787					0.787			2158 S.F.		
36	CVHC4 LLC	090B C	034.04	R2196	1450	1.200		1.200				1.200						
37	BEN KITTRELL	090B C	001.00	R2950	821-826		1.076	1.076					1.076			2302 S.F.		
38	TENNESSEE FARM BUREAU FEDERATION	090B C	034.00	R2505	1045	3.600		3.600				3.600						
39	LKJ PROPERTIES LLC	090F A	037.01	R2410	1064		1.000	1.000					1.000					
40	TENNESSEE FARM BUREAU FEDERATION	090	038.00	617	494	40.000		40.000				40.000						
41	BRIDGENORTH LIQUIDATED TRUST JEREMY W. PRINCE TRUSTEE	090F A	037.00	R2474	1300		1.000	1.000					1.000					
42	MARIA LYNN CHRISTENSEN, TRUSTEE OF THE CHRISTENSEN REVOCABLE LIVING TRUST	090F A	006.00	R2737	166-169		0.430	0.430					0.430			1998 S.F.		
43	MARIA LYNN CHRISTENSEN, TRUSTEE OF THE CHRISTENSEN REVOCABLE LIVING TRUST	090F A	005.01	R2737	166-169		0.205	0.205					0.205			2504 S.F.		
44	COLUMBIA FARM SUPPLY LLC	090F A	004.00	R1528	613		0.865	0.865					0.865			0.101		
45	ROBERT L. JACOBY, II AND WIFE A. LARA JACOBY	090F A	002.00	R2177	1247-1249		0.566	0.566					0.566			1633 S.F.		
46	ROBERT L. JACOBY, II AND WIFE A. LARA JACOBY	090F A	001.00	R2285	1214-1215		0.280	0.280					0.280			2476 S.F.		
47	VAUGHN JOSHUA A. SR.	090	019.00	R2353	172		2.470	2.470					2.470					
48	TENNESSEE FARM BUREAU FEDERATION	090	039.00	R1580	094	1.100		1.100				1.100						
49	GONZALES EUGENE R. ETUX CYNTHIA	090B D	020.00	R2530	1007	1.000		1.000				1.000						
60	HUNT PROPERTIES GP	090B B	025.01	R2537	1370	10.740		10.740				10.740				2807 S.F.		
61	HUNT PROPERTIES GP	090B B	025.00	R2537	1363	2.170		2.170				2.170						
ACQUISITION TOTALS (ACRES)															740 S.F.	0.655		

TRACT NOS. 14, 15, 18, 19, 22, 24, 32 NOT USED

DISTURBED AREA	
IN BETWEEN SLOPE LINES	6.78 (AC)
CONST. ESMT. (OUTSIDE SLOPE LINES)	1.80 (AC)
TOTAL DISTURBED AREA	8.58 (AC)
TOTAL UNDISTURBED AREA	7.57 (AC)
TOTAL PROJECT AREA	16.15 (AC)



G R E S H A M
S M I T H

222 2ND AVENUE SOUTH
Nashville, Tennessee 37201
615.770.8100
WWW.GRESHAMSMITH.COM

CITY OF COLUMBIA
U.S. 412 AT U.S. 31
INTERSECTION
IMPROVEMENTS

MAURY COUNTY, TENNESSEE

R.O.W.
PLANS

REV. 11/04/2024
UPDATED INFORMATION FOR TRACTS
14, 15, 18, 19, 20, 35, 37, 42, 43, 45 AND 46.

REV. 05/12/2025
REMOVED TRACTS 14,15,18,19,22,24,32.
ADDED TRACTS 60 & 61.
REVISED TOTAL AREA FOR TRACTS
35, 37, 42, 43, 44, 45, 46.

RIGHT-OF-WAY
ACQUISITION
TABLE

U.S. 412 AT U.S. 31
INTERSECTION
IMPROVEMENTS

3B

SCALE: N.T.S.
PROJECT: 43717.00
DATE: 2025



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lauryn Shockey, Administrative Assistant, LShockey@columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: APPROVE THE MAYOR TO SIGN THE HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF COLUMBIA, TENNESSEE AND JOHNSON'S HORSEPOWERED GARAGE AT 702 WOODLAND STREET - WARD 3

RECOMMENDATION: Approve and authorize the Mayor to sign the Hold Harmless Agreement between the City of Columbia and Johnson's Horsepowered Garage.

INFORMATION: The applicant installed exterior pavers along the frontage, with the intention to enhance the visual aesthetics and improve access to its motor showroom as shown in Exhibit A.

In exchange for making the Property available to Johnson's Horsepowered Garage for such purposes, Johnson's Horsepowered Garage desires to hold harmless City of Columbia from any claims and/or litigation arising out of Johnson's Horsepowered Garage use of the Property.

CERTIFICATION:

ATTACHMENTS: Johnson's Horsepowered Garage Hold Harmless Staff Report, Exhibit A, Hold Harmless Agreement

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on June 12th, 2025 by and between the City of Columbia Tennessee (hereinafter, "City of Columbia"), of 700 N Garden St, Columbia, Tennessee 38401 and Johnson's Horsepowered Garage (hereinafter, Johnson's Horsepowered Garage) of 702 Woodland Street, Columbia, TN, 38401. City of Columbia and Johnson's Horsepowered Garage are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Johnson's Horsepowered Garage desires to use City of Columbia's property located at 702 Woodland Street, Columbia, TN, 38401 (the "Property") for the installation of exterior pavers along the frontage, with the intent to enhance visual aesthetics and improve access to its motor showroom, as shown in Exhibit A; and

WHEREAS, in exchange for making the Property available to Johnson's Horsepowered Garage for such purposes, Johnson's Horsepowered Garage desires to hold harmless City of Columbia from any claims and/or litigation arising out of Johnson's Horsepowered Garage use of the Property; and

WHEREAS, the City of Columbia may reclaim the use of said property and demand the immediate removal of any structure without compensation to Johnson's Horsepowered Garage; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, City of Columbia and Johnson's Horsepowered Garage hereby agree as follows:

TERMS

1. Hold Harmless. Johnson's Horsepowered Garage shall fully defend, indemnify, and hold harmless City of Columbia from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Johnson's Horsepowered Garage, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to City of Columbia for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Tennessee law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Tennessee law.

8. Applicable Law. This Agreement shall be governed exclusively by the laws of Tennessee, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Tennessee. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures. This Agreement shall be signed on behalf of City of Columbia by Charles (Chaz) M. Molder, Mayor and on behalf of Johnson's Horsepowered Garage by Jason Johnson, and effective as of the date first written above.

CITY OF COLUMBIA:

BY:

CHARLES (CHAZ) M. MOLDER, MAYOR

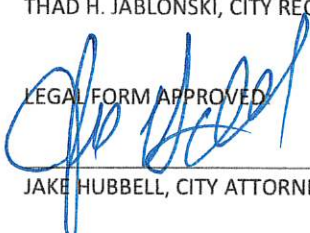
DATE: _____

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

DATE: _____

LEGAL FORM APPROVED



JAKE HUBBELL, CITY ATTORNEY

DATE: 5/29/25

2ND PARTY:

BY:



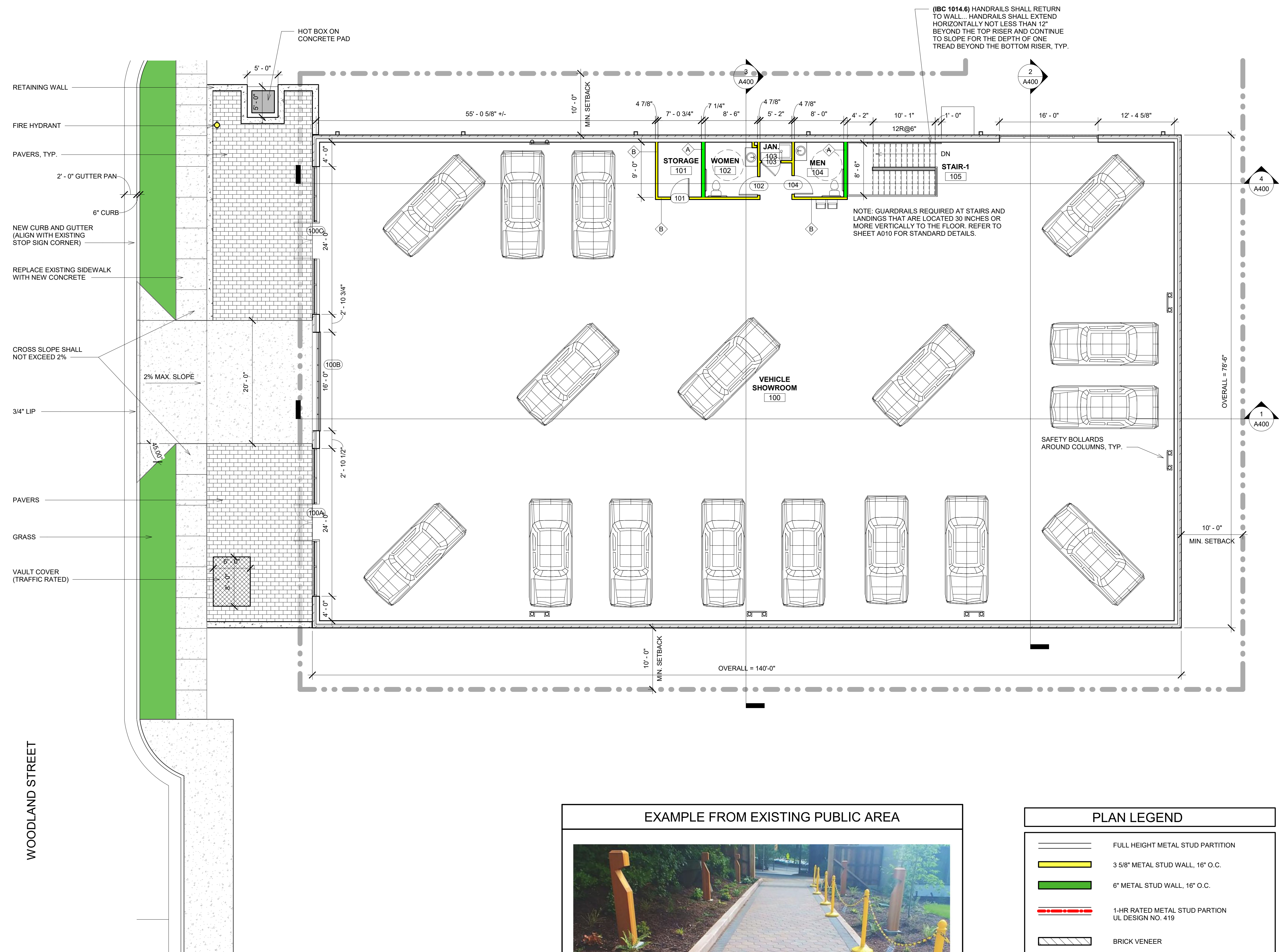
AUTHORIZED AGENT

DATE: 4-11-25

HOLD HARMLESS AGREEMENT

Page 3 of 3

EXHIBIT "A"

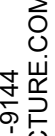


1 MAIN LEVEL PLAN



PLAN LEGEND	
	FULL HEIGHT METAL STUD PARTITION
	3 5/8" METAL STUD WALL, 16" O.C.
	6" METAL STUD WALL, 16" O.C.
	1-HR RATED METAL STUD PARTITION UL DESIGN NO. 419
	BRICK VENEER
	REINFORCED CONCRETE WALL

GENERAL NOTES	
1. PROVIDE BLOCKING AS REQUIRED FOR MILLWORK OR OTHER WALL HUNG ITEMS. 2. RESTROOMS TO BE INSULATED WITH SOUND ATTENUATION BATT INSULATION. 3. PROVIDE DUST SHIELD AND CONSTRUCTION BARRIERS DURING CONSTRUCTION. 4. ALL NEW WALLS ARE SHOWN TO BE 3-5/8" METAL STUDS UNLESS NOTED OTHERWISE.	

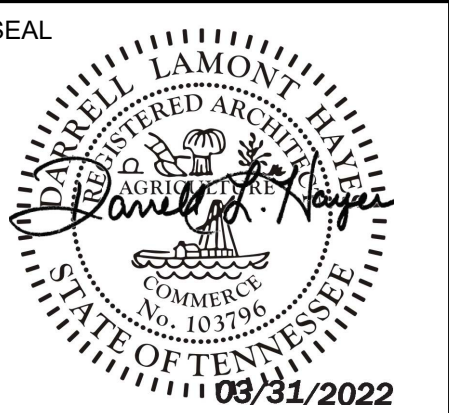


4636 LEBANON PIKE #364
HERMITAGE, TENNESSEE 37076
OFFICE: (615) 861-9144
INFO@VIVID1ARCHITECTURE.COM

CONSULTANT

CLIENT INFORMATION:

**Motor Vehicle Showroom For:
Johnson's Horsepowered Garage LLC**
702 WOODLAND STREET - COLUMBIA, TN 38401



ISSUE	DATE
ERMIT / CONSTR.	03/31/22
o. $\triangle$ REVISED	DATE
REVISION #5	04/25/25

A201

DRAWN:	D. HAYES
CHECKED:	D. HAYES
PROJECT	21-026



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lauryn Shockey, Administrative Assistant, LShockey@Columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE ADDENDUM NO. 3 OF THE AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR IRON BRIDGE ROAD OVER LYTLE CREEK BRIDGE REPLACEMENT IN THE AMOUNT OF \$304,148 - WARD 3 - DEVELOPMENT SERVICES.

RECOMMENDATION: Approve and authorize the Mayor to execute Addendum No. 3 with Barge Design Solutions.

INFORMATION: The City Council approved an agreement on August 13, 2020 with Barge Design Solutions. for the Iron Bridge Road over Lytle Creek Bridge Replacement Project and Amendment No. 3 is for additional services related to construction design and construction engineering inspection CEI services, CEI services are required by TDOT and FHWA. The attached modified scope of work and fee of the design portion would increase the contract by \$304,148, which brings the total contract amount to \$541,108.

CERTIFICATION: The Chief Financial Officer certifies that \$304,148 is budgeted and unencumbered in Grants-Iron Bridge.

ATTACHMENTS: Barge Design Solutions Addendum No. 3 Staff Report, Addendum No. 3

23-April-2025

Glenn Harper, P.E.
City Engineer
City of Columbia
700 North Garden Street
Columbia, TN 38401

Subject: **Request for Supplemental Compensation, Addendum 003**
 Proposal – CEI Services
 Bridge No.: 60009700003
 Termini: Iron Bridge Road, Bridge over Lytle Creek, Log Mile (LM) 1.300
 Maury County, Tennessee
 PIN: 130092.00

Dear Mr. Harper,

Barge Design Solutions, Inc. (Barge) is pleased to present this proposal for an CEI services for bridge replacement at Bridge No.: 60009700003. This proposal is an addendum to our existing contract with the City of Columbia for work at the Iron Bridge Road site.

Original Contract –	\$183,485 – Original Scope of Work
Addendum #1 –	\$48,275 – Right of Way Services
Addendum #2 –	\$5,200 – ACM Services
Addendum #3 -	\$304,148 – CEI Services (proposed herein)

Scope of Services, Schedule and Fee

Barge will perform CEI services for the new Iron Bridge Road bridge over Lytle Creek as outlined in Attachment A attached to this letter.

The timing of CEI services will be dependent upon the schedule and performance of the Contractor. For the purposes of this estimate, we have assumed 39 weeks of construction.

The estimated costs to implement the scope of services in this proposal are presented on page 2 of Attachment A.

Barge will submit monthly invoices for services completed during this project. We will not exceed our estimated budget without a change of the approved scope of services and prior authorization by the City.

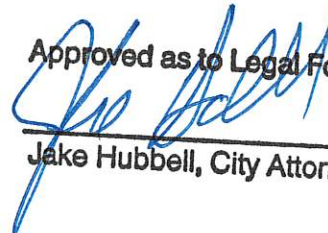
Sincerely,



Rachel Back, PE, CFM
Client Service Leader

Representative Authorizing work
for City of Columbia

Approved as to Legal Form:



Jake Hubbell, City Attorney

CEI services provided by Barge on this project will be performed in accordance with the project applicable procedures outlined in Chapter 8 - Pre-construction and Construction Procedures, of the *TDOT Local Government Guidelines for the Management of Federal and State-funded Transportation Projects*. The duration of CEI services of this project is assumed to be no longer than 9 months.

Project specific CEI services that Barge will provide are the following:

1. Contract Administration
 - a. Conduct pre-construction meeting, prepare and distribute pre-construction meeting notes
 - b. Prepare and distribute Start Notice upon the start of construction
 - c. Receive, file, and log shop drawings, submittals, RFIs, and change order requests
 - d. Distribute shop drawings, submittals, and RFIs to the approving party
 - e. Distribute reviewed shop drawings, submittals, and RFIs to the contractor
 - f. Receive and file contractor's weekly payrolls
 - g. Verify monthly employee wage rate interviews conform to the contract wage scale and match the contractor's payrolls.
 - h. Conduct bi-weekly progress meeting, prepare and distribute progress meeting notes
 - i. Receive and file material certifications and test reports
 - j. Prepare monthly pay estimates
 - k. Verify that materials certifications test reports are on file for applicable items prior to payment approval
 - l. Prepare and distribute Completion Notice upon completion of the construction work
 - m. Prepare end of job documentation for project closeout process
 - n. Deliver final project records to the City
2. Construction Inspection
 - a. Prepare daily work reports documenting construction activities, contractor personnel and equipment, weather conditions, and other pertinent information
 - b. Conduct weekly work zone traffic control reports
 - c. Conduct monthly employee wage rate reports
 - d. Measure and record pay items in accordance with TDOT Standard Specifications
 - e. Perform and document applicable materials acceptance testing in accordance with TDOT standard operating procedures
 - f. Monitor construction activities for conformance with the contract plans and specifications
 - g. Conduct final inspection
 - h. Prepare and distribute final inspection report and punch list, if necessary
 - i. Verify and document completion of punch list items

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below.

CEI services are proposed to be a Cost Plus (CP) fee type, as our scope for these services may vary. The estimated fees for these two items are based on an allowance of hours for both services. The client agrees to pay Barge on the basis of the Barge employee's hourly pay rates with TDOT audited overhead rate and a 10% profit. Expenses incurred while performing CP services such as printing, mileage, etc., will be billed directly at cost. The contract amounts for CP services, including

direct project expenses, will not exceed the amounts shown below without prior authorization by the Client.

PROJECT SCHEDULE: 9 MONTHS (39 WEEKS)					
LABOR (HOME OFFICE):					
RATE CATEGORY	HOURS /WEEK	WEEKS	HOURS	HOURLY RATE	LABOR AMOUNT
Principal Engineer - CEI	2.0	39	78.0	\$ 87.37	\$ 6,814.86
Records Manager	8.0	39	312.0	\$ 32.00	\$ 9,984.00
Sr. Project Manager	0.5	39	19.5	\$ 89.00	\$ 1,735.50
Project Administrator	0.5	39	19.5	\$ 40.00	\$ 780.00
Sr Bridge Engineer	0.5	39	19.5	\$ 98.00	\$ 1,911.00
LABOR =					\$ 21,225.36
FAR OH RATE (HOME) 206.62% =					\$ 43,855.84
DIRECT LABOR + OH =					\$ 65,081.20
FEE 10.0% =					\$ 6,508.12
HOME OFFICE LABOR TOTAL =					\$ 71,589.32
LABOR (FIELD OFFICE):					
RATE CATEGORY	HOURS /WEEK	WEEKS	HOURS	HOURLY RATE	LABOR AMOUNT
Sr. Construction Manager	4.0	39	156.0	\$ 60.06	\$ 9,369.36
Construction Inspector	50.0	39	1,950.0	\$ 35.00	\$ 68,250.00
LABOR =					\$ 77,619.36
FAR OH RATE (FIELD) 141.14% =					\$ 109,551.96
DIRECT LABOR + OH =					\$ 187,171.32
FEE 10.0% =					\$ 18,717.13
FIELD OFFICE LABOR TOTAL =					\$ 205,888.46
PREMIUM LABOR:					
RATE CATEGORY	HOURS /WEEK	WEEKS	HOURS	HOURLY RATE	LABOR AMOUNT
Construction Inspector	10.0	39	390.0	\$ 17.50	\$ 6,825.00
PREMIUM LABOR TOTAL =					\$ 6,825.00
MILEAGE (\$0.70 / MILE):					
RATE CATEGORY	TRIPS / WEEK	TRIPS	MILES / TRIP	MILES	MILEAGE AMOUNT
Principal Engineer - CEI	1	20	96	1,920	\$ 1,344.00
Sr. Construction Manager	1	39	96	3,744	\$ 2,620.80
Construction Inspector	6	234	96	22,464	\$ 15,724.80
MILEAGE TOTAL =					\$ 18,345.60
SUBCONSULTANT:					
Laboratory Materials Testing					\$ 1,500.00
TOTAL PROPOSED FEE =					\$ 304,148.38

The fees provided above are valid up to three (3) months from the date of this proposal.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jonathan Stotler, MIS Director, jstotler@columbiatn.gov, 931.560.1550

AGENDA ITEM TITLE: APPROVE PURCHASE FROM WAYPOINT COMMUNICATIONS FOR DISASTER RECOVERY EQUIPMENT AND IMPLIMENTATION SERVICES FOR THE AMOUNT OF \$131,333.56 UTILIZING NCPA

RECOMMENDATION: Approve.

INFORMATION: The Purchasing Agent approved the National Cooperative Purchasing Alliance contract bid #NCPA 01-196 for Dell, Inc. for a six-year term from November 1, 2023, to October 31, 2029. The vendor of record for the contract is Dell, Inc. Waypoint is a Dell partner.

Per Quote AAAQ24083 obtained from Waypoint reflecting our choice of configuration:

Two reproposed hosts and one data store and license fees totaling \$131,333.56

The total purchase is \$131,333.56 to Waypoint per NCPA State Contract #NCPA 01-196.

CERTIFICATION: The Chief Financial Officer certifies that \$131,333.56 is budgeted and unencumbered in Capital-MIS-Computer Equipment.

ATTACHMENTS: Staff Report, Quote.



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

QUOTE

Number AAAQ24083

Date May 16, 2025

Bill To

City of Columbia Tennessee
Jonathan Stotler
700 North Garden Street
Columbia, TN 38401

Phone (931) 560-1500
Email jstotler@columbiatn.com

Ship To

City of Columbia Tennessee
Jonathan Stotler
700 North Garden Street
Columbia, TN 38401

Phone (931) 560-1500
Email jstotler@columbiatn.com

Account Manager



Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Contract

NCPA
01-169

Notes:

Line	Qty	Description	Unit Price	Ext. Price
1	1	PowerStore 500T Dell Customer Racked	\$4,220.61	\$4,220.61
2	1	192GB Appliance DIMM 96GB Per Node	\$2,816.23	\$2,816.23
3	13	P1 NVME SED NON-FIPS SSD 3.84TB	\$6,377.21	\$82,903.73
4	13	ProSupport: Next Business Day On-Site Low Capacity SSD Add-On, 5 Years	\$1,868.75	\$24,293.75
5	1	25GBE OPTICAL 4 PORT CARD PAIR	\$717.67	\$717.67
6	1	Dual 1450W (200-240V) HIGH Line Only Power Supply	\$667.43	\$667.43
7	1	BASE UNIT CONFIG KIT	\$162.38	\$162.38
8	1	Dell Hardware Limited Warranty	\$316.41	\$316.41
9	1	ProSupport 7x24 Technical Support and Assistance 5 Years	\$1,165.26	\$1,165.26
10	1	ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	\$422.56	\$422.56
11	1	ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended	\$647.53	\$647.53
12	1	Dell Hardware Limited Warranty Plus On Site Service Extended Year	\$0.00	\$0.00
13	1	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	\$0.00	\$0.00
14	1	Informational Purposes Only	\$0.00	\$0.00

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

Line	Qty	Description	Unit Price	Ext. Price
15	1	Certified Deployment Partner T2	\$0.00	\$0.00
16	1	Thank you for choosing Dell	\$0.00	\$0.00
17	1	Informational Purposes Only	\$0.00	\$0.00
18	1	PowerStore Base SW	\$0.00	\$0.00
19	1	ISG Product (info)	\$0.00	\$0.00
20	1	Waypoint Implementation ***See SoW for Details***	\$13,000.00	\$13,000.00
			SubTotal	\$131,333.56
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$131,333.56

Purchase Options

Select your preferred payment option / purchase terms*:
☐ Net 30 Days Purchase (purchase amount \$131,333.56)

* If this quote contains finance payment options, the options are provided as an estimate only. Final payment amount is subject to credit verification and applicable taxes as required by law.

Shipping charges will be determined at the time of invoice.

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jill Carlson, Sr. Administrative Assistant, jcarlson@columbiatn.gov, 931-560-1451

AGENDA ITEM TITLE: APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND NICKELL CONTRACTING, LLC IN THE AMOUNT OF \$246,100 TO COMPLETE THE CONSTRUCTION OF THE PADDLECRAFT LAUNCH AT RIVERWALK PARK

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia would like to utilize Nickell Construction for construction services to complete the addition of two access points for paddle craft launching along Duck River within Riverwalk Park by means of the funds from the approved Tourism Enhancement grant in August 2023 and matching City funds.

CERTIFICATION: The Chief Financial Officer certifies that \$100,000 is budgeted and unencumbered in Grants – Recreation-Buildings and Structures.

ATTACHMENTS: Staff Report, Bid Tab.



APRIL 2025

PROJECT MANUAL

FOR THE PROJECT TITLED:

COLUMBIA PADDLECRAFT LAUNCH

OWNER



700 N Garden St.
Columbia, TN, 38401

Kimley»»Horn

10 Lea Ave, Suite 400
Nashville, TN 37210

TABLE OF CONTENTS 000000

Columbia Paddlecraft Launch

BIDDING AND CONTRACT REQUIREMENTS

Section 000115	Index of Drawings
Section 001116	Notice to Bidders
Section 002113	Instructions to Bidders
Section 004100	Bid Form
Section 004500	Certificate of Drug Free Workplace
Section 004500	Certificate of Non-Discrimination
Section 004501	Tennessee Iran Divestment Act
Section 005000	Construction Contract
Section 006100	Bid Bond
Section 006113	Performance Bond
Section 006500	Partial Release of Liens for Subcontractors
Section 006500	Final Release of Liens for Subcontractors
Section 006500	Final Release of Liens for General Contractors
Section 007200	General Conditions of the Contract

TECHNICAL SPECIFICATIONS

Section 011000	Summary of Work
Section 012620	Weather Delays
Section 013000	Submittals
Section 014000	Quality Control
Section 014100	Testing Laboratory Services
Section 015639	Temporary Tree and Plant Protection
Section 015723	Temporary Storm Water Pollution Control
Section 017123	Field Engineering
Section 031000	Concrete Forming and Accessories
Section 032000	Concrete Reinforcement
Section 033000	Cast-In-Place Concrete
Section 061000	Rough Carpentry
Section 311000	Site Clearing
Section 312000	Earth Moving
Section 312319	Dewatering

END OF SECTION 000000

INDEX OF DRAWINGS 000115

Columbia Paddlecraft Launch

COVER & GENERAL NOTES

C0-01	COVER
C0-02	GENERAL NOTES

EXISTING CONDITIONS & DEMOLITION SHEETS

C1-01	EXISTING CONDITIONS AND DEMOLITION PLAN
-------------	---

SITE SHEETS

C4-01	EROSION CONTROL PLAN – PHASE 1
C4-02	EROSION CONTROL PLAN – PHASE 2
C4-03	EROSION CONTROL PLAN – PHASE 3
C4-04	EROSION CONTROL DETAILS

GRADING SHEET

C5-01	SITE LAYOUT AND GRADING PLAN
-------------	------------------------------

STRUCTURAL

S1-01	STRUCTURAL NOTES
S2-02	STRUCTURAL PLAN ENLARGEMENT
S3-01	STRUCTURAL STAIR ELEVATIONS
S4-01	STRUCTURAL DETAILS

END OF SECTION 000115

NOTICE TO BIDDERS 001116

Columbia Paddlecraft Launch

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Columbia will receive sealed bids at the City of Columbia office at 700 N Garden St. until April 25, 2025 at 10:00 AM for:

The Construction of: **Columbia Paddlecraft Launch**

Columbia Paddlecraft Launch includes mobilization, demolition, tree removal, erosion control, and construction of two (2) concrete paddlecraft launches.

The Information for Bidders, Form of Bid, Form of Agreement, General Conditions, Supplemental General Conditions, Drawings, Forms of Bid Bond, Performance Bond, Payment Bond, and other Contract Documents may be obtained via a Sharefile link by contacting **Spencer Sanders** at **spencer.sanders@kimley-horn.com**.

Each bid must be submitted on forms provided in Bid Documents and either accompanied by a Bid Bond, properly executed on the form provided, or Cashier's Check drawn on a National or Tennessee Bank in the amount of 5% of the Total Bid Price.

Bids filed as provided herein shall be publicly opened on April 25, 2025 at 10:00 AM at the City of Columbia office at 700 N Garden St..

Bids received after the time set for opening of bids, shall not be considered and will be returned unopened

The City of Columbia shall reserve the right to reject any and all bids if said body deems it necessary in the best interest of the citizens of the City of Columbia. For additional information call **Spencer Sanders**, Project Manager, at 615-314-5679 .

END OF SECTION 001116

1. PROJECT DESCRIPTION

Columbia Paddlecraft Launch includes mobilization, demolition, tree removal, erosion control, and construction of two (2) concrete paddlecraft launches.

2. BIDDING DOCUMENTS

For the mutual protection of the City of Columbia, its Consultant (hereafter "the Consultant"), and all subcontractors and material suppliers, partial sets of documents will not be issued. Therefore, all Contractors intending to submit a bid shall obtain a complete set of documents from the City in order for his bid to be accepted. This will also place the Contractor on the approved list for possible addenda issuance.

A Sharefile link containing Bidding Documents may be obtained by contacting **Spencer Sanders** at **spencer.sanders@kimley-horn.com**.

3. ADDENDA

The Consultant will forward one (1) copy of all addenda to holders of the documents. All such addenda will become a part of the contract documents and subject to all conditions contained therein and must be listed on the Bid Form for the bid to be accepted.

NOTE: No addendum shall be issued within **three (3)** calendar days prior to the date set for opening of bids, unless said addendum, delays the opening of said bids.

4. INTERPRETATION

Requests for interpretation should solely be addressed to the City and Consultant via e-mail. No oral interpretation will be made to any bidder as to meaning of drawings and specifications. Requests for interpretation will be accepted up to **five (5)** calendar days prior to date set for opening of bids. All interpretations will be made in the form of an addendum and will be issued as promptly as practicable to all parties registered with the City as having documents.

5. PREPARATION OF BIDS

Each bid must be submitted using the forms attached hereto, and must include in the Bid Envelope the following fully executed items:

- a) The written bid on the form provided by the City. All spaces must be completed in ink or typewritten (Section 004100).
- b) Bid security in the form of a Bid Bond or Certified Check in the amount of 5% of the bidder's proposed bid if the bid amount exceeds \$100,000 (Section 004100).
- c) The Certificate of Non-discrimination on the form provided (Section 004500)
- d) The Certificate of Drug Free Workplace on the form provided (Section 004500).

INSTRUCTIONS TO BIDDERS 002113

Columbia Paddlecraft Launch

- e) The Tennessee Iran Divestment Act on the form provided (Section 004501).

6. **BIDS**

Bid Forms are incorporated herein. Bidder shall print and submit the forms and any corresponding documents as listed and described in Section 002113 Instructions to Bidders, Preparation of Bids.

7. **BID EXCLUSIONS/QUALIFICATIONS**

Any bid that is qualified in any way or which contains any exclusions will automatically be classified as non-conforming and shall not be given consideration for contract award.

8. **BID GUARANTEE REQUIREMENTS**

Submit bid guarantee as a guarantee that:

- a) Bidder will not withdraw bid for **thirty (30)** days after opening of bids without Owner's written consent.
- b) If bid is accepted, bidder will enter into formal contract with Owner, within **ten (10)** days after receipt of contract documents for execution.
- c) If bid is accepted, bidder will execute required Performance Bond and will obtain required insurance coverage within **ten (10)** days after receipt of contract.
- d) Contract between Owner and Contractor will be submitted to the Contractor for signature, then returned to the Owner for signature. Performance Bond and all certificates of insurance must be submitted by the Contractor at the same time as he returns the signed contract to the Owner.

For bid proposals which exceed \$100,000, a bidder's bond, or certified or cashier's check made payable to the City of Columbia on a solvent bank will be provided in the amount of 5% of the base bid amount. Said instrument to remain in effect and will be returned only after the contract has been fully executed and secured. Additionally, the successful bidder shall execute a Performance Bond in an amount equal to 100% of the contract sum as security for the faithful performance of the contract and for the payment of labor and material furnished and incorporated into the work. The only acceptable form of instrument for this bond is bound herein. Bond shall be furnished through an agent domiciled and legally authorized to do business in the State of Tennessee and delivered to the Owner not later than ten (10) calendar days after the date shown on written notice from the City of Columbia. The proposed surety company must be one acceptable to the City of Columbia.

Bidder shall be liable to the Owner for full akeepmount of bid guarantee as representing damage to the Owner on account of default of Bidder if:

- (i) Bid is withdrawn within thirty (30) days after receipt of bids without approval of Owner.

- (ii) Bidder fails to enter into contract with Owner and execute required Performance Bond and provide required insurance coverage within **ten (10)** calendar days subsequent to notice of award of contract.

9. EXAMINATION OF SITE

Before submitting a bid, the bidder shall personally visit the site of proposed work and arrive at a clear understanding of the conditions under which the work is to be performed. No consideration will be allowed subsequently by reason of error or oversight on the part of the bidder or on account of interference by either the City of Columbia or existing conditions. Neglecting any of the above requirements will not be acceptable as reason for delay in the work or for adjustments of the contract sum. Prior to visiting the site, the Bidder shall notify the Owner's representative of their intention. The City of Columbia representative is Mackel Reagan, Director of Parks and Recreation. He can be reached via email at mreagan@columbiatn.gov.

10. FIELD MEASUREMENTS

The Contractor shall make his own measurements to verify square footage, dimensions and quantities to complete the project. The dimensions and areas indicated on the drawings are for reference only and are not to be construed as the actual dimensions and areas.

11. QUALITY ASSURANCE

N/A

12. STATE OF TENNESSEE CONTRACTOR REQUIREMENTS

If bid is \$25,000 or over, bidders must be licensed contractors in the State of Tennessee as required by Title 62, Chapter 6, of the Tennessee Code Annotated. Classification for this project shall be **BC**.

Additionally, the bidder shall include the name, license number, expiration date thereof, and license classification of the contractor applying to the bid for electrical and masonry, and any other applicable construction trades, on the outside of the envelope containing the bid.

13. SUBCONTRACTORS

No less than thirty percent (30%) of the total contract cost of the work shall be performed by the Contractor's own organization, thus limiting the total allowable amount of subletting to no more than seventy percent (70%) of the total contract cost of the work to be performed. All transactions, negotiations, and correspondence of the City of Columbia shall be with the Contractor. The City of Columbia will refer all matters regarding payments, changes, scheduling work progress, etc. of Sub-contractors to the Contractor. Sub-contractors shall be recognized only in the capacity of employees or work crews of the Contractor and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell, or otherwise dispose of the whole or any part of the contract to

INSTRUCTIONS TO BIDDERS 002113

Columbia Paddlecraft Launch

any person, firm, or corporation without the written consent of the City of Columbia. Subletting any part of the work to be done under the contract shall not, under any circumstances, relieve the Contractor of any liabilities or obligations. At pre-construction the Contractor shall submit copies of executed Sub-contracts to the City of Columbia.

If the Contractor shall sublet any part of this contract, the Contractor shall be as fully responsible to the City of Columbia for the acts or omissions of the Sub-contractor and of the persons either directly or indirectly employed by his Sub-contractor as he is for the acts and omissions of persons directly employed by himself. Within **ten days (10)** after bids are opened, the apparent low bidder, and any other bidder so requested, shall submit a list of all Sub-contractors he expects to use in the work. An experience statement with pertinent information as to similar projects and other evidence of qualifications shall be furnished for each named Sub-contractor, as requested by the City of Columbia. If the City of Columbia, after due investigation, has reasonable objection to any proposed Sub-contractor, City of Columbia may, before contract execution, request the apparent low bidder to submit an acceptable substitute without an increase in his bid. If the apparent low bidder declines to make any such substitution, he will not thereby sacrifice his bid security. Any Sub-contractor so listed and to whom the City of Columbia does not make any written objection prior to contract execution will be deemed acceptable by City of Columbia.

Contractor shall not be required to employ any Sub-contractor against whom he has reasonable objection.

The use of Sub-contractors listed by the bidder and accepted by the City of Columbia prior to contract execution will be required in the performance of the work.

14. POST BID OBJECTIONS

No objections with regard to the application, meaning, or interpretation of these specifications will be considered after the opening of the subject bids.

15. RECEIPT AND OPENING OF BIDS

The City of Columbia (herein called the "Owner") invites bids on the forms attached hereto. All blanks must be appropriately filled in. Bids will be received by the City of Columbia at its office, located at 700 N Garden St., until April 25, 2025 at 10:00 AM, and then at the City of Columbia office, publicly opened and read aloud.

Each bid shall be submitted in a sealed envelope, with the name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract and for electrical and masonry, and any other applicable construction trades, appear on the outside of the envelope containing the bid.

All bidders are required to submit bid packages in a sealed envelope with the following information provided on the outside of the envelope:

- a) Name of Project:
- b) Contractor's Name

INSTRUCTIONS TO BIDDERS 002113
Columbia Paddlecraft Launch

- c) Contractor's Address:
- d) Contractor's License Number, expiration date, and that part of the classification applying to the bid. This information shall also be provided for the contractor applying to the bid for electrical, plumbing, heating/ventilation/air conditioning, and masonry work.
- e) The above due date and bid opening time: 10:00 AM CST.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Mackel Reagan; City of Columbia, 700 N Garden St..

Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be opened. Bidders must comply with all applicable licensing requirements.

The City of Columbia reserves the right to reject any and all bids and to waive any informality in bidding in its sole discretion.

The City of Columbia reserves the right to delay award of this contract for a period of up to **one-hundred (100)** days after receipt of bids.

16. TIME OF COMPLETION

The work shall begin immediately upon date indicated on the Notice-to-Proceed and shall be completed in accordance with the following schedule:

Work shall be completed within 45 Calendar Days.

All time noted above is based upon consecutive calendar days (and the time allowed for each bid item is intended to be concurrent with the other bid items). Upon acceptance of this contract, the contractor agrees to pay the City of Columbia the sum of **(\$250)** per day for liquidated damages for every calendar day that the work remains incomplete beyond (specify completion time for each bid item of work) days from date of Notice-to-Proceed. Additionally, the Contractor agrees to pay the City of Columbia **(\$250)** per day for liquidated damages for each calendar day the punch-list work and submission of all close-out documents remains incomplete beyond thirty (30) days from date of Substantial Completion.

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for the costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

Construction time shall include all normal weather conditions, such as rain, snow, and freezing temperatures. Extension of time will not be allowed for the normal inclement weather, as recorded by the City of Columbia Area Office of the National Weather Service. Claims for delay attributed to unusually severe weather must be supported by National Weather Service

climatological data covering the period in question and the same calendar period for the five preceding years.

17. NONDISCRIMINATION

All entities contracting with the City of Columbia agree to abide by and to take affirmative action when necessary to ensure compliance with the non-discrimination clauses set out below and agree to show proof of non-discrimination upon request and to post in conspicuous places available to all associate agents and their employees. In the event of non-compliance with City Nondiscrimination Clauses, or with provisions of Executive Orders 11141 (age), 11246, 11375 (women), 12086 (Vietnam veterans), 110478 (federal employees), 11625 (minority business) 11701 (veterans), Title 41, Chapter 60 (handicapped) and specifically the handicapped affirmative action clause in Section 60-741.6.9 of OFCCP Rules, and any and all other federal laws prohibiting discrimination, contracts may be canceled, terminated, or suspended in whole or in part by the City of Columbia.

The bidder shall execute the specified Certificate of Non-discrimination agreeing that, if awarded the contract, he/she shall not discriminate against any Sub-contractor, employee, or applicant for employment on the grounds of race, color, national origin or sex, in accordance with the citations listed in the above paragraph; and shall require the execution of such a certificate for each subcontractor prior to award of any subcontract with the further requirement that each Sub-contractor shall include identical requirements in any lower tier subcontracts which might in turn be made. Failure to execute and submit such certificate with the bid shall cause the bid to be rejected as non-conforming.

The successful bidder and all Sub-contractors under the general contract shall maintain copies of their payrolls and all subcontracts for each weekly payroll period for the life of the construction and for a period of **five (5) years** after final release and payment is made by the City of Columbia to the Contractor.

END OF SECTION 0021113

BID FORM

Columbia Paddlecraft Launch
City of Columbia

Proposal (herein after called "Bidder") organized and existing under the laws of the State of Tennessee doing business as (a corporation), (a partnership) or (an individual).

To the City of Columbia (hereinafter called "Owner".)

To Whom It May Concern:

The Bidder, in compliance with your advertisement for Columbia Paddlecraft Launch, City of Columbia and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully complete the project within **45** consecutive calendar days thereafter as stipulated in the General Conditions. Bidder further agrees to pay as liquidated damages the sum of **\$250.00** per day for each consecutive calendar day thereafter as provided in Article 3 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

<u>Addendum Number</u>	<u>Received on</u>	<u>Acknowledged By</u>
Addendum #1	_____	_____
Addendum #2	_____	_____
Addendum #3	_____	_____
Addendum #4	_____	_____
Addendum #5	_____	_____
Addendum #6	_____	_____

Bidder agrees to construct all improvements to Columbia Paddlecraft Launch in City of Columbia as described in the specifications and shown on the plans. It is the intention of the City of Columbia to award the contract on the Base Bid total amount. The Owner reserves the right to reject any bid that does not reasonably reflect the scope of the individual work items.

BASE PROPOSAL

Bidder agrees to construct all site improvements for Columbia Paddlecraft Launch, City of Columbia as described in the specifications and shown on the plans, to include but not limited to:

PROJECT SCOPE: mobilization, demolition, tree removal, erosion control, and construction of two (2) concrete paddlecraft launches

For the Lump Sum of Two hundred forty-six thousand one hundred dollars and zero cents

(\$ 246,100.00)

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

The Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the Bidding, including but not limited to unbalanced bids.

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of 60 calendar days after the schedule closing time for receiving Bids, except upon risk of forfeiture of Bid Bond.

Upon receipt of written notice of the acceptance of this Bid, the Bidder will execute the formal contract attached within **ten (10)** days and deliver a Surety Bond or Bonds as required by the Contract Documents.

The Bid security in the sum of 5%:

Twelve thousand three hundred five and zero cents (\$ 12,305.00)

is to become the property of the Owner in the event the Contract and Bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

BID ALTERNATES

The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.

If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."

If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.

Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within **60** days of the Notice of Award unless otherwise indicated in the Contract Documents.

Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

SCHEDULE OF ALTERNATES

Alternate No.1: Dam Location Paddlecraft Launch:

The construction of only one (1) paddlecraft launch at the location near the dam at Riverwalk Park

ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE X.

One hundred twenty-six thousand seven hundred seventy and zero cents Dollars (\$ 126,770.00).

ADD____ DEDUCT X NO CHANGE 14 calendar days to adjust the Contract Time for this alternate.

Alternate No.2: Bridge Location Paddlecraft Launch:

The construction of only one (1) paddlecraft launch at the location near the bridge at Riverwalk Park

ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE X.

One hundred nineteen thousand three hundred thirty and zero cents Dollars (\$ 119,330.00).

ADD____ DEDUCT X NO CHANGE 14 calendar days to adjust the Contract Time for this alternate.

I certify the above prices include all labor, materials, profit and overhead required to complete the work as stated by the Contract Documents for this project.

RESPECTFULLY SUBMITTED:

Dwight Nickell
(Signature)

BY: Dwight Nickell
(Typewritten or Printed)

TITLE: President

ADDRESS: _____
785 Armstrong Lane
Columbia, TN 38472

TN License No: 81702

SEAL (if Bid is by Corporation)

END OF SECTION 004100

CERTIFICATE OF DRUG FREE WORK PLACE 004500
Columbia Paddlecraft Launch

As Bidder, Contractor, or Subcontractor on the City of Columbia Construction Contract,

Columbia Paddlecraft Launch

The undersigned states that it acknowledges and adheres to the City of Columbia Drug Free Workplace policy and if awarded a contract for this project, agrees in performance of work:

1. To require drug and alcohol screening (urine testing, breath analysis, or other testing procedures) in the following situations: Pre-Employment; Department of Transportation Commercial Drivers, Reasonable Suspicion; Post Accident and Follow Up Drug Testing as part of Substance Abuse Rehabilitation.
2. To operate a drug free workplace program or alcohol testing program with requirements at least as stringent as the City of Columbia.

Nickell Contracting LLC.

Contractor's Name

14 May 2025

Date

Dwight Nickell

Signature

Dwight Nickell, President

Printed or Typed Name and Title

END OF SECTION 004500

CERTIFICATE OF NON-DISCRIMINATION 004500

Columbia Paddlecraft Launch

As Bidder, Contractor, or Subcontractor on the City of Columbia Contract,

Columbia Paddlecraft Launch

The undersigned states that it does not discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:

1. Not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national original or sex;
2. To maintain payrolls of laborers and mechanics employed on this contract until five (5) years after final release and final payment by the Owner;
3. To require a similar certificate to be executed by each Sub-contractor at the time a subcontract is executed under the contract with the requirement that such Sub-contractor agrees to require a similar certificate of requirement on any lower tiers of subcontracts.
4. To conform with federal law, state statutes, executive orders, and local ordinances.

Nickell Contracting LLC.

Contractor's Name

14 May 2025

Date



Signature

Dwight Nickell, President

Printed or Typed Name and Title

END OF SECTION 004500

The Iran Divestment Act Affects Purchasing In Tennessee Cities and Towns:

With the passage of Public Chapter No. 817 and effective July 1, 2016, the General Assembly of the State of Tennessee added an additional chapter to the Tennessee Code Annotated cited as the "Iran Divestment Act." Codified in T.C.A. §12-12-101 et. seq., the General Assembly implemented the authority granted under federal law, specifically Section 202 of the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 (Public Law 111-195).

This title requires the state chief procurement officer to publish a list of persons and entities determined to be engaged in investment activities with Iran on the state's website. Those who are included on this list are prohibited from contracting with any political subdivision of this state and any contract entered into shall be void. The Tennessee Department of General Services, Central Procurement Office has adopted the list created by South Carolina, which will be posted on the state website. The link below will provide access to the list of entities that are covered by the Act:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

In addition, when competitive bidding is required, every bid or proposal made to a political subdivision of the state shall contain the following statement affirmed by the bidder as true under the penalties of perjury:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106."

The affirmation by each bidder may be submitted electronically. No bid shall be considered for award where this condition is not met, except under very narrow limitations stated in the act. For more information, please contact your MTAS Finance and Accounting Consultant.

14 May 2025

Date



Signature

Dwight Nickell, President

Printed or Typed Name and Title

END OF SECTION 004501

CONTRACT FOR: Columbia Paddlecraft Launch

This Agreement made and entered into as of this 12th day of June, 2025 by and between Nickell Contracting LLC (hereafter "Contractor"), and City of Columbia, a MUNICIPALITY organized under the laws of the State of Tennessee (hereafter "Owner").

Whereas City of Columbia published a legal Notice to Bidders pursuant to Columbia Paddlecraft Launch and issued drawings and specifications for the construction and performance of specified incidental work; and

Whereas Contractor submitted a proposal dated on May 14th, 2025, in accordance with such Notice to Bidders, drawings and specifications; and such proposal was accepted by City of Columbia as the best bid;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Contractor hereby agrees to construct the project in accordance with the drawings and specifications bid upon and provided hereto, and in accordance with all other documents incorporated herein as set forth in this Section, at the stipulated Lump Sum Amount of:

Two hundred forty-six thousand one hundred dollars and zero cents \$ (246,100.00)

Contractor shall promptly begin construction on the date specified hereafter in the written Notice to Proceed provided by City of Columbia's Consultant and shall fully complete all work within forty-five (45) calendar days. Start date of Monday 14 July 2025.

Should Contractor fail to complete all work within forty-five (45) calendar days, Contractor shall pay City of Columbia \$250 per day as liquidated damages for each calendar day required for the completion of the contract beyond the time stipulated. Additionally, Contractor shall pay City of Columbia \$250 per day as liquidated damages for each calendar day that all punch-list work and submission of all close-out documents remain incomplete beyond thirty (30) days from the date of substantial completion.

- A. Contractor agrees to execute a Performance Bond in an amount equal to 100% of the contract sum with Surety to be approved by the Mayor and City Attorney, or their designated representatives, as security for full and faithful performance of the contract and for the payment of labor and material furnished.
- B. City of Columbia reserves the right to require that Contractor provide an additional bond or bonds in such form and amount, and with such surety or sureties as approved by City of Columbia, should City of Columbia determine that the surety or sureties provided by Contractor to be insufficient to cover the performance of Contractor's work. In such event, no further payment shall be due Contractor until such new or additional bonds shall be

CONSTRUCTION CONTRACT 005000

Columbia Paddlecraft Launch

provided in the manner and form satisfactory to City of Columbia. This Contract shall not take effect until such Bond has been executed and approved.

- C. Contractor agrees to maintain the different types of insurance deemed appropriate by City of Columbia as expressly set forth in the Contract Specifications with insurance companies acceptable to City of Columbia at Contractor's sole cost and expense and shall provide evidence of such insurance to City of Columbia contemporaneous with the commencement of this Agreement.

Upon completion of all work to be performed under this Agreement, Contractor shall provide a written statement of all work performed. Any outstanding balance owed by City of Columbia shall be paid to Contractor or Contractor's successors or assigns out of the funds designated by City of Columbia for this project, excepting therefrom any sum to be lawfully retained under the terms of this Agreement, and all such funds as may be due the City of Columbia.

The Project Manager of City of Columbia or his/her designated representative shall have the right to suspend the work provided for herein due to any default by Contractor, and such suspension shall not affect the right of the City of Columbia to any damages for such breach.

The Mayor of City of Columbia or his/her designated representative reserves the right to discharge the Contractor for breach of any provision of this Contract, and such discharge shall not affect the right of the City of Columbia against Sureties on the bond provided.

It is agreed an enumeration of drawings, specifications and addenda which form a part of this Contract, as set forth in Article 2 of the General Conditions, "Contract Documents", is as follows:

Bidding and Contract Requirements

Section 000115	Index of Drawings
Section 001116	Notice to Bidders
Section 002113	Instructions to Bidders
Section 004100	Bid Form
Section 004500	Certificate of Drug Free Workplace
Section 004500	Certificate of Non-discrimination
Section 004501	Tennessee Iran Divestment Act
Section 005000	Construction Contract
Section 006100	Bid Bond
Section 006113	Performance Bond
Section 006500	Partial Release of Liens for Subcontractors
Section 006500	Final Release of Liens for Subcontractors
Section 006500	Final Release of Liens for General Contractors
Section 007200	General Conditions of the Contract

Technical Specifications

Section 011000	Summary of Work
Section 012620	Weather Delays
Section 013000	Submittals
Section 014000	Quality Control
Section 014100	Testing Laboratory Services
Section 015639	Temporary Tree and Plant Protection
Section 015723	Temporary Storm Water Pollution Control
Section 017123	Field Engineering
Section 031000	Concrete Forming and Accessories
Section 032000	Concrete Reinforcement
Section 033000	Cast-In-Place Concrete
Section 061000	Rough Carpentry
Section 311000	Site Clearing
Section 312000	Earth Moving
Section 312319	Dewatering

CONSTRUCTION CONTRACT 005000

Columbia Paddlecraft Launch

Witness the signatures of the parties hereto, by their duly authorized officers, on the day and year first written.

CONTRACTOR:

Nickell Contracting, LLC

Contractor's Company Name

Corporate Secretary - Signature

Paul Nickell

Signature

Printed or Typed Name

Partner

Title

City of Columbia:

Signature

Printed or Typed Name

Title

ATTESTED:

Signature

Printed or Typed Name

Title

Approved as to Legal Form:

Jake Hubbell, City Attorney

END OF SECTION 005000

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Nickell Contracting, LLC
785 Armstrong Lane
Columbia, TN 38401

SURETY (Name and Address of Principal Place of Business):

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER: City of Columbia
700 N Garden St.

BID DUE DATE: on May 14, 2025 at 10:00 AM

PROJECT:

Columbia Paddlecraft Launch includes mobilization, demolition, tree removal, erosion control, and construction of two (2) concrete paddlecraft launches.

BOND:

Bond Number: MNB2505141

Date (Not later than Bid due date): 05/14/2025

Penal sum	<u>Five Percent of Amount Bid</u>	<u>5% of amount bid</u>
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Nickell Contracting, LLC (Seal)
Bidder's Name and Corporate Seal

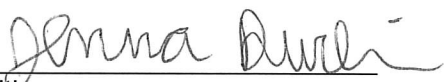
By: 
Signature and Title

Attest: 
Signature and Title

SURETY

Merchants National Bonding, Inc. (Seal)
Surety's Name and Corporate Seal

By: 
Signature and Title R. Graham Nash, Attorney-in-Fact
(Attach Power of Attorney)

Attest: 
Signature and Title Jenna Durbin, Witness

Note: Above addresses are to be used for giving required notice.

BID BOND 006100
Columbia Paddlecraft Launch

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award, including extensions, shall not in the aggregate exceed 45 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION 006100

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gregory E Nash; Kelly L Berry; Phillip H Condra; R Graham Nash .

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

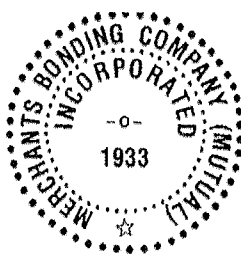
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of May, 2025 .



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

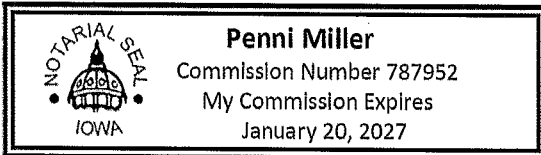
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of May, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



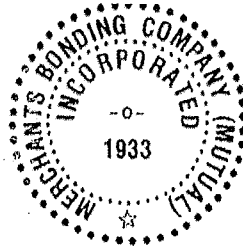
(Expiration of notary's commission does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of May, 2025 .



Elisabeth Sandersfeld

Secretary

PERFORMANCE BOND 006113

Columbia Paddlecraft Launch

STATE OF TENNESSEE (Maury COUNTY)

Bond# 101503104

KNOW ALL MEN BY THESE PRESENTS, THAT:

We, Nickell Contracting, LLC (Herein called the
"Contractor")

of Columbia, TN (Partnership or Corporation)
organized and existing under, and by virtue of the Laws of the State of Tennessee, as principal,
and

Merchants National Bonding, Inc.

as surety, do hereby acknowledge ourselves indebted and firmly bound and held unto City of
Columbia, Tennessee (Hereinafter called the "Owner"), a corporation existing under and by virtue
of the laws of Tennessee, for the use and benefit of those entitled thereto, in the sum of:

Two Hundred Forty-Six Thousand One Hundred and no/100
(\$ 246,100.00) (Dollars) for the payment of which well and truly to be made, in lawful money of
the United States we do hereby bind ourselves, successors, assigns, heirs and personal
representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

Whereas, the Owner has engaged the said Contractor, for the sum of:

Two Hundred Forty-Six Thousand One Hundred and no/100
(\$ 246,100.00) (Dollars) to construct: Columbia Paddlecraft Launch as more fully appears in a
written agreement or contract bearing date of 06/12/2025, a copy of which said agreement or
contract is by reference hereby made a part hereof, and it is the desire of the said Owner that the
said Contractor shall assume all undertaking under said agreement or contract, and shall assure
and protect all laborers and furnishers of material on said work both as required by Tennessee
Code Annotated Section 12-4-201 ET. SEQ., as amended, and also, independently of said
statutes.

NOW, THEREFORE, if the said Contractor shall fully and faithfully perform all undertakings and
obligations under the said agreement or contract herein before referred to and shall fully indemnify
and save harmless the said Owner from all costs and damage whatsoever which it may suffer by
reason of any failure on the part of said Contractor so to do, and shall fully reimburse and repay
the said Owner any and all outlay and expense which it may incur in making good any such
default, and shall fully pay for all of the labor, materials and work used by said Contractor or any
immediate or remote Contractor or Furnisher of material under him in the performance of said
Contract, in lawful money of the United States, as the same shall become due, then this obligation
or bond shall be null and void, otherwise to remain in full force and effect.

AND, for value received, it is hereby stipulated and agreed that no change, extension of time,
alteration or addition to the terms of the said agreement or contract or to the work to be performed
thereunder or the specifications accompanying the same shall in anywise affect the obligations

PERFORMANCE BOND 006113

Columbia Paddlecraft Launch

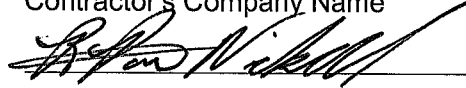
under this obligation or bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the agreement or contract or to the work or to the specifications.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this 12th day of June, 2025.

CONTRACTOR:

Nickell Contracting, LLC

Contractor's Company Name



Signature

R. Paul Nickell Partner

Printed or Typed Name and Title

SURETY:

Merchants National Bonding, Inc.

Surety



Attorney in Fact (Signed)

R. Graham Nash, Attorney-in-Fact

Printed or Typed Name

PERFORMANCE BOND 006113
Columbia Paddlecraft Launch

City of Columbia:

Signature

Title

Printed or Typed Name

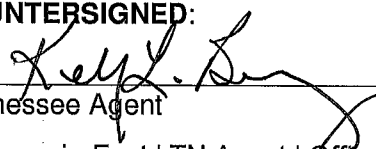
ATTEST:

Signature

Title

Printed or Typed Name

COUNTERSIGNED:



Tennessee Agent

Attorney-in-Fact | TN Agent | Office Manager

Title

Kelly L. Berry

Printed or Typed Name

ADDRESS & TELEPHONE NUMBER:

Bonds Southeast, Inc.

5550 Franklin Pike, St 202, Nashville, TN 37220

(615) 321-9700 | info@BondsSoutheast.com

END OF SECTION 006113

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gregory E Nash; Kelly L Berry; Phillip H Condra; R Graham Nash

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

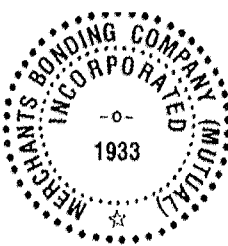
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of May, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

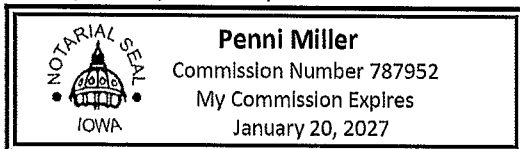
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of May, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



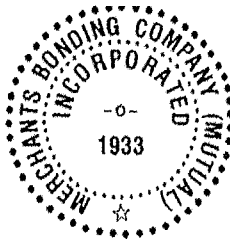
(Expiration of notary's commission does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of June, 2025.



Elisabeth Sandersfeld

Secretary

PARTIAL RELEASE OF LIENS FOR SUBCONTRACTORS 006500

Columbia Paddlecraft Launch

**AFFIDAVIT AND PARTIAL WAIVER OF CLAIMS AND LIENS
AND RELEASE OF RIGHTS FOR SUBCONTRACTORS**

The undersigned, who is the _____ designate
title) of _____ which is the _____
(designate whether subcontractor, supplier or otherwise) for the
_____ (designate the type of work, supplies or services
rendered) on the improvements constructed on the premises hereafter identified, declares that
his contract with _____ (General Contractor) is in the total
amount of \$ _____, which includes extras and all change orders to the date
hereof.

The undersigned further states that as of _____ (date) the total value of work
completed, and material stored is \$ _____. Of this amount \$ _____
has been received (the receipt and sufficiency of which is hereby acknowledged by the
undersigned including \$ _____ in payment of Payment Application or Invoice
Number _____. A total of \$ _____ is being held as retainage.

In consideration of the amounts and sums received, the undersigned does hereby waive and
release to the City of Columbia (Owner) and to _____ (General
Contractor) any and all claims and liens and rights to liens upon the premises described below
and upon improvements now thereon, and upon the monies or other considerations (due as of
the date of the aforesaid payment application or invoices from the City of Columbia (Owner) or
_____ (General Contractor) or from any other person, firm or corporation),
said claims and liens and rights to liens being on account of labor, services, materials, fixtures or
apparatus heretofore furnished by or at the request of the undersigned. The premises as to which
said claims and liens and rights to liens are hereby released are identified as follows:

Project Name: Columbia Paddlecraft Launch

Address of Project: 102 Riverside Dr.

City: City of Columbia County: Maury State: TN Zip Code: 38401

The undersigned further represents and warrants that he is duly authorized and empowered to
sign and execute this waiver on his own behalf and on behalf of the company or business for
which he is signing; that he has properly performed all work and furnished all the materials of the
specified quality per plans and specifications and in a good and workmanlike manner through the
date of said payment application or invoice; that he has paid for all the labor, materials, equipment,
and services that he has used or supplied to the above premises through the date of said payment
application or invoice; that he has no other outstanding and unpaid payment applications,
invoices, retentions, holdbacks, chargebacks or unbilled work or materials against
_____ (General Contractor) as of the date of the aforementioned payment

PARTIAL RELEASE OF LIENS FOR SUBCONTRACTORS 006500

Columbia Paddlecraft Launch

application; and that any materials which have been supplied or incorporated into the above premises were either taken from his fully-paid or open stock or were fully paid for and supplied as stated on the payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify the City of Columbia (Owner) and _____ (General Contractor) for any losses or expenses should any such claims, lien or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.

The undersigned further accepts and acknowledges the receipt of the aforesaid sums in full accord and satisfaction for the aforementioned claims with full knowledge that the contractors, City of Columbia (Owner) and _____ (General Contractor), their successors and assigns, are relying thereon; and furthermore, the undersigned agrees to perform, now and in the future, each and every covenant and provision of this written contract or supplier's agreement (as the case may be) as modified or changed in writing with _____ (General Contractor) or any subcontractor of _____ (General Contractor) hereby acknowledging that said contract or supplier's agreement is now in full force and effect.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event transpiring prior to the date hereof, excepting the right to receive payment for work performed and properly completed and retainage, if any, after the date of the above-mentioned payment application or invoices.

Signed and delivered the _____ day of _____, 202__.

Company _____

By: _____
(Printed Name)

(Signature)

(Title)

Before me, the undersigned Notary Public in and for the said County and State, personally appeared _____, and acknowledged execution of the foregoing

PARTIAL RELEASE OF LIENS FOR SUBCONTRACTORS 006500

Columbia Paddlecraft Launch

affidavit as his voluntary act and deed and further stated that the facts recited are true of his personal knowledge.

My Commission Expires: _____

Notary Public

Residence County/State: _____

END OF SECTION 006500

FINAL RELEASE OF LIENS FOR SUB-CONTRACTORS 006500

Columbia Paddlecraft Launch

**AFFIDAVIT AND FINAL WAIVER OF CLAIMS AND LIENS
AND RELEASE OF RIGHTS FOR SUB-CONTRACTORS**

The undersigned, who is the _____ designate title) of _____ which is the ____ (designate whether subcontractor, supplier or otherwise) for the _____ (designate the type of work, supplies or services rendered) on the improvements constructed on the premises hereafter identified, declares that his contract with _____ (General Contractor) is in the total amount of \$ _____, which includes extras and all change orders to the date hereof.

The undersigned further states that as of _____ (date) all work on said project has been performed and completed in accordance with the plans and specifications for the project, and said work has been accomplished in accordance with the terms and conditions of his subcontract and those documents which, by reference, are a part of said subcontract. The total value of work completed and material stored is \$ _____. Of this amount \$ _____ has been received (the receipt and sufficiency of which is hereby acknowledged by the undersigned including \$ _____ in payment of Payment Application or Invoice Number _____. A total of \$ _____ is being held as retainage.

In consideration of the amounts and sums received, the undersigned does hereby waive and release to the City of Columbia (Owner) and to _____ (General Contractor) any and all claims and liens and rights to liens upon the premises described below and upon improvements now thereon, and upon the monies or other considerations (due as of the date of the aforesaid payment application or invoices from the City of Columbia (Owner) or _____ (General Contractor) or from any other person, firm or corporation), said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by or at the request of the undersigned. The premises as to which said claims and liens and rights to liens are hereby released are identified as follows:

Project Name: Columbia Paddlecraft Launch

Address of Project: 102 Riverside Dr.

City: City of Columbia County: Maury State: TN Zip Code: 38401

The undersigned further represents and warrants that he is duly authorized and empowered to sign and execute this waiver on his own behalf and on behalf of the company or business for which he is signing; that he has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner as required by the contract; that he has paid for all the labor, materials, equipment, and services that he has used or supplied to the above premises as required by the contract; that he has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or materials against _____ (General Contractor); and that any materials which have been supplied or incorporated into the above premises were either taken

from his fully-paid or open stock or were fully paid for and supplied as stated on the payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify the City of Columbia (Owner) and _____ (General Contractor) for any losses or
FINAL RELEASE OF LIENS FOR SUB-CONTRACTORS 006500

Columbia Paddlecraft Launch

expenses should any such claims, lien or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.

The undersigned further accepts and acknowledges the receipt of the aforesaid sums in full accord and satisfaction for the aforementioned claims with full knowledge that the contractors, City of Columbia (Owner) and _____ (General Contractor), their successors and assigns, are relying thereon; and furthermore, the undersigned agrees to perform, now and in the future, each and every covenant and provision of this written contract or supplier's agreement (as the case may be) as modified or changed in writing with _____ (General Contractor) or any subcontractor of _____ (General Contractor) hereby acknowledging that said contract or supplier's agreement is now in full force and effect.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event transpiring prior to the date hereof, excepting retainage, if any, after the date of the abovementioned payment application or invoices.

Signed and delivered the _____ day of _____, 202_.

Company _____

By: _____

(Printed Name)

(Signature)

(Title)

Before me, the undersigned Notary Public in and for the said County and State, personally appeared _____, and acknowledged execution of the foregoing affidavit as his voluntary act and deed and further stated that the facts recited are true of his personal knowledge.

My Commission Expires: _____

Notary Public

Residence County/State: _____

END OF SECTION 006500
FINAL RELEASE OF LIENS FOR GENERAL CONTRACTORS - 006500
Columbia Paddlecraft Launch

**AFFIDAVIT AND FINAL WAIVER OF CLAIMS AND LIENS
AND RELEASE OF RIGHTS FOR GENERAL CONTRACTORS**

The undersigned, who is the _____ (designate title) of _____ which is the _____ General Contractor for the improvements constructed on the premises hereafter identified, declares that his contract with the City of Columbia is in the total amount of \$ _____, which includes extras and all change orders to the date hereof.

The undersigned further states that as of _____ (date) all work on said project has been performed and completed in accordance with the plans and specifications for the project, and said work has been accomplished in accordance with the terms and conditions of his contract and those documents which, by reference, are a part of said contract. The total value of work completed and material stored is \$ _____. Of this amount \$ _____ has been received (the receipt and sufficiency of which is hereby acknowledged by the undersigned including \$ _____ in payment of Payment Application or Invoice Number _____. A total of \$ _____ is being held as retainage.

In consideration of the amounts and sums received, the undersigned does hereby waive and release to the City of Columbia (Owner) any and all claims and liens and rights to liens upon the premises described below and upon improvements now thereon, and upon the monies or other considerations (due as of the date of the aforesaid payment application or invoices from the City of Columbia (Owner) or from any other person, firm or corporation), said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished.

The premises as to which said claims and liens and rights to liens are hereby released are identified as follows:

Project Name: Columbia Paddlecraft Launch

Address of Project: 102 Riverside Dr.

City: City of Columbia County: Maury State: TN Zip Code: 38401

The undersigned further represents and warrants that he is duly authorized and empowered to sign and execute this waiver on his own behalf and on behalf of the company or business for which he is signing; that he has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner as required

by the contract; that he has paid for all the labor, materials, equipment, and services that he has used or supplied to the above premises as required by the contract; that he has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or materials against the City of Columbia; and that any materials which have been supplied or incorporated into the above premises were either taken from his fully-paid or open stock or were fully paid for and supplied as stated on the payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify the City of Columbia (Owner) for any losses or expenses should any such claims, lien or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.

FINAL RELEASE OF LIENS FOR GENERAL CONTRACTORS - 006500

Columbia Paddlecraft Launch

The undersigned further accepts and acknowledges the receipt of the aforesaid sums in full accord and satisfaction for the aforementioned claims with full knowledge that the City of Columbia (Owner) is relying thereon; and furthermore, the undersigned agrees to perform, now and in the future, each and every covenant and provision of this written contract or supplier's agreement (as the case may be) as modified or changed in writing with the City of Columbia (Owner).

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event transpiring prior to the date hereof, excepting retainage, if any, after the date of the abovementioned payment application or invoices.

Signed and delivered the _____ day of _____, 202__.

Company _____

By: _____ (Printed
Name)

(Signature)

(Title)

Before me, the undersigned Notary Public in and for the said County and State, personally appeared _____, and acknowledged execution of the foregoing affidavit as his voluntary act and deed and further stated that the facts recited are true of his personal knowledge.

My Commission Expires: _____

Notary Public

Residence County/State:_____

END OF SECTION 006500

TABLE OF CONTENTS

ARTICLE 1 SCOPE OF THE WORK

Section 1.1 Scope of the Work

ARTICLE 2 CONTRACT DOCUMENT

Section 2.1 Definition

Section 2.2 Intent of Contract Documents

Section 2.3 Errors in Contract Documents

ARTICLE 3 PROGRESS OF THE WORK

Section 3.1 Commencement and Completion

Section 3.2 The Progress Schedule

Section 3.3 Extension of Substantial or Final Completion Date

Section 3.4 No Damage for Delay

Section 3.5 Liquidated Damage

ARTICLE 4 PAYMENT

Section 4.1 Payment Procedure

Section 4.2 Retainage

Section 4.3 Payment for Material Stored on-Site

Section 4.4 Use of payments

Section 4.5 Payment Not a Waiver

Section 4.6 Final payment, Final Acceptance and Final Completion

Section 4.7 The Right of Owner to Withhold Payment

ARTICLE 5 EQUIPMENT AND MATERIALS

Section 5.1 Materials Provided by Contractor

Section 5.2 Type of Equipment Used

Section 5.3 Non-Conforming Materials

Section 5.4 Owner Furnishing Equipment or Fixtures

ARTICLE 6 AS-BUILT DRAWINGS AND DATA

Section 6.1 "As Built" Drawings

Section 6.2 Operation Maintenance Data and Training

Section 6.3 Information From Suppliers

ARTICLE 7 SUBCONTRACTS

Section 7.1 Definition

Section 7.2 No Contractual Relationship with Owner

Section 7.3 Award of Subcontracts

Section 7.4 Change of Sub-contractors

Section 7.5 No Substitution of Sub-contractors

Section 7.6 Subcontract Terms

ARTICLE 8 PAYMENT TO SUB-CONTRACTORS FROM CONTRACTOR

- Section 8.1 Payments to Sub-contractors from the Contractor
- Section 8.2 Withholding of Payment by the Owner
- Section 8.3 Independent Obligation to Pay

ARTICLE 9 CHANGES

- Section 9.1 Changes in the Work
- Section 9.2 Change Order / Construction Change Order Procedures
- Section 9.3 Changes in the Lump Sum Price / Contingency Fund
- Section 9.4 Force Account
- Section 9.5 Unconditional Obligation to Proceed

ARTICLE 10 THE UNDERSTANDING OF THE CONTRACTOR

- Section 10.1 Examination of Work Site
- Section 10.2 Sufficiency of Contract Documents
- Section 10.3 No Oral Modification

ARTICLE 11 THE REPRESENTATIVES OF THE OWNER

- Section 11.1 The Representative of the Owner
- Section 11.2 Decisions of the Owner

ARTICLE 12 SUPERVISION OF THE WORK; SAFETY AND SECURITY

- Section 12.1 The Project Management of the Contractor
- Section 12.2 Order and Discipline
- Section 12.3 Cleaning Up
- Section 12.4 Safety and Security
- Section 12.5 Inspection of the Work

ARTICLE 13 PERMITS, LICENSES, LAWS AND REGULATIONS

- Section 13.1 Contractor to Secure all Permits
- Section 13.2 Compliance with Laws

ARTICLE 14 TAXES

- Section 14.1 Payment of Taxes by Contractor

ARTICLE 15 SHOP DRAWINGS AND SAMPLES: MATERIAL TESTING

- Section 15.1 Definitions
- Section 15.2 Submissions
- Section 15.3 Review by the Consultant
- Section 15.4 Corrections Made by Contractor
- Section 15.5 Prior Approval Required
- Section 15.6 Submittal Schedule
- Section 15.7 Material Testing

ARTICLE 16 THE RIGHT OF THE OWNER TO AUDIT

Section 16.1 Right to Audit

Section 16.2 Review of Subcontracts

ARTICLE 17 SEPARATE CONTRACTS

Section 17.1 The Right of the Owner to Award Separate Contracts

Section 17.2 Cooperation

Section 17.3 Inspection of Work of Other Contractors

Section 17.4 Responsibility for Damage

Section 17.5 Owner's Right to Clean Up

ARTICLE 18 WARRANTIES OF THE CONTRACTOR

Section 18.1 Warranty of Title

Section 18.2 Special Warranties

Section 18.3 Assignment of Warranties

Section 18.4 General Warranty and Correction of Work

ARTICLE 19 RIGHT OF THE OWNER TO DO WORK

Section 19.1 Right of the Owner to do Work

Section 19.2 Deduction for Uncorrected Work

Section 19.3 Correction of Work before Final Payment

ARTICLE 20 INSURANCE

Section 20.1 Owner Controlled Insurance Program

Section 20.2 Contractor's Liability Insurance

ARTICLE 21 SURETY BONDS

Section 21.1 Surety Bonds Required

ARTICLE 22 INDEMNIFICATION

Section 22.1 Indemnification of the Contractor

Section 22.2 Labor Indemnity

Section 22.3 Royalties and Patents

Section 22.4 Attorney's Fees

ARTICLE 23 RIGHT TO OCCUPY BY OWNER

Section 23.1 Early Occupancy by Owner

Section 23.2 Corrections After Occupancy

ARTICLE 24 DEFAULT; RIGHT TO TERMINATE OF OWNER

Section 24.1 Event of Default

Section 24.2 Suspension by the Owner for Convenience

Section 24.3 Termination Without Cause

Section 24.4 Assignment of Subcontracts

ARTICLE 25 HAZARDOUS MATERIALS COVENANTS

Section 25.1 Hazardous Materials Covenants

ARTICLE 26 MISCELLANEOUS

Section 26.1 No Waiver

Section 26.2 Conflicts

Section 26.3 Assignment

Section 26.4 Governing Law

Section 26.5 Counterparts

Section 26.6 Article and Section Headings

Section 26.7 Notice and Communications

Section 26.8 Parties in Interest

Section 26.9 Severability

Section 26.10 Sub-contractor Relations Requirements

Section 26.11 Third Party Beneficiary

Section 26.12 Entire Agreement

ARTICLE 27 NON-DISCRIMINATION

ARTICLE 28 SUSPENSIVE LIABILITY AGREEMENT

Section 28.1 Suspensive Liability Condition

ARTICLE 29 EMPLOYMENT OF ILLEGAL IMMIGRANTS

ARTICLE 1 - SCOPE OF THE WORK

Section 1.1 Scope of the Work

- A. The Contractor shall provide for the Lump Sum Price set forth herein, all of the labor, supervision, materials, supplies, tools, equipment, appliances, and facilities necessary to construct the Project upon the real property owned by the Owner as described in the contract documents. Contractor agrees that the Project shall be constructed in accordance with the terms of this Agreement and the Contract Documents as defined in Article Two of this Agreement (herein the "Work"). The term "Work" includes, but is not limited to, all labor necessary to construct the Project as described in the Contract Documents, all materials and/or equipment incorporated or to be incorporated in the Project as described in the Contract Documents.

ARTICLE 2 - CONTRACT DOCUMENTS

Section 2.1 Definition

- A. The Contract Documents include the General Conditions of the Contract, the Construction Contract, the Drawings and Specifications, all Addenda, all Exhibits or modifications to

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

any of them, issued prior to or after execution of the Construction Contract, as well as each document as set forth in Section 00510-2 of the Agreement attached hereto. As used in this Agreement, a "modification" is either:

1. A written and signed amendment to the Agreement;
2. A Change Order or Construction Change Order (as defined in this Agreement);
3. A written interpretation issued by the Owner;
4. A Construction Change Directive issued by the Owner.

Section 2.2 Intent of Contract Documents

- A. The intent of the Contract Documents is to include all materials, appliances, labor and services of every kind necessary for the proper execution of the Work. The Contract Documents are to be considered as one document, and whatever is called for by any one of the documents shall be as binding as if called for by all.

Section 2.3 Errors in Contract Documents

- A. If the Contractor finds any error, inconsistency, omission, discrepancy or variance with any applicable laws in any respect in the Contract Documents, it shall notify the Consultant in writing of any errors discovered within five working (5) calendar days of such discovery and before beginning the affected portion of the Work. The Owner will make any correction, interpretation or clarification promptly, basing its decision on the intent of the Contract Documents. Failure of the Contractor to timely notify the Consultant of any such error or inconsistency within the time provided by this paragraph shall bar the Contractor from making any claim for additional time or compensation caused by any such error or inconsistency even if the error or inconsistency caused the Contractor to incur additional expense or time of performance.

ARTICLE 3 - PROGRESS OF THE WORK

Section 3.1 Commencement and Completion

- A. The Contractor shall commence the Work within seven (7) calendar days following receipt of a written Notice to Proceed from the Consultant and shall substantially complete the work per Section 005000, the "Construction Contract". The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor warrants that it will deliver the Project to the Owner free from any and all liens or other encumbrances. Contractor further agrees to promptly (which is defined for purposes of this paragraph as no more than three calendar days from receipt of any lien or other notice) notify the Consultant of the existence of any and all liens filed by any sub-contractors, materialmen, suppliers or sub-contractors. Time is of the essence, and the Substantial Completion Date may be altered only as provided in this Agreement.

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. For purposes of this Agreement, substantial completion shall occur when the Project has been constructed to the point that only minor or punch list items remain to be performed and the Work can be occupied by the Owner and used for the purpose for which it was intended ("Substantial Completion"). Owner and Consultant will, upon request of the Contractor, issue a certificate establishing the Substantial Completion Date at any time after Substantial Completion has occurred.

Section 3.2 The Progress Schedule

- A. Prior to commencement of on-site construction activities and in any event within seven (7) calendar days from the receipt of the Notice to Proceed from Consultant, Contractor shall submit to the Consultant a preliminary progress schedule in the form of either a bar chart or Critical Path Method (CPM) schedule. Said preliminary progress schedule will be consistent with the information set forth in the bidding documents concerning the Substantial Completion Dates, the sequencing of activities and shall include, but not be limited to, the durations for all major items of work to be performed; the start and finish date of all such activities; and the Substantial Completion Date of the Project as set out in this Agreement. Within thirty (30) calendar days from the submission of the preliminary progress schedule, the Contractor shall submit to the Consultant for approval, a more detailed progress schedule, which shall be either a bar chart or Critical Path Method (CPM) schedule depicting all activities which will occur on the Project; the duration of such activities; the start and finish dates of such activities; the final and Substantial Completion Date; and the inter-dependence of all such activities. The Contractor shall submit to the Consultant updated progress schedules each month to reflect actual progress made and to forecast future progress of the Work. The Owner reserves the right to reasonably reschedule the Work or the sequence of the activities of the Contractor for no additional compensation should it deem such rescheduling to be in its best interest.

Section 3.3 Extension of Substantial or Final Completion Date

- A. The Substantial Completion Date or Final Completion Dates (which are defined in Sections 3.1A and 4.6B respectively of this Agreement) shall be extended only for such number of calendar days that the Work is actually delayed by a natural catastrophe, abnormal inclement weather, as defined in Technical Specification Section 012620, or by a Change Order or Change Order Directive (herein "Excusable Delays"). No extensions to the Substantial Completion Date shall be granted due to the negligence or fault of the Contractor or its Sub-contractors. Non-availability of materials, non-availability of local labor, or inclement weather (normal precipitation and normal temperature variance) will not be considered cause for extension of the Substantial Completion Date. No extension to the Substantial Completion Date shall be granted for the period of time during a delay in the performance of the Work which is caused in part by the Owner or the Architect and in part by the Contractor or one for whom the Contractor is responsible ("Concurrent Delays").

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

- B. In order to obtain an extension of the Substantial Completion Date or the Final Completion Date due to an Excusable Delay, the Contractor in each instance shall give written notice to the Consultant within five (5) calendar days after the occurrence of each Excusable Delay, and upon the failure of the Contractor to do so, its right, if any, to an extension will be considered waived. The Owner, through the Consultant, shall render a written decision which shall be made in good faith and shall be conclusive upon the parties granting or refusing the request of the Contractor for an extension, within thirty (30) calendar days after receipt of the request for a time extension.
- C. Construction time shall include all normal weather conditions, such as rain, snow, and freezing temperatures. Extension of time will not be allowed for the normal inclement weather, as recorded by the Nashville area office of the National Weather Service. Refer to specification Section 012620 for delays attributed to unusually severe weather.

Section 3.4 No Damage for Delay

- A. Contractor agrees to prosecute the Work and to require the sub-contractors to prosecute the Work in a timely and proper method so as to meet the dates reflected on the progress schedule. In the event that the Contractor is delayed in the prosecution of the Work through no fault of the Contractor or its sub-contractors, and for causes as set forth in Paragraph 3.3A of this Agreement, and defined therein as Excusable Delay, then the Contractor may seek a time extension in accordance with the provisions of Paragraph 3.3B. Contractor agrees that such time extension is its sole and exclusive remedy for any damages caused by delays to the Project and that the Owner shall not be liable for any monetary delay damages. Contractor also agrees that the Owner shall not be liable for any monetary damages, including but not limited to, home office overhead, sustained by Contractor for acceleration, disruption, suspension of the work or any other damages related to the progress schedule. The Owner shall not be liable for consequential damages of any nature for any reason at any time.

Section 3.5 Liquidated Damage

- A. In order to compensate the Owner for failing to achieve the Substantial Completion Date or Final Completion Date, as such date has been adjusted for Excusable Delays as defined herein, the Contractor shall pay to the Owner as liquidated damages and not as a penalty the following amounts:
 - 1. The Contractor agrees to pay the Owner the sum of (\$250) per day for every calendar day the work remains incomplete until Substantial Completion is achieved.
 - 2. The Contractor agrees to pay the Owner the sum of (\$250) per day for each calendar day the punch-list work and submission of all close-out documents remains incomplete beyond thirty (30) calendar days from date of Substantial Completion.

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

- B. The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for the costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

ARTICLE 4 - PAYMENT

Section 4.1 Payment Procedure

- A. Progress payments shall be made by the Owner to the Contractor in accordance with the following procedure:
 - 1. Within ten (10) calendar days from the Notice to Proceed, the Contractor shall send the Consultant the completed schedule of values contained in the bidding document for approval by the Consultant.
 - 2. At least ten days before the date established for each progress payment, the Contractor shall submit to the Consultant an itemized and notarized Application and Certificate for Payment, based on the Work completed during the current month, using AIA Document G702. Contractor shall not be paid any amounts exceeding the Lump Sum Price as set forth in the construction contract, Section 005000, unless modified by a properly executed written Change Order or Change Order Directive in accordance with the Provisions of Article 9 of this Agreement.
- B. Each Application and Certificate for Payment, at the Owner's request, shall be accompanied by:
 - 1. Payroll information.
 - 2. Affidavit from each certified sub-contractor indicating they have been paid what is due them through the previous applications for payment.
 - 3. An approved updated progress schedule as required in Section 3.2.
 - 4. Updated schedule of submittals/submittal status log per Section 15.6.
 - 5. Other documentation as may be requested by the Owner for his proper review of the Application and Certificate for Payment.
- C. The Owner shall promptly review each Application and Certificate for Payment and approve it for such amount as is properly due under the Contract Documents.
- D. Payments by the Owner shall be made within thirty (30) calendar days after receipt of such Application by the Owner, subject to the Owner's right to withhold payments pursuant to Article 7, Section 7.7.

Section 4.2 Retainage

- A. In making progress payments pursuant to Section 4.1, the Owner shall retain five percent (5%) of the approved amount of any Application and Certificate for Payment. Such retained amounts shall not be due and payable to the Contractor until Final Completion of the Work by the Contractor and Final Acceptance, as defined in Section 4.6 of this Agreement, of the Work by the Owner. Periodic reductions in the amount of retainage will be permitted by the Owner if deemed appropriate to the state of contract completion. The Contractor may retain from each sub-contractor a percentage no greater than that retained by the Owner.
- B. For Contract values of \$500,000 or greater, the retained funds must be deposited in a separate interest-bearing escrow account with a third party providing proper security for the performance of the obligation of the Owner or the Contractor pursuant to T.C.A. 6611-144.
- C. By signing this Agreement, the Contractor expressly waives (herein referred to as a "Waiver") all liens, claims, rights, encumbrances, security interests, any other benefit of, and all rights that might arise pursuant to T.C.A.' 66-11-101 et. seq. or any other Tennessee statute (herein referred to as a "Lien"). As a condition precedent to subcontracting any portion of the Work, the Contractor shall first obtain a similar universal Waiver of Lien in writing from each Sub-contractor, Sub-sub-contractor, materialman, supplier, lessor, vendor performing services or providing materials or labor in connection with the Work and any other person that could qualify for a Lien, claim, right or other security interest under Tennessee law.

Section 4.3 Payment for Material Stored On-Site

- A. Payment for the actual unit cost of materials suitably stored on the site of the Work and intended for incorporation in the Work will be made by the Owner to the Contractor upon storage subject to the provisions of Sections 4.1 and 4.2 and the following conditions:
 - 1. The Contractor shall furnish supporting evidence satisfactory to the Consultant evidencing the cost of the materials and shipment to the site of the Work;
 - 2. The materials shall not be stored on the site of the Work for more than forty-five (45) calendar days before they are installed in place, without the written consent of Owner;
 - 3. The materials shall be stored on-site in accordance with applicable recommendations of the manufacturer, and the instructions of the Owner;
 - 4. All materials delivered to the site of the Work shall be stored and handled so as to preclude inclusion of any foreign substances and to prevent any discoloration or damage which might reduce the effectiveness of the materials as part of the Work.
 - 5. Payment for stored materials will be subject to retainage as defined in Section 4.2;
 - 6. The representative of the Owner may inspect and inventory any stored materials;

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

7. No payment will be made for stored material unless such material is specially manufactured for the Project. For example, no payment will be made for material that is commercially available such as conduit, piping, sod, etc.
 8. The Contractor will be responsible for risk of loss for any and all materials stored on site until final completion and acceptance.
- A. Payment will not be made for materials stored off the site of the Work without the written consent of Owner. In the event that the Owner consents to payment for materials stored off site, such payment shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the title of the Owner to such materials or equipment, and the submission of satisfactory insurance certificates for the stored materials.

Section 4.4 Use of Payments

- A. The Contractor shall use all sums paid to it pursuant to this Agreement for the performance of the Work in accordance with the Contract Documents and Article 8 of this agreement. Upon the request of the Consultant, the Contractor shall furnish satisfactory proof, including but not limited to partial releases of liens utilizing the form found in section 00650 of the contract documents, as to the disposition of any monies paid to the Contractor by the Owner; provided, however, no provision of this agreement shall be construed to require the Owner to be in any way responsible for the proper disposition or application of the monies paid to the Contractor.

Section 4.5 Payment Not a Waiver

- A. Neither the approval or making of any payment to the Contractor, nor the partial or entire use or occupancy of the Work by the Owner shall be an acceptance of any portion of Work.

Section 4.6 Final Payment, Final Acceptance and Final Completion

- A. Final Payment by the Owner shall constitute a waiver of all claims by the Owner for performance of the Work except for claims of the Owner arising from unsettled liens, incomplete or defective workmanship, defective materials, failure to perform in accordance with the progress schedule, or for the breach of this Agreement. Acceptance of the Final Payment by the Contractor shall constitute a waiver and release of any and all claims which the Contractor may have then or in the future have against the Owner arising from the Work or this Agreement.
- B. Final Completion of the Work shall occur only after all Work (including punch list items) provided for in the Contract Documents has been finally completed ("Final Completion"). Final Acceptance of the Work shall occur when all Work has been accepted in writing by the Owner and the Contractor has provided the Owner with instructions and operating manuals, parts lists, modified construction documents approved by the Architect are suitable for preparing final "as-built" drawings, final release of liens by all sub-contractors utilizing the form found in section 006500 of the contract documents, final release of liens from the General Contractor utilizing the form found in section 006500 of the contract

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

documents and all other items required by the Contract Documents and this Agreement ("Final Acceptance").

- C. Within thirty (30) calendar days after Final Acceptance of the Work, the Final Payment of amounts found properly due under the Contract Documents, including amounts previously retained pursuant to Section 4.2, shall be paid to the Contractor.
- D. Neither the Final Payment nor the remaining retainage shall become due until the Contractor submits to the Consultant the following:
 - 1. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied;
 - 2. A consent of surety to Final Payment; and
 - 3. Other data establishing payment or satisfaction of all such obligations, such as receipts, final release of liens by all sub-contractors utilizing the form found in the contract documents and final release of liens from the General Contractor utilizing the form found in section 006500 of the contract documents.
- E. If any sub-contractor, sub-sub-contractor, laborer, vendor or materialman refuses to furnish a release or waiver required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees incurred by Owner
- F. The Consultant shall issue a Certificate of Final Completion when, the Project has been completed and all conditions required by Paragraph 4.7 have been complied with by Contractor.

Section 4.7 The Right of Owner to Withhold Payment

- A. The Owner may withhold or, on account of subsequent discovered evidence, nullify the whole or part of any payment, including Final Payment, and withhold retainage, to such extent as may be necessary to reasonably protect itself from any of the following:
 - 1. Defective work; or
 - 2. Third-party claims filed or reasonable evidence indicating probable filing of such claims; or
 - 3. Reasonable doubt that the Work will be substantially completed by the Substantial Completion Dates; or
 - 4. Failure of the Contractor to make payments to sub-contractors or for equipment, materials or labor; or
 - 5. Evidence of fraud, over-billing or overpayment; or
 - 6. Failure of the Contractor to prosecute the Work in accordance with the Contract Documents; or

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

7. A reasonable doubt that the Work can be completed for the unpaid balance of the Lump Sum Price as defined herein; or
8. Damage to another contractor, sub-contractor or sub-sub-contractor caused by the Contractor; or
9. Failure of the Contractor to maintain monthly updates to the As-Built Drawings; or,
10. Failure of the Contractor to submit partial release of liens from all sub-contractors utilizing the form found in section 00640 of the contract documents.

ARTICLE 5 - EQUIPMENT AND MATERIALS

Section 5.1 Materials Provided by Contractor

- A. Unless otherwise provided in the Contract Documents or as may be agreed by the Parties in writing, the Contractor shall provide all equipment, materials, labor, tools, water, power to the site of the Work, and all other facilities necessary for the performance of the Work.
- B. All equipment, machinery, material, and articles incorporated in the Work shall be new and unused, and when not specified in detail in the Contract Documents, the same shall be of the most suitable grade and quality for the purpose intended.

Section 5.2 Type of Equipment Used

- A. When any equipment, material or article is referred to by trade name, make or catalog number, the reference shall be regarded as establishing the standard of quality and performance required and shall not be construed as limiting competition. The Contractor may, with the prior written approval of the Owner, use other equipment, materials or articles which are equal in quality and performance to that named in the Contract Documents; provided, however, that in no event shall such approval be construed as a waiver of the right of Owner to require equipment, materials or articles which conform to the standard of quality and performance established by reference to the trade name, make or catalog number of the equipment, materials or article for which the situation has been approved. Any cost of re-design and additional expense resulting from the substitution shall be at the sole expense of the Contractor.

Section 5.3 Non-Conforming Materials

- A. Equipment, materials or articles installed or used in the Work which do not comply with the requirements of the Contract Documents, and which have not been previously approved in writing by the Owner shall be installed or used at the risk to the Contractor of subsequent rejection by the Owner.
- B. The Contractor shall be fully and solely responsible for quality control for all materials used in the performance of the Work.

Section 5.4 Owner Furnishing Equipment or Fixtures

- A. The Owner may directly furnish any or all of the equipment or fixtures required for the Project. In the event the Owner elects to do so, the contract contingency shall be increased by the amount which was to be charged by the Contractor for such equipment or fixtures as set forth and included in the Contract Documents. A Construction Change Order increasing the contract contingency for that item of work shall be executed by Owner and Contractor to reflect an increase in the contract contingency for that item of Work. The Contractor shall assume responsibility for and be fully responsible for the care, custody and control of all Owner furnished equipment once said equipment arrives on the job site or in any approved off-site storage facility.

ARTICLE 6 - "AS BUILT" DRAWINGS AND DATA

Section 6.1 "As Built" Drawings

- A. A complete set of drawings shall be maintained by the Contractor at the construction site for the purpose of showing "as built" conditions. The drawings shall be kept up-to-date and marked each day to show all changes and variations and each entry shall be dated and verified as made. At the completion of the Work and prior to Final Payment, a complete set of modified construction documents approved by the Consultant and suitable for preparing final "as built" drawings shall be submitted to the Consultant.

Section 6.2 Operation Maintenance Data and Training

- A. The Contractor shall furnish complete and necessary data for the operation, repair and maintenance of each operating component of the Work (herein the "Data"). The Data shall include prints of shop drawings, "as-installed" conditions, sources of equipment and principal materials, specified tests and performance data, repair and maintenance data, lubrication instructions and recommendations, parts lists, and other catalog data or information required to operate and maintain any part of the Work. Care shall be taken to include all pertinent data and to exclude inapplicable or duplicate information. As specified in the Contract Documents, the Contractor shall also provide systems training of maintenance personnel.
- B. Prior to Final Payment, Data shall be provided to the Consultant in accordance with associated sections of the contract documents.
- C. Installation information for all machinery and equipment also shall be kept on the site of the Work during construction but used or marked prints or data sheets are not to be used in assembling the final maintenance and operating manuals described in Paragraph (a).

Section 6.3 Information from Suppliers

- A. The Contractor shall make it a requirement or condition of purchase from its suppliers of equipment and/or materials (1) to furnish complete and adequate operating and maintenance data pertaining to their equipment, (2) to assign to the Owner any warranty, express or implied, furnished by the manufacturer of the equipment, and (3) to assign to the Owner any customary maintenance or repair service, spare parts supply service, or personnel support service furnished by the manufacturer of the equipment. If the terms and conditions of any warranty, maintenance or repair service, spare parts supply service, or personnel support service furnished by the manufacturer of the equipment are negotiable, they shall be negotiated by the Owner and the manufacturer. The Contractor shall also advise the Consultant in advance of placing any order for equipment if the warranty furnished by the manufacturer commences upon purchase, shipment or installation of such equipment.

ARTICLE 7 - SUBCONTRACTS

Section 7.1 Definition

- A. As used in the Contract Documents, a "Sub-contractor" is a person or organization that has a contract with the Contractor to perform any portion of the Work or to furnish any equipment or materials to the Project.
- B. As used in the Contract Documents, a "Sub-sub-contractor" is a person or organization that has a direct or indirect contract with the Sub-contractor to perform any portion of the Work, or to furnish any equipment or materials to the Project.

Section 7.2 No Contractual Relationship with Owner

- A. Nothing contained in the Contract Documents or otherwise shall create any contractual relationship between the Owner and any Sub-contractor or Sub-sub-contractor, and no subcontract or sub-subcontract shall relieve the Contractor of its responsibilities and obligations should any Sub-contractor or Sub-sub-contractor fail to perform its work in a satisfactory manner. The Contractor agrees to be as fully responsible to the Owner for the acts and omissions of its Sub-contractors and their Sub-sub-contractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

Section 7.3 Award of Subcontracts

- A. Unless otherwise specified in the Contract Documents, the Contractor, within ten (10) calendar days after bids are opened, the apparent low bidder, and any other bidder so requested, shall submit a list of all sub-contractors he expects to use in the work. An experience statement with pertinent information as to similar projects and other evidence of qualification shall be furnished for each named sub-contractor, as requested by the

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

Owner. If the Owner or Consultant, after due investigation, has a reasonable objection to any proposed sub-contractor, he may, before contract execution, request the apparent low bidder to submit an acceptable substitute without an increase in his/her bid. If the apparent low bidder declines to make any such substitution, he will not thereby sacrifice his/her bid security. Any sub-contractor so listed and to whom the Owner or Consultant does not make any written objection prior to contract execution will be deemed acceptable to Owner and Consultant. The Contractor shall not be required to employ any subcontractor against whom he has reasonable objection. The use of sub-contractors listed by the bidder and accepted by the Owner prior to contract execution will be required in the performance of the work. Every sub-contractor proposed for this project shall be required to execute the appropriate form entitled "Certificate of Non-Discrimination", Section 004500.

- B. The Contractor shall not contract with any Sub-contractor or material supplier (nor shall they contract with any Sub-sub-contractor) or any person or organization (including those who are to furnish materials or equipment) proposed for portions of the Work designated in the Contract Documents or, if none is so designated, with any Sub-contractor proposed for principal portions of the Work who has not been previously approved in writing by the Owner.
- C. If the Owner, for good cause, refuses to accept any Sub-contractor or material supplier (or Sub-sub-contractor) or person or organization on a list submitted by the Contractor, the Contractor shall submit an acceptable substitute. The Contractor shall indemnify, defend and hold harmless the Owner, its directors, officers and employees from all liabilities, claims or causes of action arising from the rejection of any Sub-contractor, Sub-subcontractor or material supplier by the Owner.

Section 7.4 Change of Sub-contractors

- A. The Owner and Consultant may require a change of any Sub-contractor. In such event, the Contractor shall submit a suitable substitute which is approved by the Owner and Consultant.

Section 7.5 No Substitution of Sub-contractors

- A. The Contractor shall not make any substitution for any Sub-contractor nor allow the substitution of any Sub-sub-contractor who has been accepted by the Owner and Consultant, unless the substitution is required and previously approved by the Owner and Consultant. Acceptable reasons for substitution (other than where required by the Owner and Consultant) shall be limited to the following:
 - 1. Inability of the Sub-contractor or Sub-sub-contractor to provide bonds, if required;
 - 2. Failure of the Sub-contractor or Sub-sub-contractor to perform according to approved schedules or other provisions of the Contract Documents; or
 - 3. Other reasons which would reasonably render the Sub-contractor or Sub-subcontractor unable to perform its work according to the Contract Documents as evidenced in writing by the Contractor.

Section 7.6 Subcontract Terms

- A. All portions of the Work performed by a Sub-contractor or Sub-sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the Sub-contractor (and where appropriate between Sub-contractors and Sub-sub-contractors) which shall contain provisions that:
1. Preserve and protect the rights of the Owner under the Contract Documents with respect to the portion of the Work to be performed under the Subcontract (or Sub-subcontract) so that the subcontracting will not prejudice such rights;
 2. Require that such work be performed in accordance with the requirements of the Contract Documents;
 3. Require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party including a partial release of liens utilizing the form found in section 00640 of the contract documents;
 4. Require that all requests for additional compensation, extensions of time or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Sub-contractor or Sub-sub-contractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like requests by the Contractor upon the Owner; and
 5. Obligate each Sub-contractor or Sub-sub-contractor specifically to consent to the provisions of this Agreement, including but not limited to Sections 3.2, 3.3, 3.4, 16.1, 24.2 and 24.3.

ARTICLE 8 - PAYMENT TO SUB-CONTRACTORS FROM CONTRACTOR

Section 8.1 Payments to Sub-contractors From the Contractor

- A. The Contractor shall pay each Sub-contractor an amount equal to the percentage of completion allowed to the Contractor on account of the work of such Sub-contractor, less the percentage retained from payments to the Contractor. The Contractor shall also require each Sub-contractor to make similar payments to its Sub-sub-contractors.

Section 8.2 Withholding of Payment by the Owner

- A. If the Owner withholds monies for any cause which is the fault of the Contractor and not the fault of a particular Sub-contractor, the Contractor shall pay that Sub-contractor on demand, made at any time after the progress payment by the Owner should otherwise have been issued, for its work to the extent completed, less the retained percentage. Notwithstanding this Section 8.2, Contractor may withhold funds from any Sub-contractor that is not performing its work in accordance with the Contract Documents. If the Owner has paid the Contractor for the work of a Sub-contractor, which is withheld by the Contractor, then the Contractor shall refund to the Owner all funds paid by the Owner for such Sub-contractor's work.

Section 8.3 Independent Obligation to Pay

- A. The obligation of the Contractor to pay its sub-contractors (and their obligation to pay sub-sub-contractors) is an independent obligation from the obligation of the Owner to make payment to the Contractor. The Owner shall have no obligation to pay or to see to the payment of any monies to any Sub-contractor or Sub-sub-contractor.

ARTICLE 9 - CHANGES

Section 9.1 Changes in The Work

- A. The Owner, without invalidating the Agreement, may, through Consultant, order extra work or make changes by altering, adding to or deducting from the Work by executing a Change Order, Change Order Directive, Construction Change Order or Construction Change Order Directive in a form provided by the Owner. A Change Order/Change Order Directive is defined as any change to the contract which increases the lump sum contract amount or increases contract time. A Construction Change Order/Construction Change Order Directive is defined as any action taking place within the confines of the contract contingency fund. A Construction Change Order can not change the lump sum contract amount nor can it change contract time. All work performed pursuant to a valid Change Order/Change Order Directive or Construction Change Order/Construction Change Order Directive shall be performed under the conditions of this Agreement and the Contract Documents.
- B. The Owner shall have authority to make changes in the Work not involving extra cost, and not inconsistent with the purposes of the Work, but otherwise, no extra Work or change in the Work shall be made unless pursuant to a Change Order and no claim by Contractor for additional cost or fee or any extension of the Substantial Completion Date shall be valid unless so ordered in a written Change Order.

Section 9.2 Change Order / Construction Change Order Procedure

- A. Upon receipt of a request from the Owner, through Consultant, for extra Work or changes in the Work, the Contractor shall furnish to the Consultant a statement setting forth in detail the proposal of the Contractor for performing the extra Work or changes and the effect of the extra Work or changes, if any, on the Lump Sum Price / Substantial Completion Date (Change Order) or changes in the contingency fund (Construction Change Order). If the Owner approves in writing the proposal of the Contractor, a Change Order or Construction Change Order in the form provided by the Owner shall be executed by the parties and the Lump Sum Price or Substantial Completion Date or the contingency fund shall be adjusted accordingly.

Section 9.3 Changes in the Lump Sum

- A. Decreases in the Scope: The decrease in the Lump Sum Price or deleting a portion of the Scope of Work shall equal the sum of the following:

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

1. The actual labor cost that the Contractor would have incurred to perform the Work deleted including the cost of overhead, profit, general conditions, insurance and taxes.
2. The actual unit cost of materials, supplies, products, equipment and rental equipment that the Contractor would have used in performing the Work deleted, including sales taxes;
3. The actual cost of Sub-contractors and Sub-sub-contractors that the Contractor would have incurred in performing the Work deleted, including overhead, profit, general conditions, insurance and taxes; and
4. The actual credit for the cost associated with the lower limits required for the bonds including Sub-contractor and Sub-sub-contractor bonds, if applicable, as a result of the reduction in the Scope of the Work.

Section 9.4 Force Account

- A. In the event that the Owner and the Contractor cannot agree on the amount or time extension, if any, due to the Contractor for a Change Order or Construction Change Order pursuant to this Agreement, the Owner and Consultant may direct the Contractor to proceed with the performance of the Change Order or Construction Change Order by a Change Order Directive or Construction Change Order Directive as applicable. In such event, the Contractor's compensation will be calculated pursuant to the provisions of Section 9.3.

Section 9.5 Unconditional Obligation to Proceed

- A. Notwithstanding anything herein to the contrary, the Contractor will proceed with the Work so as to complete the Work on or before the Substantial Completion Dates even if it has a dispute with the Owner concerning the amount to be paid under this Section or any extension of time which is or could be due to the Contractor pursuant to a Change Order/Construction Change Order or Change Order Directive/Construction Change Order Directive or otherwise.

ARTICLE 10 - THE UNDERSTANDING OF THE CONTRACTOR

Section 10.1 Examination of Work Site

- A. The Contractor acknowledges that it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials, equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions and all other matters which can in any way affect the Work.
- B. If the Owner has obtained any geotechnical data, soil and subsurface tests and other soil engineering tests and reports in areas where the Work is to be performed for the purpose

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

of study and design, which data, tests and reports will be made available to Contractor on request. The interpretation of such data, tests and reports shall be the sole responsibility of the Contractor. Owner does not assume any responsibility whatsoever in respect to the sufficiency or accuracy of such investigation, the reports thereof, or the interpretation set forth and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. Notwithstanding anything herein to the contrary, should the Contractor encounter underground conditions which were unknown, unforeseen in the exercise of the Contractor's best professional judgment, and not reflected on the geotechnical data, the soils and subsurface tests or reports furnished to or available to the Contractor, the Contractor shall be reimbursed, pursuant to Section 9.3 of this Agreement, by the Owner for all actual documented additional costs incurred by the Contractor as a result of the unknown and unforeseen underground conditions.

Section 10.2 Sufficiency of Contract Documents

- A. The Contractor acknowledges that the Contract Documents are sufficient to enable it to determine the cost of all of the Work and that the Work can be completed in accordance with the Contract Documents for the Lump Sum Price.
- B. The Contractor acknowledges that any observed discrepancies, omissions, ambiguities or conflicts in the Contract Documents will be brought to the attention of the Consultant, as set forth in Section 2.3 "Errors in Contract Documents" of this Agreement, and in a timely manner in order to insure substantial completion of the Work by the Substantial Completion Dates. In addition, the Contractor acknowledges that the Owner has not made nor shall it be deemed to have made any warranties, guarantees or representations of any kind whatsoever regarding the sufficiency of the Contract Documents.
- C. The Owner shall not be responsible for any damages resulting from any errors, inconsistencies or omissions in the Contract Documents which were discovered or observed and not noted by the Contractor in accordance with Paragraph (B) and Section 2.3.

Section 10.3 No Oral Modification

- A. No oral agreement or conversation with any officer, agent or employee of the Owner or its representatives, including Consultant, either before or after the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement or the Contract Documents. No extra compensation will be due from the Owner as a result of the Contractor not being aware of any matter which may affect the Work.

ARTICLE 11 - THE REPRESENTATIVE OF THE OWNER

Section 11.1 The Representative of the Owner

- A. The Representative of the Owner (The Owner is defined as the City of Columbia) will be **Mackel Reagan, Director of Parks and Recreation, City of Columbia**. The Owner shall have the right to replace the Representative of the Owner at any time with or without cause.

Section 11.2 Decisions of the Owner

- A. Initial Decision: The Representative of the Owner and/or the Consultant shall decide meaning and intent of the technical specifications and any plan or drawing where same may be found obscure or to be in dispute.
- B. Final Decision: Any unresolved dispute between the Representative of the Owner and/or the Consultant and the Contractor shall be referred to the City Engineer, who, after such hearings and discussions as he deems appropriate, shall render a final and conclusive decision.
- C. Disputes: Any dispute arising from the execution of this contract shall be governed, construed and enforced according to the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, the construction, the interpretation, and the enforcement of this contract shall be instituted and litigated in courts of the State of Tennessee located in Maury County, Tennessee, and in no other. In accordance herewith parties to this contract submit to the jurisdiction of the courts of the State of Tennessee, located in Maury County, Tennessee.

ARTICLE 12 - SUPERVISION OF THE WORK; SAFETY AND SECURITY

Section 12.1 The Project Management of the Contractor

- A. The Contractor shall designate in writing to the Consultant and keep on the Work during its progress a competent Project Management Team, including at a minimum a Project Manager and a Superintendent, satisfactory to the Owner. Any of these individuals shall be changed upon written request of the Owner but shall not be changed by the Contractor except with the consent of the Owner. These individuals shall represent the Contractor and all directions given to any of them by the Owner and Consultant shall be as binding. These individuals shall devote their full time to the Work and shall maintain an office on the site of the Work. They shall direct, coordinate and supervise all Work, inspect all materials delivered to the site of the Work to ascertain whether or not they comply with the requirements of the Contract Documents, and reject all non-conforming materials or workmanship.
- B. The Superintendent shall be designated by the Contractor in writing at the time of submission of proposed sub-contractors and a list of work experience shall be submitted

for the Superintendent. The Superintendent shall be subject to the approval of the Owner. The Owner through the Consultant shall be notified immediately in writing of any change in superintendent. A list of work experience shall be submitted for the newly designated superintendent.

Section 12.2 Order and Discipline

- A. The Contractor shall at all times be responsible for enforcing strict discipline and good order among its employees, and any employee of its sub-contractors and sub-subcontractors. If any person on the site of the Work shall appear to be incompetent, disorderly or intemperate, in any way disrupts or interferes with the Work, or is in any other way disqualified for or unfaithful to the job entrusted to him, such person shall be discharged immediately, and he shall not again be employed on the Work without the prior written consent of the Owner.

Section 12.3 Cleaning Up

- A. During the performance of the Work, the Contractor shall keep the site of the Work clean and free of all rubbish, waste materials, debris and other materials in accordance with the instructions set forth in the Contract Documents. At the end of each working day the Contractor shall remove all waste materials, rubbish and debris from and about the Work as well as all surplus materials and will leave the site of the Work clean in accordance with the Contract Documents.

Section 12.4 Safety and Security

- A. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
1. Employees on the Work and other persons who may be affected thereby;
 2. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Sub-contractors or Sub-sub-contractors; and
 3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement during the course of construction.
- B. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such The Contractor shall promptly remedy all damage or loss to any property referred to in clause 12.4.A.2 activities under supervision of properly qualified personnel.
- E. The Contractor shall promptly remedy all damage or loss to any property referred to in clause 12.4.A.2 and 12.4.A.3 caused in whole or in part by the Contractor, any Subcontractor, and Sub-sub-contractor, anyone directly or indirectly employed by and of them, or by anyone for whose acts any of them may be liable, and for which Contractor is responsible under clause 12.4.A.2 and 12.4.A.3.
- F. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and the Consultant.
- G. These construction documents and the construction hereby contemplated are to be governed at all times by applicable provisions of the Federal and Local Laws including but not limited to the latest amendments of the following:
 - 1. William-Steiger Occupational Safety and Health Act of 1970 Public Law 91-596.
 - 2. Part 1910 -Occupational Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.
 - 3. Part 1518 - Safety and Health Regulations for Construction, Chapter XII of Title 29, Code of Federal Regulations.
- H. Contractor alone shall be responsible for the safety, efficiency, and adequacy of his/her plant, appliances and methods; and for any damage which may result from their failure or their improper construction, maintenance or operation.

Section 12.5 Inspection of the Work

- A. The Owner, Consultant, and persons designated by the Owner shall at all times have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Owner discovers any defective Work in connection with any inspection, it shall report such defective Work to the Contractor in writing and the Contractor shall, at its expense, correct it.
- B. If the Contract Documents, the written instructions of the Owner and Consultant, laws, ordinances, rules or regulations, or any public authority require any of the Work to be specifically tested or inspected, the Contractor shall give the Consultant timely notice of its readiness for inspection and testing, and if the test or inspection is performed by an authority other than the Owner, of the date set for such test or inspection. Inspections by the Owner shall be promptly made and, where practicable, at the source of supply. If any of the Work should be covered up without the approval or consent of the Owner or any

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

necessary authority, it shall be uncovered for examination, if required by the Owner or such other authority, at the sole expense of the Contractor.

- C. Re-examination of questioned Work that has been previously inspected by the Owner may be ordered by the Owner and, if so ordered, the questioned Work shall be uncovered by the Contractor. If such Work is found to be in compliance with the Contract Documents, the Owner shall pay the actual cost of the re-examination and repairs. If such Work is found not to be in compliance with the Contract Documents, the Contractor shall bear the costs of the re-examination and repairs.

ARTICLE 13 - PERMITS, LICENSES, LAWS AND REGULATIONS

Section 13.1 Contractor to Secure all Permits

- A. The Contractor shall secure and pay for all permits. Contractor shall be responsible for all inspections required by the City in conjunction with the issuance of said permits. Contractor shall secure and pay for all governmental fees, utilities, licenses and other permits necessary for the lawful and proper execution and completion of the Work. Contractor shall provide notice to Owner and Consultant of any and all filings, inspections, grants/denials, and communications with any permitting authority.

Section 13.2 Compliance with Laws

- A. The Contractor shall give all notices and shall comply with all laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over the Work, which have any bearing on the execution of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect with any such laws, ordinances, rules, regulations and orders, it shall promptly notify the Consultant in writing and any necessary changes shall be made. If the Contractor fails to give such notice or executes any of the Work when it knew or should have known such Work was contrary to any such laws, ordinances, rules, regulations or orders, it shall bear all resulting costs to correct said Work to comply with such laws and regulations and be liable for any resulting fines, penalties, judgments or damages imposed on or incurred by the Owner.
- B. The Contractor certifies that it is qualified to do business in the State of Tennessee and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall obtain and maintain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses shall be made available to the Owner, upon request.
- C. The Contractor is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement, including but not limited to the Fair Labor Standards Act, Occupational

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). The Contractor shall promptly notify the Consultant of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

- D. All construction activities shall be completed with full compliance of the Americans with Disabilities Act Accessibility Standards as well as any additional accessibility standards identified and accepted locally and/or on the state level.

ARTICLE 14 - TAXES

Section 14.1 Payment of Taxes by Contractor

- A. Any and all taxes, excise, duties and assessments in any manner levied, assessed or imposed by any government or subdivision or agency having jurisdiction over the Work (other than taxes on the real property of Owner) shall be the sole responsibility and liability of the Contractor. The taxes to be paid by the Contractor are those legally enacted when bids are received, or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- B. The Contractor shall promptly pay and discharge when due, unless the validity or application is being contested by the Contractor in good faith, any and all taxes, excises, duties and assessments, together with any interest and penalties, if any, the responsibility and liability for which the Contractor has assumed pursuant to the provisions of Paragraph (a), unless any such tax, excise, duty or assessment is levied, assessed or imposed upon the Owner, in which case the Owner shall promptly give the Contractor notice of such levy, assessment or imposition, whereupon the Contractor shall promptly pay and discharge the same. Upon the written request and at the sole expense of the Contractor, the Owner shall assist the Contractor in contesting the validity or application of any such levy, assessment or imposition, and in the event a refund of all or any part of any tax, excise, duty or assessment (including interest and penalties, if any), said refund shall be refunded to the Contractor (less the amount of expenses associated with such contest not previously reimbursed by the Contractor to the Owner).

ARTICLE 15 - SHOP DRAWINGS AND SAMPLES; MATERIAL TESTING

Section 15.1 Definitions

- A. As used in this Agreement "Shop Drawings" are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor, any sub-contractor, sub-sub-contractor, manufacturer, supplier or distributor, and which illustrates some portion of the Work. Two (2) copies of required shop drawings

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

shall be submitted to the Consultant for review approval or correction. One (1) copy shall be returned to the Contractor with approval or rejection.

- B. As used in this Agreement, "Samples" are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship.

Section 15.2 Submissions

- A. Contractor shall review, stamp with its approval and submit, in orderly sequence so as to cause no delay in the Work or the work of any other contractor, all Shop Drawings and Samples required by the Contract Documents or subsequently by the Owner. Shop Drawings and Samples shall be properly identified as specified in the Contract Documents, or as the Owner may require. At the time of submission, the Contractor shall inform the Consultant in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.
- B. By approving and submitting Shop Drawings and Samples, the Contractor represents that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and other data, and that it has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.

Section 15.3 Review by The Consultant

- A. The Consultant will review and approve Shop Drawings and Samples within fourteen (14) calendar days for conformance with the design concept of the Work and with the information given in the Contract Documents. The approval of the Owner and Consultant of a given item shall not indicate approval of an assembly in which the item functions.
- B. The approval by the Consultant of Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Consultant in writing of such deviation at the time of submission and the Consultant has given written approval of the specific deviation, nor shall the approval of the Consultant relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.

Section 15.4 Corrections Made by Contractor

- A. The Contractor shall make any corrections required by the Consultant and shall submit the required number of corrected copies of Shop Drawings or new Samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Consultant on previous submissions.

Section 15.5 Prior Approval Required

- A. No portion of the Work requiring a Shop Drawing or Sample submission shall be commenced until the submission has been approved by the Consultant. All such portions of the Work shall be performed in accordance with approved Shop Drawings and Samples and the Contract Documents.

Section 15.6 Submittal Schedule

- A. Within seven (7) calendar days after execution of this Agreement, the Contractor shall provide the Owner and Consultant with a preliminary submittal schedule of the dates that each Shop Drawing or Sample will be submitted for approval. Within thirty (30) calendar days after execution of this Agreement, the Contractor shall provide the Owner and Consultant with a final schedule of the dates that each Shop Drawing or Sample will be submitted for approval. The sequence of the submittals of the Contractor shall be scheduled so as to permit an orderly review by the Owner and Consultant. The schedule shall allow reasonable added time according to the number or complexity of Shop Drawings in each submittal for the checking, correction and rechecking of corrections, as well as for return of approved or rejected Shop Drawings and Samples to the Contractor. The submittal schedule shall allow not less than five (5) calendar days for the Owner and Consultant to review any Shop Drawing or Sample.

Section 15.7 Material Testing

- A. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Owner and Consultant timely notice of its readiness, so the Owner and Consultant may observe such inspection, testing or approval. The Owner shall bear all costs of other inspection, tests or approvals.
- B. If the Owner and Consultant determine that any Work requires special inspection, testing or approval which paragraph 15.7(A) does not include, the Consultant will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in paragraph 15.7(A). If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Owner's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order or Construction Change Order shall be issued.

ARTICLE 16 - THE RIGHT OF THE OWNER TO AUDIT

Section 16.1 Right to Audit

- A. The Contractor shall keep full and accurate records of all costs incurred and items billed in connection with the Work, which records shall be open to audit by the Owner, or any authorized representative for the Owner, during the course of the Work and until five (5) years after the Final Payment by Owner. In addition, the Contractor shall make it a condition of all subcontracts and sub-subcontracts entered into in furtherance of the Work that any and all Sub-contractors and Sub-sub-contractors will keep accurate records of costs incurred and items billed in connection with the subcontract (or sub-subcontract), and that such records shall be open to audit by the Owner, or any authorized representative of the Owner, during the course of the Work of the Sub-contractor (or Sub-sub-contractor) and until four (4) years after Final Payment by the Owner to the Contractor. The failure of the Contractor to obtain such a clause in any subcontract (or sub-subcontract) shall be grounds for termination of this Agreement by the Owner.

Section 16.2 Review of Subcontracts

- A. The Contractor shall provide the Owner and Consultant with an executed copy of all subcontracts, sub-subcontracts and purchase orders entered into in furtherance of the Work, within seven (7) calendar days after the execution by Contractor of any and all subcontracts. Notwithstanding the provisions of this section, the Contractor shall furnish all copies of Subcontracts, in a timely manner and as set forth in Article 27.

ARTICLE 17 - SEPARATE CONTRACTS

Section 17.1 The Right of The Owner to Award Separate Contracts

- A. The Owner reserves the right to award other contracts in connection with work at or in the vicinity of the Work and the Contractor agrees to cooperate fully and not to unreasonably interfere with the work of such other contractors.

Section 17.2 Cooperation

- A. The Contractor shall afford the other contractors of Owner the opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall, in accordance with the Contract Documents, properly connect and coordinate the Work with their work.

Section 17.3 Inspection of Work of Other Contractors

- A. If any part of the Work depends for proper execution or results upon the work of any other of the Contractors of Owner, the Contractor shall inspect and promptly report to the Consultant any discrepancies or defects in such work that render it unsuitable for such proper execution or results. Failure of the Contractor to so inspect and report shall

constitute an acceptance of the Work of the other contractor as fit and proper to receive the Work.

Section 17.4 Responsibility for Damage

- A. Should the Contractor cause damage to the work or property of any other contractor of the Owner, including but not limited to, delay, disruption, suspension of work and/or acceleration damages, the Contractor shall settle with such other contractor by agreement or arbitration (if appropriate) if the other contractor will so settle. If such other contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall indemnify, hold harmless, and defend Owner against such proceedings at the expense of the Contractor, or provide counsel of Owner's choice for Owner at the expense of Contractor, and if any judgment or award against the Owner results, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court costs which the Owner has incurred.

Section 17.5 Owner's Right to Clean Up

- A. If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 12.3, the Owner may clean up and allocate the cost amount those responsible as determined by the Owner.

ARTICLE 18 - WARRANTIES OF THE CONTRACTOR

Section 18.1 Warranty of Title

- A. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application and Certificate for Payment, whether incorporated in the Work or not, will pass to the Owner upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (herein "Liens") and that none of the Work, materials or equipment covered by an Application and Certificate for Payment will have been acquired by the Contractor, or by any other person performing any part of the Work or furnishing materials and equipment for the Work, subject to an agreement under which a Lien is retained by the seller or supplier.

Section 18.2 Special Warranties

- A. When special guarantees or warranties are required by the Contract Documents for specific parts of the Work, the Contractor shall procure certified copies of such guarantees or warranties, countersign them and submit them to the Owner in triplicate. Delivery of such

guarantees or warranties will not relieve the Contractor from any obligations assumed under any provision of this Agreement of the Contract Documents

Section 18.3 Assignment of Warranties

- A. The Contractor hereby assigns to the Owner any and all existing assignable warranties, service life policies and patent indemnities of manufacturers other than the Contractor of materials, equipment or items incorporated in the Work. Upon the request of the Owner, the Contractor shall give the Owner assistance in enforcing the rights of the Owner arising under such warranties, service life policies and patent indemnities. At the request of the Owner and Consultant, the Contractor shall give notice (with copies to the Owner and Consultant) to any such manufacturers of the assignment of such warranties, service life policies and patent indemnities.

Section 18.4 General Warranty and Correction of Work

- A. In addition to any special guarantees or warranties contained in the Contract Documents, the Contractor warrants to the Owner that all materials and equipment furnished in performance of the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective.
- B. The Contractor shall promptly correct all defective Work whether observed before or after the Substantial Completion Dates and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such defective Work.
- C. If, within one (1) year after either Substantial Completion Date or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or warranty required by the Contract Documents, any of the Work is found to be defective and not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so.
- D. All defective or non-conforming Work shall be removed from the site of the Work if necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor also shall bear the cost of making good all work of other contractors destroyed or damaged by removal or correction of the defective Work of Contractor.
- E. If the Contractor fails to correct defective Work in accordance with this Section and the Contract Documents, the Owner may correct it and hold the Contractor liable for all costs, expenses and damages, including attorney's fees and litigation costs incurred by Owner in correcting it.
- F. In addition to the foregoing warranty, a warranty period of one (1) year shall apply to workmanship under the same terms and conditions as the original warranty, to any work, supplied in correction of the defective work under warranty or the property of the Owner pursuant to the provisions of this Section 18.4 and the Contractor shall assign to the Owner

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

any warranties, including extended warranties, as to materials or designs furnished in the performance of such correction of defective Work.

- G. The Contractor shall furnish a written guarantee that all work executed under this contract shall be free from defects of materials and workmanship for a period of one year from date of acceptance of such work by the Owner. This shall be understood to mean the replacement or correction of such defective work and material, together with the correction of damage to other work, occasioned by the defect, at the Contractor's expense. Where guarantees and/or warranties are written in the specification (or offered by the manufacturer at no additional cost) for a longer period than one year, such longer terms shall apply.
- H. Where a guarantee and/or warranty is required covering the results obtained from the use of a proprietary product or from installation, detail or method of application shown in the drawings or specified, if the Contractor is of the opinion that he will not be able to produce the required results, he shall file a written objection with the Consultant and await further instructions before proceeding with this part of the work.
- I. A Manufacturer's Warranty shall not relieve the contractor from his/her full responsibilities under guarantees and/or warranties called for in these specifications.
- J. The Contractor and/or the Manufacturer, depending which warranty is in effect, shall respond to a request for warranty work within one (1) working day of written notification by the Owner and Consultant. Required repairs shall be initiated immediately upon response and proceed continuously until satisfactorily completed.
- K. It is understood that the Owner will perform or have performed emergency repairs as necessary, and that such work will in no way void the Contractor's and/or the Manufacturer's responsibilities under the warranty.

ARTICLE 19 - RIGHT OF THE OWNER TO DO WORK

Section 19.1 Right of The Owner to Do Work

- A. If the Contractor should neglect to prosecute the Work properly or fail to do anything required by the Contract Documents, and the Consultant does not receive assurances from the Contractor of due performance reasonably satisfactory to the Owner within seven (7) calendar days after written demand is made, then the Owner may, without prejudice to any other remedy it may have under this Agreement or at law or in equity, make good any deficiencies in the Work, including but not limited to, supplementing the forces of the Contractor and deduct all costs of doing so from the payment then due and any payment thereafter due the Contractor.

Section 19.2 Deduction for Uncorrected Work

- A. If the Owner deems it inexpedient to correct deficiencies in the Work pursuant to Section 19.1, the Owner may deduct the reasonable cost of doing so from the payment then due or any payment thereafter due the Contractor, but the making of such a deduction shall in no way be deemed an election of remedies by the Owner.

Section 19.3 Correction of Work Before Final Payment

- A. The Contractor shall promptly remove from the site of the Work all materials, equipment or other items rejected by the Owner as failing to conform to the Contract Documents, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute its original work to comply with the Contract Documents and without expense to the Owner. In addition, the Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- B. If the Contractor does not remove rejected material, equipment or other items within a reasonable time (as fixed by written notice from the Consultant) the Owner may remove such items and store them at the expense of the Contractor, or dispose of such material, equipment or other items at the sole discretion of Owner. If the Contractor does not pay the expense of such removal within ten (10) calendar days, the Owner may, upon ten (10) calendar days written notice, sell such items at auction or at private sale and shall account for the net proceeds of such sale, after deducting all the costs and expenses of removal that should have been borne by the Contractor.

ARTICLE 20 - INSURANCE

Section 20.1 Owner Controlled Insurance Program

- A. If the Owner is utilizing an Owner Controlled Insurance Program for the Work, substitution insurance language will be provided by the Owner.

Section 20.2 Contractor's Liability Insurance

- A. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved by the Owner.
- B. Before commencing any work, the Contractor shall furnish the Owner and Consultant with Certificates of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect. The theme/title of the project shall also be specified on the Certificate of Insurance.

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

- C. The Contractor shall be responsible from the time of signing the Contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the Contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the City of Columbia, its officers and directors, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind and character in connection with or arising directly or indirectly out of this contract and/or the performance hereof by act or omission of the Contractor or sub-contractor, or anyone either (1) directly or indirectly employed or (2) under the supervision of any of them in the prosecution of the work included in this contract.
- D. The Contractor, upon award of the contract, shall provide at his own cost and expense the following insurance to the Owner utilizing insurance companies acceptable to the Owner and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the Owner. **Each certificate of policy shall require and contain verbatim the following clause:**
- a. **"THE City of Columbia, INCLUDING THEIR RESPECTIVE OFFICIALS, AGENTS, EMPLOYEES, AND REPRESENTATIVES ARE NAMED ADDITIONAL INSURES"**
- (The additional insured endorsement stating that the City of Columbia, including their respective officials, agents, employees and representatives are additionally insured shall be attached to the Certificate of Insurance and will apply to both General Liability and Automobile Liability.)
- E. If any of the Insurance Requirements are not complied with at their renewal dates, payment to the Contractor may be withheld until those requirements have been met, or at the option of the Owner, the Owner may pay the renewal premiums and withhold such payments from any monies due the contractor.
- F. **Workers Compensation Insurance:** The Contractor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all sub-contractors to do likewise.

Employer's Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

- G. **Automobile Liability Insurance:** To be taken out in the name of the Contractor as Named Insured and City of Columbia as Additional Insureds; covering owned, non-owned, and hired vehicles with MINIMUM LIMITS OF:

\$1,000,000 each occurrence - Combined Single Limit

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

- H. Commercial General Liability Insurance: Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

Commercial General Liability Insurance: MINIMUM LIMITS of:

\$2,000,000	General Aggregate per Project
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage any one Fire
\$ 5,000	Medical Expense any One Person

- I. Property Insurance: Contractor shall be responsible for maintaining any and all property insurance on their own equipment and shall require all sub-contractors to do likewise.
- J. Builder's Risk Coverage: To be taken out in the name of the City of Columbia and of Contractor as their interest may appear.
- K. An "All Risk" installation floater in the amount of the Contract endorsed to contain the following condition: "It is understood and agreed that coverage will cease only when the new construction (including building materials) is accepted by the Owner.
- L. Additional coverage and limits may be required based upon the particular services contracted. If such additional coverage is required for a specific contract, those requirements will be described in the "Special Conditions" of the contract specifications.
- M. The Contractor is required to provide copies of the insurance policies upon request.
- N. The Contractor shall provide notice to the Owner within three (3) business days following receipt of any notice of cancellation or material change in the Contractor's insurance policy from Contractor's insurer. Such notice shall be provided to the Owner by registered mail, return receipt requested, to the following addresses:

Mackel Reagan
City of Columbia
700 N Garden St.
Columbia, TN, 38401

ARTICLE 21 - SURETY BONDS

Section 21.1 Performance Bonds Required

- A. The Contractor shall furnish a Performance Bond in an amount equal to 100% of the contract sum as security for the faithful performance of the contract for the payment for labor and material furnished and incorporated into the work. The only acceptable form of instrument for this bond is bound herein (see Section 006100). Bond shall be furnished through an agent domiciled and legally authorized to do business in the State of Tennessee and delivered to the Consultant for the Owner not later than ten (10) calendar days after the date shown on written notice from the City of Columbia or its Consultant. Surety company proposed shall be one acceptable to the Owner.

ARTICLE 22 - INDEMNIFICATION

Section 22.1 Indemnification of the Contractor

- A. To the fullest extent permitted by law, Contractor, on behalf of itself, its Sub-contractors their agents, their employees or any entity or person for which the Contractor is or may be responsible, (all of said parties are herein sometimes collectively referred to as the "Indemnitors"), shall fully indemnify, defend, save and hold Owner, the City of Columbia, the Consultant and the Project Manager, their agents, employees, officers, directors, partners and related entities, (all of said parties are herein collectively referred to as the "Indemnitees") harmless from and against all liability, damage, loss, claims, demands, actions and expenses of any nature whatsoever, including, but not limited to reasonable attorney's fees which arise out of or are connected with: (i) any negligent act, error or omission by any Indemnitor in the performance of this Agreement; or (ii) the failure of the Indemnitor in the performance of this Agreement to comply with the laws, statutes, ordinances or regulations of any governmental authority; or (iii) the material breach of any term or condition of this Agreement by any of the Indemnitors.
- B. Without limiting the generality of the foregoing, the indemnity herein above set forth shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death or property loss to any third party, any Indemnatee, any of Indemnatee's employees, agents, licensees or invitees which arose out of or in connection with the work.
- C. The indemnity set forth in this Article shall survive any termination of this Agreement for the applicable statute of limitations period.

Section 22.2 Labor Indemnity

- A. The Contractor shall indemnify, defend and hold harmless the Owner and City of Columbia from any and all administrative and judicial actions (including reasonable attorney's fees related to any such action) incurred by the Owner in connection with any labor related activity arising from the performance of the Work of the Contractor. As used in this

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

Agreement, "labor related activity" includes, but is not limited to, strikes, walk-outs, informational or organizational picketing, use of placards, distribution of hand-outs, leaflets or in the vicinity of any facility where the Owner conducts business. The Owner shall advise the Contractor if any labor related activity occurs and the Contractor shall arrange for the legal representation necessary to protect the Owner, provided such representation is previously approved by the Owner.

Section 22.3 Royalties and Patents

- A. The Contractor shall pay all royalties and license fees in any way relating to the Work, shall defend all suits or claims for infringement of any patent rights, and shall indemnify and hold the Owner and City of Columbia harmless from loss on account of any such suit or claim.

Section 22.4 Attorneys' Fees

- A. In the event it becomes necessary for Owner to employ an attorney to enforce any provision of this Agreement, then the Contractor shall be liable for all attorneys' fees and litigation expense of Owner.

ARTICLE 23 - RIGHT TO OCCUPY BY OWNER

Section 23.1 Early Occupancy by Owner

- A. The Owner has the right to occupy or use ahead of schedule, at no additional cost to Owner, all or any substantially completed or partially completed portion of the Work when such occupancy and use are in its best interest, notwithstanding the time of completion for all of the Work.

Section 23.2 Corrections After Occupancy

- A. During the performance of the Work and after the Owner has taken occupancy of all or any substantially completed portion of the Work, the Contractor shall not disrupt the use and occupancy of the Owner to perform the Work or to make corrections in the Work but shall, at the discretion of the Owner, make such corrections at the expense of Contractor after normal working hours.

ARTICLE 24 - DEFAULT; RIGHT TO TERMINATE OF OWNER

Section 24.1 Event of Default

- A. For the purposes of this Agreement, an Event of Default shall be if:

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

1. At any time, there is a filing by or against the Contractor, in any court, a petition of bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the property of the Contractor, and within twenty (20) calendar days from the filing date the Contractor fails to secure a discharge; or
 2. The Contractor makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors; or
 3. The Contractor fails to timely and properly prosecute the Work, or fails to complete the work, or any portion thereof, entirely on or before any date established for partial, substantial or final completion; or
 4. The Contractor fails to make prompt payment to its Sub-contractors, or for materials, or labor used in the Work; or
 5. The Contractor fails to supply sufficient labor, material and/or equipment so as to complete the Work timely and in accordance with the Contract Documents including, but not limited to the progress schedule; or
 6. The Contractor performs defective work and fails to promptly and properly correct such defective work; or
 7. Without limitation, the Contractor fails to perform any provision of this Agreement or the Contract Documents.
 8. The Contractor persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- B. Upon the occurrence of an Event of Default, the Owner, by giving seven (7) calendar days prior written notice to the Contractor, and without prejudice to any other remedy the Owner may have, may provided such Event of Default has not been cured, terminate this Agreement and take possession of all or some of the materials, tools, equipment and appliances of the Contractor, and complete the Work by such means as the Owner deems fit. In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Lump Sum Price shall exceed the aggregate of (1) the expense of the Owner of completing the Work, including compensation for additional managerial and administrative services, and (2) the losses and damages of Owner, including reasonable attorneys' fees and litigation expense because of the default of Contractor, such excess shall be paid to the Contractor. If the expense of completing the Work and the losses and damages of Owner shall exceed the unpaid balance of the Lump Sum Price, the Contractor and its Surety shall pay the difference to the Owner promptly on demand.

Section 24.2 Suspension by the Owner for Convenience

- A. The Owner may order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine (herein referred to as "Suspension").
- B. Provided the Suspension lasts for more than one hundred twenty (120) calendar days, an adjustment to the Lump Sum Price ("Adjustment") shall be made for the increased costs set forth in Section 24.2(c) which were incurred because of the Suspension. No

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

Adjustment shall be made nor, shall the date of Substantial Completion be extended except by written Change Order. No Adjustment shall be made to the extent:

1. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is in full or in part responsible; or
 2. That an equitable adjustment is made or denied under another provision of this Agreement.
- C. The amount of the Contractor's compensation for a Suspension pursuant to this Section shall be limited to any properly documented costs of maintaining personnel and equipment in the field provided such costs are pre-approved by the Consultant in writing. The Owner shall not be liable at any time for home office overhead expense or consequential damages. At the Owner's option, the Contractor may be ordered to demobilize its forces because the Project is suspended. In such event, the Owner will reimburse the Contractor for the reasonable cost of demobilization and remobilization.

Section 24.3 Termination Without Cause

- A. The Owner may terminate this Agreement without cause by giving seven-(7) calendar days' prior written notice to the Contractor. In such event, the Owner will pay the Contractor for that portion of the Lump Sum Price, less the aggregate of previous payments, allocable to the Work completed by the Contractor as of the date of termination. The Owner also will reimburse the Contractor for all documented costs necessarily incurred by the Contractor for organizing and carrying out the stoppage of the Work which are paid directly by the Contractor. The Owner will not compensate the Contractor for any loss of its own profits or any consequential damages or the profits of its Sub-contractors, suppliers, vendors and materialmen. The Owner will not be responsible to reimburse the Contractor for any of its continuing contractual commitments to sub-contractors, suppliers, vendors and materialmen or for penalties or damages for canceling such contractual commitments, and the Contractor shall make all of its subcontracts and other commitments subject to this provision.

Section 24.4 Assignment of Subcontracts

- A. In the event of termination by the Owner pursuant to this Article 24, the Owner may require the Contractor to promptly assign to it all or some subcontracts, materials, tools, equipment to be installed under this Agreement, or rental agreements, and any other commitments which the Owner, in its sole discretion, chooses to take by assignment. In such event, the Contractor shall promptly execute and deliver to the Owner written assignments of such commitments.

ARTICLE 25 - HAZARDOUS MATERIALS COVENANTS

Section 25.1 Hazardous Materials Covenants

- A. Contractor hereby represents and warrants to and for the benefit of Owner that the Project or Project Site will not be used or operated in any manner that will result in the storage, use, treatment, manufacture and disposal of any Hazardous Materials (hereinafter defined) upon the Project or Project Site or any portion thereof or which will result in Hazardous Materials contamination (hereinafter defined). For purposes hereof, the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. ' 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. ' 9601 et. seq.) (CERCLA), as amended from time to time, and regulations promulgated thereunder. (iii) asbestos; (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) any substance the presence of which on the premises is prohibited by any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Project or the Project Site; (vii) petroleum based materials (with the exception of times affixed to vehicles); and (viii) any other substance which is defined as hazardous, toxic, infectious or radioactive by any Laws or by any other legal requirements affecting the Project or Project Site. The term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Project or Project Site, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Project or Project Site.
- B. In addition to and without limiting the generality of any other provision of this Contract, Contractor shall and hereby does indemnify and hold Owner and City of Columbia harmless from and against any and all losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities, including, but not limited to, attorney's fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other clean up activities, arising out of or in the manner connected with (i) the "release" or "threatened release" (as those terms are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Contractor or Contractor's employees, agents, delegees, invitees, licensees, concessionaires, sub-contractors or representatives, of any Hazardous Materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Project or Project Site. The provisions of this paragraph shall survive any payment or satisfaction of the Contract and such provisions shall remain in full force and effect.

ARTICLE 26 - MISCELLANEOUS

Section 26.1 No Waiver

- A. No consent or waiver, express or implied, by either party to or of any breach or default by the other in the performance of any of its obligations shall be deemed or construed to be

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

a consent or waiver to or of any other breach or default by such party. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party.

Section 26.2 Conflicts

- A. In the event of any conflict between the terms or provisions expressed in this Agreement and any term or provision in any of the other Contract Documents, the term or provision of this Agreement shall govern to the extent of the conflict.

Section 26.3 Assignment

- A. This Agreement shall not be assigned, delegated or transferred in whole or in part by the Contractor nor shall the Contractor assign any monies due or to become due to it without the prior written consent of the Owner.

Section 26.4 Governing Law

- A. This Agreement is entered into in Tennessee and shall be governed by and construed according to the Laws of Tennessee. Any and all disputes arising out of this Agreement, and/or the Project shall be decided by a state or federal court of competent jurisdiction in City of Columbia, Maury County, Tennessee.

Section 26.5 Counterparts

- A. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 26.6 Article and Section Headings

- A. Article and Section headings contained in this Agreement are for ease of reference only and shall not affect the interpretation or meaning of this Agreement.

Section 26.7 Notice and Communications

- A. It is the intention of the Parties that any and all communications between Owner and Contractor shall be made through Consultant, and the provisions of this Agreement and the Contract Documents will be so construed. Notwithstanding the foregoing, Contractor may elect to provide any communication demanded by the Contract Documents to both Owner and Consultant.

Section 26.8 Parties in Interest

- A. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, assigns and legal representatives.

Section 26.9 Severability

- A. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but it shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

Section 26.10 Sub-contractor Relations Requirements

- A. By appropriate written agreement, the Contractor shall require each Sub-contractor, to the extent of the Work to be performed by the Sub-contractor, to be bound to the Contractor by the obligations, terms and conditions of this Agreement and the Contract Documents, and to assume toward the Contractor the obligations, terms, conditions and responsibilities which the Contractor, by this Agreement and these Contract Documents, assumes toward the Owner. Each Sub-contractor agreement shall preserve and protect the rights of the Owner under this Agreement and the Contract Documents which respect to the Work to be performed by the Sub-contractor so that subcontracting thereof will not prejudice the rights of the Owner. The Contractor shall require each Sub-contractor to enter into similar agreements with Sub-sub-contractors. The Contractor shall make available to each proposed Sub-contractor prior to the execution of the Subcontract agreement, copies of this Agreement and the Contract Documents to which the Subcontractor will be bound. Sub-contractors shall similarly make copies of this Agreement and the Contract Documents available to their respective Sub-sub-contractors.

Section 26.11 Third Party Beneficiary

- A. This Agreement shall not be deemed to create any other relation between Contractor and Owner other than as expressly provided herein and shall not be for the benefit of any third party.

Section 26.12 Entire Agreement

- A. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the Owner and the Contractor and supersedes all prior written or oral agreements, understandings, representations, negotiations and correspondence between the parties. This Agreement shall not be supplemented, amended or modified by any course of dealing, course of performance or usage of trade and may only be amended or modified by a written instrument duly executed by officers of both parties.

ARTICLE 27 - NON-DISCRIMINATION

- A. Contractor agrees that it will not discriminate upon the basis of race, color, creed, religion, national origin, age, disability or sex in the performance of the Work and that each

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

solicitation or advertisement for employees, and each Agreement to which Contractor is a party, including without limitation, Sub-contractors, shall specifically contain a provision to this effect. The Contractor shall, upon request, show evidence of such non-discrimination and shall post notices of non-discrimination in conspicuous places available to all employees and applicants.

- B. The Contractor shall execute the specified Certificate of Non-discrimination at the time he executes the formal bid form and includes it in the bid envelope.
- C. The Contractor and all sub-contractors under general contract shall maintain copies of every subcontract awarded and their own payrolls, for each weekly payroll period for the life of the construction contract and for a period of five (5) years after final release and payment is made by the City of Columbia to the Contractor.
- D. Each contractor's request for payment, including final payment and each partial payment, if permitted by the contract, shall contain a certification by the Contractor that the performance by the contractor and sub-contractor for the period of work covered by the payment request has been in accordance with the clauses of the contract and the requirements with respect to nondiscrimination.
- E. Representatives of the State of Tennessee, Department of Labor, and the City of Columbia shall have the right to inspect the Contractor's facilities and payroll records during the life of the construction contract and for a period of five (5) years after final release and final payment by the City for the purposes of verifying nondiscrimination in employment and payment of prevailing wages as appropriate.
- F. The Contractor shall incorporate the same requirements set forth in paragraphs A, B, C, D and E above, in all subcontracts awarded by him with the further requirement that each subcontract include identical requirements to be included in any lower tier subcontracts, together with the requirement to include it in any further subcontracts that might be made.

ARTICLE 28 - SUSPENSIVE LIABILITY AGREEMENT

Section 28.1 Suspensive Liability Condition

- A. Notwithstanding any term, condition, obligation or provision in this Agreement, any other writing, any other agreement, any oral understanding or agreement, or any conduct or failure to act by the Owner, Contractor stipulates and agrees conclusively that Contractor has against the Owner no right, entitlement or claim for any payment, compensation, cost or remuneration of any type other than pursuant to the terms of this Agreement.

ARTICLE 29 – EMPLOYMENT OF ILLEGAL IMMIGRANTS

GENERAL CONDITIONS OF THE CONTRACT 007200

Columbia Paddlecraft Launch

- A. The Contractor hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Contractor shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any sub-contractor who will utilize the services of illegal immigrants in the performance of the contract. In the event the Contractor fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this agreement may be canceled, terminated or suspended in whole or in part by the Owner, and the Contractor may be prohibited from contracting to supply goods and/or services to the Owner for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with the Owner.

END OF SECTION 007200

SUMMARY OF WORK 011000
Columbia Paddlecraft Launch

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 PROJECT DESCRIPTION

- A. The Project name:

**Columbia Paddlecraft Launch City
of Columbia, Tennessee**

- B. The work consists of, but is not limited to:

1. Mobilization
2. Demolition
3. Tree removal
4. Erosion control
5. Construction of two (2) concrete paddlecraft launches

- C. GENERAL: During the construction period, the Contractor shall stay within the construction area. Contractor is not allowed on adjacent private property. Other than these restrictions, the Contractor's use of the premises is limited only by the Owner's right to perform construction operations with its own forces or to employ separate contractors on portions of the project.

PART 2 - PRODUCTS

(Not applicable)

PART 3 - EXECUTION (Not
applicable)

END OF SECTION 011000

PART 1 - GENERAL

1.01 EXTENSIONS OF CONTRACT TIME

If the basis exists for an extension of time in accordance with the Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

1.02 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

- A. The Owner has reviewed data available from the National Oceanic and Atmospheric Administration (NOAA) and determined a Standard Baseline of average climatic range from the State of Tennessee.
- B. Standard Baseline is defined as the normal number of calendar days for each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. C. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11

1.03 ADVERSE WEATHER AND WEATHER DELAY DAYS

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site:
- a. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10" liquid measure;
 - b. Temperatures that do not rise above that required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice; and/or;
 - c. Sustained wind in excess of twenty-five (25) miles per hour. B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
 - a. Resulting from precipitation days that occur beyond the standard baseline;
 - b. Only if there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and,
 - c. At a rate no greater than one (1) make-up day for each day or consecutive days of precipitation beyond the standard baseline that total one (1) inch or more, liquid measure, unless specifically recommended otherwise by Consultant.
- C. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the Contractor's schedule work day and
- WEATHER DELAYS 012620**

critical path construction activities were included in the day's schedule, including a weekend day or holiday if Contractor has scheduled construction activity that day.

- D. Contractor shall take into account that certain construction activities are more affected by adverse weather and season conditions than other activities, and that "dry-out" or "mud" days are not eligible to be counted as a Weather Delay Day until the standard baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days in which such applicable construction activities are expected to be prevented and suspended.

1.04 DOCUMENTATION AND SUBMITTALS

- A. Submit daily jobsite work logs showing which and to what extent critical path construction activities have been affected by weather on a bi-weekly basis.
- B. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Consultant at beginning of project.
- C. Use Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.
- D. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods and submit in accordance with the procedures for Claims established in paragraph 3.3 of the General Conditions of the Contract (Section 00710).
- E. If an extension of the Contract Time is appropriate, such extension shall be made in accordance with the provisions of Article 3 of the General Conditions, of the Contract (Section 007200).

END OF SECTION 012620

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for Performance of the Work, including:

Contractor's Construction Schedule
Submittal Schedule
Shop Drawings
Product Data
Samples

- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

Permits
Applications for Payment
Performance and Payment Bonds
Insurance Certificates
List of Sub-contractors

- C. The Schedule of Values submittal is included in Section "Applications for Payment."
- D. Inspection and test reports are included in Section "Quality Control Services."

1.03 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Include the following information on the label for processing and recording action taken.
 - Project name
 - Date
 - Name and address of Landscape Architect (Consultant)
 - Name and address of Contractor
 - Name and address of Sub-contractor
 - Name and address of Supplier
 - Name of Manufacturer
 - Number and title of appropriate Specification Section
 - Drawing number and detail references, as appropriate
 2. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Consultant using a transmittal form. Submittals received from sources other than the Contractor will be returned without action. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification "Approval" that information complies with Contract Document requirements.

1.04 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
- Dimensions
 - Identification of products and materials included
 - Compliance with specified standards
 - Notation of coordination requirements
 - Notation of dimensions established by field measurement.
- C. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8 1/2" x 11" but no larger than 24" x 36".
- D. Final Submittal: Submit four (4) black line prints. Two (2) prints will be retained; the remainder will be returned.

- E. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.05 LANDSCAPE ARCHITECT/ENGINEER'S (CONSULTANT) ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Landscape Architect/Engineer will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Landscape Architect/Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken.
- C. APPROVED AS SUBMITTED: Where submittals are marked "Approved as Submitted", that part of the work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
- D. APPROVED AS NOTED: When submittals are marked "Approved as Noted", that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
- E. RETURNED FOR CORRECTION - RESUBMIT: When submittal is marked "Returned for Correction - Resubmit", do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - 1. Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project site, or elsewhere where work is in progress.
- F. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required."

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION 013000

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections and tests and related actions including reports performed by independent agencies, governing authorities, and the Contractor. They do not include contract enforcement activities performed by the Landscape Architect/Engineer.
- C. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality control services required by the Landscape Architect/Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.03 RESPONSIBILITIES

- A. Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by the Contractor. **Costs for these services shall be included in the Contract Sum.**

- B. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
1. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

1.04 SUBMITTALS

- A. The independent testing agency shall submit a certified written report of each inspection, test or similar service to the Landscape Architect/Engineer, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 2. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
 - Date of issue
 - Project title and number
 - Name, address and telephone number of testing agency
 - Dates and locations of samples and tests or inspections
 - Names of individuals making the inspection or test
 - Designation of the Work and test method
 - Identification of product and Specification Section
 - Complete inspection or test data
 - Test results and an interpretation of test results
 - Ambient conditions at the time of sample-taking and testing
 - Comments or professional opinion as to whether inspected or tested work complies with Contract Document requirements
 - Name and signature of laboratory inspector
 - Recommendations on retesting

1.05 QUALITY ASSURANCE

- A. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.

1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrate and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."
- B. Protect construction exposed by or for quality control service activities and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 014000

PART 1 - GENERAL

1.01 DESCRIPTION A.

Work

Included

From time to time during progress of the work, the Owner may require that testing be performed to determine that materials provided for the work meet the specified requirements. Such testing includes, but is not necessarily limited to the following:

The Contractor will employ and pay for services of an independent testing laboratory, acceptable to the Owner/Landscape Architect/Engineer to perform specified services.

1. Soil Compaction Tests
2. Concrete Tests

B. Related Work Described Elsewhere:

Requirements for testing may be described in various sections of these specifications. Where no testing requirements are described but the Owner decides that testing is required, the Owner may require testing to be performed under current pertinent standards for testing.

1.02 QUALITY ASSURANCE

A. Qualifications of Testing Laboratory

The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E 329-70 "Recommended Practice for Inspection and Testing Agencies for Concrete and Steel Used in Construction."

B. Codes and Standards

Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

1.03 PRODUCT HANDLING

Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the work.

1.04 AUTHORITY AND DUTIES OF LABORATORY PERSONNEL

TESTING LABORATORY SERVICES 014100

Columbia Paddlecraft Launch

- A. Inspectors shall inspect the materials and the manufacture of concrete as specified and shall report to the Landscape Architect/Engineer the progress thereof.
- B. When it appears that the material furnished, and the work performed by the Contractor, fails to fulfill the Contract and specification requirements, the inspector shall direct the attention of the Contractor to such failure or infringement. Such inspector shall not relieve the Contractor of any obligation to furnish acceptable materials. The inspectors are not authorized to revoke, alter, relax, enlarge, or release any requirements of the specifications, nor to approve or accept any portion of the work, but in case of any dispute arising between the inspector and the Contractor as to materials furnished or in the manner of performing the work, the inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to the Landscape Architect/Engineer. The inspector shall not act as foreman or perform other duties for the Contractor. In no case shall any advice or omission on the part of the inspector relieve the Contractor of responsibility for completing the work in accordance with the plans and specifications and the fulfillment of the Contract. The work will be inspected as to progresses, but failure to reject any defective work or materials shall not in any way prevent later rejections when such defect is discovered or obligate the Landscape Architect/Engineer for final acceptance. Any expense incident to the investigation and the determination of actual quality of any questionable materials shall be borne by the Contractor.

PART 2 - PRODUCTS

2.01 PAYMENT FOR TESTING SERVICES

- A. Initial Services
 - 1. The Contractor will pay for all testing services required by these specifications.
- B. Retesting

When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the costs thereof will be paid by the Contractor.
- C. Pay laboratory travel and labor costs if laboratory personnel come to the job site and find work not ready for testing.

2.02 CODE COMPLIANCE TESTING

Inspections and tests required by codes and ordinances, or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Owner, unless otherwise provided in the Contract Documents.

2.03 CONTRACTOR'S CONVENIENCE TESTING

Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

PART 3 - EXECUTION

3.01 COOPERATION WITH TESTING LABORATORY

Representatives of the testing laboratory shall have access to the work at all times; provide facilities for such access in order that the laboratory may properly perform its functions.

3.02 CONCRETE TESTS

A. Prior to starting concrete operations, the Contractor shall submit his materials list, as called for in Section 321600 of these specifications, and shall submit representative samples for testing. B. Preliminary Mix Design:

1. For each class of concrete specified, a preliminary mix design shall be made.
2. The Contractor shall submit copies of the mix designs he proposed to use to the Landscape Architect/Engineer for his approval.
3. The laboratory service in no way relieves the Contractor of his responsibility for the quality of the concrete.

C. Concrete Testing Services:

1. Cement and Aggregates:
 - a. Test cement and aggregates in accordance with ASTM physical test requirements.
 - b. One test shall be made for each carload of cement (no cement shall be used until a satisfactory 3-day physical test has been made).
2. Cylinders:
 - a. Cast and test a set of at least three (3) field and three (3) control cylinders for each day's pour and for each 25 cubic yards or major fraction thereof.
 - b. Cylinders shall be cured and tested in accordance with ASTM Specifications for "field" and "control" tests and shall be tested at ages 7 and 28 days, or as otherwise directed by the Landscape Architect/Engineer. Tests shall be judged according to ACI 318-77 and appropriate ASTM tests.

TESTING LABORATORY SERVICES 014100

Columbia Paddlecraft Launch

3. Immediately submit two (2) copies of laboratory reports on all strength tests to the Landscape Architect/Engineer, the local building authority, if required, and the concrete contractor and supplier. Reports shall be made on a form acceptable to the Landscape Architect/Engineer and shall indicate strength, slump, air entrainment, concrete temperature, pour location, date, age, remarks on properties changes, yardage of pour, proportions, class of concrete used and the weather conditions.
4. Determine air content of concrete twice per day's pour.
5. Perform slump tests once per day's pour and when directed.
6. Storage of test Cylinders: The Contractor shall provide insulated storage room with head when necessary to store control cylinders, and a protected, fenced-in space for storage of field cylinders, which approximates the condition of curing of the concrete being sampled.

3.03 SOIL TESTS

A.

General

I

All gradation and compaction tests shall be in accordance with the latest ASTM standards.

All compaction tests that fail will be retested at the Contractor's expense.

3.04 SCHEDULE FOR TESTING

A. Establishing

Schedule

1. By advance discussion with the Testing Laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
2. Provide all required time within the construction schedule.

B. Revising Schedule

When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.

3.05 TAKING SPECIMENS

TESTING LABORATORY SERVICES 014100

Columbia Paddlecraft Launch

All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the Testing Laboratory; all sampling equipment and personnel will be provided by the Testing Laboratory.

END OF SECTION 014100

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of this Section Includes: General protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Requirements:
 - 1. Section 311000 "Site Clearing" for removing existing trees and shrubs and for temporary erosion- and sedimentation-control measures.

1.2 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at a height 6 inches (150 mm) above the ground for trees up to and including 4-inch (100-mm) size at this height and as measured at a height of 12 inches (300 mm) above the ground for trees larger than 4-inch (100-mm) size.
- B. DBH: Diameter breast height; diameter of a trunk as measured by a diameter tape at a height 54 inches (1372 mm) above the ground line.
- C. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 ACTION SUBMITTALS A.

Product Data:

- 1. General protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction
- B. Shop Drawings:
 - 1. Detail fabrication and assembly of protection-zone fencing and signage.
- C. Tree-Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
 - 1. Species and size of tree.
 - 2. Location on site plan. Include unique identifier for each.
 - 3. Reason for pruning.

TEMPORARY TREE AND PLANT PROTECTION 015639

Columbia Paddlecraft Launch

4. Description of pruning to be performed.
 5. Description of maintenance following pruning.
- D. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Statements: For arborist and tree service firm.
- B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction in accordance with recognized standards and that trees were promptly and properly treated and repaired when damaged.

1.5 QUALITY ASSURANCE

- A. Arborist Qualifications: Certified Arborist as certified by ISA.
- B. Tree-Service Firm Qualifications: An experienced tree-service firm that has successfully completed temporary tree- and plant-protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.
- C. Quality-Control Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work without damaging trees and plantings. Include dimensioned diagrams for placement of protection-zone fencing and signage, the arborist's and tree-service firm's responsibilities, instructions given to workers on the use and care of protection zones, and enforcement of requirements for protection zones.

1.6 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
 1. Storage of construction materials, debris, or excavated material.
 2. Moving or parking vehicles or equipment.
 3. Foot traffic.
 4. Erection of sheds or structures.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.

- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Backfill Soil: Planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
 - 1. Type: Shredded hardwood.
 - 2. Size Range: **3 inches (76 mm) maximum, 1/2 inch (13 mm) minimum.**
 - 3. Color: Natural.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements:
 - 1. Chain-Link Protection-Zone Fencing: **Polymer-coated galvanized-steel** fencing fabricated from minimum 2-inch (50-mm) opening, 0.148-inch- (3.76-mm-) diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- (60-mm-) OD line posts, with tie wires, hog ring ties, and other accessories for a complete fence system.
 - a. Height: **48 inches (1200 mm).**
 - b. Polymer-Coating Color: Black.
- D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering and as follows:
 - 1. Size and Text: As indicated on Drawings.
 - 2. Lettering: [**3-inch- (76-mm-)**] high minimum, black characters on white background.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

TEMPORARY TREE AND PLANT PROTECTION 015639

Columbia Paddlecraft Launch

- B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

A.
3.2 PREPARATION

Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Flag each tree trunk at 54 inches (1372 mm) above the ground.

- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

3.3 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people and animals from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

1. Chain-Link Fencing: Install to comply with ASTM F567 and with manufacturer's written instructions.
2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Landscape Architect.
3. Access Gates: Install as needed to operate smoothly, easily, and quietly; free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding. B.

Maintain protection zones free of weeds and trash.

- C. Maintain hydration of plants to assure plant survival.
- D. Maintain protection-zone fencing and signage in good condition as acceptable to Landscape Architect and remove when construction operations are complete and equipment has been removed from the site.
1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.

TEMPORARY TREE AND PLANT PROTECTION 015639

Columbia Paddlecraft Launch

- A.
 - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones in accordance with requirements in Section 312000 "Earth Moving" unless otherwise indicated.

3.5 ROOT PRUNING

Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:

- 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - 2. Cut Ends: Do not paint cut root ends.
 - 3. Temporarily support and protect roots from damage until they are permanently covered with soil.
 - 4. Cover exposed roots with burlap and water regularly.
 - 5. Backfill as soon as possible in accordance with requirements in Section 312000 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune tree roots flush with the edge of the protection zone by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as directed by arborist.
 - 1. Prune to remove only damaged, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.

- A.
 - 2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
 - 3. Pruning Standards: Prune trees in accordance with ANSI A300 (Part 1).
 - a. Type of Pruning: Cleaning, raising, reducing, and thinning where indicated.
 - b. Specialty Pruning: Structural where indicated.
- B. Unless otherwise directed by arborist and acceptable to Landscape Architect, do not cut tree leaders.
- C. Cut branches with sharp pruning instruments; do not break or chop.
- D. Do not paint or apply sealants to wounds.
- E. Provide subsequent maintenance pruning during Contract period as recommended by arborist.
- F. Chip removed branches and dispose of off-site.

3.7 REGRADING

Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
 - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.
- C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- D. Minor Fill within Protection Zone: Where existing grade is [**2 inches (50 mm)**] or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

A.

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Landscape Architect.

1. Submit details of proposed pruning and repairs.
2. Perform repairs of damaged trunks, branches, and roots within 24 hours in accordance with arborist's written instructions.
3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.

- B. Trees: Remove and replace trees indicated to remain that are more than 35 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Landscape Architect determines are incapable of restoring to normal growth pattern.

1. Plant trees to replace the removed consistent with authority holding jurisdiction mitigation requirements.

- C. Soil Aeration: Where directed by Landscape Architect, aerate surface soil compacted during construction. Aerate **[10 ft. (3 m)]** beyond drip line and no closer than **[36**

TEMPORARY TREE AND PLANT PROTECTION 015639

Columbia Paddlecraft Launch

inches (900 mm)] to tree trunk. Drill **[2-inch- (50-mm-)]** diameter holes a minimum of 12 inches (300 mm) deep at **[24 inches (600 mm)]** o.c. Backfill holes with an equal mix of augered soil and sand.

END OF SECTION 015639

TEMPORARY STORM WATER POLLUTION CONTROL 015723
Columbia Paddlecraft Launch

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Temporary stormwater pollution controls.

1.3 EROSION PREVENTION AND SEDIMENT CONTROL PLAN

- A. The Erosion Prevention and Sediment Control Plan is part of the Contract Documents and is bound into this Project Manual.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **Project site**.
 - 1. Meet with Owner, Engineer/Landscape Architect, and contractor.
 - 2. Review requirements of the Erosion Prevention and Sediment Control Plan.

PART 2 - PRODUCTS

2.1 TEMPORARY STORMWATER POLLUTION CONTROLS

- A. Provide temporary stormwater pollution controls as required by the Erosion Prevention and Sediment Control Plan.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with all best management practices, general requirements, performance requirements, reporting requirements, and all other requirements included in the Erosion Prevention and Sediment Control Plan.

TEMPORARY STORM WATER POLLUTION CONTROL 015723

Columbia Paddlecraft Launch

- B. Locate stormwater pollution controls in accordance with the Erosion Prevention and Sediment Control Plan.
- C. Conduct construction as required to comply with the Erosion Prevention and Sediment Control Plan and that minimize possible contamination or pollution or other undesirable effects.
 - 1. Inspect, repair, and maintain Erosion Prevention and Sediment Control Plan controls during construction.
 - a. Inspect all Erosion Prevention and Sediment Control Plan controls not less than every seven days, and after each occurrence of a storm event.
- D. Remove Erosion Prevention and Sediment Control Plan controls at completion of construction and restore and stabilize areas disturbed during construction.

END OF SECTION 015723

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. General: This Section specified administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:

- Land survey work
 - Civil engineering services

- B. Contractor shall provide all necessary field and engineering surveying required.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, the Contractor must investigate and verify the existence and location of underground utilities and other construction.

3.02 PERFORMANCE

- A. The Contractor will be responsible for protecting all survey stakes throughout the duration of construction. Should stakes be damaged or removed, the Contractor will be responsible for either replacing the stakes at his expense or compensating the Owner's engineer for replacing the stakes.

END OF SECTION 017123

PART 1 - GENERAL 1.1 SUMMARY

- A. Section Includes:
 - 1. General
 - 2. Products
 - 3. Execution
- B. Related Sections:
 - 1. Section 03200 - Concrete Reinforcement
 - 2. Section 03300 - Cast-in-Place Concrete

1.2 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
 - 2. ACI 301 - Specifications for Structural Concrete.
 - 3. ACI 318 - Building Code Requirements for Structural Concrete.
 - 4. ACI 347 - Guide to Formwork for Concrete. B. The Engineered Wood Association:
- 1. APA/EWA PS 1 - Voluntary Product Standard for Construction and Industrial Plywood.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.
- B. Maintain one copy of each document on site.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable code for design, fabrication, erection, and removal of formwork.

1.5 COORDINATION

- A. Coordinate this Section with other sections of work, requiring attachment of components to formwork.
- B. Coordinate formwork with reinforcement installation to prevent insufficient concrete cover over reinforcement.

PART 2 - PRODUCTS 2.1 WOOD FORM MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
 - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
 - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
 - c. Structural 1, B-B or better; mill oiled and edge sealed.
 - d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 FORMWORK ACCESSORIES

- A. Form Release Agent: Colorless mineral oil which will not stain concrete, or absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.
- B. Corners Chamfer, wood strip type; 3/4 x 3/4 inch size; maximum possible lengths.
- C. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

PART 3 - EXECUTION 3.1 EXAMINATION

- A. Verify lines, levels, and centers before proceeding with formwork. Verify dimensions agree with Drawings.

3.2 INSTALLATION

- A. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 318.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.

- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores. D. Align joints and make watertight. Keep form joints to a minimum.
- E. Obtain Engineer's approval before framing openings in structural members not indicated on Drawings.
- F. Install chamfer strips on external corners of all exposed concrete elements.
- G. Do not reuse wood formwork more than three (3) times for any concrete formwork. Do not patch formwork.

3.3 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces are indicated to receive special finishes that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.
- D. Reuse and Coating of Forms: Thoroughly clean forms and reapply form coating before each reuse. For exposed work, do not reuse forms with damaged faces or edges. Apply form coating to forms in accordance with manufacturer's specifications. Do not coat forms for concrete indicated to receive "scored finish". Apply form coatings before placing reinforcing steel.
- E. Keep surfaces coated prior to placement of concrete.

3.4 INSTALLATION - INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Install formed openings for items to be embedded in or passing through concrete work.
- B. Locate and set in place items required to be cast directly into concrete.
- C. Coordinate with Work of other sections in forming and placing openings, slots, regrets, recesses, sleeves, bolts, anchors, other inserts, and components of other work.
- D. Install accessories straight, level, plumb, and in accordance with manufacturer's specifications. Ensure items are not disturbed during concrete placement.

- E. Install water stops continuous without displacing reinforcement. Heat seal joints watertight. Conform to manufacturer's recommendations.
 - F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
 - G. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces. H.
- Construction Joints:
- 1. Install surfaced pouring strip where construction joints intersect exposed surfaces to provide straight line at joints.
 - 2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
 - 3. Arrange joints in continuous line straight, true and sharp.

3.5 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Use compressed air to remove remaining foreign matter.

3.6 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads and removal has been approved by Architect/Engineer.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

3.7 ERECTION TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 318.
- B. Camber slabs and beams $\frac{1}{4}$ inch per 10 feet in accordance with ACI 318.

3.8 FIELD QUALITY CONTROL

- A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.
- B. Notify Engineer after placement of reinforcing steel in forms, but prior to placing concrete.

END OF SECTION

[This Page Left Blank Intentionally]

PART 1 - GENERAL 1.1 SUMMARY

A. Section Includes:

1. General
2. Products
3. Execution

B. Related Sections:

1. Section 01300 – Submittals
2. Section 03100 - Concrete Forms and Accessories
3. Section 03300 - Cast-in-Place Concrete

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT A.

Bar Reinforcement:

1. Basis of Measurement: By the pound.
2. Basis of Payment: Includes reinforcement, placement, and accessories.

1.3 REFERENCES

A. American Concrete Institute:

1. ACI 301 - Specifications for Structural Concrete.
2. ACI 318 - Building Code Requirements for Structural Concrete.
3. ACI 530.1 - Specifications for Masonry Structures.
4. ACI SP-66 - ACI Detailing Manual. B. ASTM International:

1. ASTM A82/A82M - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
2. A185/A185M-07 Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
3. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
4. ASTM A704/A704M - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
5. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement. C. American Welding Society:

1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.
2. AWS D12.1 - Welding Reinforcement Steel, Metal Inserts, and Connections in Reinforced Concrete Construction. D. Concrete Reinforcing Steel Institute:

1. CRSI - Manual of Standard Practice.
2. CRSI 63 -Recommended Practice For Placing Reinforcing Bars.
3. CRSI 65 - Recommended Practice For Placing Bar Supports, Specifications, and Nomenclature.

1.4 SUBMITTALS

- A. See Section 01300 – Submittals.
- B. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.

1.6 QUALIFICATIONS

- A. Welders' Certificates: Submit under provisions of Section 01300 Manufacturer's Certificates, certifying welders employed on the Work, verifying AWS qualification within the previous 12 months.

1.7 COORDINATION

- A. Coordinate with placement of formwork, formed openings and other work.

1.8 AMERICAN IRON AND STEEL REQUIREMENT

- A. All applicable iron and steel products to be installed under this contract must be in compliance with the Federal American Steel Provisions or current Amendments.

PART 2 - PRODUCTS 2.1 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade, deformed billet steel bars, unfinished.

2.2 ACCESSORY MATERIALS

- A. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions.
- B. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: plastic-coated steel or stainless steel type; size and shape to meet Project conditions.

2.3 FABRICATION

- A. Fabricate concrete reinforcement in accordance with ACI 318.
- B. Form standard hooks for 180 degree bends, 90 degree bend, and stirrup and tie hooks as indicated on Drawings.
- C. Form reinforcement bends with minimum diameters in accordance with ACI 318.
- D. Locate reinforcement splices not indicated on Drawings, at point of minimum stress. Review location of splices with Engineer.

PART 3 - EXECUTION 3.1 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position beyond specified tolerance.
- B. Accommodate placement of formed openings.
- C. Maintain concrete cover around reinforcement in accordance with ACI 318.

Reinforcement Location	Minimum Concrete Cover
Concrete Formed Against Earth	3 inches
All Other Concrete	2 inches

END OF SECTION

PART 1 - GENERAL 1.1 SUMMARY

A. Section includes:

1. General
2. Products
3. Execution

B. Related Sections:

1. Section 01300 – Submittals
2. Section 01410 – Testing Laboratory Services
3. Section 03100 - Concrete Forms and Accessories
4. Section 03200 - Concrete Reinforcement

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Concrete - Slab-on-fill or grade:

1. Basis of Measurement: By the cubic yard.
2. Basis of Payment: Includes concrete, placement accessories, consolidating

and leveling, troweling, curing. B. Concrete - Vertical in Forms:

1. Basis of Measurement: By the cubic yard.
2. Basis of Payment: Includes concrete, placement accessories, consolidating, curing.

C. Concrete - Miscellaneous Locations:

1. Basis of Measurement: By the cubic yard.
2. Basis of Payment: Includes concrete, placement accessories, consolidating

and leveling, troweling, curing. D. Concrete - Grouting:

1. Basis of Measurement: By the cubic yard.
2. Basis of Payment: Includes preparation of substrate, grout, placement, consolidating, troweling, curing.

E. Devices: Control and Expansion

1. Basis of Measurement: By the linear foot.
2. Basis of Payment: Includes component, placement with accessories.

1.3 REFERENCES

A. American Concrete Institute:

1. ACI 301 - Specifications for Structural Concrete.

2. ACI 318 - Building Code Requirements for Structural Concrete.
3. ACI 350 - Specifications for Environmental Concrete Structures (Water Holding Structures). B. ASTM International:
 1. ASTM C33 - Standard Specification for Concrete Aggregates.
 2. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
 3. ASTM C150 - Standard Specification for Portland Cement.
 4. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
 5. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
 6. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
 7. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.

1.4 SUBMITTALS

- A. Product Data: Submit data on fine and coarse aggregates, joint devices, attachment accessories, admixtures, and concrete mix design in accordance with Section 01300.
- B. Design Data:
 1. Submit concrete mix design for each concrete strength.
 2. Identify mix ingredients and proportions, including admixtures.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301 and ACI 318.
- B. Acquire cement and aggregate from one source for Work.
- C. Submit manufacturer's certification that materials meet specification requirements.
- D. Submit ready-mix delivery tickets, ASTM C94-78.
- E. Maintain one copy of each document on site.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150 – Type II Cement
- B. Normal Weight Aggregates: ASTM C33
 1. Coarse Aggregate Maximum Size: In accordance with ACI 318.

- C. Water: ACI 318; clean, potable, and without deleterious amounts of chloride ions.

2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260. Use Darex II AEA or equal.
- B. Water-reducing admixture may be used and must meet ASTM C-494 as a Type A and Type D. Use WRDA 64 or equal. Add in accordance with ACI-350. C. Use of calcium chloride is not permitted.
- D. Air entraining agent to normal weight concrete mix if used, shall not exceed 4%.

2.3 ACCESSORIES

- A. Non-Shrink Grout: ASTM C1107/C1107M; premixed compound consisting of nonmetallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

2.4 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Provide concrete to satisfy the following requirements:
 - 1. Compressive Strength (28 days): 4000 psi all locations
 - 2. Water/Cement ratio maximum 0.45 without admixtures by weight.
 - 3. Fly Ash Content: maximum 15% of cement content, Type F only.
 - 4. Slump 4 ± 1 inch.
- C. Use set-retarding admixtures during hot weather only when approved by Engineer.
- D. Air entraining agent may be considered in concrete mix; however, content must be kept to a minimum and carefully monitored for addition to mix design.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.2 PREPARATION

- A. Remove debris and ice from formwork, reinforcement, and concrete substrates.

- B. Remove water from areas receiving concrete before concrete is placed.

3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301.
- B. Notify testing laboratory and engineer at least 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
- D. Contractor shall be responsible for means and methods to ensure concrete is poured in a dry area.
- E. Contractor needs to use mechanical vibrating equipment for consolidating concrete and should have a minimum of (2) two operable vibrators on the job.

3.4 CONCRETE FINISHING

- A. Formed surfaces shall receive a smooth-form finish in accordance with ACI 301. Offset between adjacent pieces of formwork facing material shall not exceed "Class A" tolerance requirements of ACI 117.
- B. Bottom five steps, at a minimum, or any steps that may be underwater or subject to algae growth shall receive a V-groove finish. Other steps and horizontal surfaces shall receive a broom finish.

3.5 CURING AND PROTECTION

- A. Cure concrete in accordance with ACI 308.1 using water method, continuous for 7 days.
- B. Cure vertical surfaces using a curing compound.

3.6 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed by Owner's testing laboratory in accordance with Section 01410.
- B. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.7 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Patch imperfections as requested by the Engineer or his field representative.

3.08 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Engineer.
- C. Modify or replace concrete not conforming to required levels, lines, details, and elevations.
- D. Repair or replace concrete not properly placed or of the specified type.
- E. Unless the removal of a defective slab is required by the Engineer, defective surfaces, such as honeycomb, shall be cut out entirely until homogeneous concrete is met, even if it means going through the slab.
- F. Such areas shall be coated with an approved epoxy bonding material, which shall be applied in accordance with the manufacturer's instruction, before damp packing the area with a mix consisting of one part of Portland cement and two parts of sand and fine gravel, epoxy and sand mix, or any combination of materials and mixes as the situation dictates in the opinion of the Engineer.
- G. The water content of the damp-pack material shall be such that a ball of the mix may be squeezed in the hand without bringing free water to the surface.
- H. Damp-pack material shall be tamped into place and finished to match adjacent concrete surfaces.
- I. Particular care shall be taken that no sagging of the material will occur.
- J. The bond between any two layers of damp-pack shall be improved through the use of an approved epoxy bond agent.
- K. Surfaces which have been damp-packed shall be kept continuously damp during and for a period of not less than seven days after completing the damp-pack operation, by polyethylene coverings thoroughly taped to the original concrete surface in a manner that loss of moisture, evidence by lack of water droplets on the inside surface of the polyethylene, is avoided. If this moisture condition cannot be maintained, a continuous water cure may be required by the Engineer.
- L. Under no circumstances shall Contractor apply a plaster coat over the honeycomb areas to conceal the existence of the honeycomb in the concrete.
- M. Neither Embeco nor calcium chloride shall be used for filling honeycomb areas, nor shall they be mixed with damp-pack material.
- N. Any concrete with excess air entraining agent will be rejected.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. General
2. Products
3. Execution

1.2 DEFINITIONS

A. Dimension Lumber: Lumber of 2 inches nominal size or greater but less than 5 inches nominal size in least dimension.

1.4 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D5664.
4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

C. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preserved-treated wood
2. Post-installed anchors

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: American Wood Protection Association (AWPA) Standard U1; Use Category UC3b for exterior construction not in contact with ground and Use Category UC4b for items in contact with ground.
1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 2. For exposed items indicated to receive a stained or natural finish, chemical formulations shall not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review or omit grade stamp and provide certificates of grade compliance issued by grading agency.
1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
- D. Application: Treat items indicated on Drawings
- E. Dimension Lumber Items: As indicated on Drawings

1. Species: Southern Yellow Pine
2. Grade: No. 2

2.2 FASTENERS

- A. General: Fasteners shall be of size and type indicated in the project Drawings and shall comply with requirements specified in this article for material and manufacture.
 1. Where rough carpentry is exposed to weather, in ground contact, pressurepreservatice treated material, or in an area of high relative humidity, provide one of the following:
 - a. Fasteners with hot-dip zinc coating complying with ASTM A153/A153M
 - b. Fasteners of Type 316 stainless steel.
- B. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, ICC-ES AC58, ICCES AC193, or, ICC-ES AC308, as appropriate for the substrate.
 1. Material: Stainless steel with bolts and nuts complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify all wood materials meet the specified grade, treatment, and quality standards prior to installation.

3.2 INSTALLATION

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- C. Do not splice structural members between supports unless otherwise indicated.
- D. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that

ROUGH CARPENTRY 061000

Columbia Paddlecraft Launch

interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

- E. Comply with AWP A M4 for applying field treatment to cut surfaces of preservativetreated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.

3.4 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPAregistered borate treatment. Apply borate solution by spraying to comply with EPAregistered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet enough that moisture content exceeds that specified, apply EPAregistered borate treatment. Apply borate solution by spraying to comply with EPAregistered label.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Protecting existing vegetation to remain.
- 2. Removing existing vegetation.
- 3. Clearing and grubbing.
- 4. Stripping and stockpiling topsoil.
- 5. Stripping and stockpiling rock.
- 6. Removing above- and below-grade site improvements.
- 7. Disconnecting, capping or sealing, and removing site utilities and/or abandoning site utilities in place.
- 8. Temporary erosion and sedimentation control.

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.
- D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.
- F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.6 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or video recordings.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Topsoil stripping and stockpiling program.
- C. Rock stockpiling program.
- D. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.7 QUALITY ASSURANCE

- A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.
- B. Rock Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.8 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.

- B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation control and plant-protection measures are in place.
- E. Tree- and Plant-Protection Zones: Protect according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- F. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and

walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.

- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.4 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
 - 2. Owner will arrange to shut off indicated utilities when requested by Contractor. C.

Locate, identify, and disconnect utilities indicated to be abandoned in place.

- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without engineer's written permission.
- E. Excavate for and remove underground utilities indicated to be removed.

- F. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 024116 "Structure Demolition" and Section 024119 "Selective Demolition."

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 2. Grind down stumps and remove roots larger than 3 inches (75 mm) in diameter, obstructions, and debris to a depth of 18 inches (450 mm) below exposed subgrade.
 3. Use only hand methods or air spade for grubbing within protection zones.
 4. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches (150 mm) in a manner to prevent intermingling with underlying subsoil or other waste materials.
1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches (50 mm) in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
1. Limit height of topsoil stockpiles to 72 inches (1800 mm).
 2. Do not stockpile topsoil within protection zones.
 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.

3.7 STOCKPILING ROCK

- A. Remove from construction area naturally formed rocks that measure more than 1 foot (300 mm) across in least dimension. Do not include excavated or crushed rock.
 - 1. Separate or wash off non-rock materials from rocks, including soil, clay lumps, gravel, and other objects larger than 2 inches (50 mm) in diameter; trash, debris, weeds, roots, and other waste materials.
- B. Stockpile rock away from edge of excavations without intermixing with other materials. Cover to prevent windblown debris from accumulating among rocks.
 - 1. Limit height of rock stockpiles to 36 inches (900 mm).
 - 2. Do not stockpile rock within protection zones.
 - 3. Dispose of surplus rock. Surplus rock is that which exceeds quantity indicated to be stockpiled or reused.

3.8 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses, and plants.
3. Excavating and backfilling for buildings and structures.
4. Drainage course for concrete slabs-on-grade.
5. Subbase course for concrete walks/pavements.
6. Subbase course and base course for asphalt paving.
7. Subsurface drainage backfill for walls and trenches.
8. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Requirements:

1. Section 311000 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
2. Section 315000 "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.
3. Section 312319 "Dewatering" for construction dewatering instructions.

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

G. Fill: Soil materials used to raise existing grades.

H. Rock:

1. Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material [**3/4 cu. yd. (0.57 cu. m)**] or more in volume that exceed a standard penetration resistance of [**100 blows/2 inches (97 blows/50 mm)**] when tested by a geotechnical testing agency, according to ASTM D1586.

I. Subbase Course: Aggregate layer placed between the subgrade and base course for hotmix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.3 SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Geotextiles.
2. Controlled low-strength material, including design mixture.
3. Warning tapes.

B. Qualification Data: For qualified testing agency.

C. Material Test Reports: For each on-site soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D2487.
2. Laboratory compaction curve according to ASTM D698 and/or ASTM D1557.

1.4 QUALITY ASSURANCE

A. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:

1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
2. Seismographic monitoring during blasting operations.

B. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E329 and ASTM D3740 for testing indicated.

1.5 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Owner.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.
- D. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 311000 "Site Clearing" are in place.
- E. Do not commence earth-moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place. F. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

- B. Satisfactory Soils: Soil Classification Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145, or a combination of these groups; free of rock or gravel larger than [3 inches (75 mm)] in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and zero to 5 percent passing a No. 8 (2.36-mm) sieve.
- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and zero to 5 percent passing a No. 4 (4.75-mm) sieve.
- J. Sand: ASTM C33/C33M; fine aggregate.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288.

- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

2.3 CONTROLLED LOW-STRENGTH MATERIAL

- A. Controlled Low-Strength Material: Self-compacting, flowable concrete material produced from the following:

- 1. Portland Cement: ASTM C150/C150M, Type I, Type II, or, Type III.
- 2. Fly Ash: ASTM C618, Class C or F.
- 3. Normal-Weight Aggregate: ASTM C33/C33M, [3/4-inch (19-mm)] nominal maximum aggregate size.

2.4 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:

- 1. Red: Electric.
- 2. Yellow: Gas, oil, steam, and dangerous materials.
- 3. Orange: Telephone and other communications.
- 4. Blue: Water systems.
- 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
- B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Engineer. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
 - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
 - 2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:

- a. **[24 inches (600 mm)]** outside of concrete forms other than at footings.
- b. **[12 inches (300 mm)]** outside of concrete forms at footings.
- c. **[6 inches (150 mm)]** outside of minimum required dimensions of concrete cast against grade.
- d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
- e. **[6 inches (150 mm)]** beneath bottom of concrete slabs-on-grade.
- f. **[6 inches (150 mm)]** beneath pipe in trenches and the greater of **[24 inches (600 mm)]** wider than pipe or **[42 inches (1065 mm)]** wide.

3.4 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work. B. Excavations at Edges of Tree- and Plant-Protection Zones:

- 1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
- 2. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If inspector or engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 3000 psi (20.7 MPa), may be used when approved by Engineer.

- 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

- 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:

- 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring, bracing, and sheeting.

- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

- B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.11 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than **[8 inches (200 mm)]** in loose depth for material compacted by heavy compaction equipment and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698 and/or ASTM D1557:

1. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 95 percent.
2. Under turf or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 85 percent.
3. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.13 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:

1. Turf or Unpaved Areas: Plus or minus [**1 inch (25 mm)**].
2. Walks: Plus or minus [**1 inch (25 mm)**].
3. Pavements: Plus or minus [**1/2 inch (13 mm)**].

3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 2. Place base course material over subbase course under hot-mix asphalt pavement.
 3. Shape subbase course and base course to required crown elevations and crossslope grades.
 4. Place subbase course and base course 6 inches (150 mm) or less in compacted thickness in a single layer.
 5. Place subbase course and base course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
 6. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D698 and/or ASTM D1557.
- C. Pavement Shoulders: Place shoulders along edges of subbase course and base course to prevent lateral movement. Construct shoulders, at least 12 inches (300 mm) wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D698 and/or ASTM D1557.

3.15 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 2. Place drainage course 6 inches (150 mm) or less in compacted thickness in a single layer.

3. Place drainage course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.16 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.
 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Construction dewatering.

B. Related Requirements:

1. Section 015723 "Temporary Storm Water Pollution Control" for temporary storm water pollution controls mandated under the EPA's National Pollutant Discharge Elimination System.
2. Section 312000 "Earth Moving" for excavating, backfilling, site grading, and controlling surface-water runoff and ponding.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Verify availability of Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review condition of site to be dewatered, including coordination with temporary erosion-control measures and temporary controls and protections.
3. Review proposed site clearing and excavations.
4. Review existing utilities and subsurface conditions.
5. Review observation and monitoring of dewatering system.

1.3 ACTION SUBMITTALS

A. Shop Drawings: For dewatering system, prepared by or under the supervision of a qualified professional engineer.

1. Include plans, elevations, sections, and details.
2. Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.
3. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
4. Include written plan for dewatering operations, including sequence of well and wellpoint placement coordinated with excavation shoring and bracings and control procedures to be adopted if dewatering problems arise.

B. Delegated Design Submittals: For dewatering system, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Field Quality-Control Submittals:
 - 1. Field quality-control reports.
- B. Qualification Statements: For Installer and land surveyor.
- C. Delegated design engineer qualifications.
- D. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by dewatering operations. Submit before Work begins.
- E. Record Drawings: Identify locations and depths of capped wells and well points and other abandoned-in-place dewatering equipment.

1.5 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Installer: An experienced installer that has specialized in design of dewatering systems and dewatering work.
 - 2. Delegated Design Engineer: A professional engineer who is legally qualified to practice in state where Project is located and who is experienced in providing engineering services of the type indicated.
 - 3. Land Surveyor: A professional land surveyor who is legally qualified to practice in state where Project is located.

1.6 FIELD CONDITIONS

- A. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design dewatering system.
- B. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of groundwater and permit excavation and construction to proceed on dry, stable subgrades.

1. Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer.
 2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
 3. Prevent surface water from entering excavations by grading, dikes, or other means.
 4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
 5. Remove dewatering system when no longer required for construction.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
1. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Provide temporary grading to facilitate dewatering and control of surface water.
- D. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 015723 "Temporary Storm Water Pollution Control during dewatering operations.

3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
 - 1. Space well points or wells at intervals required to provide sufficient dewatering.
 - 2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.
- B. Place dewatering system into operation to lower water to specified levels before excavating below groundwater level.
- C. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
- D. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

3.3 OPERATION

- A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.
- B. Operate system to lower and control groundwater to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
 - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
 - 2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
 - 3. Maintain piezometric water level a minimum of **[24 inches (600 mm)]** below bottom of excavation.
- C. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.
- D. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches (900 mm) below overlying construction.

3.4 FIELD QUALITY CONTROL

- A. Observation Wells: Provide observation wells or piezometers, take measurements, and maintain at least the minimum number indicated; additional observation wells may be required by authorities having jurisdiction.

DEWATERING 312319
Columbia Paddlecraft Launch

1. Observe and record daily elevation of groundwater and piezometric water levels in observation wells.
 2. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. In areas where observation wells are not functioning properly, suspend construction activities until reliable observations can be made. Add or remove water from observation-well risers to demonstrate that observation wells are functioning properly.
 3. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.
- B. Survey-Work Benchmarks: Resurvey benchmarks regularly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Architect if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.
- C. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.
- D. Prepare reports of observations.
- 3.5 PROTECTION
- A. Protect and maintain dewatering system during dewatering operations.
- B. Promptly repair damages to adjacent facilities caused by dewatering.

END OF SECTION 312319



Invitation to Bid: Columbia Paddlecraft Launch
Bid Opening: 5/14/2025; 10:00 AM

Vendor	Price
Nickell Contracting, LLC 785 Armstrong Lane Columbia, TN 38401	\$246,100.00
Steelhead Building Group, LLC 105 Westpark Dr Suite 800 Brentwood, TN 37027	\$399,400.00
Rice Construction Co LLC 2327 Gravett St Murfreesboro, TN 37129	\$391,700.00

This is a tabulation of all bids received.

Sommar Jaynes, Purchasing Agent



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Sommar Jaynes, Purchasing Agent, sjaynes@columbiatn.gov, 931-560-1580

AGENDA ITEM TITLE: APPROVE THE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT WITH CITY GREEN SERVICES FOR MOWING SERVICES FOR PUBLIC WORKS AND PARKS AND RECREATION IN THE AMOUNT OF \$9,250 PER OCCURRENCE

RECOMMENDATION: Approve

INFORMATION: The City puts out to bid mowing services for our parks and for our medians throughout the City. We had seven companies turn in bids and the lowest bid belonged to City Green Services.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in the Public Works and Parks budgets.

ATTACHMENTS: Staff Report, City Green Services Contract, Bid Tab.

**Agreement for Mowing Services
Between
City of Columbia
And
City Green Services**

This is an agreement made this _____ day of June 2025 between The City of Columbia, Tennessee (City) and City Green Services (Company).

Section 1 – Services to be provided

The company shall provide mowing services to the City as described in the Invitation to Bid- Mowing Services – Various Areas throughout the City for Public Works & Parks & Recreation, solicitation # 999-0525-12, a copy of which is included and identified as Attachment 1.

Section 2 – City Responsibilities

The City shall be responsible for making timely payments to the Company based upon conditions described in Section 4.

Section 3 – Periods of Service

This agreement shall be effective upon approval by the City Council of The City of Columbia, July 1, 2025 and execution by all parties for a period of one year with the purchasing agent for the City of Columbia retaining the option to extend the contract for two additional one year terms.

Section 4 – Payments and Compensation

The Company shall be compensated for services rendered on a monthly basis in an amount as further described in the Company's bid response dated 6/4/2025 which is attached hereto and identified as Attachment 2. The Company shall be responsible to invoice the City on a monthly basis.

Section 5 – General Considerations

5.1 Termination.

In the event the Company fails to perform its obligations under this agreement in a timely fashion or as described in Attachment 1, the City shall notify the Company of such deficiencies in writing. The Company shall have 15 days after receipt of the notice to correct the deficiency otherwise the City may terminate this agreement. The Company shall be entitled to all completed services through the date of the termination.

5.2 Non-Appropriation of Funds

In the event the City fails to appropriate funds for this service described in Attachment 1, this agreement shall be null and void.

The City shall be responsible to notify the Company in writing in timely manner should funds for the service not be appropriated.

The Company shall be entitled to payment for a completed service up to the date of non-appropriation.

5.3 Insurance

The Company shall maintain at its own expense workers compensation insurance and all other insurance as maybe further described in Attachment 1 for protection from claims which may arise as a results of any and all work performed for and on behalf of the City.

5.4 Controlling Laws

This agreement is to be governed by the laws of The State of Tennessee in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in Maury County, Tennessee.

5.5 Assignment

The Company shall not delegate, sublet or subcontract any part of this contract or assign any monies due him hereunder without first obtaining the written consent of the City.

5.6 Entirety

The written terms and provisions of this agreement shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this agreement or agreement documents. This agreement may only be amended in writing.

5.7 Severability

Should any provision, paragraph, sentence, word or phrase contained herein be deemed to be illegal, invalid or otherwise unenforceable, such provision, paragraph, sentence, word or phrase shall be deemed to be modified to conform to law or else shall be deemed severable. In any event the remainder of the agreement shall remain unmodified and enforceable.

5.8 Attachments

All attachments hereto are made a part hereof as if fully set forth herein.

5.9 Consultant Relationship

Nothing in this agreement shall be construed to create an employer / employee relationship between the parties.

City of Columbia
700 North Garden St.
Columbia TN 38401

Accepted and Agreed:
City of Columbia

By _____
Charles (Chaz) M. Molder, Mayor

Attested:

By _____
Thad H. Jablonski, City Recorder

Approved as to Legal Form:

By _____
Jake Hubbell, City Attorney

City Green Services
2713 Wood Ave
Chattanooga, TN 37406

Accepted and Agreed:

By _____
City Green Services

Attachment 1



Invitation to Bid – Mowing Services – Various Areas throughout the City for Public Works & Parks & Recreation May 21, 2025 Solicitation # 999-0525-12

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:30 P.M.CDT, Wednesday, June 4, 2025**, and then publicly opened and read aloud for Mowing Services for various areas throughout the City for Public Works & Parks & Recreation.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Sommar Jaynes at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

Bid Instructions

To be considered, you must:

1. Vendors are requested to register online by using the online link furnished on our web page <http://www.vendorregistry.com/columbia-tn-vendor-registration> . Paper applications are also available on the City's website: www.columbiatn.com
2. A completed bid sheet.
3. All forms must be signed by a representative of the bidder with the authority to bind the bidder.
4. All required documents shall be returned to Purchasing Agent, City Manager's Office, City Hall, 700 North Garden St., Columbia, TN 38401.
5. Bid envelopes shall be identified on the outside with **ITB Mowing Services – Public Works & Parks & Recreation** and opening date of bid, June 4, 2025.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed or E-mailed bids will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

All cost associated with the preparation of this bid or its delivery shall be borne solely by the bidder.

1. SCOPE

The City of Columbia is seeking bids from responsible vendor to provide mowing services for various areas throughout the City for Public Works and Parks & Recreation. It is anticipated that the award for this service will be for a period of one year with the City retaining the option to renew the award for two additional one year periods. The service will include all labor, equipment and materials required to adequately maintain the identified areas as further described herein.

2. GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.
If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.
2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered providing such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Bid Sheets:** Bidders shall use the bid sheets furnished by the City unless otherwise instructed herein. Failure to submit this sheet as required shall render the proposal invalid. Bid sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the bid sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. **Compliance:** Contractor shall abide by all federal, state and local laws and statutes and obtain all permits required in number fifteen (15) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where

conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.

12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified within this invitation. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi-year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

 - a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.
 - b. Step Two – If the vendor is not satisfied with the Purchasing Agent's response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agent's response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager's decision shall be final.

3. SPECIAL CONDITIONS

- 3.1 All vendors are encouraged but not required to inspect all areas and review all plans prior to the submission of a bid. Failure to adequately inspect the areas or review the plans shall not be grounds for modification of the bid or terms and conditions thereof after bid opening.
- 3.2 All bids shall either acknowledge the acceptance of the areas as they currently exist or shall note in the bid any problems with the area.
- 3.3 Bids shall include the flat fee per mowing occurrences for one year to be done for the existing areas as well as a flat fee per mowing fee for two additional one-year extensions.
- 3.4 Any extension shall be at the option of the Purchasing Agent for the City of Columbia.
- 3.5 All bidders shall supply a list of at least 3 references for work they have performed of a similar nature.

4. INSURANCE

The awarded vendor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the vendor or his forces as enumerated above. The vendor shall furnish, a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of awarding this bid.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$1,000,000 CSL (combined single limit).
3. Automobile Insurance - Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$1,000,000 CSL.

5. LAWS, TAXES AND INDEMNIFICATION – The successful vendor shall comply with all applicable local, State and Federal laws. The vendor is further responsible for all taxes associated with providing services under this contract to include all employment related taxes. The vendor agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the vendor, his employees, or any subcontractors hired as a result of or performing work as a result of an awarded bid.

6. TIME OF THE ESSENCE - Time is of the essence in the performance of a resulting contract. Repeated delays shall be interpreted as failure to meet obligations and shall be cause for cancellation of any purchase order, agreement or contract executed as a result of the bid award.

7. PAYMENTS - Payment will be made after all following conditions have been meet:

7.1 Within seven (7) days of submitting occurrence invoices to the Purchasing Agent for the City of Columbia.

8. CANCELLATION – The City reserves the right to cancel any agreement for the following reasons:

- 8.1 Non – appropriation of funds
- 8.2 Failure of the Contractor to perform the services to the satisfaction of the City.
- 8.3 Due to non-renewal on the anniversary date of the award.

9. SPECIFICATIONS & REQUIREMENTS

The City understands the mowing regularity will change dependent upon the natural conditions of rain, heat, sun etc. as such a mowing height will be used to measure the needed frequency of cutting. Grass shall be mowed to

an average height of 4 inches and the mowing areas shall not on average exceed a height of 8 inches. Vendor is allowed to bid only on Parks & Recreation or only on Public Works or may bid on both.

Site locations:

Parks & Recreation

A. Recreation Centers

1. Armory Recreation Center
503 Carter Street
2. Macedonia Recreation Center
501 Armstrong Street
3. Columbia Aquatics & Recreation Center
1446 Oaks Springs Drive

B. Parks

1. Betty Lee Park
NWY 7 & Royal Oaks Drive
2. Bridge Monument
Nashville Hwy (near Enterprise Car Rental)
3. Cook Soccer Park (common area only, no fields)
710 Experiment Station Lane
4. Eva Gilbert Park (all common areas, football, softball & baseball fields)
120 Cord Drive
5. Frierson/Johnson Park
East 10th Street & White Street
6. Old Hickory Park/Greenway
Jackson Heights Drive & Park Mere Drive
7. Pop Geers Monument Park
602 – 610 W 7th Street
8. West Haven/Circle Park
Experiment Station Lane & Hilltop Drive
9. Riverwalk Park
Riverside Dr
10. Ridley Sports Complex (including common areas, entrance/exit road and parking lot medians and excluding playing surfaces)
6148 Trotwood Ave

C. Lots

1. 1014 Oakdale Drive
2. 103 South Bigby Drive
3. 109 South Bigby Drive
4. 920 Azalea Drive
5. 103 Iris Circle
6. 901 Camellia Drive
7. 404 Second Avenue
8. 1005 Riverside Drive (property goes around Moore Circle)
9. Greenwood Cemetery (N Garden & W 4th)

Public Works

Areas to be Mowed

- A. James Campbell Blvd from Santa Fe Pike to Hallmark Drive

- B. Nashville Hwy from Old Hwy 31 in Neapolis through Carmack Blvd to James Campbell Blvd

Inspection of Work

- A. Public Works staff will make periodic inspections of work sites

Hours of Work

- A. Work may not commence earlier than 7:00AM and shall cease at dusk, Monday through Saturday. Sunday work may be permitted, but must be authorized by Public Works staff.

Protection of City Property

- A. Contractor will exercise the utmost care in preventing damage or destruction of trees, walks, buildings, turf, or any other improvements at the various work sites. If the contractor or his representative causes damage, it will be the contractor's responsibility to notify Public Works staff. Repair or replacement of damaged property is the responsibility of the contractor.

Ground Maintenance

- A. Windrow of grass clippings is not permitted. Any grass clippings discharged upon the roadways, streets or sidewalks must be removed. Grass clippings may be left on the grass providing no readily visible clumps of grass remain after mowing.
- B. Contractors will minimize "rutting" in turf areas. If such occurs, the contractor will repair same with a two-week timeframe, weather permitting.
- C. Daily reports of completed work shall be communicated to Public Works.

Required Services:

Litter Control – Litter control shall be performed prior to mowing of area.

- A. Prior to mowing, the contractor will pickup all loose litter found on site. Mowing through loose litter is not permitted.
- B. Litter control shall consist of the removal of all paper, plastic, metal, trash, debris, rocks, leaves, or sticks from areas.
- C. Litter must be removed by the contractor from the site and shall not be placed on streets, curbs or in City trash receptacles.

Parks & Recreation Services & Frequency

- C. Mowing, trimming, blowing off debris, check trash – weekly depending on growing and weather conditions
- D. Shrub maintenance – Property with shrubbery will have all shrubs trimmed in the spring and fall to maintain attractive appearance
- E. Weed Control – Each property will have weed control applied as needed. Included with Pre and Post emergent
- F. Mulch/Pine Straw – Each property with mulch will be freshened with mulch, a color previously used, as needed to keep an attractive appearance
- G. Over-seed and Fertilization – March –April or September – October
- H. Flower/Shrub/Tree – Spring or Winter
- I. Irrigation – Spring Activation and Winterization
- J. Turf Care Program – Varied

Public Works Services & Frequencies

- A. Contractor shall perform the maintenance, furnish all labor, equipment and supplies for the mowing, string trimming and cleanup of City of Columbia parcels and medians (see maps) for the period commencing approximately July 2025. Work shall continue through June 2026.
- B. Parcels and medians are to be mowed on a bi-weekly schedule. Areas to be mowed will be maintained at an average height of 4 inches and the mowing areas shall not on average exceed a height of 8 inches. Grass next to light poles, trees and any permanent objects shall be mechanically trimmed to the same height as specified above at the time of mowing. Grass on hillsides, where the safety of the operator may be in jeopardy, shall be string trimmed at intervals not to exceed every other mowing cycle.

10. Responsibilities of the Parties

A. Vendor –

- 1. Shall perform all services as defined herein.
- 2. Shall in writing inform the City immediately of any conditions that affect the areas or safety of the public.
- 3. Shall have adequate equipment and staff to perform services on a timely basis.
- 4. Shall have adequate knowledge and experience in mowing of this nature.
- 5. Shall have all necessary permits and licenses required to perform the services required.
- 6. Shall submit monthly invoices for services to the City of Columbia Finance Department.
- 7. Shall at all times not block or impede traffic flow, provide safety equipment and clothing and insure it is worn at all times. Limit or restrict discharge of mowers into traffic lanes. Provide flagman or warning devices if working in median.

B. The City –

- 1. The City shall reimburse the vendor on a monthly basis and at the mowing rate per occurrence as bid or as agreed upon for any future renewals.
- 2. Shall approve in writing any additional work to be performed prior to the work being performed.
- 3. May inspect all areas on a monthly basis for compliance to the terms of this agreement and provide the contractor with any areas of concern when and if they are identified.
- 4. Provide the vendor a written notice of concerns regarding required services noted on inspection and allow the vendor 30 days from the date of the notice to remedy the problems. Failure to adequately address any problems noted may result in termination of the agreement.

- 11. Contract for Services – The awarded vendor will be required to execute a contract for services with the City of Columbia which shall incorporate this invitation to bid and the vendor's response.

12. Award of the bid – A recommendation for award will be made to the lowest responsive, responsible vendor and the following conditions have been met:

1. Proof of insurance as required herein has been furnished.
2. Listing of three reference for which similar services have been provided.

Please refer to the following for additional mowing areas for Public Works. The areas marked in red are additional areas that is included in the area to be mowed. The area marked and noted in black is an area that is mowed by Maury Regional Hospital and will not be needed to be mowed. The areas marked in red are in addition to center medians. All center medians will need to be mowed.

















Mowing Services – Public Works & Parks and Rec
 Solicitation 999-0525-12
 Bid Opening June 4, 2025 2:30pm

Vendor	Through July 2026	Through July 2027	Through July 2028
City Green Services 2713 Wood Ave Chattanooga, TN 37406	Public Works \$2,700.00 / Mowing Parks & Rec \$6,550.00 / Mowing Both \$9,250.00/ Mowing Additional Services for Parks *included*	Public Works \$2700.00 / Mowing Parks & Rec \$6,550.00/ Mowing Both \$9,250.00 / Mowing Additional Services for Parks *included*	Public Works \$2700.00 / Mowing Parks & Rec \$6,550.00/ Mowing Both \$9,250.00 / Mowing Additional Services for Parks *included*
Freedom Hill Lawn Care PO Box 1118 Columbia, TN 38402	Public Works \$3,750.00 / Mowing Parks & Rec \$5,647.05 / Mowing Both \$9,397.05 / Mowing Additional Services for Parks *included*	Public Works \$3,750.00 / Mowing Parks & Rec \$5,647.05 / Mowing Both \$9,397.05 / Mowing Additional Services for Parks *included*	Public Works \$3,750.00 / Mowing Parks & Rec \$5,647.05 / Mowing Both \$9,397.05 / Mowing Additional Services for Parks *included*
Cutting Edge Lawn & Landscape 869 Mount Olivet Rd Columbia TN 38401	Public Works \$8,000.00 / Mowing Parks & Rec \$6,750.00/ Mowing Both \$14,750.00 / Mowing Additional services for Parks \$4,500.00	Public Works \$8,000.00 / Mowing Parks & Rec \$6,750.00/ Mowing Both \$14,750.00 / Mowing Additional services for Parks \$4,500.00	Public Works \$8,000.00 / Mowing Parks & Rec \$6,750.00/ Mowing Both \$14,750.00 / Mowing Additional services for Parks \$4,500.00
Noble Landscaping Brandon Crews 615-557-8426 Brandon.crews@noblelandscapemgmt.com	Public Works \$7,000.00 / Mowing Parks & Rec \$5,000.00 / Mowing Both \$12,000.00 / Mowing Additional services for Parks \$3,000.00	Public Works \$7,000.00 / Mowing Parks & Rec \$5,000.00 / Mowing Both \$12,000.00 / Mowing Additional services for Parks \$3,000.00	Public Works \$7,350.00 / Mowing Parks & Rec \$5,250.00 / Mowing Both \$12,000.00 / Mowing Additional services for Parks \$3,200.00



TN Property Management PO Box 301 Summertown, TN 38483 Donald Simmons	Public Works \$4,800.00 / Mowing Parks & Rec \$9,630.00 / Mowing Both \$14,430.00 / Mowing Additional services for Parks \$7,000.00	Public Works \$4,850.00 / Mowing Parks & Rec \$9,650.00 / Mowing Both \$14,500.00 / Mowing Additional services for Parks \$7,000.00	Public Works \$4,875.00 / Mowing Parks & Rec \$9,650.00 / Mowing Both \$14,525.00 / Mowing Additional services for Parks \$7,000.00
Rotolo Consultants Inc 38001 Browns Village Rd Slidell, LA 70460-4875	Public Works \$5,378.28 / Mowing Parks & Rec \$3,406.38 / Mowing Both \$8,784.66 / Mowing Additional services for Parks \$29,100.74	Public Works \$5,378.28 / Mowing Parks & Rec \$3,406.38 / Mowing Both \$8,784.66 / Mowing Additional services for Parks \$29,100.74	Public Works \$5,378.28 / Mowing Parks & Rec \$3,406.38 / Mowing Both \$8,784.66 / Mowing Additional services for Parks \$29,100.74
Outsiders Property Management PO Box 2013 Columbia, TN 38402 931-478-0334 Outsiders.tn@gmail.com	Public Works No Bid Parks & Rec \$5,950.00/ Mowing Both N/A Additional services for Parks \$12,500.00	Public Works No Bid Parks & Rec \$5,950.00/ Mowing Both N/A Additional services for Parks \$12,500.00	Public Works No Bid Parks & Rec \$5,950.00/ Mowing Both N/A Additional services for Parks \$12,500.00

This is a tabulation of all bids received.

Sommar Jaynes

Purchasing Agent



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Sommar Jaynes, Purchasing Agent, sjaynes@columbiatn.gov, 931-560-1580

AGENDA ITEM TITLE: APPROVE BID AWARD TO COLUMBIA OIL IN THE AMOUNT OF \$40,000 FOR THE PURCHASE OF BULK LUBRICANTS

RECOMMENDATION: Approve

INFORMATION: An invitation to bid was properly advertised and solicited to supply bulk lubricants to the City of Columbia due to the expiration of the current bid. The low bid for the five products advertised was submitted by Columbia Oil. As with similar bids, Council is requested to authorize a renewable one year bid with two one year renewal options. Renewals may be subject to price increases based upon the terms and conditions set forth in the invitation to bid.

CERTIFICATION: The Chief Financial Officer certifies that \$40,000 is budgeted and unencumbered in the General Fund.

ATTACHMENTS: Staff Report, Bid Tab.



ITB – Bulk Lubricants
 Solicitation # 431-0525-11
 Bid Opening 6/4/2025; 2:00 PM

VENDOR	10W30 Oil		Hydraulic Tractor Fluid		15W40 Oil		Multi-Vehicle Antifreeze		DEF	
	Brand	Price / Gallon	Brand	Price / Gallon	Brand	Price / Gallon	Brand	Price / Gallon	Brand	Price / Gallon
Columbia Oil PO Box 37 Columbia, TN 38401 Andrew Pike 931-388-1316	Signature	\$9.25	Signature	\$9.75	Signature	\$11.50	Signature	\$9.75	Signature	\$4.95
Delta Fuel Company Dba Delta 360 521 Main St Natchez, MS Donald E Page Jr 381-757-7610 x 101	CHV Supreme Syn Blend	\$16.66	CHV Tractor Fluid	\$16.08	CHV Ursa SPR+	\$15.84	CHV Havoline Universal 50/50	\$13.24	Signature DEF	\$4.25
	CHV Havoline Pro (full syn)	\$21.94								

This is a complete and accurate tabulation of all bids received.
 Sommar Jaynes, Purchasing Agent



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Sommar Jaynes, Purchasing Agent, sjaynes@columbiatn.gov, 931-560-1580

AGENDA ITEM TITLE: APPROVE THE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH D & D TOWING & RECOVERY LLC FOR TOWING AND STORAGE SERVICES

RECOMMENDATION: Approve.

INFORMATION: The Police Department is charged with the duty to investigate and assist with vehicle accidents and abandoned or immobile vehicles. The vehicles often cannot be removed from the scene other than by towing and may subsequently require temporary storage. While it is the owner's right to select the company used to move or store the vehicle, often the City is requested or required to make that selection in order to re-establish traffic flow.

The charges related to towing and storage can vary greatly from vendor to vendor; therefore, the City sought bids to establish fixed pricing for towing and storage. It furthermore simplifies the process if a single vendor is awarded the contract thereby eliminating the process of administering a rotating towing service schedule. In response to an invitation to bid, D & D Towing & Recovery LLC was the only bid and complied with all the terms and conditions of the invitation.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in the General Fund.

ATTACHMENTS: Staff Report, Towing Contract, Bid Submission.

CITY OF COLUMBIA TOW SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2025 by and between the CITY OF COLUMBIA, (hereinafter referred to as "CITY"), and D & D TOWING & RECOVERY LLC (hereinafter referred to as "CONTRACTOR"). Any reference in this Agreement to the "Department" shall be deemed to refer to the Columbia Police Department.

RECITALS

- A. CITY's Police Department requires the aid and assistance of towing services on a regular basis in the performance of its emergency response and traffic control duties, including response to an investigation of vehicular accidents.
- B. CITY has agreed to contract to provide the requisite towing service pursuant to the requirements and performance, as set forth in the terms and conditions contained herein and in the City of Columbia Invitation to Bid (ITB) for Requirements Contract for Towing and Storage. The ITB and the response submitted by the CONTRACTOR pursuant to the ITB (the "Contract Documents") are hereby incorporated and made part of this Agreement as though fully set forth herein. Should any inconsistency occur or exist in these Contract Documents, the provisions of this Agreement, then the provisions of Invitation to Bid , then the Response shall control, in that order.
- C. CITY desires to designate CONTRACTOR and CONTRACTOR desires to accept the designation of the CITY, as an independent contractor, for purposes of providing towing and storage services at the request of the CITY, pursuant to the terms and conditions set forth in this Agreement and the Contract Documents.
- D. CONTRACTOR owns or leases tow trucks and employs personnel that are capable of providing the desired vehicle towing and storage services to CITY pursuant to the Contract Documents

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises, covenants, and conditions contained herein, the parties agree as follows. To ensure the efficient performance of towing services as requested by or for the Department, CONTRACTOR hereby agrees to the following service provider requirements, specifications, performance criteria, and terms and conditions:

1.0 SCOPE OF SERVICES

- 1.1 CONTRACTOR shall perform vehicle towing, winching, and storage services as directed by the Department and in addition such other services as provided in this Agreement, and shall provide necessary storage facilities, tow services, labor, materials, equipment, machinery and tools.
- 1.2 CONTRACTOR shall comply with all State of Tennessee laws that regulate tow units and the towing, storage, selling or junking of vehicles. Specific services include, but are not limited to, towing of improperly parked vehicles, vehicles that obstruct or impede the flow of traffic or emergency lanes, walkways, and handicapped parking spaces, police impounds, seizure of evidence, and motor vehicle accidents.
- 1.3 CONTRACTOR is hereby designated as an authorized tow service provider for CITY and agrees to provide the services as herein described at the request of the Department and for the benefit of the vehicle owner. All trucks and equipment used by CONTRACTOR in the performance of this Agreement shall be owned by or leased to CONTRACTOR and shall be subject to all provisions herein.

2.0 CONSIDERATION

In consideration of CONTRACTOR's agreement to perform the services provided for herein, CITY agrees that throughout the term of this Agreement, CONTRACTOR shall have:

- 2.1 The right to tow and store vehicles at the direction of the Department within and outside the jurisdictional boundaries of CITY, subject to the Department's call-for-service.
- 2.2 The right to charge vehicle owners the amounts not to exceed those charges approved by the City according to Section 29 below.
- 2.3 Notwithstanding the provisions of this Agreement pertaining to CONTRACTOR's services and Consideration, nothing contained herein shall deprive the owner or operator of a vehicle from requesting and receiving towing services from a person or entity other than CONTRACTOR.
- 2.4 Provided, further, that when, in the opinion of the Department, an emergency exists or where CONTRACTOR is either unable or unwilling for any reason to provide adequate or timely tow service, then the Department shall have the right to call other qualified tow services, which may or may not be under contract with CITY.

Under such circumstances, the decision to call another tow service, either under contract or not, shall be at the exclusive discretion of the Department.

2.5 The City reserves the right to cancel a request for service at any time up to the time of hookup without a charge being made to either the City or the owner. A response to a service call scene without any other action does not constitute a service for which a charge can be made.

3.0 TERM AND TERMINATION

3.1 This Agreement shall remain in effect for one (1) year from the Effective Date, as defined in Section 35 below. This Agreement may be reviewed at the conclusion of the initial one (1) year period and extended for up to two (2), one year periods by mutual written agreement of the parties and at rates as approved herein.

4.0 LOCATION

4.1 CONTRACTOR shall maintain a physical location with a yard for vehicle storage as designated in CONTRACTOR'S response to ITB. Said storage location shall be within the CITY limits, and from which the business shall be conducted. Each vehicle towed pursuant to this Scope of Work shall be stored at CONTRACTOR's storage facility.

4.2 All vehicles stored at the direction of the Department shall be towed directly to the CONTRACTOR's storage facility. If the vehicle is towed pursuant to a citizen request, then at the request of the citizen the vehicle can be stored at any business location of the CONTRACTOR or site designated by the vehicle owner.

4.3 Any proposed change in the CONTRACTOR's facility locations shall be reported, in writing, to the Department at least sixty (60) days prior to making such change. CONTRACTOR shall obtain the approval of the Chief of Police or his/her designee for any change of location.

5.0 PERSONNEL

5.1 Tow truck operators shall be proficient in the use of the tow truck they are driving and related equipment, including, but not limited to the procedure necessary for the safe towing and recovery of various types of vehicles. It is the responsibility of the CONTRACTOR to ensure its operators are trained, qualified and competent employees of the business.

5.2 All CONTRACTOR tow truck operators shall possess valid Tennessee Driver's Licenses in the proper class pursuant to Vehicle

5.3 All CONTRACTOR tow truck operators shall be required to have a safe driving record, be 21 years of age or older. All tow truck operators shall be properly trained in the operations of the towing vehicle, supervised properly and maintain a valid commercial driver's license issued by the State of Tennessee. All drivers shall be alert, suitable for work and not impaired by alcohol or drugs.

5.4 Subcontracting shall not be allowed without the expressed written consent of the Chief of Police.

6.0 TOWING SERVICE DUTIES

After being requested to the scene by the Department, CONTRACTOR tow truck operators shall comply with the following:

6.1 Not move nor attach a tow truck to any vehicle until instructed to do so by the investigating officer of the Department.

6.2 Cooperate with the investigating officer of the Department in removing unsafely and/or illegally parked vehicles from the street, and in the storing or impounding of such vehicles as requested.

6.3 On collision calls, clean-up and remove all debris from the accident scene shall conform to standards and requirements of Tennessee Code Annotated 55-8-170.

6.4 Provide the owner or driver of towed vehicles (when present at scene) with a business card of CONTRACTOR indicating where vehicle will be stored (including address and telephone number).

6.5 CONTRACTOR shall be responsible and held accountable for personal property, vehicle accessories and the vehicle once the vehicle is hooked up.

6.6 Storage facilities shall be opened from 9:00 am to 5:00 pm, Monday - Friday, "excluding holidays and weekends" to allow owners to retrieve vehicles and/ or personal items. Reasonable accommodations must also be made to allow owners access on weekends to recover personal property.

6.7. Upon request of (a) the registered owner; (b) the legal owner; (c) the insurance carrier of either (a) or (b); or (d) the duly authorized agent of any of the foregoing, CONTRACTOR shall furnish an itemized statement of charges upon request and without demanding payment as a condition. The statement shall include the service performed, labor and special equipment used in towing the vehicle.

6.8 Class A and Class D towing shall be by axle lift or rollback only. No cable or belt towing is allowed.

7.0 RESPONSE TIME

7.1 CONTRACTOR shall respond to the Department's requests for towing, and storage service within twenty (20) minutes from the time such request is received between the hours of 0700 and 1800. Response time for all other hours and holidays shall be 30 minutes. An immediate response will be required for all emergency calls. Response time is the difference between the time the CONTRACTOR is contacted by the Department and the time the tow truck arrives at the required location. CONTRACTOR shall promptly notify the Department if this response time cannot be met. Emergency conditions, as verified by local media or traffic enforcement may be acceptable reasons for not meeting the response time requirement. Equipment or personnel shortage, or lack of availability is not an acceptable reason for failure to meet response times.

7.2 CONTRACTOR shall give priority to all of the Department's requests for service.

7.3 CONTRACTOR's dispatcher shall notify the Department when a tow vehicle cannot respond immediately, give the reason for the delay, and an estimated time of arrival. In the event of an additional delay, CONTRACTOR dispatcher shall again notify the Department and give the new estimated time of arrival. To ensure a timely response, the Department, in its sole discretion, may cancel any call-for-service because of a response delay and may request service from another tow service provider.

7.4 If the tow truck unit(s) has not arrived at the scene within twenty (20) minutes from the time requested, the Department, based on the urgency of the field situation, may request a different towing service to respond to the call, whether the different tow service has a contract with CITY or not.

7.5 If CONTRACTOR's telephone or radio is not promptly answered, or if the line is busy when called by the Department after two (2) attempts, the CONTRACTOR being called will be bypassed and the Department may select another tow service.

7.6 If, while rendering assistance in response to a Department call for towing, a second Department call for towing is generated to the CONTRACTOR, the CONTRACTOR tow truck operator shall, before responding to the second call, ensure that all vehicles at the first site are sufficiently clear of the roadway so that no obstruction to normal traffic exists. Once the second call is handled to conclusion, the vehicles at the first site may be towed as necessary.

7.7 In the event CONTRACTOR is unable to respond to calls at the request of the Department, it shall be understood that the Department has the right to call another tow service.

7.8 CONTRACTOR shall be available for tows 24 hours per day, 7 days per week.

8.0 EQUIPMENT STANDARDS

8.1 CONTRACTOR must maintain at a minimum two Class D and one Class C wrecker.

8.2 Towing vehicles shall be equipped as required by the State of Tennessee Department of Safety and Homeland Security Towing Service Standards Manual – Revised January 2015

8.3 CONTRACTOR vehicles shall have a cable winch of sufficient size and capacity to retrieve vehicles that have gone over embankments or off traveled portions of roadways into remote areas or other difficult locations.

8.7 Motorcycles that are stored, impounded, or towed from a collision scene at the request of the Department shall be hauled by a trailer that is designed to carry motorcycles, or by a flatbed truck.

8.8 Any equipment used and maintained by CONTRACTOR shall be available for inspection by the Department upon request. CONTRACTOR vehicles shall be subject to random inspection by the Department.

8.9 Throughout the term of this Agreement, CONTRACTOR shall maintain in a neat and clean manner and in good working condition its storage facilities and improvements thereon, and all vehicles, facilities, equipment, and materials used by CONTRACTOR in the performance of the services required under this Agreement. Any additions to or deletions from the CONTRACTOR tow truck fleet shall be immediately reported, in writing, to the Department.

9.0 COMMUNICATIONS EQUIPMENT

9.1 CONTRACTOR, during the term of this Agreement shall maintain, and have approved by CITY, a continuous means of communication between CONTRACTOR's dispatcher and each CONTRACTOR tow vehicle.

CONTRACTOR shall also maintain and staff, on a 24 hour basis, a telephone to receive calls from the Department and members of the public.

9.2 Telephone service maintained by CONTRACTOR shall be adequate to receive police calls without delay. The telephone terminals shall be monitored at all times. Recording machines or similar devices are not allowed. If a call from the Department is not answered within six (6) rings or the line is busy after two

attempts, or placed on hold for more than a minute, the call may be terminated and another tow service may be called.

9.4 CONTRACTOR shall provide a list of telephone numbers to be called in order of priority. Changes to contact list shall be provided immediately in writing to the Chief of Police or his/her designee along with the effective date of the change(s)

10.0 HOURS

10.1 CONTRACTOR shall provide twenty-four (24) hour towing service, seven (7) days a week, during the term of this Agreement.

10.2 CONTRACTOR shall ensure that there will be an employee on call twenty-four (24) hours a day, seven (7) days a week and capable of being present or available for releasing stored vehicles to the public in accordance with Section 6.0 of this Agreement. CONTRACTOR's response time for such releases shall be no longer than one (1) hour.

11.0 VEHICLE IDENTIFICATION

11.1 Each CONTRACTOR vehicle shall display identification signs displaying company name and phone number. CONTRACTOR shall not display any signs or advertising that indicate the CONTRACTOR is an official towing service or garage of CITY. Magnetic signs will not be allowed.

11.2 CONTRACTOR shall not, through their advertisements or otherwise, in any way publicize any official or other business connection with CITY, nor shall CONTRACTOR advertise any address or telephone number of CITY as a location to call for vehicle towing and storage service.

12.0 STORAGE SERVICE RESPONSIBILITIES

12.1 CONTRACTOR shall be responsible for all vehicles, accessories, and equipment thereon, and all personal property therein, stored by it. It shall be CONTRACTOR's duty to protect such stored vehicles, accessories, equipment, and property against all loss, damage by fire, theft, or other causes.

12.2 CONTRACTOR shall be responsible for the negligent acts and omissions of its employees and for any property damage caused by CONTRACTOR or its employees to any vehicle under their control.

13.0 STORAGE FACILITY STANDARDS

CONTRACTOR shall make adequate provisions for the security of vehicles and property at its storage facilities, which shall at a minimum consist of all of the following:

13.1 The CONTRACTOR shall maintain a storage lot within the city limits of Columbia which is fenced and secured as to prevent theft and vandalism to stored vehicles. The lot shall minimally be opened from 0900 to 1700 hours Monday through Friday. Reasonable accommodations must be made to allow owner access on weekends to recover personal property as well.

13.2 Registered or legal owners requesting to inspect their vehicles shall be allowed to do so without having to pay the storages fees first. Reasonable accommodations must be made to allow owner access on weekends to recover personal property as well.

13.3 The CONTRACTOR shall not perform any work upon any vehicle without first obtaining written permission from the owner of the vehicle.

14.0 LIENS AND DISPOSALS

14.1 CONTRACTOR shall comply with all State law requirements for the notification of owner / lienholders of towed and stored vehicles or disposal of unclaimed vehicles.

15.0 PERFORMANCE

15.1 CONTRACTOR shall perform the services required under this Agreement in an ethical, professional, and orderly manner and shall endeavor to obtain and keep the confidence of the motoring public.

15.2 At its sole expense, CONTRACTOR shall obtain all permits, and licenses as may be required by this Agreement or otherwise to perform the work. CONTRACTOR shall maintain in effect throughout the term of this Agreement all licenses and permits required to perform the services required by this Agreement.

16.0 MOTORISTS ASSISTANCE

16.1 Whenever a motorist requests tow assistance from the Department and does not specify a particular tow company or membership agency, the service shall be assigned to CONTRACTOR. All charges arising out of such assistance assigned to the CONTRACTOR shall be the exclusive responsibility of CONTRACTOR and the requesting motorist. The City shall not be liable for any charges whatsoever arising out of a motorist assistance call. CONTRACTOR shall not charge such motorist more than the rates specified in this Agreement.

17.0 RISK

17.1 CONTRACTOR assumes all risk in the event of damage, theft, fire, or otherwise, of the vehicles or any other property towed, impounded, or stored by CONTRACTOR, its employees or agents.

17.2 Notwithstanding any other term or condition herein, in responding to a call from the Department, CONTRACTOR shall have no claim whatsoever against CITY or any right to recover from City for the cost of any of the services it renders in the performance of this Agreement. CONTRACTOR shall look solely and exclusively to the owner of the vehicle towed, impounded, or stored for payment of the services provided by the CONTRACTOR.

17.3 CONTRACTOR shall assume the entire risk of nonpayment of any service charges incurred pursuant to this Agreement.

18.0 SUCCESSORS AND ASSIGNS

18.1 Each of the terms and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every one of the heirs, executors, administrators, successors, assignees, and legal representatives of the parties.

18.2 CONTRACTOR shall not assign its rights or delegate or otherwise transfer its obligations under this Agreement to any other person or entity without the prior written consent of CITY. Any such assignment without the prior consent of CITY shall be void and the attempted assignment shall constitute a material breach of this Agreement.

18.3 If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

19.0 INDEMNITY

19.1 CONTRACTOR shall protect, defend, indemnify, and hold harmless CITY, its Council Members, officers, employees and agents, against, without limitation, any and all claims, demands, debts, obligations, liabilities, judgments, actions, penalties, fines, costs, expenses and attorneys' fees of every kind and description arising out of or connected in any way with CONTRACTOR's performance under

this Agreement, including but not limited to: (1) any claim or action relating to the preparation of vehicles for towing; (2) any claim or action relating to the towing of vehicles; (3) any claim or action relating to the storage, impound, and maintenance activities; (4) any claim or action relating to the sale or disposal of vehicles pursuant to this Agreement; and (5) workers' compensation.

- 19.2 This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

20.0 INSURANCE

CONTRACTOR, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement the following insurance policy:

- 20.1 CONTRACTOR shall maintain in full force and effect, during the term of this Agreement, policies of comprehensive general liability (including property damage and bodily injury) and automobile liability insurance with limits of at least \$1,000,000.00 combined single limit coverage per occurrence and Garage Keepers Liability of not less than \$75,000.
- 20.2 CONTRACTOR shall carry and pay for workers' compensation insurance as is required to fully protect CONTRACTOR and its employees under Tennessee Workers' Compensation Insurance Law.
- 20.3 All insurance required pursuant to this section shall: be issued by a company authorized by the Insurance Department of the State of Tennessee and rated A-, Class VII or better by the latest edition of Best's Key Rating Guide. The workers' compensation insurance company shall agree to waive all rights of subrogation against CITY for losses paid under the terms of the policy, which arose from the work performed by the named insured.
- 20.4 Upon execution of this Agreement, CONTRACTOR shall provide to CITY certificates of insurance and endorsements evidencing the policies fulfilling the requirements of this Section. Each insurance policy shall provide that it shall not be cancelled or modified except after thirty (30) days written prior notice to CITY.
- 20.5 The insurance policies specified in this Section, except for the workers' compensation policies, shall name CITY and its officers, Council Members, agents, and employees as additional insureds by endorsement to the policies. Such policies shall be primary, and any other policies maintained by or providing protection for CITY shall be excess or secondary but noncontributing.

20.6 If CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the term of this Agreement, CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

20.7 The CONTRACTOR shall annually within ten (10) days of the anniversary of the effective date of this Agreement, and at any other time requested by the City, provide to the CITY evidence that all insurance required pursuant to this Agreement continues to be in full force and effect.

21.0 AMENDMENT

21.1 No modification, amendment, addition to, deletion, or alteration of the terms of this Agreement, whether written or oral, shall be valid unless made in writing and formally approved and executed by all parties.

22.0 NO WAIVER

22.1 No delay or omission in the exercise of any right or remedy available hereunder shall impair such right or remedy or be construed as a waiver. Any waiver of any default or condition hereunder must be in writing and shall not be construed as a waiver of any other default concerning the same or any other provision of this Agreement.

22.2 The waiver by CITY of any breach by CONTRACTOR of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach or default by CONTRACTOR either of the same or a different provision of this Agreement.

23.0 INDEPENDENT CONTRACTOR

23.1 Both parties hereto in the performance of this Agreement shall be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. CONTRACTOR and its employees are not employees of CITY and are not entitled to any of the rights, benefits, or privileges of CITY's employees including, but not limited to, medical, unemployment, or workers' compensation insurance.

24.0 CONTROL

24.1 Neither CITY or its officers, Council Members, agents, or employees shall have any control over the conduct of CONTRACTOR employees except as set forth herein. CONTRACTOR agrees not to represent that it or its agents, servants, or employees are in any manner agents, servants, or employees of CITY, it being understood CONTRACTOR, its agents, servants, and employees are as to CITY

wholly independent contractors and that CONTRACTOR's obligations to CITY are solely those prescribed by this Agreement. CITY and CONTRACTOR further acknowledge and agree that CITY shall have no responsibility for salary, health benefits, retirement benefits, taxes, or any other benefits that may be due to CONTRACTOR's employees.

25.0 EXECUTION OF AGREEMENT

25.1 The persons executing this Agreement hereby represent and warrant that the execution of this Agreement and the performance of the terms and conditions of this Agreement have been authorized by all requisite corporation, Federal, State, municipal, or other entity requirements and that the undersigned have the right, power, legal capacity and authority to execute and enter into this Agreement.

26.0 CITY VEHICLE TOWING

26.1 CONTRACTOR shall provide, towing of CITY vehicles as requested by CITY at the same rates as listed herein.

27.0 RESPONSIBILITY

27.1 It shall be the responsibility of CONTRACTOR to provide equipment and to perform the duties expressed in this Agreement. CONTRACTOR is hereby granted authority to utilize additional resources whenever deemed necessary to perform its tow service duties. This may include, but is not limited to, personnel and/or equipment of another tow operator. This, however, shall not relieve CONTRACTOR of its duties and responsibilities and any additional cost incurred shall not be charged to CITY.

28.0 ACTS OR OMISSIONS OF REPRESENTATIVES

28.1 It is understood and agreed by the parties that the acts and/or omissions of the owner(s), officers, operators, officials, employees, agents, and representatives of CONTRACTOR in the performance of the services and obligations under this Agreement shall constitute the acts and/or omissions of CONTRACTOR and not the City.

29.0 CHARGES

29.1 CONTRACTOR shall charge rates for all service as established herein.

29.2 Routine clean up is included in the basic tow charge. The towing vendor shall be required to sweep and remove glass, debris and other injurious materials at the

accident scene as required by TCA 55-8-170. All such removal shall be to the satisfaction of the officer in charge at the scene.

- 29.3 Mileage rates start from point of pickup if outside the City limits. Flat rates apply within the City limits.
- 29.4 Storage rates start after the first 24 hours from the beginning of the next business day after the vehicle was towed and may be charged the contracted storage rate on a non-prorated 24 hour basis thereafter.
- 29.5 Duplicate rates shall not be charged in the event all necessary equipment is not available when arriving upon a scene.
- 29.6 There shall be no charge to the owner or the City for the release of personal property to the owner at any time during the tow or storage of the vehicle.
- 29.7 There shall be no charges for wait time as the result of emergency personnel performing their duties at the scene.
- 29.8 Winching charges shall not be applicable for aligning the vehicle for loading or loading the vehicle.
- 29.9 Charges for tarps or wraps shall not be applicable unless requested by the owner, his agent or their insurance company.
- 29.10 The City reserves the right to cancel a request for service at any time up to the time of hookup without a charge being made to either the City or the owner. A response to a service call scene without any other action does not constitute a service for which a charge can be made.
- 29.11 All charges for towing, storage, and other services required to be performed by CONTRACTOR under the terms and conditions of this Agreement shall not exceed those charges set forth in the schedule of rates below:

Towing

Class A and D wrecker in City flat rate	\$175.00 flat charge
Class A and D wrecker per mile outside City limits	\$6.00 / mile
Class C wrecker in City	\$750.00 flat charge
Class C per mile outside the City	\$8.00 / mile
Multiple vehicle or overturned vehicle per Truck hour - Class A and D wrecker	\$175.00 / hour
Multiple vehicle or overturned vehicle per Truck hour - Class C wrecker	\$750.00 / hour

Towing or winching from ditch to road Class A and D wrecker	\$175.00 flat charge
Towing or winching from ditch to road Class C wrecker	\$175.00 flat charge
Other Class wrecker, Road Tractor	\$750.00 / hour

Storage/Impound (per day)

24 Hour Storage Rate	\$40.00 / day
----------------------	---------------

Contract Renewal – Rates may be adjusted for subsequent annual renewals on the following basis.

- 1st Annual Renewal Adjustment (not to exceed) 0%
- 2nd Annual Renewal Adjustment (not to exceed) 0%

30.0 NOTICES

30.1 Any notices required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

CITY: City of Columbia

700 North Garden St

Columbia TN 38401

CONTRACTOR:

Attn: _____

31.0 SEVERABILITY

31.1 If any term or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

32.0 VENUE

32.1 This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Maury County, Tennessee.

33.0 EFFECTIVE DATE

33.1 The Effective Date of the Agreement shall be upon signature.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

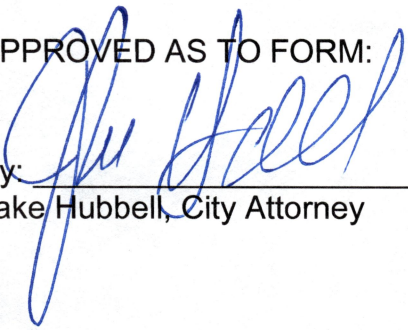
CITY OF COLUMBIA

By: _____
Charles (Chaz) M. Molder, Mayor

ATTEST:

By: _____
Thad Jablonski, City Recorder

APPROVED AS TO FORM:

By:  _____
Jake Hubbell, City Attorney

CONTRACTOR

By: _____

Title: _____

By: _____

Title: _____

City of Columbia – Invitation to Bid Towing Services – Bid Sheet Solicitation # 421-0525-13

Vendor Name: D & D Towing & Recovery LLC

Item	Description	Flat rate charge within the city limits of Columbia	Mileage Rate charge outside the city limits of Columbia
1.	Towing <u>pick-ups and cars with Class A wrecker</u>	\$ <u>175</u>	\$ <u>6</u> mile
2.	Towing <u>pick-ups and cars Class D rollback wrecker</u>	\$ <u>175</u>	\$ <u>6</u> / mile
3.	Towing trucks with Class C wrecker	\$ <u>750</u>	\$ <u>8</u> / mile
4.	Unusual recoveries (multiple vehicle accident or overturned vehicle) - cost per truck per hour	\$ <u>175</u> /hour (D) <u>750</u> /hr (C)	\$ <u>175</u> /hour (D) <u>750</u> (C)
5.	Towing/winning vehicle from ditch to road (Flat Rate Charge)	\$ <u>175</u> (D) <u>750</u> (C)	\$ <u>same</u>
6.	Other class wrecker , Please describe - <u>road tractor</u>	\$ <u>750</u>	\$ <u>8</u>

Non- prorated per 24 hrs. Storage rate of \$ 40.00 after first 24 hours exclusion period

The above rates constitute my bid for towing services and includes overhead, profit, and insurance. There are no additional costs of any kind unless detailed in writing and attached to this bid.

Options for Renewal of Contract – I further agree to renew any awarded contract for towing services subject to the same terms and conditions as the initial award and at prices not to exceed the original bid together with a percentage increase as indicated below.

Renewal Period 1 – July 2026 to June 2027 _____ (Percent Increase)

Renewal Period 2 – July 2027 to June 2028 _____ (Percent Increase)

In compliance with this Invitation for Bid for Towing and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Complete Legal Name of Firm: D & D Towing & Recovery LLC
 Signature: Rachel Poovey Title: Owner/Office manager
 Name (type/print): Rachel Poovey Date: 5.28.25



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Michele Stevens, Administrative Assistant, mstevens@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 25-35 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR CREEK GLEN PHASE 2

RECOMMENDATION: Approve Resolution No. 25-35

INFORMATION: Bear Creek Glen Phase 2 consists of 305 linear feet of 8" sanitary sewer main. The Developers met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

CERTIFICATION:

ATTACHMENTS:

Resolution No. 25-35

Resolution No. 25-35 Dedication Letter

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING BEAR CREEK GLEN PHASE 2**

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 305 linear feet of 8" gravity main serving Bear Creek Glen Phase 2; and

WHEREAS, the City of Columbia has inspected said sewer improvements and has determined that said sewer improvements meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said sanitary sewer improvements serving Bear Creek Glen Phase 2.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of June, 2025.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL - CITY ATTORNEY

Date: 21 April 2025

Columbia City Council
City of Columbia, Tennessee
City Hall
700 North Garden Street
Columbia, Tennessee 38401

Dear Council Members:

I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Bear Creek Glen Phase 2 in the amount of 305 linear feet. The Contractor installed the sanitary sewer according to the Standard Sewer Specifications of the City of Columbia.

You have been provided with CCTV and as-built drawings of the project and all inspections and testing has been completed. All fees required for dedication have been paid. You have also been provided a one-year maintenance surety in the amount of \$7,396.25, set to expire one year from date of Council acceptance.

Acceptance by the Columbia City Council for these wastewater system improvements would be appreciated.

Sincerely,

Signed:

A handwritten signature in black ink, appearing to read "Gary Martin", written over the "Signed:" label.

Print:

GARY MARTIN

Lot Numbers included in this dedication:



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lauryn Shockey, Administrative Assistant, LShockey@Columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: RESOLUTION NO. 25-37 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN HONEY FARMS SUBDIVISION, PHASE 2, SECTION 10A FOR OWNERSHIP AND MAINTENANCE.

RECOMMENDATION: Approve Resolution No. 25-37.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Honey Farms Subdivision, Phase 2, Section 8, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends acceptance of the streets and drainage improvements.

Release the remainder of the Surety Guarantee in the amount of \$10,300 to be disbursed as follows:

\$5,150 - Charles Raines - P.O. Box 1715 Spring Hill, TN. 37174

\$5,150 - Estate of JD Eatherly, Sandra Cantrell, Executor, 1720 West End Ave., Suite 600, Nashville, TN 37203

CERTIFICATION:

ATTACHMENTS: Resolution No. 25-37 Staff Report, Resolution No.25-37, Honey Farms Subdivision Phase 2, Section 10A Acceptance Request and Final Plat.

**RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS
FOR HONEY FARMS SUBDIVISION, PHASE 2, SECTION 10A, FOR OWNERSHIP
AND MAINTENANCE**

WHEREAS, the City of Columbia, Tennessee, agreed to accept the streets and drainage improvements in Honey Farms Subdivision Phase 2, Section 10A, for ownership and maintenance; and

WHEREAS, the City of Columbia has inspected said streets and drainage improvements and has determined that said streets and drainage improvements in Honey Farms Subdivision, Phase 2, Section 10A meets the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA,
that the City of Columbia does hereby accept the ownership and maintenance of said streets and drainage improvements located in Honey Farms Subdivision, Phase 2, Section 10A.

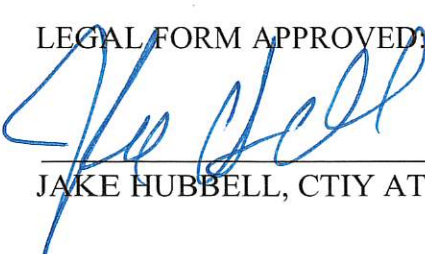
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA,
TENNESSEE, this is the 12th day of June, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

Charles Raines Construction, LLC
P.O. Box 1715
Spring Hill, TN 37174

October 31, 2024

City of Columbia
Attn: Mr. Glenn Harper

Mr. Harper,

We are requesting final acceptance by the City of Columbia for Phase 2, Section 10 of the Honey Farm Subdivision.

Thank you,

A handwritten signature in cursive script, appearing to read "Charles Raines".

Charles Raines



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Michele Stevens, Senior Administrative Assistant, mstevens@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 25-40 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING FIELDSTONE FARMS, PHASE 1

RECOMMENDATION: Approve Resolution No. 25-40

INFORMATION: Fieldstone Farms, Phase 1 consists of 80 linear feet of 8" sanitary sewer main. The Developers met all of the qualifications for acceptance.

CERTIFICATION:

ATTACHMENTS:

Resolution No. 25-40

Resolution No. 25-40 Dedication Letter

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING FIELDSTONE FARMS, PHASE 1**

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 80 linear feet of 8" gravity main serving Fieldstone Farms, Phase 1; and

WHEREAS, the City of Columbia has inspected said sewer improvements and has determined that said sewer improvements meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said sanitary sewer improvements serving Fieldstone Farms, Phase 1.

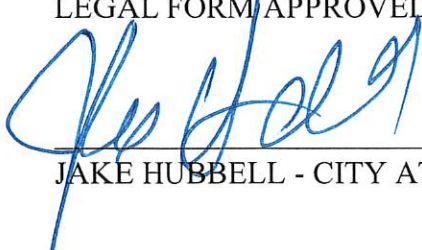
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of June, 2025.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL - CITY ATTORNEY

Date: 6 May 2025

Columbia City Council
City of Columbia, Tennessee
City Hall
700 North Garden Street
Columbia, Tennessee 38401

Dear Council Members:

I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Fieldstone Farms, Phase 1 in the amount of 80 linear feet. The Contractor installed the sanitary sewer according to the Standard Sewer Specifications of the City of Columbia.

You have been provided with as-built drawings of the project.

Acceptance by the Columbia City Council for these wastewater system improvements would be appreciated.

Sincerely,
Signed:



Print:

Jennie Galland

Lot Numbers included in this dedication:

1912, 1914, 1916, 1918

Golden Place



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Regina Connelly, City Recorder's Office, rconnelly@columbiatn.com, 931-560-1520

AGENDA ITEM TITLE: RESOLUTION NO. 25-41 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 25-41.

INFORMATION: The City Recorder is presenting tax corrections through 5/23/2025 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

CERTIFICATION:

ATTACHMENTS: Staff Report for Resolution 25-41; Resolution No. 25-41; Resolution No. 25-41 Exhibit A.

RESOLUTION

WHEREAS, the City of Columbia, Tennessee, has on its books certain property that is assessed which should not be assessed; and

WHEREAS, the City of Columbia, Tennessee, has on its books certain property that is incorrectly assessed; and

WHEREAS, the City of Columbia, Tennessee, desires to correct these errors to properly reflect the corrections on the books of the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the following corrections are hereby approved:

(SEE SCHEDULE "A" ATTACHED HERETO)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF

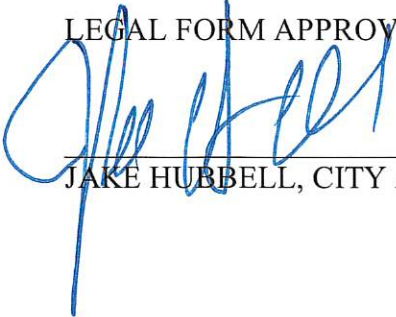
COLUMBIA, TENNESSEE, this the _____ day of _____, 2025.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

TAX CORRECTIONS – EXHIBIT A
RESOLUTION NO. 25-41

1. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF NASHVILLE OLIVE OIL COMPANY LLC. MAP 099A J 072.00 P 002, 108 W 7TH ST. PROPERTY VALUE \$1,292.00, ASSESSED VALUE \$307.00, AND TAXES \$3.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
2. REFUND PARTIAL 2023 PROPERTY TAX IN THE NAME OF COLUMBIA RUBBER & GASKET CO. INC. MAP 089 009.04 P S/I 500, 847 N JAMES M CAMPBELL BLVD. PROPERTY VALUE FROM \$353,747.00 TO \$204,416.00, ASSESSED VALUE FROM \$106,124.00 TO \$61,325.00 AND TAXES FROM \$876.00 TO \$506.00. REFUND OF \$370.00 DUE TO SBOE ORDER OF COMPROMISE AND SETTLEMENT ON 2024 AUDIT FOR 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
3. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF COLUMBIA RUBBER & GASKET CO. INC. MAP 089 009.04 P S/I 501, 847 N JAMES M CAMPBELL BLVD. PROPERTY VALUE FROM \$350,223.00, TO \$277,307.00, ASSESSED VALUE WITH EQUALIZATION FACTOR FROM \$83,192.00 TO \$56,414.00 AND TAXES FROM \$686.00 TO \$465.00. REFUND OF \$221.00 DUE TO SBOE ORDER OF COMPROMISE AND SETTLEMENT ON 2024 AUDIT FOR 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

TAX CORRECTIONS – EXHIBIT A
RESOLUTION NO. 25-41

1. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF NASHVILLE OLIVE OIL COMPANY LLC. MAP 099A J 072.00 P 002, 108 W 7TH ST. PROPERTY VALUE \$1,292.00, ASSESSED VALUE \$307.00, AND TAXES \$3.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
2. REFUND PARTIAL 2023 PROPERTY TAX IN THE NAME OF COLUMBIA RUBBER & GASKET CO. INC. MAP 089 009.04 P S/I 500, 847 N JAMES M CAMPBELL BLVD. PROPERTY VALUE FROM \$353,747.00 TO \$204,416.00, ASSESSED VALUE FROM \$106,124.00 TO \$61,325.00 AND TAXES FROM \$876.00 TO \$506.00. REFUND OF \$370.00 DUE TO SBOE ORDER OF COMPROMISE AND SETTLEMENT ON 2024 AUDIT FOR 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
3. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF COLUMBIA RUBBER & GASKET CO. INC. MAP 089 009.04 P S/I 501, 847 N JAMES M CAMPBELL BLVD. PROPERTY VALUE FROM \$350,223.00, TO \$277,307.00, ASSESSED VALUE WITH EQUALIZATION FACTOR FROM \$83,192.00 TO \$56,414.00 AND TAXES FROM \$686.00 TO \$465.00. REFUND OF \$221.00 DUE TO SBOE ORDER OF COMPROMISE AND SETTLEMENT ON 2024 AUDIT FOR 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.gov, (931) 560-1559

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4542 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE NO. 4503, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, CAPITAL PROJECTS, GRANTS AND WASTEWATER FUNDS

RECOMMENDATION: Approve Ordinance No. 4542, as amended, on second consideration.

INFORMATION: The proposed ordinance is the fourth amendment to the FY 2025 Appropriation Ordinance, impacting the Capital Projects, Grants, Wastewater and General Fund Departments.

Within this budget amendment, the following items are included:

- Rebudget/transfer \$2,001,292 from General to Capital Projects,
- Budget hardware for Tyler revenue implementation totaling \$10,950,
- Budget transfer from Human Resources to Finance for personnel expenses (\$109,803) and operating supplies (\$1,329),
- Budget transfer/expenses for Cap Projects totaling \$2,001,292,
- Budget additional personnel costs in Parks totaling \$22,174,
- Budget \$523,500 for engineering/construction inspection for Bear Creek PS.

On second consideration, the following items are included:

- Transfer software budget from MIS to General Government totaling \$171,891,
- Transfer \$121,100 from Tourism Reserves to grants funds,
- Budget expenditures and transfers to Capital Projects for projects including change orders 4-6 Fire Station No. 1 renovations, partial amount after insurance payout for Dev Serv vehicle and budget for East 8th and South Main Roundabout totaling \$959,489.74,
- Budget \$28,500 in Grants Fund for THSO grant,
- Budget retirement/pension annual contribution totaling \$500,000 and Workers Comp totaling \$196,368,
- Reduce budget for flood study due to error causing duplicate budget in preceding amendment,
- Budget increases in Sanitation for CPWS fees (\$50,000) and increased landfill costs (\$214,000),
- Budget \$121,100 from Tourism Reserves to increase boat launch following higher than anticipated bid for construction,
- Budget \$115,875 for a replacement fire tower using 80% FEMO hazard mitigation grant funds and the 20% local match (\$23,175) transferred from the General to Grants Fund,
- Budget SAFER Grant and ARPA Tourism Grant from grants fund to General Fund along with budgeted expenditures so that grant recorded where regular yearly expenditures are recorded, i.e., Fire Dept and Tourism,
- Budget 2024 GO bonds in current fiscal year totaling \$1,573,013, CPWS fees totaling \$60,000, belt press rental totaling \$497,000 and Workers Comp totaling \$31,382.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2025 by \$9,028,691 to \$232,962,824.

ATTACHMENTS: Staff Report, Ordinance No. 4542 as amended, Supporting Documentation, FY 2025 Budgeted Expenditure Summary.

ORDINANCE NO. 4542 (AS AMENDED)

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE
NO. 4503, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL,
SANITATION, CAPITAL PROJECTS, GRANTS AND WASTEWATER FUNDS

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4503, as amended, the same being the
Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2024 through
June 30, 2025, be amended. That the total budget appropriation for the fiscal year be
increased from \$223,934,133 to \$232,962,824, an increase of \$9,028,691.

Section 2: That the budget appropriations shall be revised as follows:

General Government total of \$24,675,017 be amended to \$27,948,673, an increase of
\$3,273,656.

MIS total of \$787,119 be amended to \$615,228, a decrease of \$171,891.

Finance & City Recorder total of \$1,200,287 be amended to \$1,311,858, an increase of
\$111,571.

Human Resources total of \$336,044 be amended to \$224,912, a decrease of \$111,132.

Fire total of \$9,443,019 be amended to \$9,797,921, a decrease of \$354,902.

Development Services total of \$2,666,970 be amended to \$2,524,470, a decrease of
\$142,500.

Parks total of \$3,858,358 be amended to \$3,880,532, an increase of \$22,174.

Sanitation total of \$4,384,582 be amended to \$4,648,582, an increase of \$264,000.

Capital Projects total of \$22,747,940 be amended to \$24,891,570, an increase of
\$2,143,630.

Grants total of \$12,119,343 be amended to \$11,853,571, a decrease of \$265,772.

Wastewater total of \$120,124,441 be amended to \$123,674,493, an increase of \$3,550,053.

ALL OTHER APPROPRIATIONS REMAIN THE SAME.

Section 3: This ordinance is enacted pursuant to and in compliance and conformity with Article 9, Section 9 of the Charter of the City of Columbia, with Notice of Public Hearing published on the 27th day of April, 2025, and it shall be executed and construed consistent with said charter and laws of the State of Tennessee.

Section 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

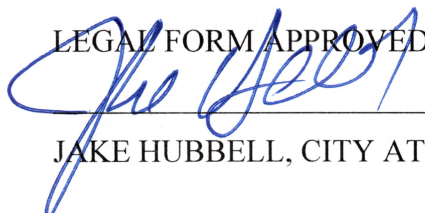
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE 12th DAY OF JUNE, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st Consideration: _____

Passed on 2nd Consideration: _____

Summary of Appropriation Amendment #4
2nd Consideration - June 12th (6/12/25)

General Government

Tyler Hardware increase - 5 (Scanners, stands, readers, printers)	10,950.00
Budget transfer to Capital Projects	1,885,417.00
Total General Government	\$ 1,896,367.00

Finance and City Recorder's Office

Budget transfer from HR - personnel	109,803.00
Budget funds for uniforms	439.00
Budget transfer from HR - services and supplies	1,329.00
Total Finance and City Recorder's Office	\$ 111,571.00

Human Resources

Budget transfer from HR - personnel	(109,803.00)
Budget transfer from HR - services and supplies	(1,329.00)
Total Human Resources	\$ (111,132.00)

Parks

Budget additional personnel costs	22,174.00
Total Parks	\$ 22,174.00

TOTAL GENERAL FUND \$ 1,918,980.00

Capital Projects

Tennis Courts/Pickleball courts - Ridley - Strategic Planning Item	1,100,000.00
South Main & Eighth Street Roundabout Project - Nickell Contracting	701,277.00
Reline Sewer Line a Station No. 4	55,989.00
Budget vehicle replacement amount less insurance claim amount	19,901.00
Design - bridge repair on Olivet Road	6,000.00
C.O. for garage renovation project	2,250.00
Total Capital Projects	\$ 1,885,417.00

Wastewater (Sewer) Fund

Budget engineering/construction inspection for Bear Creek PS	523,500.00
Total Wastewater (Sewer) Fund	\$ 523,500.00

Total Increase - All Funds (First Consideration) \$ 4,327,897.00

Increased Second Consideration on 6/12/25

General Government

Budget increase Workers Comp	196,368.04
ARPA Tourism Grant - Move to Fund 110	106,541.81
Transfer software budget from MIS to General Government	171,891.00
Budget additional retirement funding FY 25	500,000.00
Budget transfer to Capital Projects for projects	258,213.24
Budget transfer to Grants for projects - Blueway	121,100.00
Budget transfer to Grants for projects FEMA match	23,175.00
Total General Government	\$ 1,377,289.09

MIS

Transfer software budget from MIS to General Government	(171,891.00)
Total MIS	\$ (171,891.00)

Fire

SAFER Grant - move back to 110 where activity occurs	354,901.92
Total Fire	354,901.92

Development Services

Reduce budget for USACE Flood Study Phase 2 - duplicate in 11041900-OC290	(142,500.00)
Total Development Services \$	(142,500.00)

TOTAL GENERAL FUND \$	1,417,800.01
------------------------------	---------------------

Sanitation

CPWS Fees - Sanitation	50,000.00
Budget increased landfill costs	214,000.00
Total Sanitation \$	264,000.00

Capital Projects

FS1 - CO 4 to add receptacle in compressor room, apparatus room etc.	8,876.00
FS1 - CO 5 undercut and rock removal	99,763.00
FS1 - CO 6 asphalt, tower foundation, oil-water separator	129,582.00
Chrysler Dodge Jeep Ram of Columbia--Replacement vehicle	19,992.24
Total Capital Projects \$	258,213.24

Grants

SAFER Grant - move back to 110 where activity occurs	(354,901.92)
ARPA Tourism Grant - Move to Fund 110	(176,345.08)
Budget funds for tower FEMA/City funding 80/20	115,875.00
Increase budget for Blueway - tourism enhancement grant project	121,100.00
Budget funds for THSO FY2025	28,500.00
Total Grants \$	(265,772.00)

Wastewater (Sewer) Fund

Budget increase Workers Comp	31,382.91
CPWS Fees - Wastewater	60,000.00
Belt Press Rental - MSD Environmental Services	497,000.00
Budget 2024 GO Bonds Principal Payment in FY 25	2,438,169.88
Total Wastewater (Sewer) Fund \$	3,026,552.79

Total Increase - All Funds (Second Consideration)	\$ 4,700,794.04
--	------------------------

Total Increase - All Funds (First and Second Consideration)	\$ 9,028,691.04
--	------------------------

CITY OF COLUMBIA
FY 2025 APPROPRIATION AMENDMENT #4
Second Consideration 6/12/25

1) Budget transfer to capital projects

Increase Revenues

11037110 \$ 1,885,416.50 Prior Year Revenue

Increase Expenditures

11041900-OC766 \$ 1,885,416.50 General Govt - Transfer to Cap Proj

2) Budget transfer and expenses for Capital Projects

Increase Revenues

31137940 \$ 1,885,416.50 Transfer From General Fund

Increase Expenditures

31144450-OC937	\$	1,100,000.00	Capital - Parks - Parks And Recreation Facilities
31141900-OC912	\$	701,276.50	Capital - Gen Govt - Site Development
31142210-OC920	\$	55,989.00	Capital - Fire-Admin - Operational
31143710-OC941	\$	19,901.00	Capital - Development Services - Transportation Equipment
31143710-OC932	\$	6,000.00	Capital - Development Services - Bridges and Tunnels
31141850-OC936	\$	2,250.00	Capital - Tourism Enhancement - Parking Garage
	\$	1,885,416.50	Total

3) Budget transferred funds from HR to finance department for personnel

Decrease Expenditures

11041650-OC110	\$	89,783.80	HR - Salaries
11041650-OC118	\$	450.00	HR - Longevity
11041650-OC141	\$	6,902.89	HR - FICA
11041650-OC142	\$	7,075.46	HR - Insurance
11041650-OC143	\$	5,374.85	HR - Retirement
11041650-OC145	\$	216.00	HR - Dental Insurance
11041650-OC290	\$	629.00	HR - Other Services
11041650-OC310	\$	500.00	HR - Office Supplies
11041650-OC326	\$	200.00	HR - Wearing Apparel
	\$	111,132.00	Total

Increase Expenditures

11041500-OC110	\$	89,783.80	Finance - Salaries
11041500-OC118	\$	450.00	Finance - Longevity
11041500-OC141	\$	6,902.89	Finance - FICA
11041500-OC142	\$	7,075.46	Finance - Insurance

11041500-OC143	\$	5,374.85	Finance - Retirement
11041500-OC145	\$	216.00	Finance - Dental Insurance
11041500-OC290	\$	629.00	Finance - Other Services
11041500-OC310	\$	500.00	Finance - Office Supplies
11041500-OC326	\$	200.00	Finance - Wearing Apparel
	\$	111,132.00	Total

4) Budget funds for uniforms

Increase Revenues

11037110	\$	439.00	Prior Year Revenue
----------	----	--------	--------------------

Increase Expenditures

11041500-OC326	\$	383.00	Finance - Wearing Apparel
11041510-OC326	\$	56.00	City Recorder - Wearing Apparel

5) Budget additional personnel costs

Increase Revenues

11037110	\$	22,174.00	Prior Year Revenue
----------	----	-----------	--------------------

Increase Expenditures

11044410-OC110	\$	22,174.00	Parks - Admin - Salaries
----------------	----	-----------	--------------------------

6) Budget hardware for Tyler Project

Increase Revenues

11037110	\$	10,950.00	Prior Year Revenue
----------	----	-----------	--------------------

Increase Expenditures

11041900-OC290	\$	10,950.00	Gen Govt - Misc. Other Services
----------------	----	-----------	---------------------------------

7) Budget engineering/construction inspection for Bear Creek PS

Increase Revenues

41237110	\$	523,500.00	Prior Year Revenue
----------	----	------------	--------------------

Increase Expenditures

41252212-OC932	\$	523,500.00	Wastewater - 2024 GO Bonds Interest
----------------	----	------------	-------------------------------------

8) Transfer software budget from MIS to General Government**Decrease Expenditures**

11041310-OC255 \$ 171,891.00 MIS - Software

Increase Expenditures

11041900-OC255 \$ 171,891.00 General Govt - Misc.-Software

9) Budget transfer to capital projects**Increase Revenues**

11037110 \$ 258,213.24 Prior Year Revenue

Increase Expenditures

11041900-OC766 \$ 258,213.24 General Govt - Transfer to Cap Proj

10) Budget transfer and expenses for Capital Projects**Increase Revenues**

31137940 \$ 258,213.24 Transfer From General Fund

Increase Expenditures

31142210-OC920	\$	8,876.00	Capital -Fire Admin - Building
31142210-OC920	\$	99,763.00	Capital -Fire Admin - Building
31142210-OC920	\$	129,582.00	Capital -Fire Admin - Building
31143710-OC941	\$	19,992.24	Capital -Dev Serv - Vehicles
	\$	258,213.24	Total

11) Budget 2024 GO Bonds Principal Payment in FY 25**Increase Revenues**

41237110 \$ 2,438,169.88 Prior Year Revenue

Increase Expenditures

41252227-OC645 \$ 2,438,169.88 Wastewater - Treatment Plant - Software

12) Reduce budget for USACE Flood Study**Decrease Revenues**

110-37110 \$ 142,500.00 Prior Year Revenue

Decrease Expenditures

11043710-OC250 \$ 142,500.00 Development Services - Professional Services

13) Budget transfer to Grants Fund**Increase Revenues**

110-37110 \$ 121,100.00 Prior Year Revenue

Increase Expenditures

11041900-OC768- \$ 121,100.00 General Govt - Transfer to Grants

14) Budget transfer to Grants Fund**Increase Revenues**

110-37110 \$ 23,175.00 Prior Year Revenue

Increase Expenditures

11041900-OC768- \$ 23,175.00 General Govt - Transfer to Grants

15) Budget additional funds for Tourism Enhancement Grant project**Increase Revenues**

32237940 \$ 121,100.00 Transfer from Gen Fund

Increase Expenditures

32244410-OC920 \$ 121,100.00 Parks - Admin-Buildings and Structures

16) Budget funds for tower FEMA/City funding 80/20**Increase Revenues**

32237940 \$ 23,175.00 Transfer from Gen Fund
32233457 \$ 92,700.00 Hazzard Mitigation Grant
 \$ 115,875.00 Total

Increase Expenditures

32242220-OC945 \$ 115,875.00 Capital - Fire-Suppression - Communications Equipment

17) Budget funds for FY 25 retirement/pension contribution**Increase Revenues**

110-37110 \$ 500,000.00 Prior Year Revenue

Increase Expenditures

11041900-OC149 \$ 500,000.00 General-Misc. - Other Pensions

18) Budget increase Workers Comp

Increase Revenues

110-37110 \$ 196,368.04 Prior Year Revenue

Increase Expenditures

11041900-OC146 \$ 196,368.04 General-Misc. - Workers Comp

19) Budget increase Workers Comp

Increase Revenues

412-37110 \$ 31,382.91 Prior Year Revenue

Increase Expenditures

41252213-OC146 \$ 31,382.91 Wastewater-Treatment Plant - Workers Comp

20) Budget Belt Press Rental - MSD Environmental Services

Increase Revenues

412-37110 \$ 497,000.00 Prior Year Revenue

Increase Expenditures

41252213-OC530 \$ 497,000.00 Wastewater-Treatment Plant - Rentals

21) Budget CPWS Fees

Increase Revenues

127-37110 \$ 50,000.00 Prior Year Revenue

Increase Expenditures

12743210-OC290 \$ 50,000.00 Sanitation - Admin - Other

Increase Revenues

412-37110 \$ 60,000.00 Prior Year Revenue

Increase Expenditures

41252213-OC293 \$ 60,000.00 Wastewater-Treatment Plant - Fees

22) Budget transfer of SAFER Grant to General Fund

Decrease Revenues

322-33239 \$ 354,901.92 SAFER Grant

Decrease Expenditures

32242220-OC110 \$ 354,901.92 Grants-Fire-Suppression-Salaries

Increase Revenues

110-33239 \$ 354,901.92 SAFER Grant

Increase Expenditures

11042253-OC110 \$ 354,901.92 Fire-SAFER-Salaries

23) Budget transfer of ARPA Tourism Grant to General Fund**Decrease Revenues**

322-33238 \$ 176,345.08 ARPA Tourism Grant

Decrease Expenditures

32241951-OC110 \$ 176,345.08 Grants-ARPA Tourism-Salaries

Increase Revenues

110-33238 \$ 106,541.81 ARPA Tourism Grant

Increase Expenditures

11041951-OC110 \$ 106,541.81 ARPA Tourism-Salaries

24) Budget increased landfill costs**Increase Revenues**

127-37110 \$ 214,000.00 Prior Year Revenue

Increase Expenditures

12743210-OC290 \$ 214,000.00 Sanitation - Admin - Other

25) Budget funds for THSO Grant for FY 25**Increase Revenues**

32233208 \$ 28,500.00 Highway Safety Grant

Increase Expenditures

32242147-OC112 \$ 14,250.00 Capital - Police - GHSO-Overtime

32242147-OC321 \$ 14,250.00 Capital - Police - GHSO-Controllable Assets

FY 2025 Budget Summary - AA#4						
6/12/2025						
		SERVICES &		CAPITAL	DEBT	AA#4
Departments	PERSONNEL	SUPPLIES	TRANSFERS	OUTLAY	SERVICE	FY 2025
City Council	\$99,124	\$376,900	\$0	\$0	\$0	\$476,024
Legal Services	\$63,863	\$217,100	\$0	\$0	\$0	\$280,963
Management Info Systems	\$391,664	\$223,564	\$0	\$0	\$0	\$615,228
City Manager	\$540,785	\$301,888	\$0	\$0	\$0	\$842,673
Finance & City Recorder	\$1,249,692	\$62,166	\$0	\$0	\$0	\$1,311,858
Human Resources	\$192,253	\$32,659	\$0	\$0	\$0	\$224,912
General City Admin	\$1,949,389	\$7,048,626	\$18,950,657	\$0	\$0	\$27,948,673
Police	\$9,875,522	\$1,761,380	\$0	\$0	\$0	\$11,636,902
Fire	\$9,012,197	\$785,725	\$0	\$0	\$0	\$9,797,921
Streets & Maintenance	\$3,464,871	\$755,973	\$0	\$0	\$0	\$4,220,844
Development Services	\$2,239,950	\$284,520	\$0	\$0	\$0	\$2,524,470
Parks & Recreation	<u>\$2,915,294</u>	<u>\$965,238</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,880,532</u>
Total General Fund	\$31,994,604	\$12,815,739	\$18,950,657	\$0	\$0	\$63,761,000
State Street Aid Fund	\$0	\$2,107,885	\$0	\$209,271	\$0	\$2,317,156
N&V Chief's Fund	\$0	\$140,000	\$0	\$0	\$0	\$140,000
Street & Transportation Fund	\$0	\$80,000	\$0	\$0	\$0	\$80,000
Drug Fund	\$0	\$81,053	\$40,000	\$58,305	\$0	\$179,358
Solid Waste (Sanitation) Fund	\$1,925,173	\$2,647,346	\$76,063	\$0	\$0	\$4,648,582
Debt Service Fund	\$0	\$0	\$0	\$0	\$1,417,094	\$1,417,094
Capital Projects Fund	\$0	\$500,000	\$895,063	\$23,496,507	\$0	\$24,891,570
Grants Fund	\$2,489	\$1,298,031	\$0	\$10,553,051	\$0	\$11,853,571
Wastewater (Sewer) Fund	<u>\$4,187,591</u>	<u>\$6,569,011</u>	<u>\$0</u>	<u>\$105,454,206</u>	<u>\$7,463,686</u>	<u>\$123,674,493</u>
Grand Total	\$38,109,856	\$26,239,065	\$19,961,783	\$139,771,341	\$8,880,779	\$232,962,824



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kim Dale, Assistant City Recorder, kdale@columbiatn.gov, 931-560-1579

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4543 - AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2025 ON ALL TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00

RECOMMENDATION: Approve Ordinance No. 4543 on second consideration.

INFORMATION: Annually, the City Council adopts the property tax rate by Ordinance. This proposed Ordinance calls for the tax rate of \$0.8251 per \$100.00 of assessed value for the 2025 City taxes.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance 4543, Ordinance No. 4543.

**AN ORDINANCE FIXING THE TAX RATE FOR THE
CITY OF COLUMBIA FOR THE YEAR 2025 ON ALL
TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00**

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That there is hereby levied on all taxable property, real, personal and mixed, the sum of \$0.8251 on each \$100.00 of such taxable property for the year 2025 for the following purposes:

General Corporation Purposes \$0.8251

Section 2: That this Ordinance is enacted pursuant to Article 9, Section 9.07 (2) of the Charter of the City of Columbia, consistent and in conformity with which it shall be administered, executed and construed.

Section 3: That such taxes shall become delinquent on the fifteenth (15th) day of December, 2025, and immediately upon the delinquency of such taxes, shall bear interest at the rate of one-half percent (1/2%) from December 16, 2025 through December 31, 2025 and thereafter at the rate of six percent (6%) per annum, and in addition, a penalty of one-half of one percent shall apply for each month thereafter, beginning with the first day of February, 2026.

Section 4: This Ordinance is passed after a public hearing held on the 12th day of June 2025, with notice of said hearing being given in the Daily Herald of Columbia, Tennessee.

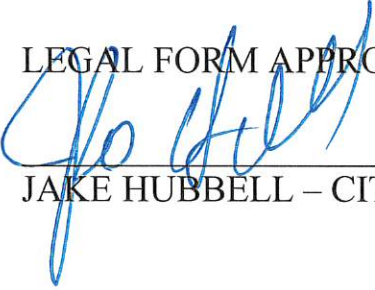
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
COLUMBIA, TENNESSEE, this the _____ day of _____,
2025.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI – CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL – CITY ATTORNEY

APPROVED ON FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed 1st Consideration _____

Passed 2nd Consideration _____



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.gov, (931) 560-1559

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4544 AS AMENDED –
APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026

RECOMMENDATION: Approve Ordinance No. 4544 as amended on second consideration.

INFORMATION: Each year, pursuant to the City Charter, the City Council considers the formal adoption of the City budget through an appropriation ordinance for the coming year. The proposed budget was delivered to the City Council at the May 8th regular meeting. The annual budget proposal was presented to Council Members during one-on-one meetings for review of all City departments and funds in advance of first consideration. A Public Hearing is required prior to second consideration and is scheduled for June 12, 2025. Required publication of the tentative Appropriation Ordinance was made in the Columbia Daily Herald on April 27, 2025. A notice of public hearing including FY 2026 proposed along with current year (2025) and last audited year (2024) budgeted figures was published April 27, 2025.

Since the City Council approved the Appropriation Ordinance on first consideration, no changes have been made.

The total proposed budget is \$88,953,406.

ATTACHMENTS: Staff Report, Ordinance No. 4544, Final Budget Message.

ORDINANCE NO. 4544 (AS AMENDED)

**AN APPROPRIATION ORDINANCE FOR THE CITY OF COLUMBIA, TENNESSEE AS
AMENDED FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026**

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the governing body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE, AS FOLLOWS:

SECTION 1. That amounts hereinafter set out constitute the estimated revenues and the budgeted expenditures for the City of Columbia, Tennessee, and the said sums specified herein are hereby appropriated for the purpose of meeting the expenses of the various departments and programs of the City of Columbia for the fiscal year beginning July 1, 2025 and ending June 30, 2026, to wit:

GENERAL FUND			
	FY 2023-2024 ACTUAL	FY 2024-2025 ESTIMATED	FY 2025-2026 BUDGET
Beginning Fund Balance			\$ 60,263,968
<u>Revenues and Other Sources:</u>			
Taxes	\$ 40,248,357	\$ 39,305,144	\$ 36,672,700
Licenses and Permits	2,668,211	2,284,000	1,673,700
Fines and Fees	163,746	167,350	232,100
Charges for Services	337,705	247,577	239,000
Intergovernmental	6,089,353	5,641,450	5,652,400
Interest	2,547,701	1,250,000	637,004
Other	782,159	406,748	6,666,419
Total Revenues and Sources	\$ 52,837,231	\$ 49,302,269	\$ 51,773,323
Total Funds Available			\$ 112,037,291

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

GENERAL FUND

	FY 2023-2024 ACTUAL	FY 2024-2025 ESTIMATED	FY 2025-2026 BUDGET
<u>Expenditures and Other Uses:</u>			
City Council	\$ 401,180	\$ 437,407	\$ 571,527
Legal Services	234,255	267,552	295,594
City Manager's Office	542,691	584,587	960,844
Management Information Systems	965,157	591,056	804,863
Finance & City Recorder's Office	1,094,245	1,121,027	1,341,093
Human Resources	282,025	205,393	252,570
General City Admin	6,454,903	5,195,739	5,417,414
Police Department	11,462,305	10,212,562	11,719,625
Fire Department	10,111,175	9,170,707	10,066,928
Public Works-Streets	4,286,739	3,927,594	4,428,344
Development Services	2,131,598	2,175,762	2,848,381
Parks and Recreation	3,118,820	3,472,824	5,117,646
Transfer to Capital Projects Fund	5,290,185	4,926,110	6,630,575
Transfer to Debt Service Fund	1,527,367	1,319,981	1,317,919
Total Expenditures and Other Uses	\$ 47,902,644	\$ 43,608,301	\$ 51,773,323
 Estimated Ending Fund Balance			\$ 60,263,968

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

STATE STREET AID FUND

	<u>FY 2023-2024</u> <u>ACTUAL</u>	<u>FY 2024-2025</u> <u>ESTIMATED</u>	<u>FY 2025-2026</u> <u>BUDGET</u>
Beginning Fund Balance			\$ 4,507,089
<u>Revenues:</u>			
State Fuel Taxes	\$ 1,465,733	\$ 1,428,000	\$ 1,320,000
Other	1,300	-	1,818,823
Interest Earnings	136,263	100,000	8,000
Total Revenues	\$ 1,603,295	\$ 1,528,000	\$ 3,146,823
Total Funds Available			\$ 7,653,912
<u>Expenditures:</u>			
Street Maintenance	\$ 430,100	\$ 486,270	\$ 1,646,823
Transfer to Capital Projects Fund	75,000	-	1,500,000
Capital Outlay	51,855	-	-
Total Expenditures	\$ 556,955	\$ 486,270	\$ 3,146,823
Estimated Ending Fund Balance			\$ 4,507,089

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

NARCOTICS & VICE FUND

	<u>FY 2023-2024 ACTUAL</u>	<u>FY 2024-2025 ESTIMATED</u>	<u>FY 2025-2026 BUDGET</u>
Beginning Fund Balance			\$ 116,980
<u>Revenues and Other Sources:</u>			
Settlements	\$ 31,265	\$ 50,000	\$ 100,000
Transfer from Drug Fund	-	40,000	40,000
Miscellaneous Revenue	354		
Interest Earnings	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Revenues	\$ 31,619	\$ 90,000	\$ 140,000
Total Funds Available			\$ 256,980
<u>Expenditures:</u>			
Drug Enforcement	<u>\$ 35,775</u>	<u>\$ 22,000</u>	<u>\$ 140,000</u>
Total Expenditures	\$ 35,775	\$ 22,000	\$ 140,000
Estimated Ending Fund Balance			\$ 116,980

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

STREETS & TRANSPORTATION FUND

	<u>FY 2023-2024 ACTUAL</u>	<u>FY 2024-2025 ESTIMATED</u>	<u>FY 2025-2026 BUDGET</u>
Beginning Fund Balance			\$ 11,399
<u>Revenues:</u>			
State Fuel Taxes	\$ 76,307	\$ 38,188	\$ 75,000
Miscellaneous Revenue	-	-	4,900
Interest Earnings	<u>1,534</u>	<u>100</u>	<u>100</u>
Total Revenues	\$ 77,841	\$ 38,288	\$ 80,000
Total Funds Available			\$ 91,399
Street lighting-utilities	<u>\$ 75,000</u>	<u>\$ 75,000</u>	<u>\$ 80,000</u>
Total Expenditures and Other Uses	\$ 75,000	\$ 75,000	\$ 80,000
Estimated Ending Fund Balance			\$ 11,399

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

DRUG FUND

	<u>FY 2023-2024</u> <u>ACTUAL</u>	<u>FY 2024-2025</u> <u>ESTIMATED</u>	<u>FY 2025-2026</u> <u>BUDGET</u>
Beginning Fund Balance			\$ 261,255
<u>Revenues:</u>			
Drug Related Fines/Other	\$ 60,298	\$ 16,000	\$ 169,453
Interest Earnings	20,112	11,000	1,600
Total Revenues	\$ 80,411	\$ 27,000	\$ 171,053
Total Funds Available			\$ 432,308
<u>Expenditures and Other Uses:</u>			
Drug Enforcement	\$ 26,884	\$ 38,500	\$ 81,053
Transfer to N&V Fund	-	40,000	40,000
Capital Outlay	68,851	58,300	50,000
Total Expenditures and Other Uses	\$ 95,735	\$ 136,800	\$ 171,053
Estimated Ending Fund Balance			\$ 261,255

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

SOLID WASTE SANITATION REVENUE FUND

	<u>FY 2023-2024</u> <u>ACTUAL</u>	<u>FY 2024-2025</u> <u>ESTIMATED</u>	<u>FY 2025-2026</u> <u>BUDGET</u>
Beginning Fund Balance			\$ 2,239,446
<u>Revenues and Other Sources:</u>			
Charges for Services	\$ 4,659,744	\$ 4,437,000	\$ 4,332,000
Other	45,566	7,861	509,240
Transfer from General Fund	-	-	
Interest Earnings	78,263	44,000	12,112
Total Revenues	<u>\$ 4,783,574</u>	<u>\$ 4,488,861</u>	<u>\$ 4,853,352</u>
Total Funds Available			\$ 7,092,798
<u>Expenditures and Other Uses:</u>			
Sanitation operations	\$ 4,057,679	\$ 4,023,817	\$ 4,387,312
Capital outlay	738,185	-	-
Transfer to Debt Service Fund	75,993	76,063	466,040
Total Expenditures and Other Uses	<u>\$ 4,871,857</u>	<u>\$ 4,099,880</u>	<u>\$ 4,853,352</u>
Estimated Ending Fund Balance			\$ 2,239,446

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

DEBT SERVICE FUND

	<u>FY 2023-2024</u> <u>ACTUAL</u>	<u>FY 2024-2025</u> <u>ESTIMATED</u>	<u>FY 2025-2026</u> <u>BUDGET</u>
Beginning Fund Balance			\$587,741
<u>Revenues:</u>			
Transfer from General Fund	\$ 1,527,367	\$ 1,527,367	\$ 1,317,919
Transfer from Sanitation Fund	75,993	75,993	
Proceeds from Sale of Bonds	-	-	-
Other	-	-	-
Interest Earnings	<u>61,057</u>	<u>70,000</u>	<u>21,050</u>
Total Revenues and Other Sources	\$ 1,664,417	\$ 1,673,360	\$ 1,338,969
Total Funds Available			\$ 1,926,710
Debt Service Expenditures	<u>\$ 1,604,265</u>	<u>\$ 1,417,094</u>	<u>\$ 1,338,969</u>
Estimated Ending Fund Balance			\$ 587,741

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

CAPITAL PROJECTS FUND

	<u>FY 2023-2024</u> <u>ACTUAL</u>	<u>FY 2024-2025</u> <u>BUDGET*</u>	<u>FY 2025-2026</u> <u>BUDGET*</u>
<u>Revenues And Other Sources:</u>			
Federal, State and Private Sources	\$ 49,756	\$ -	\$ -
Transfer from General Fund	5,290,185	3,175,790	6,630,575
Transfer from Other Funds	75,000	-	1,883,040
Debt Proceeds	-	-	-
Other Funding Sources	-	-	490,000
Interest Earnings	461,057	350,000	10,000
Total Revenues and Other Sources	\$ 5,875,999	\$ 3,525,790	\$ 9,013,615
<u>Expenditures:</u>			
MIS	\$ -	\$ 369,700	\$ 699,700
City Manager's Office	656,454	-	-
General Govt	802,471	1,795,063	500,000
Tourism	-	224,500	-
Police	-	706,000	739,760
Fire	1,749,890	937,910	-
Streets	-	2,108,000	3,816,115
Development Services	-	30,000	540,000
Parks	-	400,000	2,335,000
Sanitation	-	-	383,040
Other	24,878	-	-
Total Project Appropriations and Other Uses	\$ 3,233,694	\$ 6,571,173	\$ 9,013,615

* Project appropriations shown are amounts estimated to remain for outstanding or committed projects or project phases. Balances remaining at the end of any fiscal year may carry over to subsequent years.

Note: FY 2023-2024 and FY 2024-2025 columns are shown for informational purposes only.

GRANTS FUND

	<u>FY 2023-2024 ACTUAL</u>	<u>FY 2024-2025 BUDGET*</u>	<u>FY 2025-2026 BUDGET*</u>
<u>Revenues And Other Sources:</u>			\$1,766,182
<u>Revenues:</u>			
Transfer From General Fund	\$ -	\$ 508,712	\$ -
Transfer From Capital Projects Fund	-	895,063	-
Transfer From Sanitation Fund	-	-	83,000
Grant proceeds	-	695,280	-
Other Funding Sources	-	-	333,029
Interest Earnings	-	156	-
Total Revenues and Other Sources	\$ -	\$ 2,099,211	\$ 416,029
Total Funds Available			\$ 2,182,211
Grant Expenditures	\$ -	\$ 1,743,423	\$ 416,029
Estimated Ending Fund Balance			\$ 1,766,182

SECTION 2. That the following amounts in the Wastewater Fund are projected operating revenues and expenses for the fiscal year beginning July 1, 2025 and ending June 30, 2026 and are provided for informational purposes.

Operating Revenues	\$ 17,739,592
Operating Expenses	\$ 18,020,242

SECTION 3. That total actual expenditures for the funds shown in Sections 1 and 2 herein shall not exceed total appropriations for said funds, except as may be provided by ordinance to amend the budget.

SECTION 4. Said amounts so allocated and appropriated to be on the basis of the analysis of disbursements as shown in the budget, which will be considered by the City Council. All warrants for expenditure of funds hereinafter appropriated shall be drawn by the Chief Financial Officer and signed by the Mayor, City Manager and Chief Financial Officer.

SECTION 5. That a detailed line item financial plan to support the budget as set forth herein shall be provided to the City Council and to the various departments of the City, which financial plan shall be used as guidance and generally followed in incurring expenditures and obligations on behalf of the City.

SECTION 6. That upon second and final passage, this ordinance shall be effective as of July 1, 2025, which is the beginning of the Fiscal Year, the public welfare requiring it, and that all ordinances or part of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

SECTION 7. This ordinance is enacted pursuant to and in compliance and conformity with Article 9 of the Charter of the City of Columbia and has been published on the 27th day of April 2025 and it shall be executed and construed consistent with the Charter and the laws of the State of Tennessee. A public hearing has been noticed and held on the 12th of June, 2025.

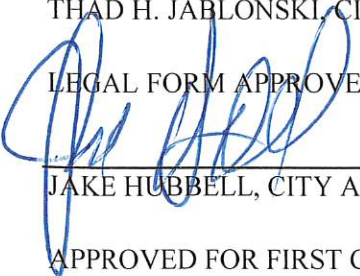
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS
THE 12th DAY OF JUNE, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st Consideration: _____

Passed on 2nd Consideration: _____

TO: Mayor and Members of the City Council

I am pleased to transmit the final FY 2026 Annual Budget for the City of Columbia. In compliance with the City Charter and State law, the budget is balanced for all funds. An overview of issues for the coming year was provided in the Budget Transmittal Memo dated May 1, 2025.

Budget sessions were held during the end of April to begin preliminary review of the proposed budget with the City Council prior to formal consideration of the Appropriation and Tax Rate Ordinances. The ordinances were passed on first and second consideration on May 8 and June 12, 2025, respectively. The budget was adopted on June 12, 2025.

Public Hearings for the Tax Rate and Budget Ordinances were held on June 12th. The recommended and adopted tax rate remained at the previous \$0.8251 level.

FY 2026 OPERATING BUDGET

The FY 2026 Operating Budget totals \$88,953,406 (a summary of the adopted budget is provided in the Budget Summary found in the Supplemental Information tab). The General Fund provides the majority of the day-to-day services for the community and represents approximately \$51.8 million, or 58.2%, of the total budget. The General Fund budget reflects an increase of 9.3% (\$4.4 million) compared to the FY 2025 budget as adopted.

Following first consideration at the May 8th Regular City Council Meeting, several items were added for second consideration. These included a \$40,000 increase in special appropriations to Maury Alliance and a \$22,000 increase for the Maury County Animal Shelter, which were incorporated into the final FY 2026 budget.

The balance of the City's annual budget incorporates expenditures for the General Fund, Capital Projects Fund, Debt Service Fund, several special revenue funds, and an enterprise fund. Debt payments include approximately \$1.3 million for general obligation debt service and \$4.8 million for Wastewater (Sewer) Fund debt obligations.

RETIREMENT PLAN FUNDING

The City is committed to annually funding 100% of the Actuarially Determined Contribution (ADC) for the City's traditional pension plan, the plan offered to employees before 2012. The ADC for FY 2026 is \$3,519,384, representing an increase of 10.9% compared to FY 2025. The City's share of funding is budgeted within each fund, department and activity within the "143-Retirement" line item. Full-time employees hired on or after July 1, 2012 participate in a 401 defined contribution plan. Funds required to match employees' 4% contributions to the newer 401 plan are budgeted in the same "143-Retirement" line item within each department.

ONGOING PROJECTS

Several multi-year projects are currently underway as highlighted in the Budget Transmittal Memo. Details regarding the City's capital projects may be found in the Capital Improvement Plan and Capital Projects Fund sections within this document.

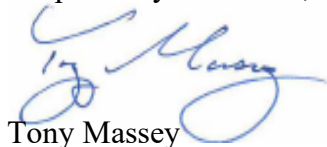
RECOGNITION AND THANKS

In reviewing the Strategic Plan items that are either in progress or have been accomplished over the past year, the Mayor and City Council are to be commended for identifying the items they felt to be priorities for funding to move our City forward. Staff continues to be excited about the progress that has been made in conjunction with the Strategic Plan and looks forward to making progress on additional items during the coming months.

Special thanks to the personnel in the Finance and City Manager's Office led by Assistant City Manager/CFO Thad Jablonski for the extra time and effort expended to prepare, compile and assemble the many documents used during the budget process and this budget book.

Finally, we express appreciation to those who dedicate their time and energy by serving on the City's boards and those who work to improve quality of life in our City and to responsibly plan for the future.

Respectfully submitted,



Tony Massey
City Manager



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Wanda McClain, HR Director, wmccclain@columbiatn.com 931-560-1570

AGENDA ITEM TITLE:

2ND CONSIDERATION OF ORDINANCE NO. 4545 AS AMENDED - AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2025-2026 FISCAL YEAR

RECOMMENDATION: Approve Ordinance No. 4545 as amended on second consideration.

INFORMATION: Each year the Classification and Compensation Plan for the employees is reviewed and updated if necessary. This year's plan adjusts the salary ranges by 3.5%. Employees that are full-time or part-time regular will receive a 4% pay increase. Positions that are being added include a Wastewater Engineering Inspector, Grade H in Wastewater, a Marketing Specialist, Grade H in Tourism & Marketing, a Medical Training Captain/Community Risk Reduction Officer, Grade J in Fire & Rescue and a part-time Recreation Aquatics Programmer.

Other changes to the plan include converting the Human Resources Specialist – Administrative, Grade G to Human Resources Generalist, Grade I, converting Staff Account, Grade I in Finance to Grade J, and changing the Assistant Parks and Recreation Director from a Grade K to Grade L, moving the positions of Parks and Recreation Head Lifeguard, Grade C, Lifeguard, Grade B and Pool Manager, Grade E, from seasonal part-time positions to regular part-time positions.

Other additional changes to the plan include adding the position of Building and Grounds Maintenance II, Grade D, part-time, to the Parks and Recreation Department.

Adding the position of Accounting Technician Part-time, Grade E, to the City Recorder's Department; adding the position of Equipment Operator I Part-time, Grade E, to the Street Department;

Adding the position of Sanitation Operator II, Part-time, Grade F, to the Sanitation Department;

Adding the position of Code Enforcement Officer, Part-time, Grade G, to the Development Services Department; adding the position of Sign Tech II, Grade G, to the Street Department; adding the position of Wastewater Maintenance Worker, part-time, Grade G, to the Wastewater Department.

Adding the position of PT Laboratory Assistant, Grade E to the Wastewater Department

ATTACHMENTS: Staff Report, Ordinance No. 4545, Exhibit A.

**AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION
PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2025-2026
FISCAL YEAR**

WHEREAS, pursuant to Article 4, and Article 9, of the City Charter, the City of Columbia shall, among other things, establish, alter, or abolish city departments, offices, or agencies and set all salaries in all departments by Ordinance; and

WHEREAS, the city is increasing the established salary ranges by 3.5 percent; and

WHEREAS, the city is providing full and part-time regular employees with a 4 percent pay increase; and

WHEREAS, the city is converting the position of Human Resources Specialist – Administrative, Grade G to Human Resources Generalist, Grade I in the Human Resources Department; and

WHEREAS, the city is changing the job position pay grade of Staff Accountant, Grade I in Finance to Staff Accountant, Grade J; and

WHEREAS, the city is changing the job position pay grade of Assistant Parks and Recreation Director, Grade K, to Assistant Parks and Recreation Director, Grade L; and,

WHEREAS, the city is moving the position of Lifeguard from a seasonal position to a regular part-time position in Parks and Recreation Department, Grade B; and

WHEREAS, the city is moving the position of Head Lifeguard from a seasonal position to a regular part-time position in Parks and Recreation Department, Grade C; and

WHEREAS, the city is moving the position of Pool Manager from a seasonal position to a regular part-time position in Parks and Recreation Department, Grade E; and

WHEREAS, the city is adding the part-time position of Recreation Aquatics Programmer to the Parks and Recreation Department, Grade E; and

WHEREAS, the city is adding the part-time position of Building and Grounds Maintenance II to the Parks and Recreation Department, Grade D; and

WHEREAS, the city is adding the part-time position of Accounting Technician to the Finance/City Recorder's Office, Grade E; and

WHEREAS, the city is adding the part-time position of Equipment Operator I to the Public Works Street Department, Grade E; and

WHEREAS, the city is adding the position of part-time Laboratory Assistant, to the Wastewater Department; Grade E, and

WHEREAS, the city is adding the position of part-time Sanitation Operator II to the Sanitation Department; Grade F, and

WHEREAS, the city is adding the position of part-time Code Enforcement Officer to the Development Services Department; Grade G, and

WHEREAS the city adding the position of part-time Sign Technican II to the Public Works Street Department; Grade G, and

WHEREAS, adding the position of Part-time Wastewater Maintenance Worker to the Wastewater Department; Grade G, and

WHEREAS, the city is adding the position of Wastewater Engineering Inspector to the Wastewater Department, Grade H; and

WHEREAS, the city is adding the position of Marketing Specialist, Grade H, to the Tourism & Marketing Department; and,

WHEREAS, the city is adding the new position of Medical Training Captain/Community Risk Reduction Officer to the Fire and Rescue, Grade J.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: The classification and compensation plan for the employees of the City of Columbia for the fiscal year of 2025-2026, which is attached hereto as Exhibit A and incorporated herein by reference is approved.

Section 2: This ordinance shall take effect July 1, 2025, and all pay adjustments will be implemented in the pay period in which July 1st occurs.

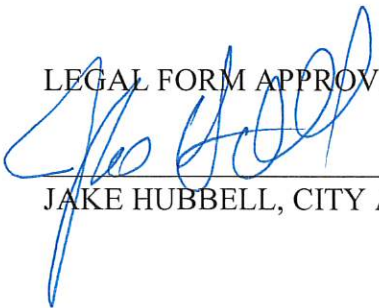
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE ____ OF _____, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed 1st Consideration _____

Passed 2nd Consideration _____

City of Columbia
Classification and Compensation Plan FY 2025-2026

Exhibit A

Part time regular employees will receive increase at the same rate and time as regular full time employees and are authorized to work a maximum of 1456 hours per year, (28 hours per week)

Section 1: All full and part time regular employees will be paid from the following:

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized
CITY MANAGER	Assistant City Manager**	2,080	O	58.72	122,138	79.44	165,235
CITY MANAGER	Tourism and Marketing Director**	2,080	M	46.81	97,365	63.33	131,726
CITY MANAGER	PIO/Communications Coordinator**	2,080	H	26.56	55,245	35.94	74,755
CITY MANAGER	Executive Secretary	2,080	H	26.56	55,245	35.94	74,755
CITY MANAGER	Marketing Coordinator	2,080	G	23.72	49,338	32.09	66,747
CITY MANAGER	Administrative Assistant	2,080	E	18.90	39,312	25.58	53,206
DEVELOPMENT SERV	Director of Development Services**	2,080	N	52.43	109,054	70.93	147,534
DEVELOPMENT SERV	City Engineer**	2,080	N	52.43	109,054	70.93	147,534
DEVELOPMENT SERV	Assistant City Engineer**	2,080	M	46.81	97,365	63.33	131,726
DEVELOPMENT SERV	City Planner**	2,080	M	46.81	97,365	63.33	131,726
DEVELOPMENT SERV	Chief Building Official**	2,080	L	41.79	86,923	56.55	117,624
DEVELOPMENT SERV	Engineer II **	2,080	L	41.79	86,923	56.55	117,624
DEVELOPMENT SERV	Principal Planner **	2,080	K	37.32	77,626	50.49	105,019
DEVELOPMENT SERV	GIS Analyst	2,080	K	37.32	77,626	50.49	105,019
DEVELOPMENT SERV	Engineer I	2,080	J	33.31	69,285	45.07	93,746
DEVELOPMENT SERV	Building & Codes Asst Chief	2,080	I	29.75	61,880	40.25	83,720
DEVELOPMENT SERV	Planner II **	2,080	I	29.75	61,880	40.25	83,720
DEVELOPMENT SERV	Building Inspector II	2,080	H	26.56	55,245	35.94	74,755
DEVELOPMENT SERV	Planner I	2,080	H	26.56	55,245	35.94	74,755
DEVELOPMENT SERV	Engineering Inspector	2,080	H	26.56	55,245	35.94	74,755
DEVELOPMENT SERV	Engineering Associate	2,080	G	23.72	49,338	32.09	66,747
DEVELOPMENT SERV	Building Inspector I	2,080	G	23.72	49,338	32.09	66,747
DEVELOPMENT SERV	Engineering Technician	2,080	G	23.72	49,338	32.09	66,747
DEVELOPMENT SERV	Code Enforcement Officer	2,080	G	23.72	49,338	32.09	66,747
DEVELOPMENT SERV	Code Enforcement Officer - Part time	1,456	G	23.72	49,338	32.09	66,747
DEVELOPMENT SERV	Administrative Assistant	2,080	E	18.90	39,312	25.58	53,206
DEVELOPMENT SERV	Planning Technician	2,080	E	18.90	39,312	25.58	53,206
DEVELOPMENT SERV	Permit Technician	2,080	E	18.90	39,312	25.58	53,206
DEVELOPMENT SERV	Building Maintenance and Custodian	2,080	D	16.88	35,110	22.84	47,507
DEVELOPMENT SERV	Custodial Worker	1,456	C	15.07	21,942	20.39	29,688
FINANCE / CITY RECORDER	Finance Director / Asst. City Manager / City Recorder**	2,080	P	65.76	136,781	88.98	185,078
FINANCE / CITY RECORDER	Finance Director**	2,080	N	52.43	109,054	70.93	147,534
FINANCE / CITY RECORDER	Assistant Finance Director**	2,080	L	41.79	86,923	56.55	117,624
FINANCE / CITY RECORDER	City Recorder**	2,080	L	41.79	86,923	56.55	117,624
FINANCE / CITY RECORDER	Assistant City Recorder**	2,080	K	37.32	77,626	50.49	105,019
FINANCE / CITY RECORDER	Benefits Administrator	2,080	J	33.31	69,285	45.07	93,746
FINANCE / CITY RECORDER	Staff Accountant**	2,080	J	33.31	69,285	45.07	93,746
FINANCE / CITY RECORDER	Purchasing Agent**	2,080	I	29.75	61,880	40.25	83,720
FINANCE / CITY RECORDER	Senior Accounting Technician	2,080	G	23.72	49,338	32.09	66,747
FINANCE / CITY RECORDER	Accounting Specialist	2,080	G	23.72	49,338	32.09	66,747
FINANCE / CITY RECORDER	Court and Internal Records Administrator	2,080	F	21.18	44,054	28.66	59,613
FINANCE / CITY RECORDER	Accounting Technician - Part time	2,080	E	18.90	39,312	25.58	53,206
FINANCE / CITY RECORDER	Accounting Technician	1,456	E	18.90	39,312	25.58	53,206
FIRE AND RESCUE	Fire Chief**	2,080	O	58.72	122,138	79.44	165,235
FIRE AND RESCUE	Deputy Fire Chief **	2,080	N	52.43	109,054	70.93	147,534
FIRE AND RESCUE	Assistant Fire Chief - Emergency Management**	2,080	M	46.81	97,365	63.33	131,726
FIRE AND RESCUE	Assistant Fire Chief - Admin**	2,080	M	46.81	97,365	63.33	131,726
FIRE AND RESCUE	Assistant Fire Chief - Suppression**	2,080	M	46.81	97,365	63.33	131,726
FIRE AND RESCUE	Chief Training Fire Officer **	2,080	K	37.32	77,626	50.49	105,019
FIRE AND RESCUE	Fire Marshal	2,080	K	37.32	77,626	50.49	105,019
FIRE AND RESCUE	Battalion Chief	2,764	K	28.08	77,626	38.00	105,019
FIRE AND RESCUE	Fire Captain	2,080	J	33.31	69,285	45.07	93,746
FIRE AND RESCUE	Fire Captain - OEM	2,764	J	25.07	69,285	33.92	93,746
FIRE AND RESCUE	Medical Training Captain / Community Risk Reduction Officer	2,080	J	33.31	69,285	45.07	93,746
FIRE AND RESCUE	Assistant Fire Marshal	2,080	J	33.31	69,285	45.07	93,746
FIRE AND RESCUE	Fire Lieutenant	2,764	I	22.39	61,880	30.29	83,720

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized
FIRE AND RESCUE	Medical Officer	1,456	I	29.75	43,316	40.25	58,604
FIRE AND RESCUE	Fire Inspector	2,080	H	26.56	55,245	35.94	74,755
FIRE AND RESCUE	Community Risk Reduction Officer	2,080	H	26.56	55,245	35.94	74,755
FIRE AND RESCUE	Fire Engineer	2,764	H	19.99	55,245	27.05	74,755
FIRE AND RESCUE	Firefighter	2,764	G	17.85	49,338	24.15	66,747
FIRE AND RESCUE	Building Maintenance	2,080	F	21.18	44,054	28.66	59,613
FIRE AND RESCUE	Fire Cadet	1,456	F	15.94	23,209	21.57	31,406
FIRE AND RESCUE	Administrative Assistant	2,080	E	18.90	39,312	25.58	53,206
MIS	MIS Director**	2,080	N	52.43	109,054	70.93	147,534
MIS	System Administrator**	2,080	K	37.32	77,626	50.49	105,019
MIS	Network Administrator**	2,080	H	26.56	55,245	35.94	74,755
MIS	PC Specialist	2,080	G	23.72	49,338	32.09	66,747
PARKS AND RECREATION	Director of Parks and Recreation**	2,080	N	52.43	109,054	70.93	147,534
PARKS AND RECREATION	Assistant Director Parks and Rec**	2,080	L	41.79	86,923	56.55	117,624
PARKS AND RECREATION	Marketing and Communications Manager	2,080	J	33.31	69,285	45.07	93,746
PARKS AND RECREATION	P & R Maintenance Supervisor	2,080	J	33.31	69,285	45.07	93,746
PARKS AND RECREATION	Aquatics Manager	2,080	I	29.75	61,880	40.25	83,720
PARKS AND RECREATION	Operation - Athletics Manager	2,080	I	29.75	61,880	40.25	83,720
PARKS AND RECREATION	Recreation Manager	2,080	I	29.75	61,880	40.25	83,720
PARKS AND RECREATION	Crew Leader - Parks and Recreation	2,080	H	26.56	55,245	35.94	74,755
PARKS AND RECREATION	Turf Manager	2,080	G	23.72	49,338	32.09	66,747
PARKS AND RECREATION	Recreation Coordinator	2,080	F	21.18	44,054	28.66	59,613
PARKS AND RECREATION	Equipment Operator	2,080	E	18.90	39,312	25.58	53,206
PARKS AND RECREATION	Building and Grounds Maintenance II	2,080	E	18.90	39,312	25.58	53,206
PARKS AND RECREATION	Administrative Assistant	2,080	E	18.90	39,312	25.58	53,206
PARKS AND RECREATION	Recreation Programmer	2,080	E	18.90	39,312	25.58	53,206
PARKS AND RECREATION	Recreation - Programmer Aquatics	1,456	E	18.90	39,312	25.58	53,206
PARKS AND RECREATION	Pool Manager	1,456	E	18.90	39,312	25.58	53,206
PARKS AND RECREATION	Recreation Aide II	2,080	D	16.88	35,110	22.84	47,507
PARKS AND RECREATION	Building and Grounds Maintenance I	2,080	D	16.88	35,110	22.84	47,507
PARKS AND RECREATION	Building and Grounds Maintenance I	1,456	D	16.88	35,110	22.84	47,507
PARKS AND RECREATION	Head Life Guard	1,456	C	15.07	21,942	20.39	29,688
PARKS AND RECREATION	Recreation Aide	1,456	B	13.46	19,598	18.20	26,499
PARKS AND RECREATION	Lifeguard	1,456	B	13.46	19,598	18.20	26,499
HUMAN RESOURCES	Director of Human Resources**	2,080	M	46.81	97,365	63.33	131,726
HUMAN RESOURCES	Human Resources Generalist	2,080	I	29.75	61,880	40.25	83,720
POLICE DEPARTMENT	Police Chief**	2,080	O	58.72	122,138	79.44	165,235
POLICE DEPARTMENT	Assistant Police Chief**	2,080	N	52.43	109,054	70.93	147,534
POLICE DEPARTMENT	Police Captain**	2,080	M	46.81	97,365	63.33	131,726
POLICE DEPARTMENT	Police Lieutenant	2,236	K	37.32	83,448	50.49	112,896
POLICE DEPARTMENT	Police Sergeant	2,236	J	33.31	74,481	45.07	100,777
POLICE DEPARTMENT	Police Corporal	2,236	I	29.75	66,521	40.25	89,999
POLICE DEPARTMENT	Crime Analyst	2,080	H	26.56	55,245	35.94	74,755
POLICE DEPARTMENT	Police Officer	2,236	G	23.72	53,038	32.09	71,753
POLICE DEPARTMENT	Records Supervisor	2,080	G	23.72	49,338	32.09	66,747
POLICE DEPARTMENT	Administrative Assistant	2,080	F	21.18	44,054	28.66	59,613
POLICE DEPARTMENT	Fleet/Equipment Coordinator	2,080	F	21.18	44,054	28.66	59,613
POLICE DEPARTMENT	Evidence Technician	2,080	F	21.18	44,054	28.66	59,613
POLICE DEPARTMENT	Police Records Clerk	2,080	E	18.90	39,312	25.58	53,206
POLICE DEPARTMENT	Animal Control Officer	2,080	E	18.90	39,312	25.58	53,206
POLICE DEPARTMENT	Building Maintenance Custodian	2,080	D	16.88	35,110	22.84	47,507
POLICE DEPARTMENT	PT Litter Officer	1,040	D	16.88	17,555	22.84	23,754
POLICE DEPARTMENT	Parking Control Officer	1,456	C	15.07	21,942	20.39	29,688
SANITATION	Sanitation Supervisor	2,080	I	29.75	61,880	40.25	83,720
SANITATION	Sanitation Specialist	2,080	H	26.56	55,245	35.94	74,755
SANITATION	Crew Leader Sanitation	2,080	H	26.56	55,245	35.94	74,755
SANITATION	Sanitation Operator II	2,080	F	21.18	44,054	28.66	59,613
SANITATION	Sanitation Operator II	1,456	F	21.18	44,054	28.66	59,613
SANITATION	Sanitation Operator I	2,080	E	18.90	39,312	25.58	53,206

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized
STREET DEPARTMENT	Director of Public Works**	2,080	N	52.43	109,054	70.93	147,534
STREET DEPARTMENT	Assistant Director of Public Works**	2,080	L	41.79	86,923	56.55	117,624
STREET DEPARTMENT	Traffic Maintenance Supervisor	2,080	J	33.31	69,285	45.07	93,746
STREET DEPARTMENT	Fleet Supervisor	2,080	I	29.75	61,880	40.25	83,720
STREET DEPARTMENT	Street Maintenance Supervisor	2,080	I	29.75	61,880	40.25	83,720
STREET DEPARTMENT	Traffic Maintenance Technician II	2,080	H	26.56	55,245	35.94	74,755
STREET DEPARTMENT	Crew Leader	2,080	H	26.56	55,245	35.94	74,755
STREET DEPARTMENT	Equipment Mechanic	2,080	G	23.72	49,338	32.09	66,747
STREET DEPARTMENT	Traffic Maintenance Technician I	2,080	G	23.72	49,338	32.09	66,747
STREET DEPARTMENT	Sign Technician II	2,080	G	23.72	49,338	32.09	66,747
STREET DEPARTMENT	Sign Technician II PT	1,456	G	23.72	49,338	32.09	66,747
STREET DEPARTMENT	Concrete Worker	2,080	F	21.18	44,054	28.66	59,613
STREET DEPARTMENT	Sign Technician I	2,080	F	21.18	44,054	28.66	59,613
STREET DEPARTMENT	Equipment Operator II	2,080	F	21.18	44,054	28.66	59,613
STREET DEPARTMENT	Equipment Operator I	2,080	E	18.90	39,312	25.58	53,206
STREET DEPARTMENT	Fleet Equipment Coordinator	2,080	E	18.90	39,312	25.58	53,206
STREET DEPARTMENT	Administrative Assistant	2,080	E	18.90	39,312	25.58	53,206
STREET DEPARTMENT	Equipment Operator I PT	1,456	E	18.90	39,312	25.58	53,206
STREET DEPARTMENT	Public Works Maintenance Worker	1,456	D	16.88	24,577	22.84	33,255
STREET DEPARTMENT	Custodian	1,456	C	15.07	21,942	20.39	29,688
Tourism & Main Street Marketing	Main Street Manager **	2,080	I	29.75	61,880	40.25	83,720
Tourism & Main Street Marketing	Marketing Specialist	2,080	H	26.56	55,245	35.94	74,755
Tourism & Main Street Marketing	Visitor Services Assistant	1,040	D	16.88	17,555	22.84	23,754
WASTEWATER	Director of Wastewater**	2,080	N	52.43	109,054	70.93	147,534
WASTEWATER	Assistant Wastewater Director**	2,080	L	41.79	86,923	56.55	117,624
WASTEWATER	Engineer II**	2,080	L	41.79	86,923	56.55	117,624
WASTEWATER	Wastewater Plant Superintendent**	2,080	L	41.79	86,923	56.55	117,624
WASTEWATER	Wastewater Collection Superintendent**	2,080	L	41.79	86,923	56.55	117,624
WASTEWATER	Wastewater CMOM/GIS Coordinator**	2,080	K	37.32	77,626	50.49	105,019
WASTEWATER	Laboratory and Pretreatment Manager**	2,080	K	37.32	77,626	50.49	105,019
WASTEWATER	WW Civil Engineer**	2,080	J	33.31	69,285	45.07	93,746
WASTEWATER	Engineer I	2,080	J	33.31	69,285	45.07	93,746
WASTEWATER	Chief Operator	2,080	I	29.75	61,880	40.25	83,720
WASTEWATER	Foreman - Sewer Rehabilitation	2,080	I	29.75	61,880	40.25	83,720
WASTEWATER	Laboratory Manager	2,080	I	29.75	61,880	40.25	83,720
WASTEWATER	Pump Station Maintenance Supervisor	2,080	I	29.75	61,880	40.25	83,720
WASTEWATER	Pretreatment Coordinator	2,080	I	29.75	61,880	40.25	83,720
WASTEWATER	WW Engineering Inspector	2,080	H	26.56	55,245	35.94	74,755
WASTEWATER	WW Plant Operator III	2,080	H	26.56	55,245	35.94	74,755
WASTEWATER	Inspector Utility Locator	2,080	G	23.72	49,338	32.09	66,747
WASTEWATER	WW Collection Technician	2,080	G	23.72	49,338	32.09	66,747
WASTEWATER	Engineering Technician	2,080	G	23.72	49,338	32.09	66,747
WASTEWATER	Lab Specialist	2,080	G	23.72	49,338	32.09	66,747
WASTEWATER	WW Plant Operator II	2,080	G	23.72	49,338	32.09	66,747
WASTEWATER	Wastewater Maintenance Worker	2,080	G	23.72	49,338	32.09	66,747
WASTEWATER	Wastewater Maintenance Worker	1,456	G	23.72	49,338	32.09	66,747
WASTEWATER	Safety Coordinator	2,080	F	21.18	44,054	28.66	59,613
WASTEWATER	Equipment Operator II	2,080	F	21.18	44,054	28.66	59,613
WASTEWATER	WW Plant Operator I	2,080	F	21.18	44,054	28.66	59,613
WASTEWATER	Administrative Assistant	2,080	E	18.90	39,312	25.58	53,206
WASTEWATER	Equipment Operator I	2,080	E	18.90	39,312	25.58	53,206
WASTEWATER	Operation Worker	2,080	E	18.90	39,312	25.58	53,206
WASTEWATER	Laboratory Assistant	1,456	E	18.90	39,312	25.58	53,206
WASTEWATER	Administrative Assistant	1,456	D	16.88	24,577	22.84	33,255
WASTEWATER	Grounds Maintenance	1,456	D	16.88	24,577	22.84	33,255
Note - Promotional	Senior Administrative Assistant	2,080	F	21.18	44,054	28.66	59,613

Grade F - Position available to promote administrative assistants with significantly increased duties and job responsibilities.

--	--	--	--	--	--	--	--

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized

Exempt Employees**

Section 2: Temporary Positions - Authorize part time positions working less than 1456 hours per year (28 hours per week) and full time temporary positions working less than 1456 hours per year and lasting less than five months to be paid as follows:

Position	Minimum	Maximum
Utility Worker	\$12.08	\$15.42
Facility Attendant	\$12.08	\$15.42
School Crossing Guards	\$50.00 per day(s) worked	

Section 3: Appointments - Appointments made by the Mayor or City Council shall be paid a bi-weekly stipend as follows:

City Judge	\$961.54 bi-weekly if sitting as judge; \$120.19 per week when absent.
City Judge Pro Tem	\$721.16 Bi-weekly if sitting as judge.
Prosecuting Attorney	\$755.54 Biweekly

Section 4: Elected Officials - Elected Officials shall be paid bi-weekly as follows:

Mayor	\$346.16
Vice Mayor	\$276.96
Council Member	\$230.77



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4546 - AN ORDINANCE AMENDING TITLE 18, CHAPTER 3, SECTION 18-303, OF THE MUNICIPAL CODE OF THE CITY OF COLUMBIA BY REPLACING IN ITS ENTIRETY THE PRESENT SCHEDULES A AND B AND ADOPTING AND APPROVING NEW SCHEDULES A AND B

RECOMMENDATION: Approve Ordinance No. 4546 on second consideration.

INFORMATION: The Ordinance adjusts water rates to generate revenue to cover the debt for twelve water improvement projects. The anticipated revenue will support \$82,219,777 in Capital Projects costs.

CERTIFICATION:

ATTACHMENTS: Staff Report, Ordinance No. 4546, CPWS Project List.

**AN ORDINANCE AMENDING TITLE 18, CHAPTER 3, SECTION 18-303, OF THE
MUNICIPAL CODE OF THE CITY OF COLUMBIA BY REPLACING IN ITS ENTIRETY
THE PRESENT SCHEDULES A AND B AND ADOPTING AND APPROVING NEW
SCHEDULES A AND B**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA,
TENNESSEE:

SECTION 1: That Title 18, Chapter 3, Section 18-303 of the Municipal Code of the City of Columbia is hereby amended by replacing in its entirety Schedules A and B and adopting and approving the following Schedules A and B:

SCHEDULE A – URBAN AREA

Rate Schedule (effective date) August 1, 2025

Customer Charge:

Residential	\$16.75
Commercial	\$26.25
Industrial	\$86.15

Multi-Unit Charge:

Residential per unit:	\$ 4.40
Commercial per unit	\$ 6.05

Residential Commodity Charge:

0 - 8,000 Gallons	\$3.60 per 1,000
8,001 - 20,000 Gallons	\$4.10 per 1,000
All over 20,000 Gallons	\$4.35 per 1,000

Commercial Commodity Charge:

0 - 8,000 Gallons	\$3.60 per 1,000
8,001 - 20,000 Gallons	\$4.10 per 1,000
All over 20,000 Gallons	\$4.35 per 1,000

Industrial Commodity Charge:

0 - 8,000 Gallons	\$3.30 per 1,000
8,001 - 20,000 Gallons	\$3.80 per 1,000
All over 20,000 Gallons	\$4.05 per 1,000

Multi-Unit Charge: A Multi-Unit Charge applies for each unit of a multiple unit dwelling or commercial complex purchasing water through a master water meter.

Amortization Charge: An additional charge of five cents (\$.05) per 1,000 gallons of water used is applicable to the above rate to defray the City of Columbia's share of the water supply benefits provided by Tennessee Duck River Development Agency.

Late Charge: A late payment charge often percent (10%) shall be added to each customer's bill for the amount of the bill unpaid after the bill due date specified on the bill.

SCHEDULE B – SUBURBAN AREA

Rate Schedule (effective date) August 1, 2025

Customer Charge:

Residential	\$22.25
Commercial	\$32.00
Industrial	\$86.15

Multi-Unit Charge:

Residential per unit	\$ 4.50
Commercial per unit	\$ 6.25

Residential Commodity Charge:

0 - 8,000 Gallons	\$4.60 per 1,000
8,001 - 20,000 Gallons	\$5.10 per 1,000
All over 20,000 Gallons	\$5.35 per 1,000

Commercial Commodity Charge:

0 - 8,000 Gallons	\$4.60 per 1,000
8,001 - 20,000 Gallons	\$5.10 per 1,000
All over 20,000 Gallons	\$5.35 per 1,000

Industrial Commodity Charge:

0 - 8,000 Gallons	\$4.30 per 1,000
8,001 - 20,000 Gallons	\$4.80 per 1,000
All over 20,000 Gallons	\$5.05 per 1,000

Sales for Resale	\$3.75 per 1,000
------------------	------------------

Multi-Unit Charge: A Multi-Unit Charge applies for each unit of a multiple unit dwelling or commercial complex purchasing water through a master water meter.

Amortization Charge: An additional charge of five cents (\$.05) per 1,000 gallons of water used is applicable to the above rate to defray the City of Columbia's share of the water supply benefits provided by Tennessee Duck River Development Agency.

Late Charge: A late payment charge often percent (10%) shall be added to each customer's bill for the amount of the bill unpaid after the bill due date specified on the bill.

SECTION 2: BE IT FURTHER ORDAINED that said new rates are to become effective for all bills mailed on or after August 1, 2025.

SECTION 3: BE IT FURTHER ORDAINED that all resolutions, ordinances, or parts thereof in conflict with the provisions of this amendment to the extent of such conflict are hereby repealed and this amendment shall take effect August 1, 2025, the public welfare requiring it.

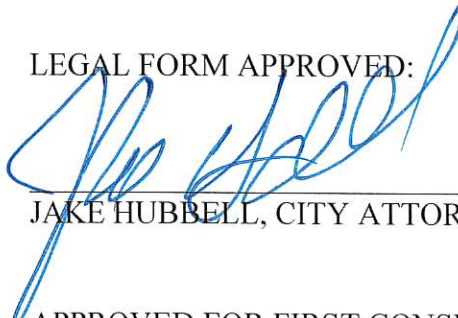
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE _____ DAY OF _____, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration _____

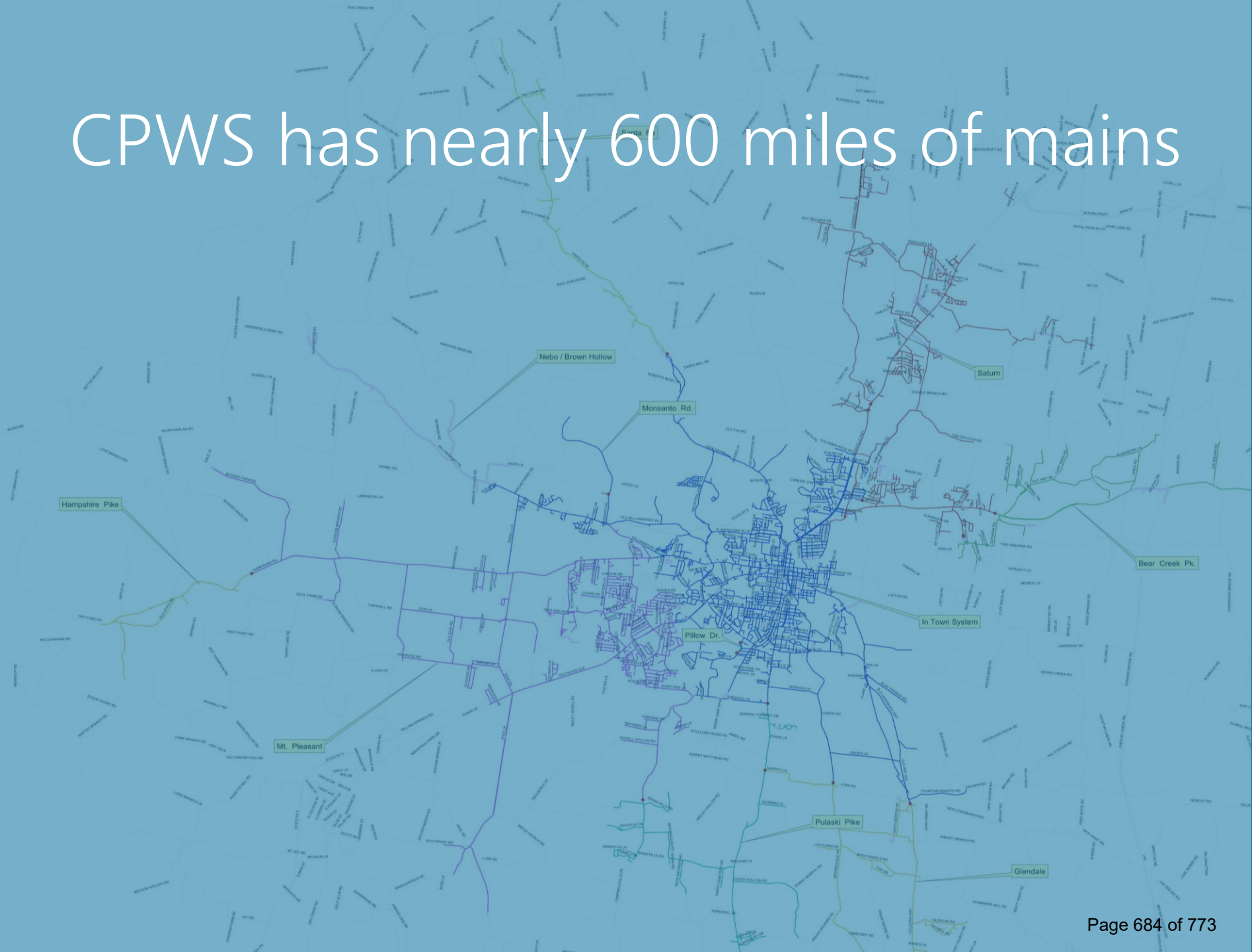
Columbia Power & Water System
Treatment and Distribution System Planning
and Rate Overview
May 1, 2025



Regulatory Considerations

- The CPWS withdrawal permit for using raw water from the Duck River was extended for 5 more years.
- This permit is called an Aquatic Resource Alteration Permit (ARAP) and must be renewed again in 2029.
- This state of TN permit mandates water loss and conservation goals as a basis for having the permit.
- Thus, CPWS will be required to encourage water use conservation and demonstrate a commitment to water use efficiency initiatives.
- Maintaining our treatment and distribution system is key to keeping water loss low.

CPWS has nearly 600 miles of mains



If we replace 2 miles per year...



...we would replace all by 2325!



CPWS Water Main Types

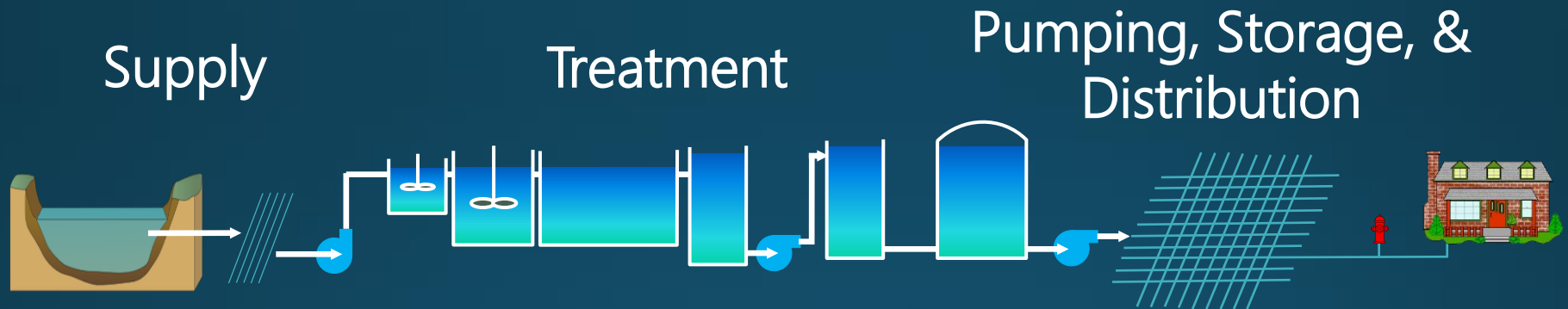
Type	Life Expectancy (yrs)*
PVC	100
Cast Iron	75-100
Ductile Iron	75-100
Galvanized Steel	50-75
Copper	50-75

Note: * maximum life expectancy under optimum conditions

The bottom line is...

...the preventive maintenance, repair, and replacement of physical assets is essential.

Components Evaluated



Then, Cost of Providing Service is Evaluated
Using a Rate Consultant (Jackson Thornton)

5-Year Capital Improvement Plan (CIP) for treatment and distribution needs

- Mix of Urban (City) and Suburban (Rural) projects
- Construction Only Cost Estimate: \$82.22 M
- 5-Year CIP emphasis is upgrading the CPWS Water Treatment Plant (WTP) which has been in operation for nearly 75 years;
- Next, distribution system improvements to the south side, and;
- Improvements to rural CPWS service in the Hampshire area. The Hampshire Pike booster station was constructed in 1970;

5-year CIP Breakdown

- All 5 Wards benefit from WTP Maintenance Repairs;
- Wards 1 & 2 benefit from Cayce Lane Pump Station Main Upgrades to address peak demand capacity;
- Wards 3 & 4 benefit from other improvements on the south side of town to improve fire flow and peak demand capacity;
- Ward 5 benefits from Bear Creek Pike Pump Station upgrades to improve fire flow and peak demand capacity;

How were the projects bid?

- Through a competitive bid process that led to selection of a construction manager at risk (CMAR). We are using Brasfield & Gorrie;
- A CMAR provides a guaranteed cost and ensures timely delivery for critical items;

How Do We Pay For This?

- \$5 per month for all residential customers;
- \$10 per month for all commercial and industrial customers;
- \$0.30 per 1000 gallons on the usage (commodity charge);
- Increasing the sale for resale rate by \$0.72 per 1000 gallons

Questions?

Updated Water Capital Projects Table based on revised Rate Scenario #2 prepared April 4, 2025 as follows:

Residential (Inside/Outside) = \$5 increase to customer charge; \$0.30/1,000 gal increase to usage charge

Commercial (In/Out) = \$10 increase to customer charge; \$0.30/1,000 gal increase to usage charge

Industrial (In/Out) = \$10 increase to customer charge

Wholesale customers = \$0.72/1,000 gal increase to usage charge

Anticipated revenue could support up to \$84,750,500 for Capital Projects (via direct payment and debt service).

Project Priority Listing based on feedback from City.

#	Project Name	Pressure Zone	City Council Ward	Project Drivers	Construction Cost Estimate	Construction (Start - Finish)
1	WTP Maintenance Repairs (TEAL)	Entire System	All	Rehabilitation / Replacement	\$ 29,671,397	08/24 - 06/26
2	16-inch Main to E. James Campbell	Southside / In-Town / Glendale	3 - Cheryl Secrest; 4 - Kenny Marshall	Fire Flow; Peak Demand Capacity	\$ 4,500,000	05/26 - 12/26
3	12-Inch Main in S. James Campbell	Southside	4 - Kenny Marshall	Fire Flow	\$ 180,000	08/26 - 10/26
4	12-inch Main in Campbellsville Pike	Southside	4 - Kenny Marshall	Fire Flow	\$ 480,000	09/26 - 12/26
5	Southside Pressure Zone Water Mains	Southside	4 - Kenny Marshall	Fire Flow; Peak Demand Capacity	\$ 10,912,293	10/26 - 06/28
6	Hampshire Pike PS Suction Main	Cayce / Hampshire	Rural County Customers	Peak Demand Capacity	\$ 13,027,965	10/25 - 07/26
7	Hampshire Pike Pump Station	Hampshire	Rural County Customers	Rehabilitation / Replacement; Peak Demand Capacity	\$ 2,344,586	10/25 - 08/26
8	Bear Creek Pike Pump Station	Bear Creek	5 - Brian McKelvy	Fire Flow; Peak Demand Capacity	\$ 3,362,841	10/25 - 08/26
9	Southside Tank	Southside	4 - Kenny Marshall	Fire Flow; Peak Demand Capacity	\$ 4,336,782	10/26 - 05/28
10	Southside Pump Station	Southside	4 - Kenny Marshall	Fire Flow; Peak Demand Capacity	\$ 3,109,153	10/26 - 06/28
11	Cayce PS Suction Main	Cayce / In-Town	1 - Davena Hardison; 2 - Charlie Huffman	Peak Demand Capacity	\$ 4,047,743	05/26 - 02/27
12	Cayce PS Discharge Main	Cayce	1 - Davena Hardison; 2 - Charlie Huffman	Peak Demand Capacity	\$ 6,247,017	12/25 - 04/27

Total = \$ 82,219,777



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: 2ND CONSIDERATION ON ORDINANCE NO. 4547 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE HONEY FARM PUD MASTER PLAN FOR A 7.49 ACRE PORTION OF LOT 6 IN HONEY FARM CROSSING AT TAX MAP 51 PARCEL 58.00, LOCATED OFF NASHVILLE HIGHWAY AND HONEY FARM WAY - WARD 5, GROWING CITY ECONOMY.

RECOMMENDATION: Approve Ordinance 4547 on second consideration.

INFORMATION: The applicant is seeking approval to amend the Honey Farm PUD Master Plan with a 7.49 acre commercial development of a 45,000 sq. ft. retail building. The plan was reviewed at the April 9, 2025 Planning Commission meeting with a recommendation of approval with conditions. Conditions included being subject to DRC and staff comments, approval of the exceptions requested, and removal of the south side signage. The recommendation was in agreeance by a vote of five to one. The vote was amended to include that the fencing proposal be modified with a long lasting, ecstetically pleasing material with brick or metal columns or posts.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance 4547; Exhibit A; Exhibit B; DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE HONEY FARM PUD MASTER PLAN FOR A 7.49 ACRE PORTION OF LOT 6 IN HONEY FARM CROSSING AT TAX MAP 51 PARCEL 58.00, LOCATED OFF NASHVILLE HIGHWAY AND HONEY FARM WAY

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by amending the PUD Master Plan for a 7.49 acre portion of Lot 6 in Honey Farm Crossing at Tax Map 51 Parcel 58.00, located off Nashville Highway and Honey Farm Way.

Section 2: Said revised Planned Unit Development Master Plan is located in the Third Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia. The revised Honey Farm PUD Master Plan, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A". The façade elevations for the PUD Master Plan, which are attached hereto and incorporated herein by reference, are identified as Exhibit "B".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval, on the 9th day of April, 2025, and after a public hearing held on the 8th day of May, 2025, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6 the City Council makes the following findings:

- a. The proposed PUD Master Plan is in agreement with the Comprehensive Plan and any applicable local area plans;
- b. It has been determined that the legal purposes for which zoning exists are not contravened;

- c. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That ordinances or parts of ordinances in conflict herewith are hereby repealed.

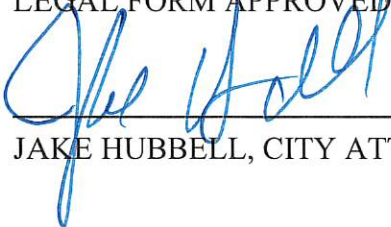
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 12th day of June, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

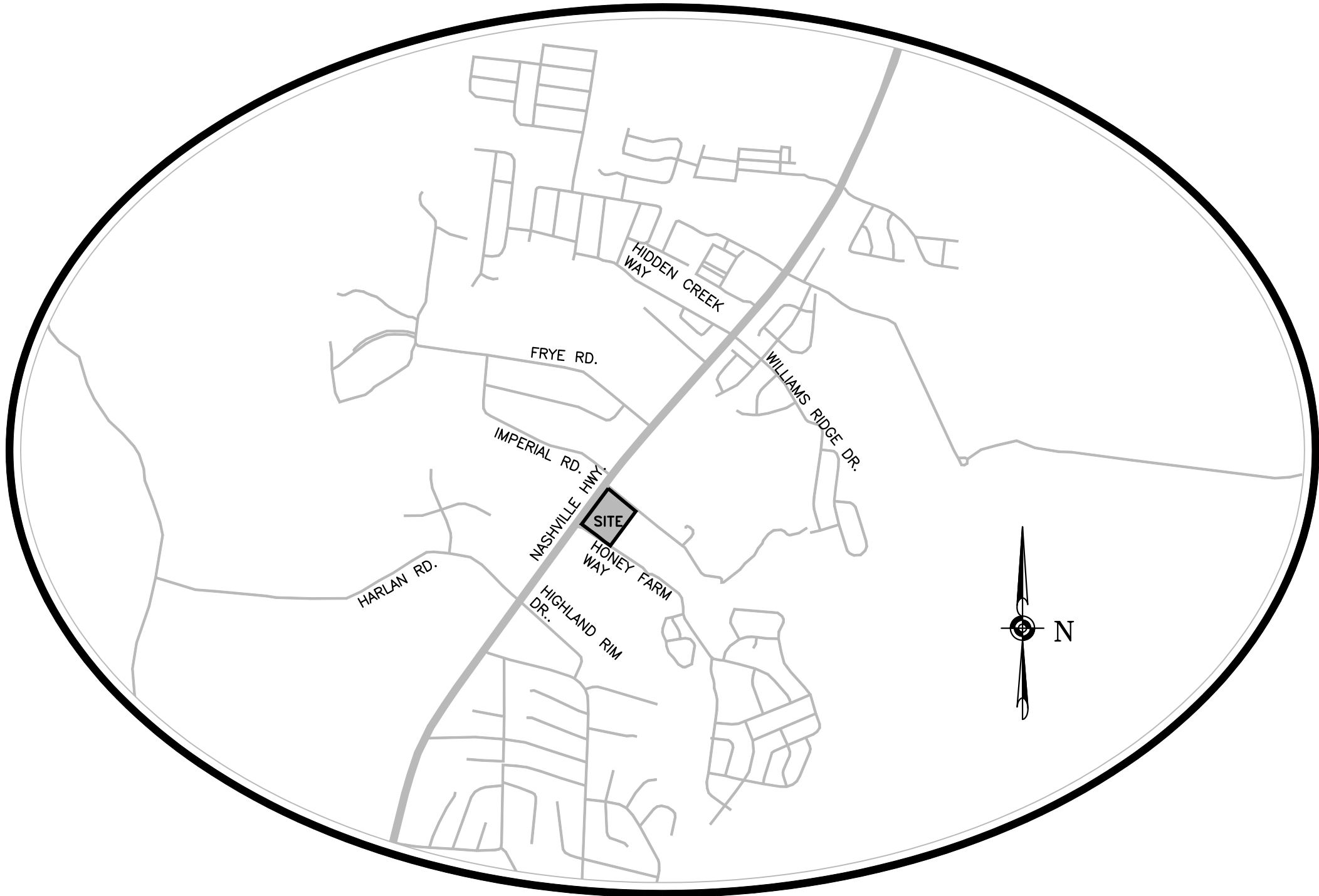
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration: _____

PRELIMINARY PUD WALMART NEIGHBORHOOD MARKET #03908-1000 COLUMBIA, TENNESSEE HONEY FARM WAY & NASHVILLE HWY

ADDRESS INFORMATION:
#03908-1000 WALMART NEIGHBORHOOD MARKET
2248 NASHVILLE HWY
COLUMBIA, TN 38401



VICINITY MAP
NTS

INDEX OF SHEETS

SHEET 1	TITLE SHEET
SHEET 2	SITE PLAN
SHEET 3	INTERNAL DRIVE LAYOUT
SHEET 4	PUD DEVIATION REQUESTS
SHEET 5	GRADING PLAN
SHEET 6	UTILITY PLAN
SHEET 7	PLANTING PLAN
SHEET 8	PHOTOMETRICS PLAN

DEVELOPED BY:

Walmart

Save money. Live better.

WAL-MART REAL ESTATE BUSINESS TRUST

702 SW 8TH STREET

MAIL STOP 0505

BENTONVILLE, AR 72716-0505

(479) 360-4749

LEAH.TOMLINSON@WALMART.COM

ENGINEER:

CARLSON
CONSULTING
ENGINEERS, INC.

7068 Ledgestone Commons, Bartlett, TN 38133

Phone (901) 384-0404 • Fax (901) 384-0710

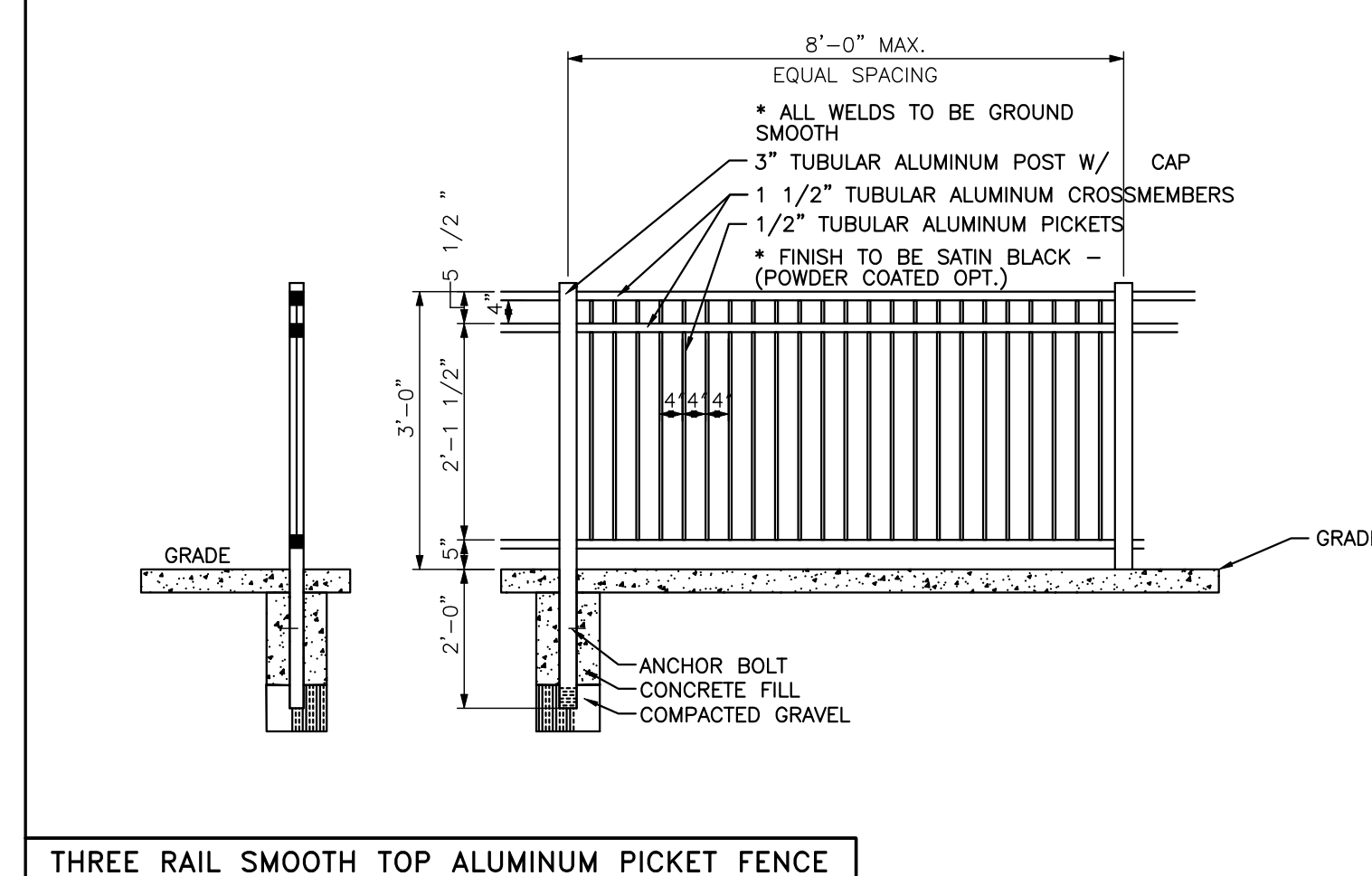
olviadupuy@carlsonconsulting.net

THE SITEWORK FOR THE WALMART'S PORTION OF THIS PROJECT SHALL MEET OR EXCEED THE "SITE SPECIFIC SPECIFICATIONS."

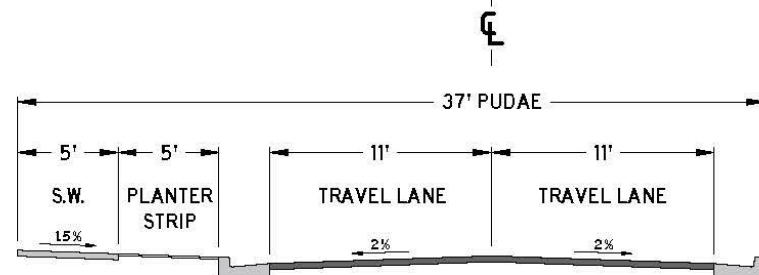
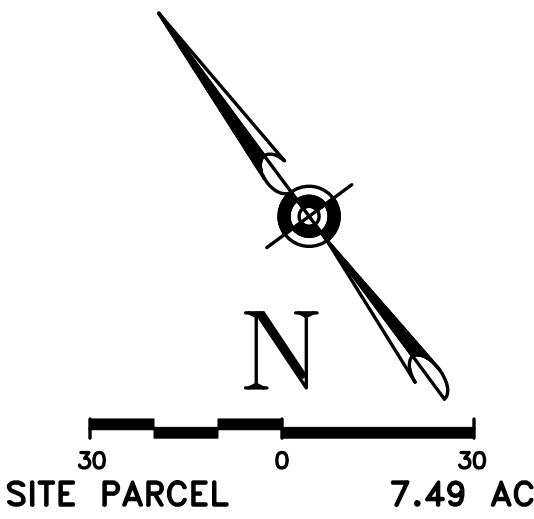
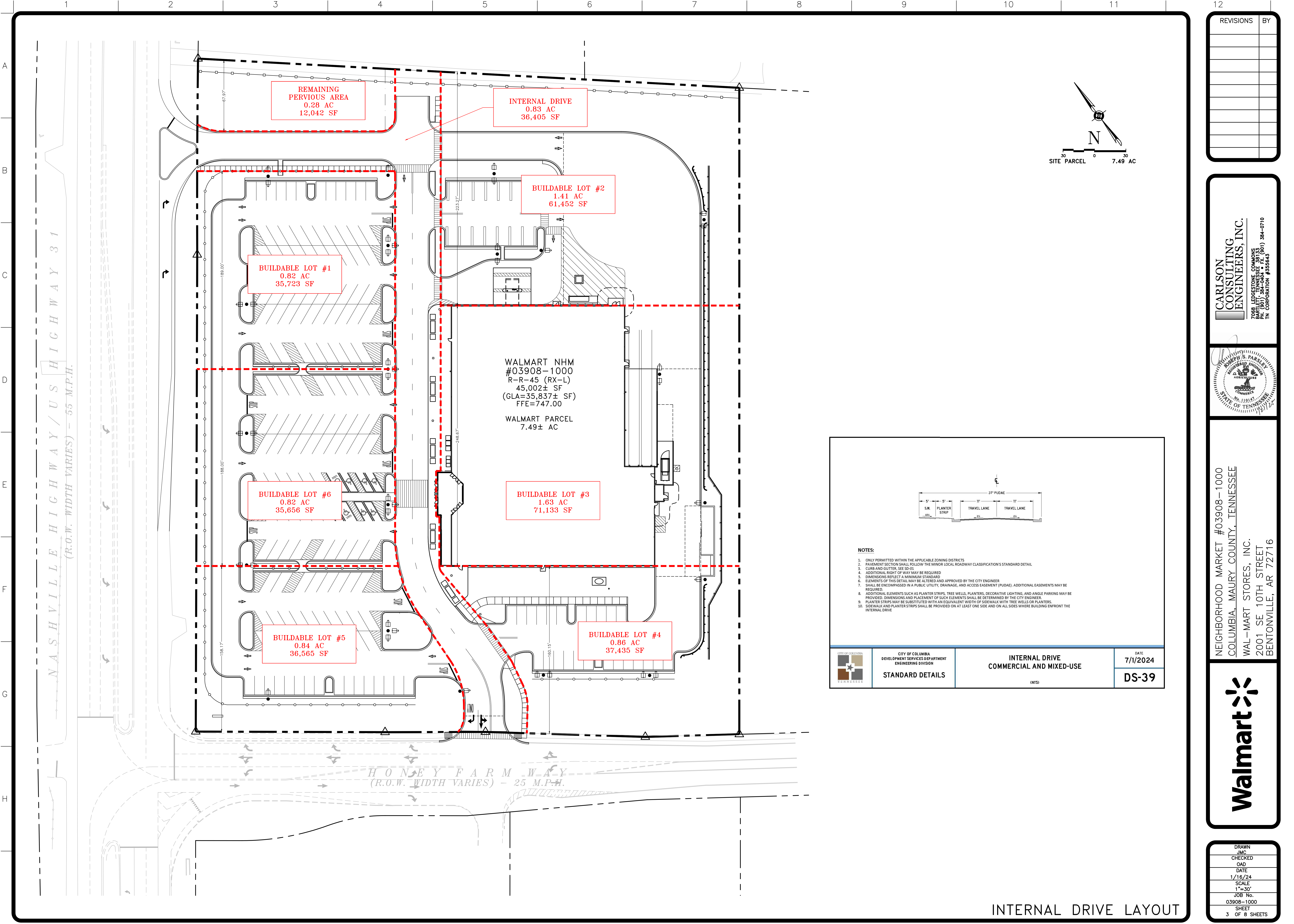
ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO CONTRACT COMPLETION AND THE FINAL CONNECTION OF SERVICES.

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION.





DRAWN JMC
CHECKED OAD
DATE 1/16/24
SCALE 1"=30'
JOB No. 03908-1000
SHEET 2 OF 8 SHEETS

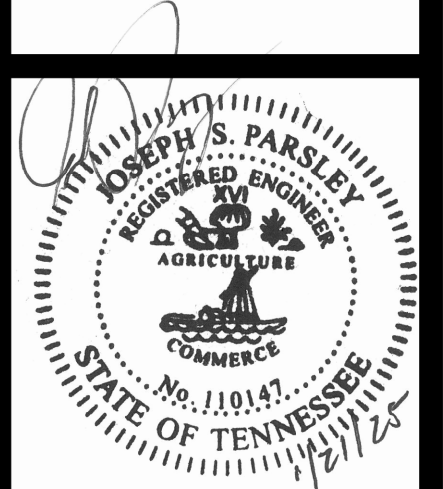


- NOTES:
1. ONLY PERMITTED WITHIN THE APPLICABLE ZONING DISTRICTS
 2. PAVEMENT SECTION SHALL FOLLOW THE MINOR LOCAL ROADWAY CLASSIFICATION'S STANDARD DETAIL
 3. CURB AND GUTTER, SEE SD-01
 4. ADDITIONAL RIGHT OF WAY MAY BE REQUIRED
 5. DIMENSIONS REFLECT A MINIMUM STANDARD
 6. ELEMENTS OF THIS DETAIL MAY BE ALTERED AND APPROVED BY THE CITY ENGINEER
 7. SHALL BE ENCOMPASSED IN A PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT (PUDAE). ADDITIONAL EASEMENTS MAY BE REQUIRED
 8. ADDITIONAL ELEMENTS SUCH AS PLANTER STRIPS, TREE WELLS, PLANTERS, DECORATIVE LIGHTING, AND ANGLE PARKING MAY BE PROVIDED. DIMENSIONS AND PLACEMENT OF SUCH ELEMENTS SHALL BE DETERMINED BY THE CITY ENGINEER
 9. PLANTER STRIPS MAY BE SUBSTITUTED WITH AN EQUIVALENT WIDTH OF SIDEWALK WITH TREE WELLS OR PLANTERS
 10. SIDEWALK AND PLANTER STRIPS SHALL BE PROVIDED ON AT LEAST ONE SIDE AND ON ALL SIDES WHERE BUILDING ENFRONT THE INTERNAL DRIVE

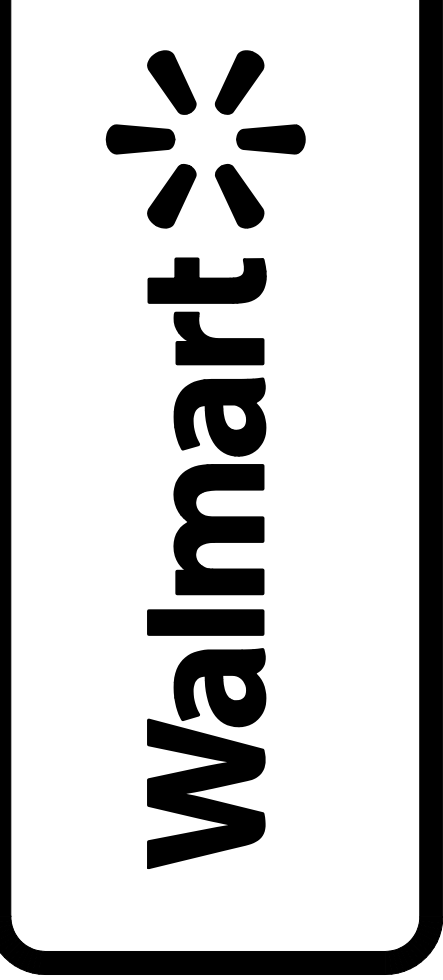
	CITY OF COLUMBIA DEVELOPMENT SERVICES DEPARTMENT ENGINEERING DIVISION	INTERNAL DRIVE COMMERCIAL AND MIXED-USE (INTS)	DATE 7/1/2024
			DS-39

REVISIONS	BY

CARLSON CONSULTING ENGINEERS, INC.
7068 LEDGESTONE COMMONS
NASHVILLE, TN 37221
PH: (615) 384-4000 • FX: (615) 384-0710
TN CORPORATION #355643

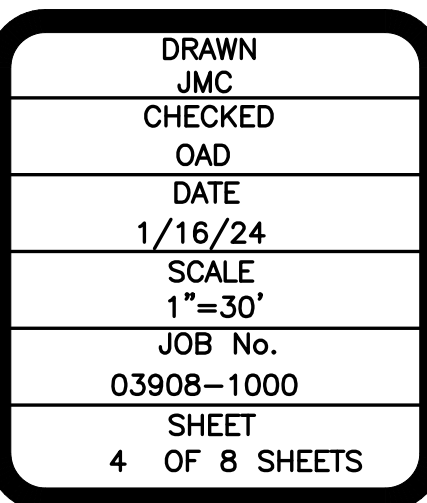


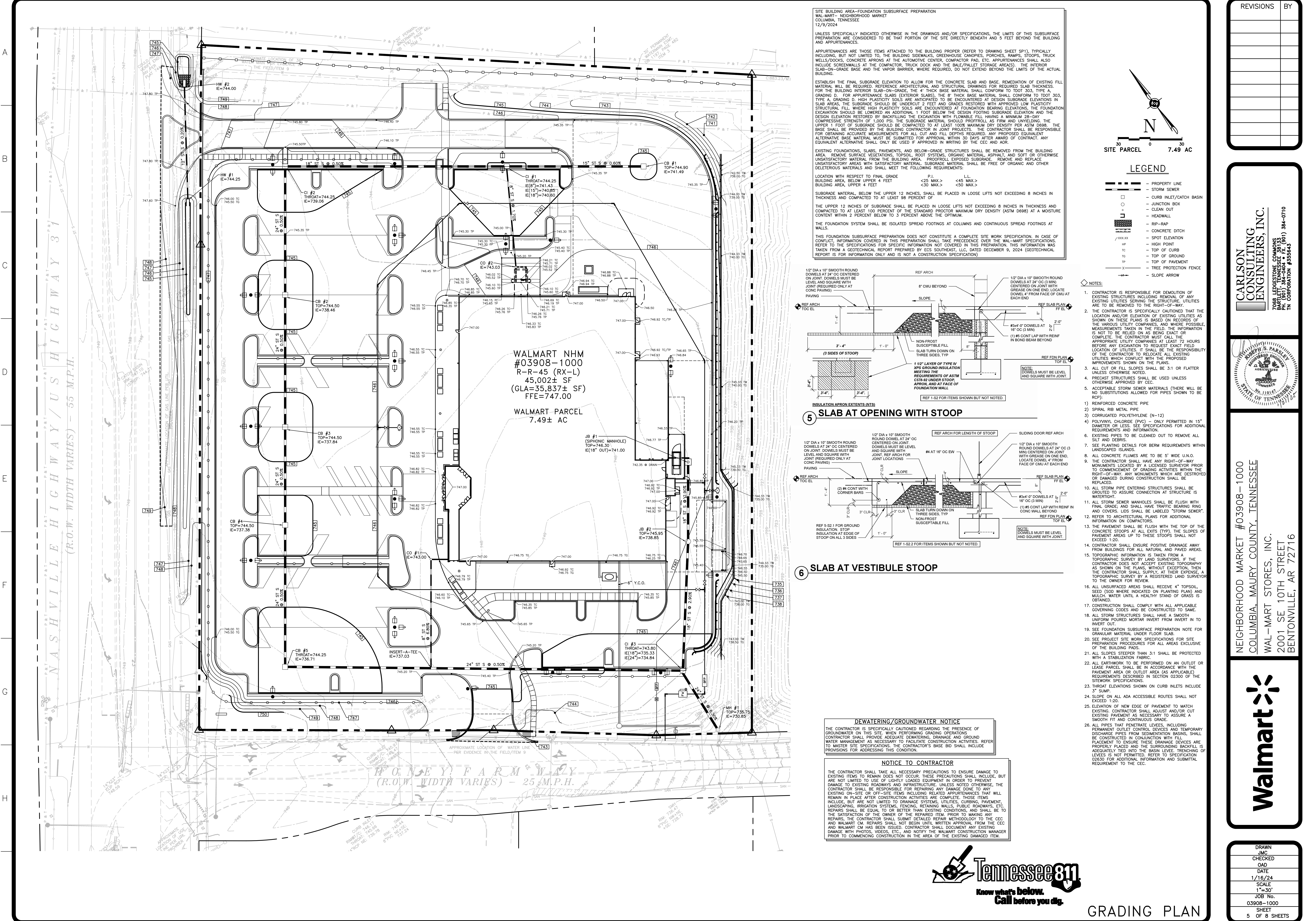
NEIGHBORHOOD MARKET #03908-1000
COLUMBIA, MAURY COUNTY, TENNESSEE
WAL-MART STORES, INC.
2001 SE 10TH STREET
BENTONVILLE, AR 72716



DRAWN JMC
CHECKED OAD
DATE 1/16/24
SCALE 1"=30'
JOB No. 03908-1000
SHEET 3 OF 8 SHEETS

INTERNAL DRIVE LAYOUT





SITE BUILDING AREA-FOUNDATION SUBSURFACE PREPARATION
WAL-MART - NEIGHBORHOOD MARKET
COLUMBIA, TENNESSEE
12/9/2024

UNLESS SPECIFICALLY INDICATED OTHERWISE IN THE DRAWINGS AND/OR SPECIFICATIONS, THE LIMITS OF THIS SUBSURFACE PREPARATION ARE CONSIDERED TO BE THAT PORTION OF THE SITE DIRECTLY BENEATH AND 5 FEET BEYOND THE BUILDING AND APPURTENANCES.

APPURTENANCES ARE THOSE ITEMS ATTACHED TO THE BUILDING PROPER (REFER TO DRAWING SHEET SP1), TYPICALLY INCLUDING, BUT NOT LIMITED TO, THE BUILDING SIDEWALKS, GREENHOUSE CANOPIES, PORCHES, RAMPS, STAIRS, TRUCK WELLS/DOCKS, CONCRETE APRONS AT THE AUTOMOTIVE CENTER, CONTRACTOR PAD, ETC. APPURTENANCES SHALL ALSO INCLUDE SCREENWALLS AT THE COMPACTOR, TRUCK DOCK AND THE BALE/PALLET STORAGE AREA(S). THE INTERIOR SLAB-ON-GRADE BASE AND THE VAPOR BARRIER, WHERE REQUIRED, DO NOT EXTEND BEYOND THE LIMITS OF THE ACTUAL BUILDING.

ESTABLISH THE FINAL SUBGRADE ELEVATION TO ALLOW FOR THE CONCRETE SLAB AND BASE. REMEDIATION OF EXISTING FILL MATERIAL WILL BE REQUIRED. REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR REQUIRED SLAB THICKNESS. FOR THE BUILDING INTERIOR SLAB-ON-GRADE, THE 4" THICK BASE MATERIAL SHALL CONFORM TO DOT 303, TYPE A GRADING D. FOR APPURTENANCE SLABS (EXTERIOR SLABS), THE 8" THICK BASE MATERIAL SHALL CONFORM TO DOT 303, TYPE A. GRADING D. HIGH PLASTICITY SOILS ARE ANTICIPATED TO BE ENCOUNTERED AT DESIGN SUBGRADE ELEVATIONS IN SLAB AREAS. THE GRADES SHOULD BE CONFINED TO 2 FEET AND GRADES SHOULD APPROXIMATELY LOW PLASTICITY STRUCTURAL FILL. WHERE HIGH PLASTICITY SOILS ARE ENCOUNTERED AT FOUNDATION BEARING ELEVATIONS, THE FOUNDATION EXCAVATION SHOULD BE LOWERED AN ADDITIONAL 1 FOOT BELOW THE DESIGN FOOTING SUBGRADE ELEVATION AND THE DESIGN ELEVATION RESTORED BY BACKFILLING THE EXCAVATION WITH FLOWABLE FILL HAVING A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 1,000 PSI. THE SUBGRADE MATERIAL SHOULD PROFFROLL AS FIRM AND UNYIELDING. THE UPPER 1 FOOT OF SUBGRADE SHOULD BE COMPACTED TO AT LEAST 100 PERCENT MAXIMUM DRY DENSITY PER ASTM D698. THE BASE SHALL BE PROVIDED BY THE BUILDING CONTRACTOR IN JOINT PROJECTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCURATE MEASUREMENTS FOR ALL CUT AND FILL DEPTHS REQUIRED. ANY PROPOSED EQUIVALENT ALTERNATIVE BASE MATERIAL MUST BE SUBMITTED FOR APPROVAL WITHIN 30 DAYS AFTER AWARD OF CONTRACT. ANY EQUIVALENT ALTERNATIVE SHALL ONLY BE USED IF APPROVED IN WRITING BY THE CEC AND ADR.

EXISTING FOUNDATIONS, SLABS, PAVEMENTS, AND BELOW-GRADE STRUCTURES SHALL BE REMOVED FROM THE BUILDING AREA. REMOVE VEGETATIONS, TOPSOIL, ROOT SYSTEMS, ORGANIC MATERIAL, ASPHALT, AND SOFT OR OTHERWISE UNSATISFACTORY MATERIAL FROM THE BUILDING AREA. PROFFROLL EXPOSED SUBGRADE. REMOVE AND REPLACE UNSATISFACTORY AREAS WITH SATISFACTORY MATERIAL. SUBGRADE MATERIAL SHALL BE FREE OF ORGANIC AND OTHER DELTERIOUS MATERIALS AND SHALL MEET THE FOLLOWING REQUIREMENTS:

LOCATION WITH RESPECT TO FINAL GRADE
BUILDING AREA, BELOW UPPER 4 FEET
BUILDING AREA, UPPER 4 FEET

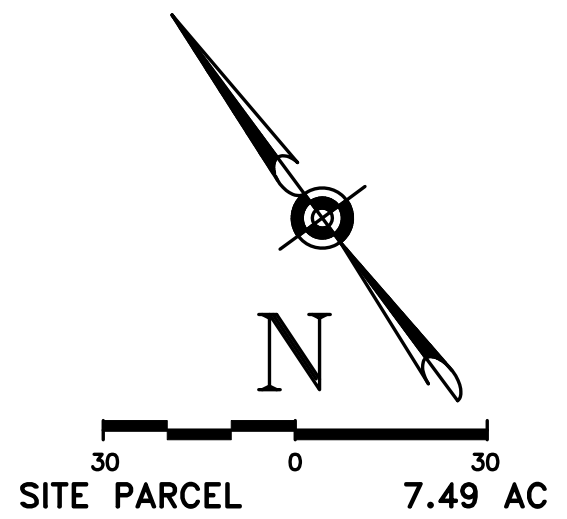
P1 <25 MAX. >
P2 <30 MAX. >
LL <45 MAX. >
L2 <50 MAX. >

SUBGRADE MATERIAL, BELOW THE UPPER 12 INCHES, SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8 INCHES IN THICKNESS AND COMPACTED TO AT LEAST 98 PERCENT OF

THE UPPER 12 INCHES OF SUBGRADE SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8 INCHES IN THICKNESS AND COMPACTED TO AT LEAST 100 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D698) AT A MOISTURE CONTENT WITHIN 2 PERCENT BELOW TO 3 PERCENT ABOVE THE OPTIMUM.

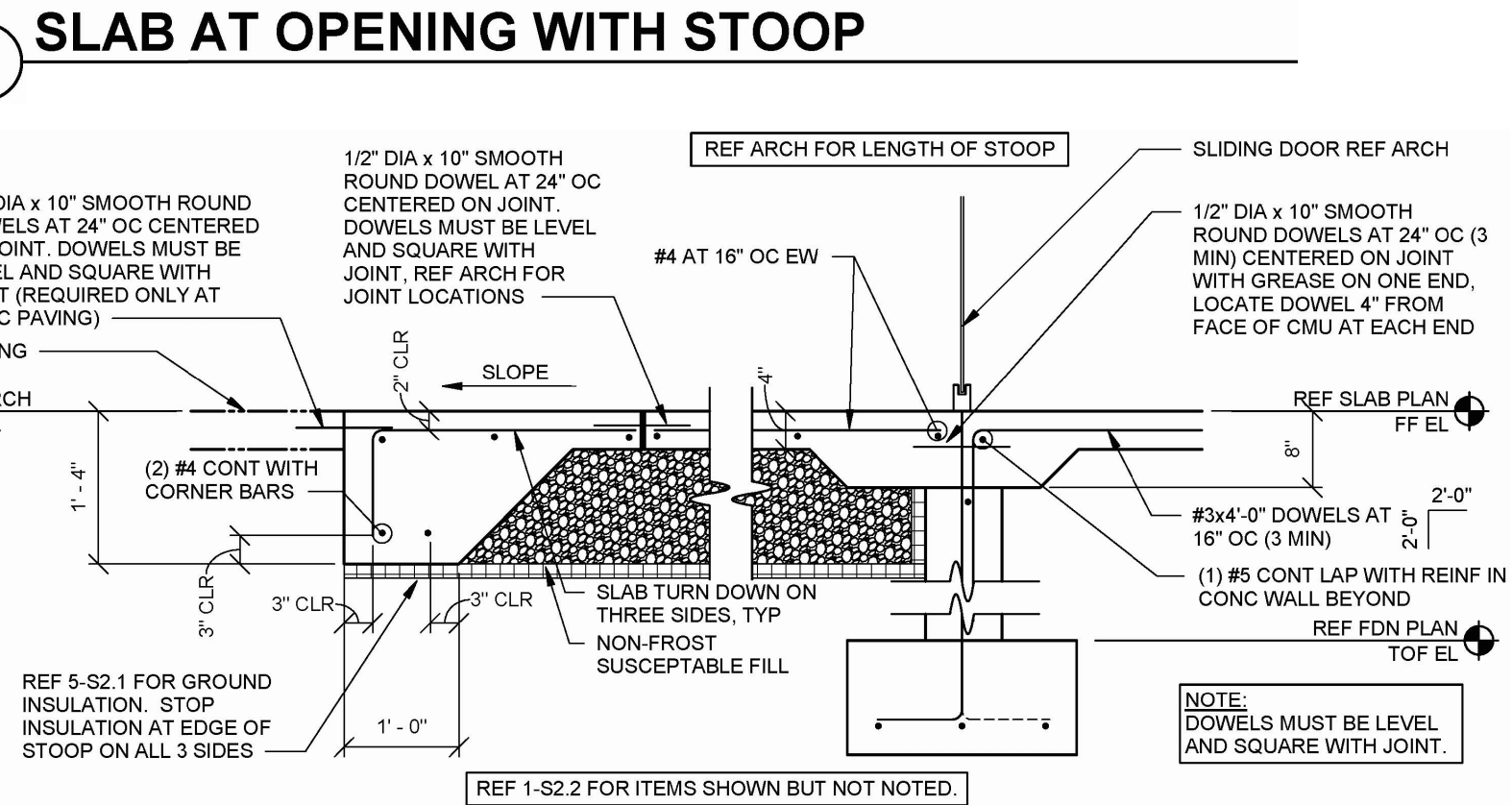
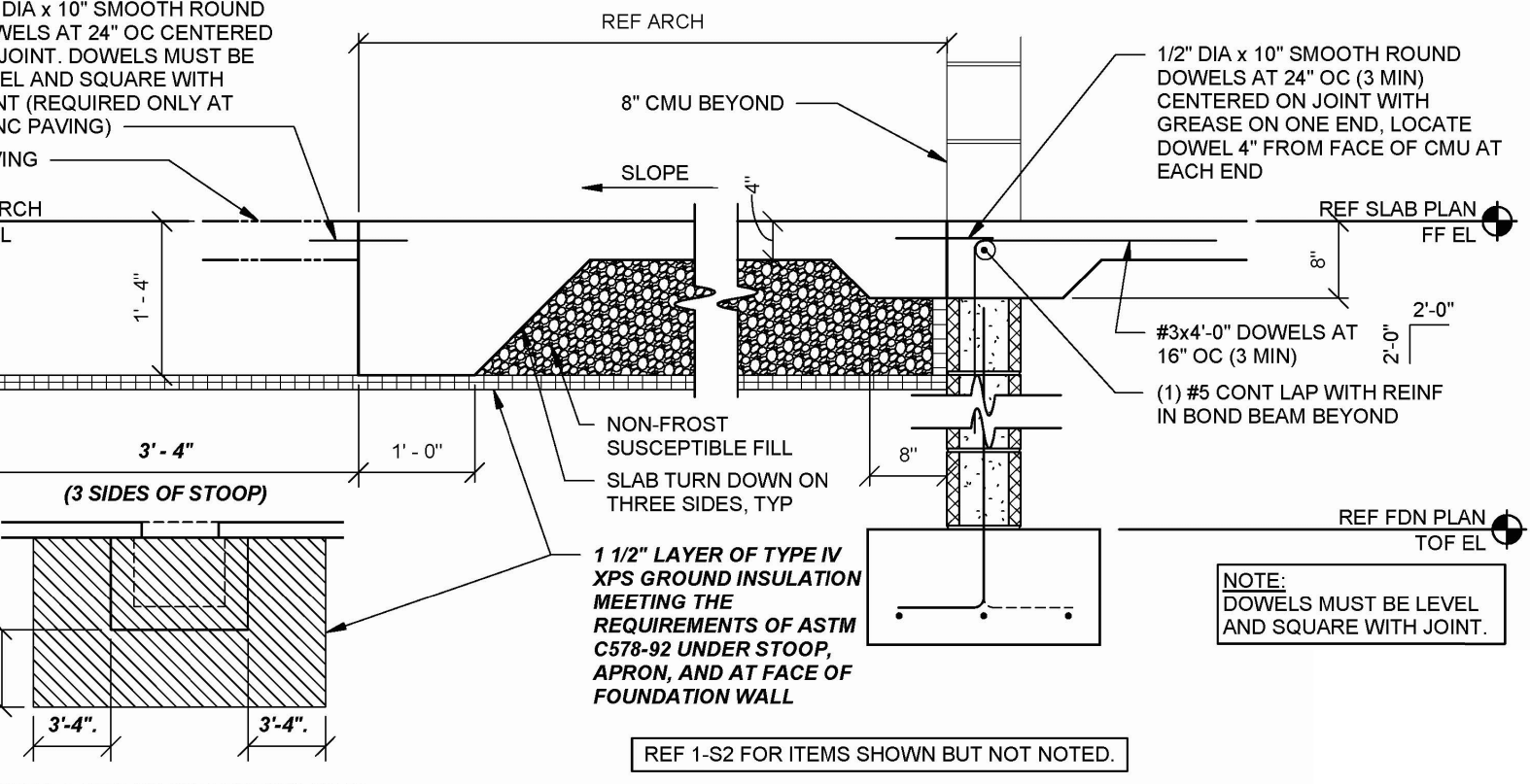
THE FOUNDATION SYSTEM SHALL BE ISOLATED SPREAD FOOTINGS AT COLUMNS AND CONTINUOUS SPREAD FOOTINGS AT WALLS.

THIS FOUNDATION SUBSURFACE PREPARATION DOES NOT CONSTITUTE A COMPLETE SITE WORK SPECIFICATION. IN CASE OF CONFLICT, INFORMATION COVERED IN THIS PREPARATION SHALL TAKE PRECEDENCE OVER THE WAL-MART SPECIFICATIONS. REFER TO THE SPECIFICATIONS FOR SPECIFIC INFORMATION NOT COVERED IN THIS PREPARATION. THIS INFORMATION WAS TAKEN FROM A GEOTECHNICAL REPORT PREPARED BY EGS SOUTHEAST, LLC, DATED DECEMBER 9, 2024 (GEOTECHNICAL REPORT IS FOR INFORMATION ONLY AND IS NOT A CONSTRUCTION SPECIFICATION)



- LEGEND**
- PROPERTY LINE
 - - - STORM SEWER
 - CURB INLET/CATCH BASIN
 - JUNCTION BOX
 - CLEAN OUT
 - HEADWALL
 - - - RIP-RAP
 - CONCRETE DITCH
 - SPOT ELEVATION
 - HP HIGH POINT
 - TC TOP OF CURB
 - TO TOP OF GROUND
 - TP TOP OF PAVEMENT
 - X TREE PROTECTION FENCE
 - SLOPE ARROW

- NOTES:**
- CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.
 - THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
 - ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
 - PRECAST STRUCTURES SHALL BE USED UNLESS OTHERWISE APPROVED BY CEC.
 - ACCEPTABLE STORM SEWER MATERIALS (THERE WILL BE NO SUBSTITUTIONS ALLOWED FOR PIPES SHOWN TO BE ROP):
 - 1) REINFORCED CONCRETE PIPE
 - 2) SPIRAL RIB METAL PIPE
 - 3) CORRUGATED POLYETHYLENE (N-12)
 - 4) POLYVINYL CHLORIDE (PVC) - ONLY PERMITTED IN 15" DIAMETER OR LESS. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND INFORMATION.
 - EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
 - SEE PLANTING DETAILS FOR BERM REQUIREMENTS WITHIN LANDSCAPED ISLANDS.
 - ALL CONCRETE FLUMES ARE TO BE 5' WIDE U.N.O.
 - THE CONTRACTOR SHALL HAVE ANY RIGHT-OF-WAY MONUMENTS LOCATED BY A LICENSED SURVEYOR PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES WITHIN THE RIGHT-OF-WAY. ANY MONUMENTS WHICH ARE DESTROYED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED.
 - ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUDED TO ASSURE CONNECTION AT STRUCTURE IS WATER TIGHT.
 - ALL STORM SEWER MANHOLES SHALL BE FLUSH WITH FINAL GRADE, AND SHALL HAVE TRAFFIC BEARING RING. CONCRETE STORM SEWERS SHALL BE LABELED "STORM SEWER". REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION ON COMPACTORS.
 - THE PAVEMENT SHALL BE FLUSH WITH THE TOP OF THE CONCRETE STOOPS AT ALL EXITS (TYP). THE SLOPES OF PAVEMENT AREAS UP TO THESE STOOPS SHALL NOT EXCEED 1:20.
 - CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
 - TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
 - ALL UNSURFACED AREAS SHALL RECEIVE 4" TOPSOIL, SEED (SOD WHERE INDICATED ON PLANTING PLAN) AND MULCH. WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
 - CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
 - ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR INVERT FROM INVERT IN TO INVERT OUT.
 - SEE FOUNDATION SUBSURFACE PREPARATION NOTE FOR GRANULAR MATERIAL UNDER FLOOR SLAB.
 - SEE PROJECT SITE WORK SPECIFICATIONS FOR SITE PREPARATION PROCEDURES FOR ALL AREAS EXCLUSIVE OF THE BUILDING PADS.
 - ALL SLOPES STEEPER THAN 3:1 SHALL BE PROTECTED WITH A STABILIZATION FABRIC.
 - ALL EXISTING TO BE PERFORMED ON AN OUTLOT OR LEASE PARCEL SHALL BE IN ACCORDANCE WITH THE PAVEMENT AREA OR OUTLOT AREA (AS APPLICABLE) REQUIREMENTS DESCRIBED IN SECTION 02300 OF THE SITEMARK SPECIFICATIONS.
 - THROAT ELEVATIONS SHOWN ON CURB INLETS INCLUDE 3" SUMP.
 - SLOPE ON ALL ADA ACCESSIBLE ROUTES SHALL NOT EXCEED 1:20.
 - ELEVATION OF NEW EDGE OF PAVEMENT TO MATCH EXISTING. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
 - ALL PIPES THAT PENETRATE LEVELS, INCLUDING PERMANENT OUTLET CONTROL DEVICES AND TEMPORARY DISCHARGE PIPES FROM SEDIMENTATION BASINS, SHALL BE CONSTRUCTED IN CONJUNCTION WITH FILL PLACEMENT TO ENSURE THESE DRAINAGE DEVICES ARE PROPERLY PLACED AND THE SURROUNDING BACKFILL IS ADEQUATELY TYPED INTO THE BASIN LEVEL. TRENCHING OF LEVELS IS NOT PERMITTED. REFER TO SPECIFICATION 02630 FOR ADDITIONAL INFORMATION AND SUBMITTAL REQUIREMENT TO THE CEC.

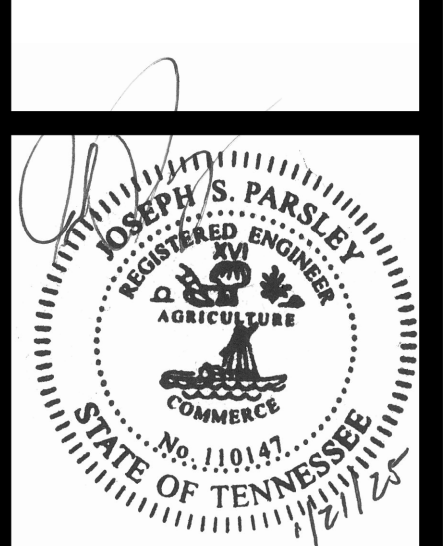


DEWATERING/GROUNDWATER NOTICE
THE CONTRACTOR IS SPECIFICALLY CAUTIONED REGARDING THE PRESENCE OF GROUNDWATER ON THIS SITE. WHEN PERFORMING GRADING OPERATIONS CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE, DRAINAGE AND GROUND WATER MANAGEMENT AS NECESSARY TO FACILITATE CONSTRUCTION ACTIVITIES. REFER TO MASTER SITE SPECIFICATIONS, THE CONTRACTOR'S BASE BID SHALL INCLUDE PROVISIONS FOR ADDRESSING THIS CONDITION.

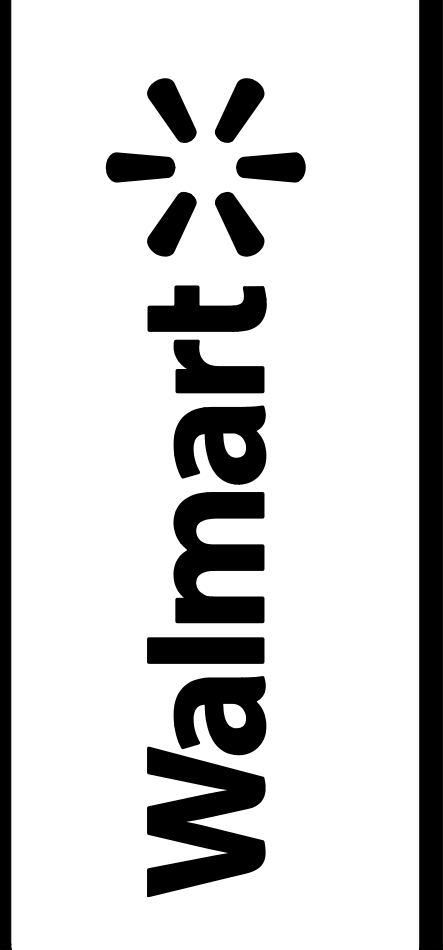
NOTICE TO CONTRACTOR
THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE DAMAGE TO EXISTING ITEMS TO REMAIN DOES NOT OCCUR. THESE PRECAUTIONS SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE USE OF LIGHTLY LOADED EQUIPMENT IN ORDER TO PREVENT DAMAGE TO EXISTING ROADWAYS AND INFRASTRUCTURE. UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY EXISTING ON-SITE OR OFF-SITE ITEMS INCLUDING RELATED APPURTENANCES THAT WILL REMAIN IN PLACE AFTER CONSTRUCTION ACTIVITIES ARE COMPLETE. THOSE ITEMS INCLUDE, BUT ARE NOT LIMITED TO, DRAINAGE SYSTEMS, UTILITIES, CURBING, PAVEMENT, LANDSCAPING, IRRIGATION SYSTEMS, FENCING, RETAINING WALLS, PUBLIC ROADWAYS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS, AND SHALL BE TO THE SATISFACTION OF THE OWNER OF THE REPAIRED ITEM. PRIOR TO MAKING ANY REPAIRS, THE CONTRACTOR SHALL SUBMIT DETAILED REPAIR METHODOLOGY TO THE CEC AND WALMART CM. REPAIRS SHALL NOT BEGIN UNTIL WRITTEN APPROVAL FROM THE CEC AND WALMART CM HAS BEEN ISSUED. CONTRACTOR SHALL DOCUMENT ANY EXISTING DAMAGE WITH PHOTOS, VIDEOS, ETC., AND NOTIFY THE WALMART CONSTRUCTION MANAGER PRIOR TO COMMENCING CONSTRUCTION IN THE AREA OF THE EXISTING DAMAGED ITEM.

REVISIONS	BY

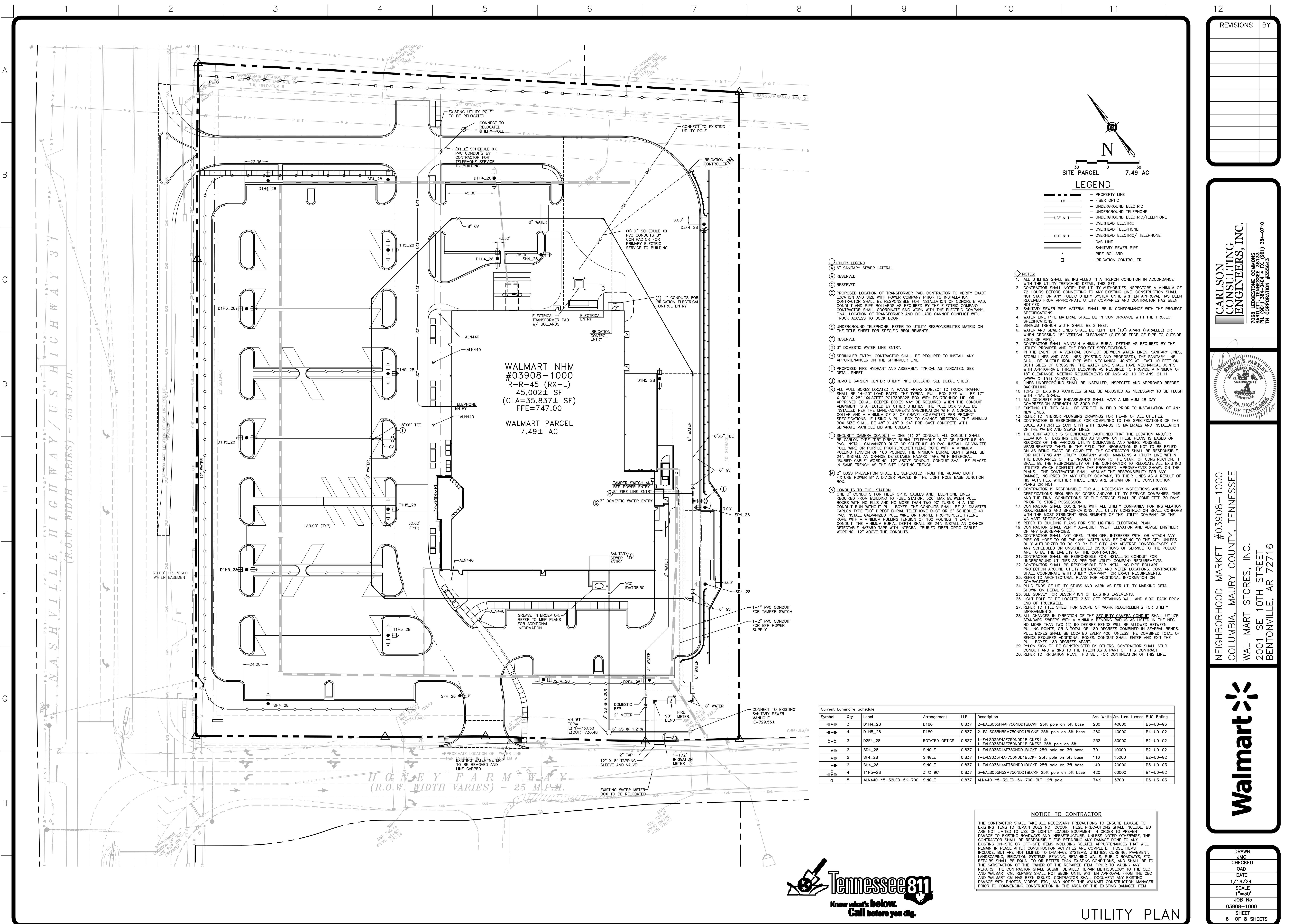
CARLSON CONSULTING ENGINEERS, INC.
7008 LEDGESTONE COMMONS
PH. (601) 384-1000 • FX. (601) 384-0710
TN CORPORATION #355643



NEIGHBORHOOD MARKET #03908-1000
COLUMBIA, MAURY COUNTY, TENNESSEE
WAL-MART STORES, INC.
2001 SE 10TH STREET
BENTONVILLE, AR 72716



DRAWN	JMC
CHECKED	OAD
DATE	1/16/24
SCALE	1"=30'
JOB NO.	03908-1000
SHEET	5 OF 8 SHEETS



REVISIONS

BY

CARLSON CONSULTING ENGINEERS, INC.

7068 LEDGESTONE COMMONS
NASHVILLE, TN 37204
PH: (615) 384-1400 • FAX: (615) 384-0710
TN CORPORATION #355643

NEIGHBORHOOD MARKET #03908-1000

COLUMBIA, MAURY COUNTY, TENNESSEE

WAL-MART STORES, INC.

2001 SE 10TH STREET

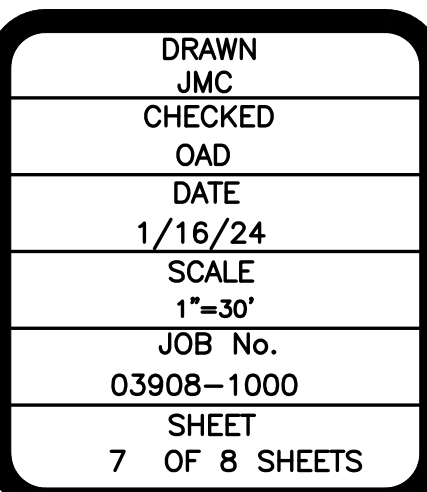
BENTONVILLE, AR 72716

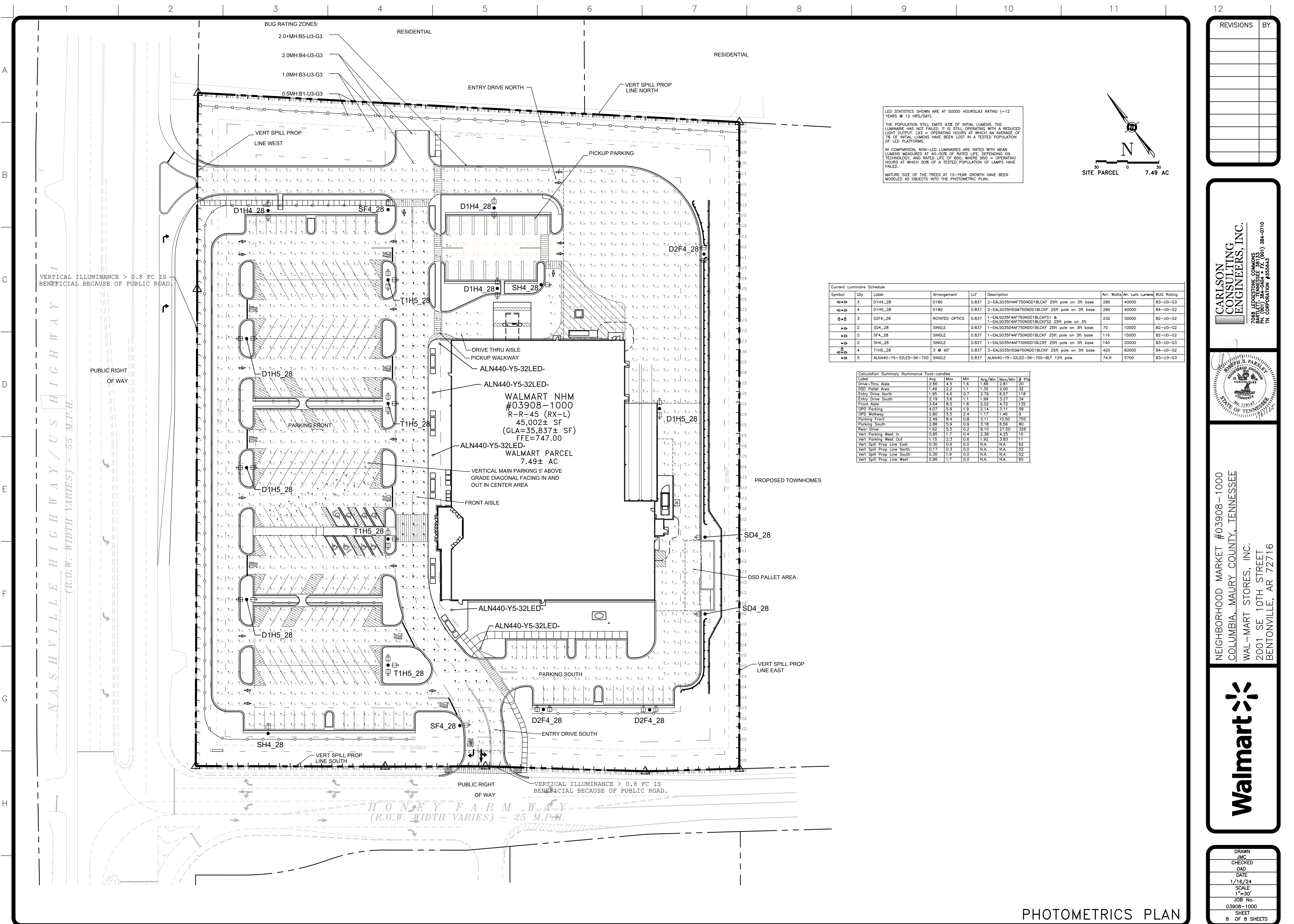
DRAWN
JMC
CHECKED
OAD
DATE
1/16/24
SCALE
1"=30'
JOB No.
03908-1000
SHEET
6 OF 8 SHEETS

Tennessee 811

Know what's below.
Call before you dig.

UTILITY PLAN





LED STATISTICS SHOWN ARE AT 50000 HOURS L93 (~12 YEARS @ 12 HRS/DAY).
THE POPULATION STILL EMITS 93% OF INITIAL LUMENS. THE LUMINAIRE HAS NOT FAILED. IT IS STILL OPERATING WITH A REDUCED LIGHT OUTPUT. L93 = OPERATING HOURS AT WHICH AN AVERAGE OF 7% OF INITIAL LUMENS HAVE BEEN LOST IN A TESTED POPULATION OF LED PLATFORMS.
IN COMPARISON, NON-LED LUMINAIRES ARE RATED WITH MEAN LUMENS MEASURED AT 40-50% OF RATED LIFE. DEPENDING ON TECHNOLOGY, AND RATED LIFE OF 850, WHERE 850 = OPERATING HOURS AT WHICH 50% OF A TESTED POPULATION OF LAMPS HAVE FAILED.
MATURE SIZE OF THE TREES AT 10-YEAR GROWTH HAVE BEEN MODELED AS OBJECTS INTO THE PHOTOMETRIC PLAN.

Current Luminaire Schedule									
Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Arr. Lum. Lumens	BUG Rating	
◀▶	3	D1H4_28	D180	0.837	2-EALS035H4AF750ND01BLCKF 25ft pole on 3ft base	280	40000	B3-U0-G3	
◀▶	4	D1H5_28	D180	0.837	2-EALS035H5SM750ND01BLCKF 25ft pole on 3ft base	280	40000	B4-U0-G2	
⬅➡	3	D2F4_28	ROTATED OPTICS	0.837	1-EALS035F4AF750ND01BLCKFS1 & 1-EALS035F4AF750ND01BLCKFS2 25ft pole on 3ft base	232	30000	B2-U0-G2	
➡	2	SD4_28	SINGLE	0.837	1-EALS035D4AF750ND01BLCKF 25ft pole on 3ft base	70	10000	B2-U0-G2	
➡	2	SF4_28	SINGLE	0.837	1-EALS035F4AF750ND01BLCKF 25ft pole on 3ft base	116	15000	B2-U0-G2	
➡	2	SH4_28	SINGLE	0.837	1-EALS035H4AF750ND01BLCKF 25ft pole on 3ft base	140	20000	B3-U0-G3	
⬅	4	T1H5_28	3 @ 90°	0.837	3-EALS035H5SM750ND01BLCKF 25ft pole on 3ft base	420	60000	B4-U0-G2	
⬅	5	ALN440-Y5-32LED-SK-700	SINGLE	0.837	ALN440-Y5-32LED-SK-700-BLT 12ft pole	74.9	5700	B3-U3-G3	

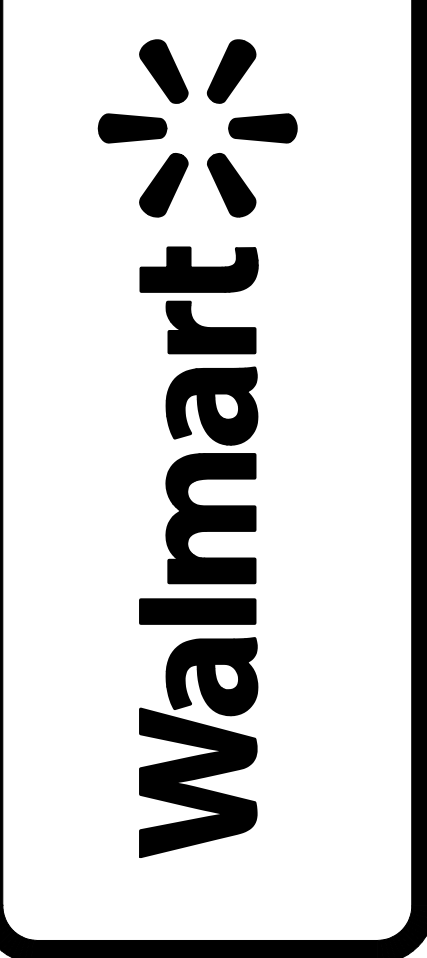
Calculation Summary Illuminance Foot-candles						
Label	Avg	Max	Min	Avg/Min	Max/Min	# Pts
Drive-Thru Aisle	2.65	4.5	1.6	1.65	2.81	20
DSD Pallet Area	1.49	2.2	1.1	1.35	2.00	32
Entry Drive North	1.95	4.6	0.7	2.79	6.57	118
Entry Drive South	2.19	3.6	1.1	1.98	3.27	34
Front Aisle	3.64	8.5	1.8	2.02	4.72	135
OPD Parking	4.07	5.9	1.9	2.14	3.11	59
OPD Walkway	2.80	3.5	2.4	1.17	1.46	9
Parking Front	2.49	8.4	0.8	3.11	10.50	755
Parking South	2.86	5.9	0.9	3.18	6.56	80
Rear Drive	1.82	5.5	0.2	8.10	27.50	326
Vert Parking West In	0.95	1.7	0.4	2.38	4.25	10
Vert Parking West Out	1.15	2.3	0.6	1.92	3.83	11
Vert Spill Prop Line East	0.30	0.6	0.0	N.A.	N.A.	82
Vert Spill Prop Line North	0.17	0.3	0.0	N.A.	N.A.	52
Vert Spill Prop Line South	0.30	1.9	0.0	N.A.	N.A.	52
Vert Spill Prop Line West	0.96	1.7	0.0	N.A.	N.A.	65

REVISIONS	BY

CARLSON CONSULTING ENGINEERS, INC.
7068 LEDGESTONE COMMONS
PH. (601) 384-4400 • FAX (601) 384-0710
TN CORPORATION #355643

MAURY COUNTY, TENNESSEE
AGRICULTURE
COUNTY
No. 110187
JAN 1997

NEIGHBORHOOD MARKET #03908-1000
COLUMBIA, MAURY COUNTY, TENNESSEE
WAL-MART STORES, INC.
2001 SE 10TH STREET
BENTONVILLE, AR 72716

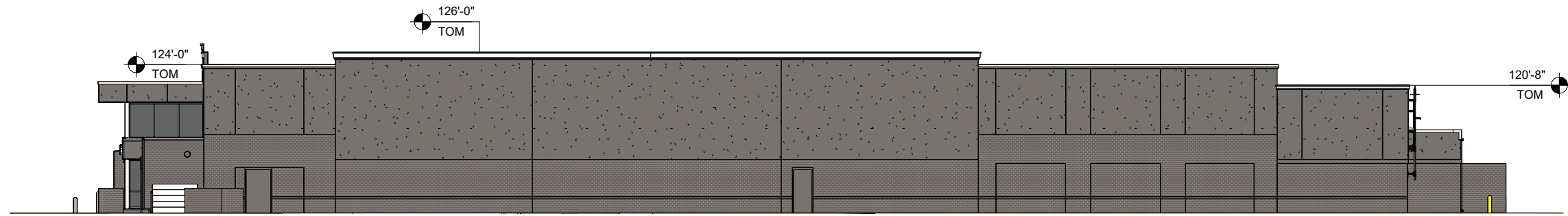


DRAWN	JMC
CHECKED	OAD
DATE	1/16/24
SCALE	1"=30'
JOB No.	03908-1000
SHEET	8 OF 8 SHEETS

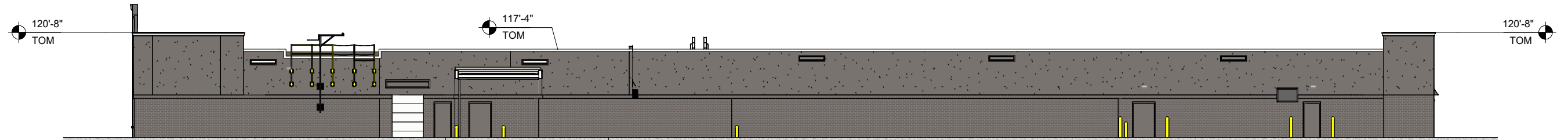
PHOTOMETRICS PLAN

Technical drawing of a Walmart Neighborhood Market monument sign. The sign is blue with white text. The top section is 16'-8" wide and 4'-0" high, containing the word "Walmart". The bottom section is 11'-0" wide and 4'-0" high, containing the words "Neighborhood Market". The sign is mounted on a brick base. Dimensions are provided for the sign face, mounting hardware, and the brick base. Area calculations are shown for the sign face and the brick base.

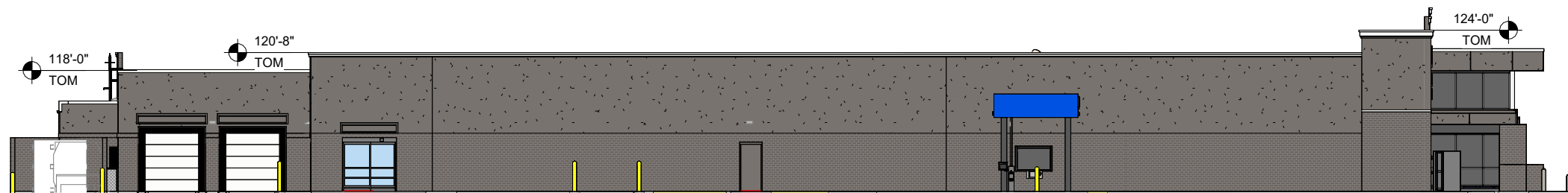
Component	Width	Height	Area (SF)
Walmart Sign Face	16'-8"	4'-0"	66.79
Neighborhood Market Sign Face	11'-0"	4'-0"	33.40



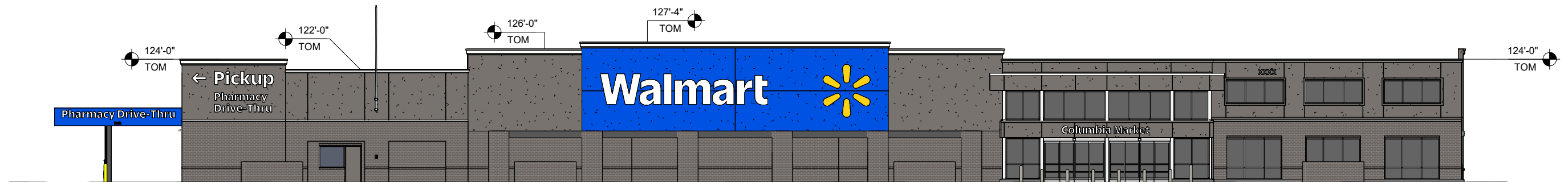
SIDE ELEVATION (SOUTHWEST)



REAR ELEVATION (SOUTHEAST)

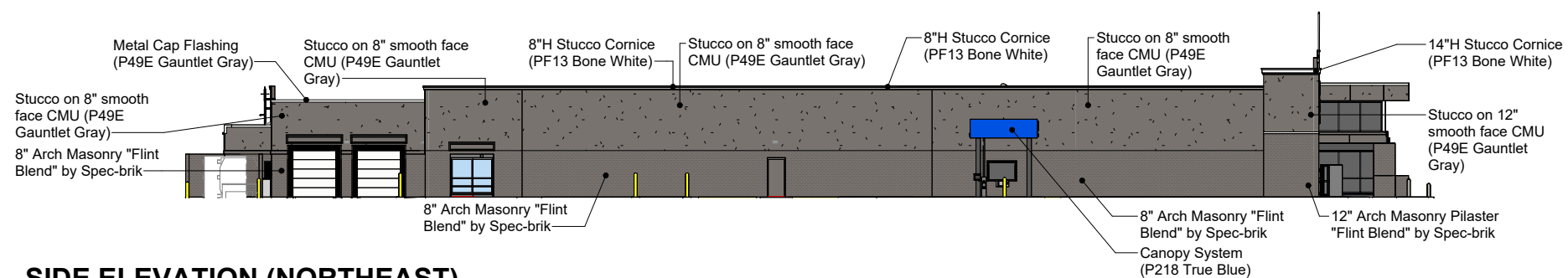
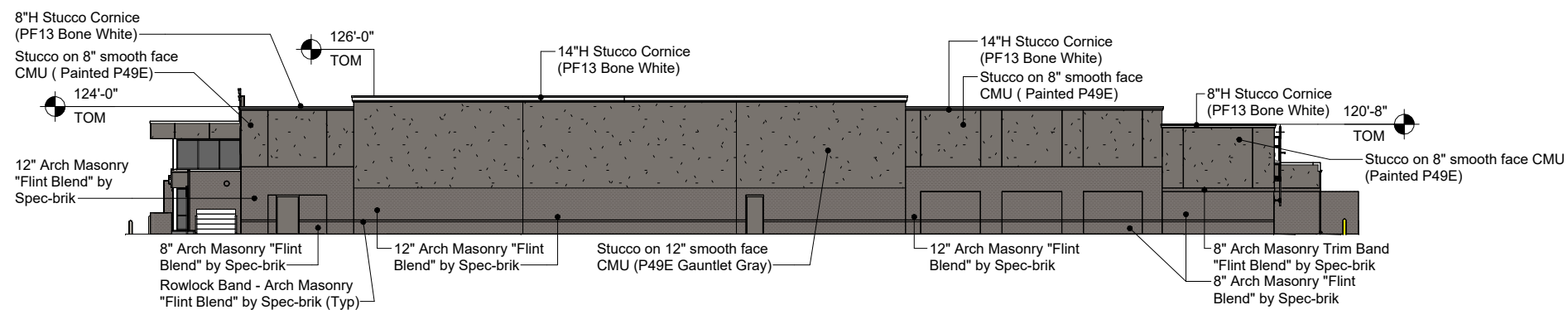
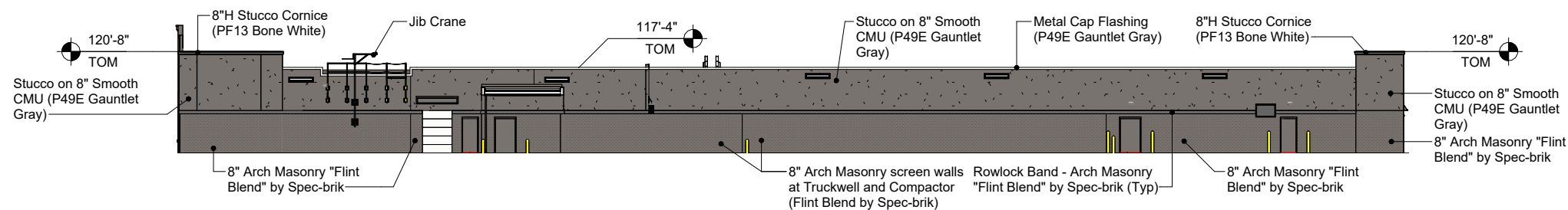
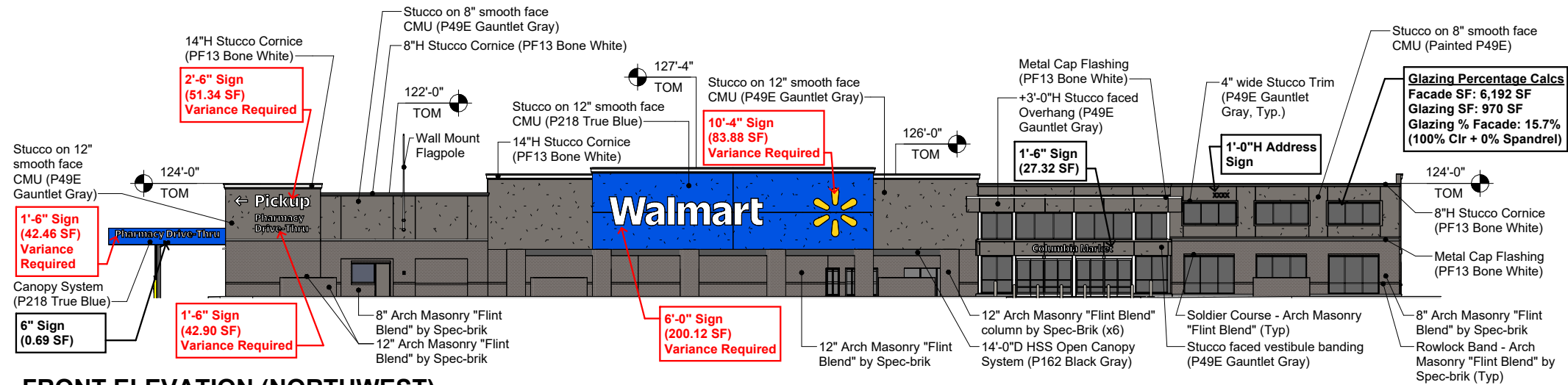


SIDE ELEVATION (NORTHEAST)



FRONT ELEVATION (NORTHWEST)

Paint P49E Gauntlet Gray	Paint P218 True Blue	Paint P162E Black Gray	Aluminum Brake Cladding and Automatic Doors - Clear Anodized finish	Architectural Masonry "Flint Blend" by Spec-Brik





Perspective - Honey Farm Way - South



Perspective - Parking Front RX Corner



Perspective - Parking Front SW Corner

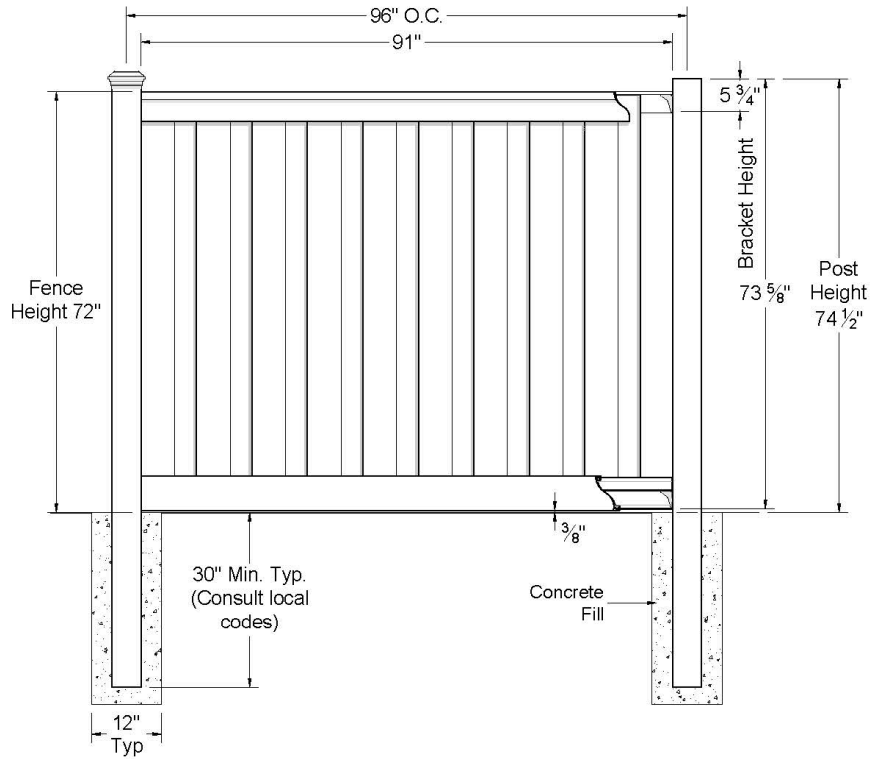


Perspective - Monument Sign Visibility

Proposed Privacy Fence – 6-Foot Tall Composite Fence

Color: Winchester Grey



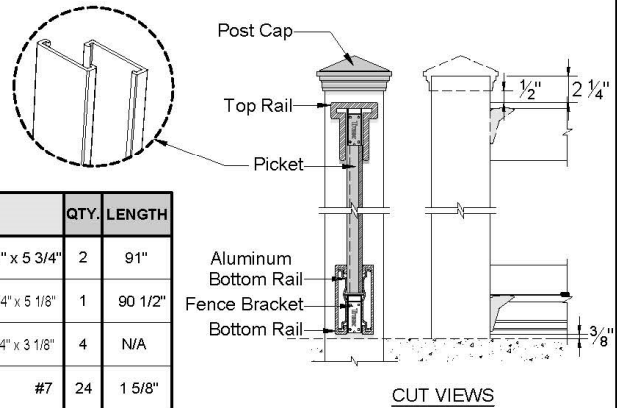


NOTES:

1. INSTALLATION TO BE COMPLETED PER MANUFACTURER'S SPECIFICATION.
2. REFER TO YourNextFence.com FOR CONSTRUCTION DETAILS AND PRODUCT INFORMATION
3. DRAWING NOT TO SCALE.

COMPONENT		QTY.	LENGTH	COMPONENT		QTY.	LENGTH
Post Cap	Pyramid Flat Crown	1	N/A	Bottom Rail / Picket	1" x 5 3/4"	2	91"
Post	5" x 5"	1	108"	Aluminum Bottom Rail	2 3/4" x 5 1/8"	1	90 1/2"
Top Rail	4" x 5"	1	91"	Fence Bracket	1 1/4" x 3 1/8"	4	N/A
Picket	1" x 5 3/4"	19	67"	Ext. Wood Screw	#7	24	1 5/8"

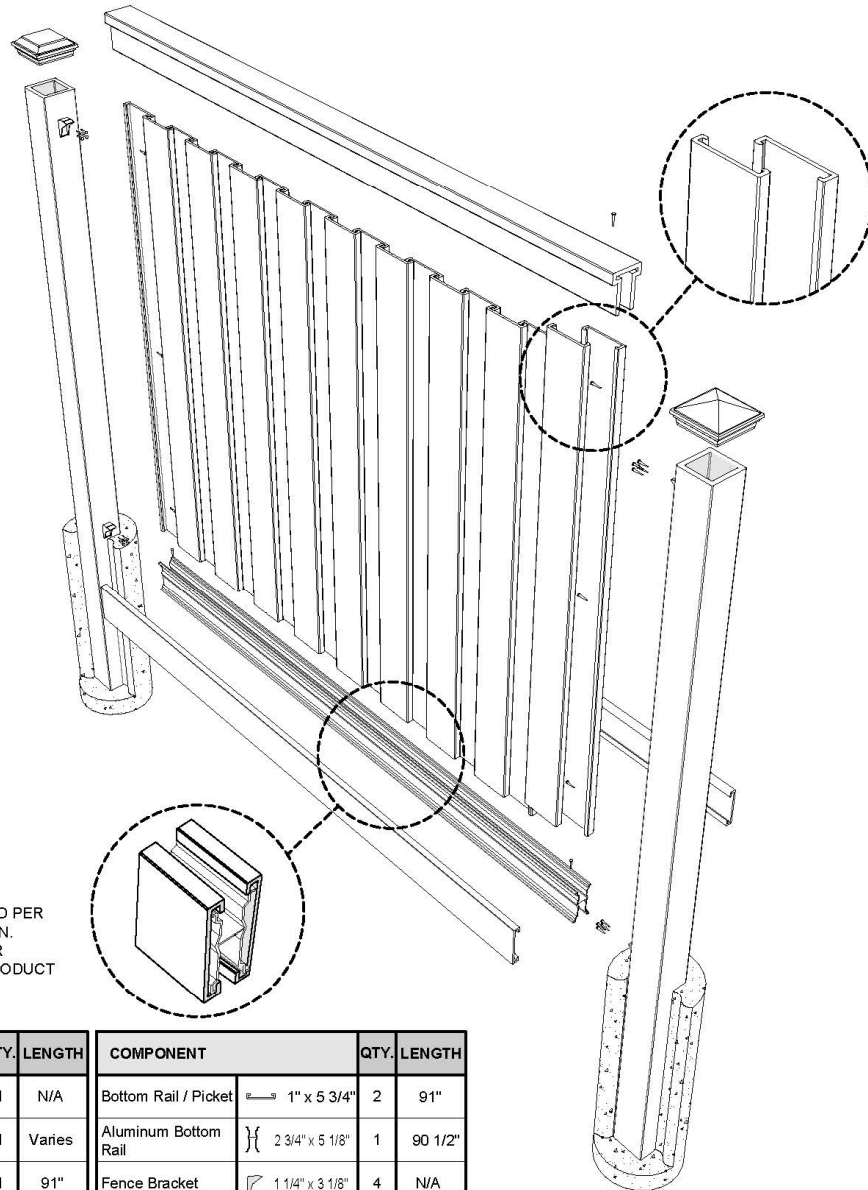
Component lengths may vary



CUT VIEWS

001610

Exploded View



NOTES:

1. INSTALLATION TO BE COMPLETED PER MANUFACTURER'S SPECIFICATION.
2. REFER TO YourNextFence.com FOR CONSTRUCTION DETAILS AND PRODUCT INFORMATION
3. DRAWING NOT TO SCALE.

COMPONENT		QTY.	LENGTH	COMPONENT		QTY.	LENGTH
Post Cap		1	N/A	Bottom Rail / Picket		2	91"
Post	5" x 5"	1	Varies	Aluminum Bottom Rail		1	90 1/2"
Top Rail	4" x 5"	1	91"	Fence Bracket		4	N/A
Picket	1" x 5 3/4"	19	Varies	Ext. Wood Screw		#7 24	1 5/8"

Component lengths may vary

001610

Honey Farm Wal Mart Preliminary PUD Master Plan

Project #:	24-0535	Location:	2248 Nashville Hwy Map 51 Parcel 058
Applicant:	Olivia DuPuy	Case Type(s):	PUD Master Plan
Staff Planner:	Austin Brass, AICP	Proposed Use:	Walmart Neighborhood Market

PROJECT SUMMARY

The applicant seeks approval of a Preliminary Planned Unit Development Master Plan approval for a 45,002 SF grocery retail market within a PUD-MU District. This proposal is located on a vacant 7.49-acre site at the Northeast corner of Honey Farm Way and Nashville Hwy. The item was previously deferred by the applicant from the February 2025 Planning Commission meeting for adequate time and review of staff comments.

The following bullet points list requested deviations that do not comply with the PUD-MU standards of the Zoning Ordinance. Please see applicant response to deviations list in attachments.

- A PUD-MU district requires all lots/building sites to have a maximum width of 180' at the right-of-way. This request divides the site into six individual building sites dedicated to site specific uses of parking while including one building site dedicated to the physical footprint of the Walmart building. Among the six building sites, deviations have been requested for building sites 2 and 3 to exceed 180'. In addition, a deviation request has been noted for other building sites; however, this is the 20% parameters of an administrative adjustment and can be granted by Staff. The applicant's response to this justification has been included in the agenda packet.
- A PUD-MU district requires a 75' buffer per § 4.3.11.H of the Zoning Ordinance where a parcel buffer shall be applied for any new development or structure adjacent to a single-family dwelling. This buffer is required along the northern boundary line of the site. The applicant has requested a deviation for a reduced buffer noting that there is an existing 70' utility easement on the site with overhead electrical lines. The applicant is proposing to provide a 6' wooden fence to provide screening and allow for access to the utility area.
- The applicant is proposing a one-story building. As noted, this requirement is subject to adjacent uses within a PUD-MU district subject to Planning Commission approval. The applicant has responded by providing a prototypical building elevation with tall vestibules and building elements to make the building appear to be a second story. In addition, glazing has been added on the upper sections of the building façade that give the appearance of second story windows.
- The Zoning Ordinance requires retaining walls to be screened by a row of evergreen shrubs planted every five feet on center of the base of the wall with a minimum of 30

inches in height. The applicant is proposing not to provide screening of the retaining wall as the wall is located at the rear of the property behind the proposed building.

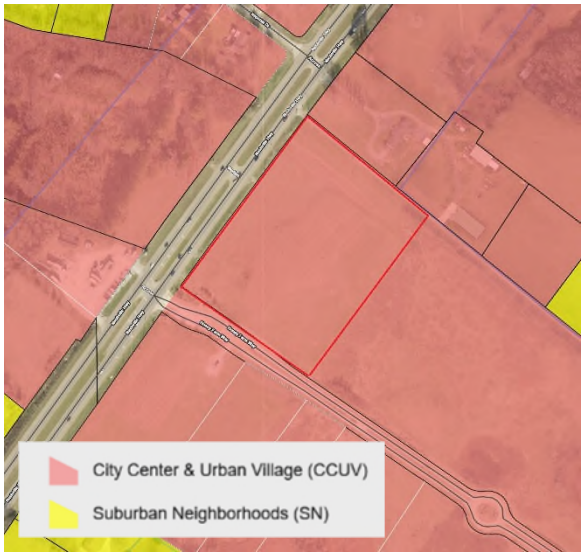
- A PUD-MU district requires all buildings with a retail use to consist of a shopfront façade type. All shopfront façade types require 50% glazing (*glass*) as an element of this façade. The applicant has requested for reduced glazing on the shopfront elevation with 15.7% of clear glass. As noted, clear glass is only permissible to count toward the glazing requirement.
- Food sales with a parking ratio of 1 space per 500 SF for general merchandise sales is required. With an overall building square footage of 45,000 SF. The applicant indicates 195 spaces total including all pickup stalls. The Zoning Ordinance requires a parking ratio to not exceed 30% of the maximum requirement with 166 spaces being the maximum allowed per the Ordinance thus requesting a deviation to exceed the parking count standards.
- This request includes a freestanding monument sign. This sign type is not permitted by right in a PUD-MU district and therefore is included as a signage addition request. The base standards for a monument sign within commercial districts are 50 ft in area with a 10' height maximum. The applicant proposes a 100 SF sign exceeding the allowable area by 50 SF. The applicant has noted that the monument base of this sign will be clad in brick.
- Multiple deviations have been requested for wall mounted signage. Wall mounted signage is permitted at one sign per elevation with a maximum area of 32 SF. Five wall mounted sign faces are proposed on the front elevation that exceed 32 SF. In addition, the southwest elevation enfronting Honey Farm Way proposes a 200' wall sign including an additional 83 SF wall sign. A band sign is proposed on the entrance elevation above the doorway in compliance with this Ordinance.
- Any approval should be conditioned on the timely submittal of "As-approved" plans, which reflect the substance of the plans approved by the Planning Commission, as determined by the Zoning Administrator and the City Engineer.
- The Planning Commission is the **recommending body** to City Council for a Preliminary PUD Master Plan per section 8.5.21.K of the Zoning Ordinance that lists the criteria for Planning Commission action. The Planning Commission will be the decision-making authority for the Final PUD Master.

SITE INFORMATION

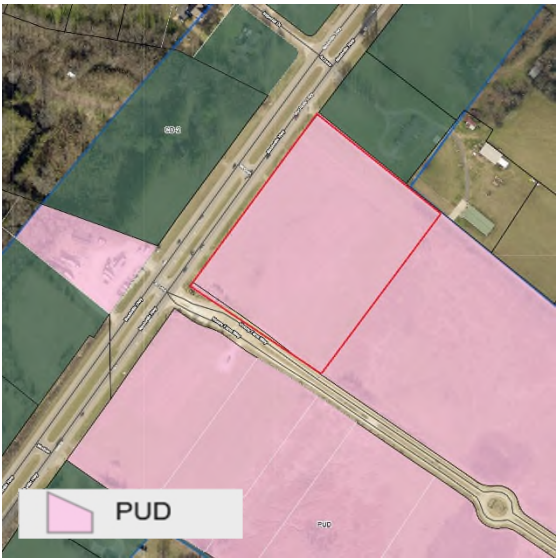
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
PUD-MU	Vacant Land	45,002 SF Wal Mart	+ /- 7.49 acres



FUTURE LAND USE MAP (City Center & Urban Village)



ZONING MAP (PUD-MU)



CONSISTENCY WITH CONNECT COLUMBIA

SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	City Center & Urban Village	PUD-MU	Vacant
North	City Center & Urban Village	CD-2	Single-Family Residential
South	City Center & Urban Village	PUD-MU	Future McDonalds/ Retail
East	City Center & Urban Village	PUD-R & CD-2	Vacant
West	City Center & Urban Village	PUD-MU	Vacant

City Center & Urban Village:

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses are largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes. **Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.**



CITY OF COLUMBIA TENNESSEE PLANNING COMMISSION STAFF REPORT

FEBRUARY 2025
24-0535 NASHVILLE HWY
PRELIMINARY PUD

Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

Form & Pattern

The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms through the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

Implementing Districts

Neighborhood CD-3 (Only where compatible with established pattern)
General Urban CD-4
Urban Center CD-5
General Urban-Corridor CD-4C (only along Arterial roadways)
Urban Center - Corridor CD-5C (only along Arterial roadways)*
Mixed Use PUD-MU
Civic CV

Implementing Standards

General Development Pattern: Mixed Uses & Isolated Uses
Density (density units per acre): ≥ 12 du/ac
Building Height: 1-5 stories
Open Space Elements: Civic Spaces, Parks & Greenways



AREA OF CHANGE

Connect Columbia established the areas of change policy designation for the subject site as *Activate*. The designation includes areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community (Connect Columbia p. 32).



■ Activate (City Policies Foster Proactive Change)
■ Protect (City Policies Minimize Change to Established Land Use)
■ Facilitate (City Facilitates Orderly Market-Driven Change)

CONFORMITY WITH ZONING ORDINANCE

Thoroughfare/ Enfrontment:

A thoroughfare has been added throughout the site in the form of a private, internal drive street section that consists of a required 37' PUDAE with two 11' travel lanes. In addition, the engineering standards require that an internal drive street section consist of a 5' sidewalk and 5' planter strip. The ESS standards do allow for an exception to utilize 5' wide tree wells in lieu of the planter strip. These tree wells have been added to account for 1 tree well per every 50' along the sidewalk frontage adjacent to the physical footprint of the building where a planter strip is not present. The planter strip and sidewalk has continued along the internal drive section that terminates into a right-out, right-in from Nashville Hwy. The purpose of this internal drive street section is to allow for building enfrontment onto a thoroughfare and provide a high standard of pedestrian and vehicular circulation throughout the site.

Landscaping/ Buffering:

This site development plan conforms to all internal landscaping standards for parking lot islands and frontage landscaping. It shall be noted that the applicant has proposed planter boxes in lieu of foundation landscaping at the frontage of the building that is permitted per the Zoning Ordinance. Internal parking lot hedgerows and a 3' aluminum fence has been added that provide for separation and delineation of building sites when utilizing parking lots as the principal use as required Zoning Ordinance. A 3' split rail aluminum fence and hedgerow is indicated around the perimeters of these parking areas. In addition, a PUD-MU district requires a 75' buffer per section 4.3.11.H of the Zoning Ordinance where a parcel buffer shall be applied for any new development or structure adjacent to a single-family dwelling. This buffer is required along the northern boundary line of the site. The applicant has requested a deviation for a reduced buffer noting that there is an existing 70' utility easement on the site with overhead electrical lines. The applicant is proposing to provide a 6' wooden fence to provide screening and allow for access to the utility area along this northern boundary line. A split rail, aluminum fence is proposed above all areas of the rear retaining wall in compliance with the fence standards of the Ordinance.

Parking/Loading:

This site development plan provides all adequate parking layout and orientation requirements per section 4.3.12.C of the Zoning Ordinance. As a parking lot of more than 120 spaces, a pedestrian path is indicated that bisects the parking area with a sidewalk width of 8 ft. ADA compliant parking stalls are located closest to the entrance of the building and provide all van-accessible stalls as required. This site development plan utilizes parking lots as a principle use that is subject to the limited use standards of a wall or continuous evergreen hedgerow of at

least 24 inches and a fence of no more than 48 inches placed around the perimeter of the parking area to prevent encroachment of vehicles into surrounding areas. The applicant has provided this required hedgerow and has provided an aluminum split rail fence around all perimeters of parking areas provided. In addition, this hedgerow and aluminum fence is provided at the entire frontage of the site enfronting Nashville Highway and Honey Farm Way. All loading for delivery vehicles and access is provided at the rear elevation of the building via a defined access driveway that circulates the rear of the site. A parking ratio of 1 space per 200 SF is required for retail food sales a parking ratio of 1 space per 500 SF for general merchandise sales. With an overall building square footage of 45,002 SF; 22,628 SF is dedicated to retail food sales with the provided 114 spaces required. General merchandising accounts for 6,936 SF with a requirement of 14 spaces. With 128 parking spaces required, the applicant indicates 195 spaces that includes pickup stalls. The Zoning Ordinance requires a site parking ratio not to exceed 30% of the maximum requirement with 166 spaces being the maximum allowed per the Ordinance.

Lots, Building Sites & Bulk Standards:

- **The proposed Planned Unit Development Preliminary Master Plan conforms to the bulk standards of the Ordinance within a PUD-MU District.**
 - All proposed uses must conform to the uses as outlined in § 4.3.9.A-1 of the Zoning Ordinance. The Zoning Ordinance permits retail sales in a PUD-MU district.
 - This site plan includes deviations from the base standards within a PUD-MU District that outline all required design standards. These deviations include increased building site widths, fence placement in lieu of parcel buffer landscaping on north boundary line, and a proposal for a one-story building with reduced glazing.
 - Staff prepared the tables below to demonstrate how the proposed development conforms to the bulk and design standards of the Zoning Ordinance. Table 1 describes applicable bulk standards per the Zoning Ordinance for a PUD-MU character district in which the subject property is zoned. Table 2 describes the design standards of the Zoning Ordinance per § 4.3.1-M of the Zoning Ordinance within a PUD-MU District.

Table 1 (PUD-MU) Mixed Use Planned Unit Development Bulk Standards		
Bulk Standards:	Required	Proposed
Minimum Lot/ Building Site Width Minimum and Maximum:	18 ft. min/ 180 ft. max	Building Lot 1: 189' Building Lot 2: 223' Building Lot 3: 248' Building Lot 4: 160' Building Lot 5: 158'

		Building Lot 6: 188'
Lot/Building Enfrontment:	Facades must have main entrance in principle of building frontage	The façade of the building enfronts a dedicated internal drive street section.
Building Height:	2 stories minimum <i>*Subject to adjacent uses in PUD MU per Planning Commission</i>	1 story
Frontage Buildout:	60% minimum	100%
Setbacks:	Principal Buildings Front: – 0-20 ft. Side: – 0' attached, 10 ft-24ft. Rear: NR.	Front: – 5 +/-' Side: - 0' Rear: NR

Architectural Design Standards:

Table-2 (PUD-MU) Mixed Use Planned Unit Development Architectural Standards		
Design Standards:	Required	Proposed
Main Entrance:	Main Entrance must be in Façade of Principal Frontages.	Main entrance enfronts a defined internal drive street section.
Vertical Composition:	Identifiable Base, Middle, & Cap	The faced includes a defined base, middle, and cap.
Façade Position & Façade Articulation:	Main entrance at façade & position parallel to frontage line. A façade greater than 100' shall be differentiated so that it appears to be comprised of two or more adjacent buildings.	The principal frontage is parallel to the frontage line and provides the façade into segments separated by cornice height and wall materials and includes modulation every 100' by separation of vertical and horizontal elements. Additional Brick has been added on rear elevation.
Façade Openings:	20 ft. or less spacing for windows/doors	All windows appear to be 20 ft or less with no blank facades.
Façade Glazing:	20-60 % non-shopfront, 50% for shopfront	Façade: 15.7% (50% required as a shopfront façade type)
Window Shape:	Square or vertical proportions	All windows are square or vertical proportioned
Window Alignment:	Upper floor windows and other features must be	All upper floor windows are aligned correctly.

	aligned with those of first floor	
Window Types:	Single-hung, double-hung, casement.	All windows adhere to the window type standards as described.
Window Glazing Material:	Clear	All windows proposed to be clear glass.
Window Trim in 1st Layer:	Min 4 in. trim with sill and top plate/ soldier course above lintel and rowlock course below sill	Elevations contain window trim and rowlock and soldier course around window areas where brick is used as a façade material.
Shutters:	Functional to cover half of window width/ shutter dogs	Shutters are not proposed on windows.
Façade Window Sill Height:	5 ft. min above grade (residential only)	N/A (<i>Commercial uses do not have this requirement</i>)
Façade Variety:	No façade may exist more than once on a block face or within view of same façade	This is a single site building with one façade. The request includes an extended canopy in the center façade with five defined brick columns to add modulation to the façade type.
Roof Type & Pitch:	Hip/ Gable/ Flat	Flat
Primary Building Materials:	Brick, Fiber Cement Board, Wood, Authentic stucco over masonry	All elevations indicate a primary façade material of brick and CMU block with a smooth stucco coating.
Foundation Cladding:	Brick or Natural Stone	Brick
Building Colors:	Up to 3 colors, including the natural color of any allowed materials, but excluding trim color.	Does not exceed 3 colors.

REVIEW PROCESS

Section 8.3.3.B.7 of the Zoning Ordinance authorizes the Planning Commission to make “Recommendations to the City Council on a preliminary Master PUD Development Plan.” Sections 8.5.21.B.3 and 8.5.21.K of the Zoning Ordinance establish the criteria for Planning Commission review and action on the proposed Preliminary PUD Master Plan.

8.5.21.B Master PUD Development Plan Approval

3. Without limitation to Section 8.5.21.B.2 above, approval of Rezoning of property to a PUD District, Zoning Text Amendment application related to a PUD, or a Master PUD Development Plan are subject to the Planning Commission’s and the City Council’s first making formal,

written findings regarding each of the items listed in Section 8.5.21.B.2 and that the proposed Development, such applications, and approvals:

Approval of a Master PUD Development Plan [is] subject to the Planning Commission's and the City Council's first making formal, written findings regarding each of the items listed in Section 8.5.21 B.2 and that the proposed Development, such applications, and approvals:

- a. conforms to all applicable standards and requirements of this Ordinance,
- b. would be compatible with other Development permitted under all applicable provisions of this Ordinance;
- c. will not significantly interfere with the use and enjoyment of other land in the vicinity;
- d. adequately conserve woodland and the protect water courses from erosion and siltation;
- e. maximizes safety, convenience, and amenities for the residents and visitors of the Development; and
- f. adequately address all such other matters as they may find to have a material bearing upon the stated standards and objectives of this Ordinance.

4. Unless specifically exempted, the standards and requirements contained in this Section 8.5.21 shall be in addition to all other applicable standards and requirements established in this Ordinance.

8.5.21.K.1 Planning Commission Action on Preliminary Master PUD Development Plan

Before making any recommendation on a Preliminary Master PUD Development Plan or an amendment to an existing approved Preliminary Master PUD Development Plan, the Planning Commission shall consider the Certificate of Compliance and all recommendations from the Zoning Administrator, the City Engineer, and other City departments, and shall conduct a public hearing.

Section **8.3.2.B.4** directs the City Council to rend a final decision on the preliminary Master PUD Development Plan of a Planned Unit Development. If the City Council approves the Preliminary PUD Master Plan, the applicant will have two years to submit a Final PUD Master Plan. The Planning Commission shall determine whether the Final PUD Master Plan complies with the Preliminary Master Plan (§ 8.5.21.Q)

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The Development Review Committee reviewed the proposed Preliminary PUD Master Plan at its January 7th meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package and summarized above.

- **Planning** noted the proposal requiring a fence and hedgerow detail that provide delineation of parking lots when being utilized as principle uses. The applicant responded by adding a 3' aluminum picket fence detail and hedgerow.
- **Engineering** noted that this site development plan is subject to approval of the Traffic Impact Study and that Honey Farm Way improvements including signalization shall be constructed prior to any Certificate of Occupancy. The applicant acknowledged with improvements shown on plans.
- **Columbia Water** indicated that the water availability letter was issued on **December 18th, 2024** and remains valid for 120 days. The availability of capacity to serve is based on a determination by the Fire Marshal of fire flow requirements and the information submitted on the Water Service Availability Request application.

COMMENTS FROM PLANNING STAFF

This Proposed Planned Unit Development Preliminary Master Plan includes deviations from the base PUD-MU standards but does adhere to most all standards of the PUD-MU zoning district per table 4.3.1-M of the Zoning Ordinance.

SAMPLE MOTIONS

Approve:

Recommend Approval:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan as presented [*, subject to technical comments and other conditions presented by planning staff*].

Recommend Approval Subject to Conditions:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan, subject to the following conditions: *[list conditions of approval crafted by Planning Commission]*.

Recommend Denial:

Move to recommend denial of the Rezoning to PUD-MU having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance, are not satisfied *[list specific reasons for denial]*.

Defer:

Move to find that there is insufficient information to make a decision, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the *[applicant/staff]* provide: *[list additional information]* for review at a future meeting.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4548 - AN ORDINANCE TO APPROVE AN ACCESS EASEMENT AGREEMENT FOR PROPERTY OWNED BY THE CITY OF COLUMBIA AND SHOWN ON TAX MAP 112 PARCELS 009.01 AND 002.08 AND KNOWN AS RIDLEY PARK ROAD PROVIDING FOR VEHICULAR AND PEDESTRIAN ACCESS FROM TROTWOOD AVENUE (STATE ROUTE 243) ON, OVER AND ACROSS RIDLEY PARK ROAD TO PROPERTY OWNED BY MERITAGE HOMES OF TENNESSEE, INC.

RECOMMENDATION: Approve Ordinance No. 4548 on second consideration.

INFORMATION: Meritage Homes of Tennessee, Inc. plans on developing a residential subdivision adjacent to Ridley Park Road. This Ordinance would approve an access easement agreement that would allow vehicular and pedestrian access from Trotwood Avenue on, over and across Ridley Park Road to the land owned by Meritage Homes.

CERTIFICATION:

ATTACHMENTS: Staff Report, Ordinance No. 4548,, Exhibit A, 2008 City Manager Boyer Letter, Ridley Access Contracts, Agenda Items.

**AN ORDINANCE TO APPROVE AN ACCESS EASEMENT AGREEMENT
OVER PROPERTY OWNED BY THE CITY OF COLUMBIA AND SHOWN ON
TAX MAP 112 PARCELS 009.01 AND 002.08 AND KNOWN AS RIDLEY PARK
ROAD PROVIDING FOR VEHICULAR AND PEDESTRIAN ACCESS FROM
TROTWOOD AVENUE (STATE ROUTE 243) ON, OVER, AND ACROSS
RIDLEY PARK ROAD TO PROPERTY OWNED BY MERITAGE HOMES OF
TENNESSEE, INC.**

WHEREAS, the City of Columbia is the owner of a private road known as Ridley Park Road being shown on Tax Map 112 Parcels 009.01 and 002.08; and

WHEREAS, Dobual Spring Creek Partners conveyed to the City of Columbia certain real property located in Maury County, Tennessee by Special Warranty Deed, which is recorded in the Register's Office of Maury County, Tennessee, in Book R2068 at Page 361, and William P. Ridley, III and Eunice Ridley Colmore conveyed to the City of Columbia certain real property located in Maury County, Tennessee, by Special Warranty Deed, which is recorded in the Register's Office of Maury County, Tennessee, in Book R2068 at Page 364; and

WHEREAS, said conveyances were for the purpose of providing the City of Columbia with the necessary real property to construct an access road to Ridley Park; and

WHEREAS, prior to Dobual Spring Creek Partners and William P. Ridley, III and Eunice Ridley Colmore conveying the property to the City of Columbia, the City of Columbia agreed to provide the owners of the Dobual Springs Property and the Ridley Property access to the Ridley Park Road at such time as they requested; and

WHEREAS, Meritage Homes of Tennessee, Inc. is now the owner of the property formerly owned by Dobual Spring Creek Partners and William P. Ridley, III and Eunice Ridley Colmore; and

WHEREAS, Meritage Homes of Tennessee Inc. has requested access to the road and requested that the City of Columbia approve an Access Easement Agreement which is attached hereto as Exhibit "A" and incorporated herein by reference.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1: That the City of Columbia, Tennessee, hereby approves the access easement agreement as described in the attached Exhibit "A".

Section 2: That the Mayor of the City of Columbia, Tennessee, is hereby authorized to execute said access easement agreement.

PASSED AND ADOPTED BY THE CITY OF COLUMBIA,
TENNESSEE, This the ____ day of ____, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration: _____

Passed on 2nd consideration: _____

This instrument was prepared by:
Sidwell, Barrett, Gore & Reynolds P.C.
121 First Avenue South, Suite 200
Franklin, TN 37064

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this “**Agreement**”) is entered into as of this ____ day of February, 2025, by and between the City of Columbia, Tennessee (“**City**”), and Meritage Homes of Tennessee, Inc., an Arizona corporation (“**Meritage**”). Collectively, City and Meritage and their respective successors and assigns are referred to herein as the “**Parties**” and individually are sometimes referred to as a “**Party**”.

RECITALS

A. Dobual Spring Creek Partners conveyed to City certain real property located in Maury County, Tennessee, being legally described as Tract 1 on Exhibit A attached hereto (the “**Tract 1**”), via that certain Special Warranty Deed executed by Dobual Spring Creek Partners as grantor, which is recorded in the land records of Maury County, Tennessee, in Book R2068 at Page 361, and William P. Ridley, III and Eunice Ridley Colmore conveyed to City certain real property located in Maury County, Tennessee, being legally described as Tract 2 on Exhibit A attached hereto (the “**Tract 2**”), via that certain Special Warranty Deed executed by William P. Ridley, III and Eunice Ridley Colmore as grantors, which is recorded in the land records of Maury County, Tennessee, in Book R2068 at Page 364. Tract 1 and Tract 2 are also known as Ridley Park Road and are collectively referred to herein as the “**City Land**”.

B. Meritage is the owner in fee simple of certain real property located in Maury County, Tennessee, legally described on Exhibit B attached hereto (the “**Meritage Land**”), which is adjacent to the City Land. The term “**Meritage Land**” will be deemed to include any land adjacent to the land described on Exhibit B that may be acquired by Meritage or its successor or assigns.

C. Meritage plans to develop the Meritage Land as a residential subdivision with roadways and/or sidewalks and/or pedestrian pathways (collectively, the “**Subdivision**”).

D. City has agreed to provide to Meritage an access easement providing vehicular and pedestrian access from Trotwood Avenue aka State Route 243 on, over and across the City Land to the Meritage Land.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Access Easements and Access Facilities. Subject to all the terms and conditions set forth herein, City does hereby grant to Meritage for itself and its members, shareholders, tenants, employees, licensees, invitees, successors and assigns (i) a perpetual, non-exclusive, assignable, apportionable and appurtenant access easement (the “**Roadway Easement**”) for vehicular access on, over and across the City Land to the Meritage Land from Trotwood Avenue aka State Route 243, and (ii) a perpetual, non-exclusive, assignable, apportionable and appurtenant access easement over and across the sidewalks or other pedestrian pathways that may be constructed by City or any third party on the City Land from time to time (the “**Sidewalks Easement**”) (the Roadway Easement and the Sidewalks Easement are collectively referred to herein as the “**Access Easements**”) for pedestrian access from Trotwood Avenue aka State Route 243 to the Meritage Land. The Access Easements may be used by Meritage without contribution

#103498337v2

to the cost of construction or maintenance. At Meritage's expense, Meritage may, at any time, construct within the Roadway Easement access improvements (the "Access Facilities") to connect the Meritage Land to the roadway within the City Land (the "Roadway Facilities") to provide vehicular and pedestrian access to the Meritage Land from Trotwood Avenue aka State Route 243. In the event of any damage to the Roadway Facilities by Meritage or its agents or contractors, Meritage shall at its sole risk and expense promptly repair all damage to the Roadway Facilities to return the same to substantially the condition existing prior to such damage.

2. General. (a) The Access Easements shall be subject to the following terms and conditions: (i) the construction and installation of any Access Facilities shall be done in a manner to minimize disruption of other users of the City Land, (ii) the construction and installation of any Access Facilities shall comply with the Standard for Changes (as defined herein) and the Standard for Repairs (as defined herein), and (iii) Meritage shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the City Land.

(b) City reserves the right to use and/or improve the Access Easements in any manner that is not inconsistent with the rights herein granted, including without limitation roadways, driveways, sidewalks and landscaping. In connection with such installation occurring after the installation of the Access Facilities, City shall (1) not damage or impair the structural integrity of the Access Facilities by the construction or location of such improvements, (2) ensure that the use of the Access Facilities is not and will not be interfered with, disrupted or diminished by the construction or location of such improvements, and (3) comply with the Standard for Changes and the Standard for Repairs. In the event of any damage to the Access Facilities by City or its agents or contractors, City shall at its sole risk and expense promptly repair all damage to the Access Facilities to return the same to substantially the condition existing prior to such damage.

3. Maintenance of the Access Facilities and the Roadway Facilities. Meritage and City agree that Meritage will cause the Access Facilities to be maintained in good condition and may make all necessary repairs to the Access Facilities, ordinary or extraordinary, in order to maintain the Access Facilities in such condition. Prior to commencing any maintenance of the Access Facilities, Meritage shall submit proposed plans and specifications for the maintenance to City for approval. If City does not provide Meritage with notice of its objections within fifteen (15) days after delivery of the plans and specifications by Meritage, then Meritage may proceed with the proposed maintenance in accordance with such plans and specifications. If City shall state objections to the plans and specifications or cost within such fifteen (15) day period, then Meritage may cease its efforts to undertake such maintenance or may prepare and submit revised plans and specifications subject to the same conditions for review and approval as for the initial plans and specifications and may continue to submit revised plans and specifications until the approval is obtained. The approval of the plans and specifications will not be unreasonably withheld, delayed or conditioned. Meritage will, if the plans and specifications are approved and if Meritage then chooses to commence such maintenance, complete the maintenance substantially in accordance with plans and specifications approved (as changed or amended from time to time subject to the same conditions for approval). Any maintenance that is made to the Access Facilities shall be done in a good and workmanlike manner and shall keep the Access Facilities free and clear of all liens of contractors, subcontractors, laborers and materialmen and all other liens. In undertaking any maintenance or making any repairs, Meritage shall comply with the Standard for Changes and the Standard for Repairs. Following the disturbance of the surface and/or subsurface for any maintenance, repair and other work, Meritage shall restore the surface and/or subsurface to, as near as reasonably possible, the same condition as existed prior to the disturbance, including without limitation the restoration of any sidewalks, drives, fences, lighting, signage, landscaping, landscape irrigation, drainage or utilities.

#103498337v2

Meritage and City agree that City will cause the Roadway Facilities to be maintained in good condition and may make all necessary repairs to the Roadway Facilities, ordinary or extraordinary, in order to maintain the Roadway Facilities in such condition. Prior to commencing any maintenance of the Roadway Facilities, City shall submit proposed plans and specifications for the maintenance to Meritage for approval. If Meritage does not provide City with notice of its objections within fifteen (15) days after delivery of the plans and specifications by City, then City may proceed with the proposed maintenance in accordance with such plans and specifications. If Meritage shall state objections to the plans and specifications or cost within such fifteen (15) day period, then City may cease its efforts to undertake such maintenance or may prepare and submit revised plans and specifications subject to the same conditions for review and approval as for the initial plans and specifications and may continue to submit revised plans and specifications until the approval is obtained. The approval of the plans and specifications will not be unreasonably withheld, delayed or conditioned. City will, if the plans and specifications are approved and if City then chooses to commence such maintenance, complete the maintenance substantially in accordance with plans and specifications approved (as changed or amended from time to time subject to the same conditions for approval). Any maintenance that is made to the Roadway Facilities shall be done in a good and workmanlike manner and shall keep the Roadway Facilities free and clear of all liens of contractors, subcontractors, laborers and materialmen and all other liens. In undertaking any maintenance or making any repairs, City shall comply with the Standard for Changes and the Standard for Repairs. Following the disturbance of the surface and/or subsurface for any maintenance, repair and other work, City shall restore the surface and/or subsurface to, as near as reasonably possible, the same condition as existed prior to the disturbance, including without limitation the restoration of any sidewalks, drives, fences, lighting, signage, landscaping, landscape irrigation, drainage or utilities.

As used in this Agreement, the term "Standard for Changes" shall mean the standard which requires that any change, relocation or reconfiguration of any of the Access Facilities, the Roadway Facilities or any other part of the applicable land or the exercise of any easement or other right which is either granted or reserved in this Agreement or the release of any such easement or right or that construction and other work performed on or to the applicable land: (1) shall not have a material adverse effect on the use or operation of the applicable land, and (2) shall not cause the applicable land to be in violation of any applicable legal requirements. However, a temporary, short-term obstruction or condition as a result of any of the foregoing repair, maintenance, construction and other work, which may cause inconvenience while such work is being performed, but does not unreasonably interfere with access to or operation of the applicable land and does not cause the applicable land to be in violation of any applicable legal requirement, shall not be a violation of the Standard for Changes.

As used in this Agreement, the term "Standard for Repairs" shall mean the standard which requires that repairs, maintenance, construction and other work performed on the applicable land, (1) shall not have a material adverse effect on the use or operation of the applicable land, (2) shall not cause the applicable land to be in violation of any applicable legal requirements, and (3) shall be performed in a good and workmanlike manner without material defects, with a quality equal to or better than the quality of the applicable land. However, a temporary, short-term obstruction or condition as a result of any of the foregoing repair, maintenance, construction and other work, which may cause inconvenience while such work is being performed, but does not unreasonably interfere with access to or operation of the applicable land and does not cause the applicable land to be in violation of any applicable legal requirement, shall not be a violation of the Standard for Repairs.

4. Default. If either Party hereunder fails to perform its obligations hereunder after written notice and thirty (30) days to cure, then the other Party may, in its sole discretion (a) seek specific performance of such obligation, or (b) may, but shall not be required to, perform such obligation on behalf of the non-

#103498337v2

performing Party. The performing Party shall be entitled to recover the reasonable out-of-pocket cost of such performance from the non-performing Party. In such event, the non-performing Party shall reimburse the performing Party within thirty (30) days after written demand or the performing Party may pursue all legal and equitable remedies against the non-performing Party. If any Party shall take any action on behalf of any non-performing Party, then (i) the performing Party shall be deemed to have an easement over land owned by the non-performing Party to the extent reasonably necessary to compete such action, and (ii) any action related to construction, maintenance or replacement work shall be subject to the terms of this Agreement. Expenditures by any Party in performance of any non-performing Party's obligation shall be a personal obligation of the non-performing Party and a charge and continuing lien against the non-performing Party's property.

5. Non-Waiver. The failure of any Party to enforce the provisions of this Agreement shall not constitute a waiver of the right to enforce such provisions on any other occasion, and no delay in enforcement shall constitute a waiver of the right of enforcement. No waiver by any Party of any default shall be effective or binding unless made in writing, and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No written waiver of any default shall affect any other default or cover any other period of time or be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement other than any default and/or period of time and/or term or provision specified in such written waiver.

6. Attorneys' Fees. If any Party shall deem it necessary to hire legal counsel to compel performance of any provisions of this Agreement, then the prevailing Party in any dispute shall recover from the non-prevailing Party in such dispute all costs and expenses, including reasonable litigation costs and attorneys' fees, incurred by the prevailing Party in successfully enforcing the provisions of this Agreement.

7. Easements Appurtenant. The Access Easements are appurtenant to the Meritage Land. The Access Easements are located on the City Land. The Access Easements, together with the benefits and burdens thereof, shall run with, bind and/or inure to the benefit of (as applicable) the Meritage Land and the City Land and shall be deemed to be real covenants which touch and concern the Meritage Land and the City Land.

8. Notice. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight delivery by a nationally recognized delivery service (e.g., FedEx) or shall be mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Meritage: Meritage Homes of Tennessee, Inc.
Attention: Nicole Boyle
18655 North Claret Drive, Suite 400
Scottsdale, Arizona 85255

To City: City of Columbia, Tennessee
Attention: City Manager
707 N. Main Street
Columbia, Tennessee 38401

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery, upon receipt by overnight delivery but not more than one (1) business day after deposit with the delivery service or upon receipt by certified mail but not more than three (3) days after deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be

receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its address hereunder.

9. Amendment; Severability. This Agreement may be amended only by an instrument in writing executed jointly by Meritage and City. Invalidity of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

10. Termination Upon Dedication. The Parties will, promptly after completion of the construction of the Access Facilities, undertake commercially reasonable efforts to dedicate the City Land as a public street. In connection with such dedication, the Parties shall, to the extent necessary, consent to such dedication and join in any proceedings or documentation, including without limitation the execution of any deeds or easement documents requested by City, related to such process. Further, upon successful dedication of any portion of the City Land, the Access Easements will terminate, and all rights and obligations of the Parties will be extinguished as to the dedicated portion of the Access Easements. Upon such termination of all or any portion of the Access Easement, Meritage and City shall execute a recordable document to memorialize the termination of the respective portion of the Access Easements and this Agreement as to such portion of the Access Easements, and the termination of the obligation to maintain the respective dedicated portion of the Access Easements. Upon dedication of any portion of the Access Easements, Meritage shall automatically be relieved of all further liability, except for liability for events occurring prior to such dedication, under this Agreement as to the respective dedicated portion of the Access Easements. Upon termination of ownership of any Party in and to its interest in the Meritage Land or the City Land, such Party shall not be responsible for any costs or expenses for maintenance after such termination; provided, however, such Party shall not be released for expenses incurred prior to such termination.

11. Counterparts. This Agreement may be executed in a number of identical counterparts, each of such counterparts shall be deemed an original for all purposes and all of such counterparts shall constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart

12. Governing Law. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Tennessee.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

MERITAGE HOMES OF TENNESSEE, INC.

By: _____
Name: _____
Title: _____

[Grantee Notary Acknowledgment]

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me his/her identity on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself as the _____ of the MERITAGE HOMES OF TENNESSEE, INC., and that as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the MERITAGE HOMES OF TENNESSEE, INC., as such _____.

Witness my hand, at office, this _____ day of February, 2025.

My Commission Expires: _____
Notary Public _____

CITY OF COLUMBIA, TENNESSEE

By: _____
Name: _____
Title: _____

[Grantor Notary Acknowledgement]

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public for the State and County aforesaid, _____, with whom I am personally acquainted (or who proved to me his/her identity on the basis of satisfactory evidence), and who, proved himself/herself to be the _____, of CITY OF COLUMBIA, TENNESSEE, and who being authorized to do so, acknowledged he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand, at office, this _____ day of February, 2025.

My Commission Expires: _____
Notary Public

Approved as to Legal Form:

Jake Hubbell, City Attorney

EXHIBIT A
Legal Description of the City Land

Tract 1

Being a parcel of land in the City of Columbia, Ninth Civil District of Maury County, Tennessee. Being a portion of the same property conveyed to Dobual Spring Creek Partners of record in Book 1239, Page 865, Register's Office of Maury County, Tennessee, and being more particularly described as follows:

BEGINNING at a iron pin in the northern margin of State Route 243, said iron pin being southwest corner of John R. Neal, et ux., as recorded in Book 77, Page 657, Register's Office of Maury County, Tennessee; thence, with said northern margin S 67° 29' 36" W, 74.93 feet; thence, leaving said northern margin of State Route 243 and severing the property of Dobual Spring Creek Partners of record in Book 1239, page 865, Register's Office of Maury County, Tennessee, the following calls: N 22° 06' 38" E, 14.01 feet, N 23° 02' 25" W, 285.45 feet, N 66° 57' 35" E, 10.00 feet, N 23° 02' 25" W, 657.60 feet, S 66° 57' 35" W, 20.00 feet, N 23° 02' 25" W, 100.00 feet, N 66° 57' 35" E, 20.00 feet, N 23° 02' 25" W, 357.57 feet, with a curve concave northeast having a central angle of 24° 52' 38" a radius of 130.00 feet and a chord of N 10° 36' 10" W, 56.00 feet for an arc length of 56.44 feet, N 01° 50' 09" E, 116.88 feet, with a curve concave southwest having a central angle of 90° 07' 08", a radius of 105.00 feet and a chord of N 43° 13' 25" W, 148.65 feet for an arc length of 165.15 feet, being in the southerly line of the William P. Ridley and Campbell P. Ridley, Sr. property, as recorded in Book 655, Page 95,

Register's Office of Maury County, Tennessee; thence, with said southerly line, S 88° 16' 59" E, 170.67 feet to an iron pin, said iron pin being the northwest corner of the said John R. Neal, et ux. property; thence, with the westerly line of said John R. Neal, et ux. property, S 01° 50' 09" W, 261.32 feet to an iron pin; thence, continuing with said westerly line, S 23° 02' 25" E, 1,402.90 feet to the point of beginning. Containing 102,241 square feet or 2.35 acres, more or less.

Being a portion of the same property conveyed to Dobual Spring Creek Partners by deed of record in Book 1239, Page 865, in the Register's Office of Maury County, Tennessee.

Portion of Tax Map 112, Parcel 9.00.

Tract 2

Being a parcel of land in the City of Columbia Ninth Civil District of Maury County, Tennessee. Being a portion of the property conveyed to William P. Ridley and Campbell P. Ridley, Sr. of record in Book 655, Page 95, Register's Office of Maury County, Tennessee and being more particularly described as follows:

BEGINNING in the northern boundary of the Dobual Spring Partners property, as recorded in Book 1239, Page 865, Register's Office of Maury County, Tennessee, being N 88 degrees 16' 59" W, 56.66 feet from the northeast corner of said property;

THENCE, with said northern boundary N 88 degrees 16' 59" E, 1,170.62 feet to an iron pin, said iron pin being the southeast corner of the City of Columbia property, as recorded in Book R1875, Page 855, Register's Office of Maury County, Tennessee;

THENCE, with the eastern boundary of said City of Columbia property, N 02 degrees 59' 19" E, 50.01 feet;

THENCE, leaving said eastern boundary along and across the William P. Ridley & Campbell P. Ridley, Sr. property, as recorded in Book 655, Page 95, Register's Office of Maury County, Tennessee, the following calls:

S 88 degrees 16' 59" E, 1055.49 feet,

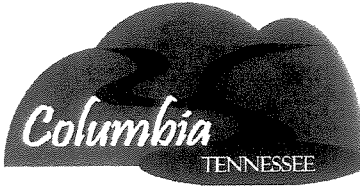
With a curve concave southwest having a central angle of 47 degrees 21' 24", a radius of 155.00 feet and a chord of S 64 degrees 36' 15" E, 124.50 feet for an arc length of 128.11 feet to the Point of Beginning.

Containing 56,745 square feet or 1.30 acres, more or less.

EXHIBIT B

Legal Description of the Meritage Land

#103498337v2



OFFICE OF THE CITY MANAGER

RECEIVED

SEP 03 2008
By *Amorris*
ENGINEERING DEPT.

August 29, 2008

Mr. Dalton Mounger
Attorney at Law
P.O. 1468
Columbia, TN 38402-1468

Mr. James DuBois
DuBois & DuBois
P.O. Box 339
Columbia, TN 38402-0339

Re: Ridley Park Access Easements

Gentlemen:

Thank you for meeting with us and discussing proposed easements to assist us in completing the Ridley Park Project. In return for your respective clients granting to the City of Columbia the attached temporary and permanent easements necessary for access to Ridley Park, the City of Columbia is prepared to do the following based upon council approval in phase two of the construction contract:

1. A fence will be placed around the perimeter of the park property as well as around the easement according to the specifications which have previously been provided. Gate cuts in such fencing will be placed where your respective clients request.

2. An eight (8) inch water line will be run on the Ridley Park Property to the property line of the Ridley property from which such Ridley property can be served.

? 3. A sewer line will be run on the Ridley Park Property to the property line of the Doubal Spring Creek property, from which such Doubal Spring Creek property can be served.

4. The access road to the park property will be built according to the City of Columbia Municipal Street Standards and access to such road will be

Mr. James DuBois
Mr. Dalton Mounger
August 29, 2008
Page Two

provided to the Ridley Property and to the Doubal Spring Creek Property when the owners of such property so desire.

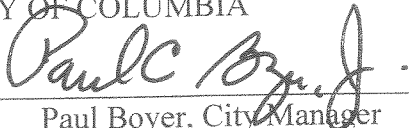
5. Until such time as the Ridley Property and the Doubal Spring Creek Property need access, the roadway shall be treated as a private road and shall be gated at Trotwood Avenue. Such road will be open to the public initially only when the park is open to the public. As you are both well aware, there is an existing ten (10) inch sewer line already on the Ridley Property and an existing twelve (12) inch water line that runs along Trotwood Avenue so water should not be an issue for the Doubal Spring Creek Property and sewer should not be an issue for the Ridley Property.

If this Memorandum of Understanding accurately reflects the terms as your individual clients understand and agree to them, please execute this agreement in the appropriate place and we will begin to prepare the formal documents necessary to conclude this transaction.

Once again, thank you for your cooperation in bringing this matter to a conclusion.

CITY OF COLUMBIA

By:


Paul Boyer, City Manager

PB/wjm

Enclosure – Description of Easement

cc: Mr. William E. Gentner – Mayor
Mr. Jim Fuller – City Engineer
Mr. C. Tim Tisher – City Attorney

SURVEYOR'S DESCRIPTION
R.O.W. EASEMENT ACQUISITION
DOBUAL SPRING CREEK PARTNERS

Being a parcel of land in the City of Columbia, Ninth Civil District of Maury County, Tennessee.
Being a portion of the same property conveyed to Dobual Spring Creek Partners of record in Book 1239, Page 865, R.O.D.C. and being more particularly described as follows:

BEGINNING at a iron pin in the northern margin of State Route 243, said iron pin being southwest corner of John R. Neal, et. ux., as recorded in Book 77, Page 657, R.O.M.C.;

THENCE, with said northern margin S 67° 29' 36" W, 74.93 feet;

THENCE, leaving said northern margin of State Route 243 and severing the property of Dobual Spring Creek Partners of record in Book 1239, Page 865, R.O.M.C. the following calls:

N 22° 06' 38" E, 14.01 feet,
N 23° 02' 25" W, 285.45 feet,
N 66° 57' 35" E, 10.00 feet,
N 23° 02' 25" W, 657.60 feet,
S 66° 57' 35" W, 20.00 feet,
N 23° 02' 25" W, 100.00 feet,
N 66° 57' 35" E, 20.00 feet,
N 23° 02' 25" W, 357.57 feet,

With a curve concave northeast having a central angle of 24° 52' 38", a radius of 130.00 feet and a chord of N 10° 36' 10" W, 56.00 feet for an arc length of 56.44 feet, N 01° 50' 09" E, 116.88 feet,

With a curve concave southwest having a central angle of 90° 07' 08", a radius of 105.00 feet and a chord of N 43° 13' 25" W, 148.65 feet for an arc length of 165.15 feet, being in the southerly line of the William P. Ridley and Campbell P. Ridley, Sr. property, as recorded in Book 655, Page 95, R.O.M.C.;

THENCE, with said southerly line, S 88° 16' 59" E, 170.67 feet to an iron pin, said iron pin being the northwest corner of the said John R. Neal, et. ux. property;

THENCE, with the westerly line of said John R. Neal, et. ux. property, S 01° 50' 09" W, 261.32 feet to an iron pin;

THENCE, continuing with said westerly line, S 23° 02' 25" E, 1,402.90 feet to the Point of Beginning.

Containing 102,241 square feet or 2.35 acres, more or less.

SURVEYOR'S DESCRIPTION
R.O.W. EASEMENT ACQUISITION
WILLIAM P. RIDLEY

Being a parcel of land in the City of Columbia Ninth Civil District of Maury County, Tennessee.
Being a portion of the property conveyed to William P. Ridley & Campbell P. Ridley, Sr. of
record in Book 655, Page 95, R.O.M.C. and being more particularly described as follows:

BEGINNING in the northern boundary of the Dobual Spring Partners property, as recorded in
Book 1239, Page 865, R.O.M.C., being N 88° 16' 59" W, 70.68 feet from the northeast
corner of said property;

THENCE, with said northern boundary N 88° 16' 59" E, 1,156.60 feet to an iron pin, said iron pin
being the southeast corner of the City of Columbia property, as recorded in R1875, Page
855, R.O.M.C.;

THENCE, with the eastern boundary of said City of Columbia property, N 02° 59' 41" E, 40.00
feet;

THENCE, leaving said eastern boundary along and across the William P. Ridley & Campbell P.
Ridley, Sr, property, as recorded Book 655, Page 95, R.O.M.C., the following calls:

S 88° 16' 59" E, 838.34 feet,

With a curve concave southwest having a central angle of 43° 36' 07", a radius of 145.00
feet and a chord of S 66° 28' 55" E, 107.70 feet for an arc length of 110.34 feet to the
Point of Beginning.

Containing 44,994 square feet or 1.03 acres, more or less.

(2.00)
CITY OF COLUMBIA S02°59'19"W 1517.97'
R1875 PAGE 855 R.O.M.C.

RIDLEY PARK

N02°59'41"E
40.00'

IPF

(9)
DOBUAL SPRING CREEK PARTNERS
(FORMERLY HALLIDAY)
BOOK 1239, PAGE 865, R.O.M.C.

S88°16'59"E 1,055.71'

N88°16'59"W 1,056.60'

REQ'D ROW

REQ'D 15' T.C.E.

MATCHLINE

AREA = 44,994 S.F. OR 1.03 AC. +/-

MAP SHOWING

R.O.W. EASEMENT AQUISITION
FOR RIDLEY PARK
FROM
WILLIAM P. RIDLEY

NINTH CIVIL DISTRICT
COLUMBIA, MAURY COUNTY, TENNESSEE

BWSC

BARGE WAGGONER SUMNER & CANNON, INC.

28 Commerce Street, Suite 600 Nashville, Tennessee 37204
PHONE (615) 254-1500 FAX (615) 255-6572

ENGINEERS ARCHITECTS PLANNERS LANDSCAPE ARCHITECTS SURVEYORS

PROJECT NO. 32229-03

PROPERTY MAP. 112

PARCEL NO. 2.03

SCALE: 1"=100'

DATE: 09-01-08

CHK. BY SMK

BY: BARGE, WAGGONER,
SUMNER AND CANNON, INC.

(2.03)
WILLIAM P. RIDLEY &
CAMPBELL P. RIDLEY, SR.
BOOK 655, PAGE 95, R.O.M.C.

$\Delta = 43^{\circ}36'07''$
 $R = 145.00'$
 $T = 58.00'$
 $L = 110.34'$
 $CH = 566^{\circ}28'55''E$
107.70'

REQ'D 15' T.C.E.

MATCHLINE

S88°16'59"E 1,055.71'

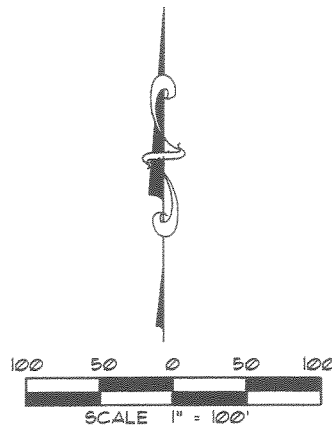
40'

N88°16'59"W 1,156.60'

70.68'

(9)
DOBUAL SPRING CREEK PARTNERS
(FORMERLY HALLIDAY)
BOOK 1239, PAGE 865, R.O.M.C.

POINT OF
BEGINNING



(2.03)
WILLIAM P. RIDLEY &
CAMPBELL P. RIDLEY, SR.
BOOK 655, PAGE 95, R.O.M.C.

COPY

CONTRACT

THIS CONTRACT is entered into on this the 5th day of Feb., 2009, by and between the City of Columbia, Tennessee, (hereinafter referred to as "First Party"), and William P. Ridley, III and Eunice R. Colmore, (hereinafter referred to as "Second Party");

FOR AND IN CONSIDERATION of the conveyance of 1.30 acres from Second Party to the First Party, for the payment of Twenty-Six Thousand Dollars (\$26,000.00), and IN CONSIDERATION of the conveyance of a thirty-five (35) foot right of way easement for ingress and egress from the Mt. Pleasant Pike to Second Parties property, for which conveyance First Party agrees to pay Five Thousand Dollars (\$5,000.00), and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. At First Party's expense, a fence will be placed along the perimeter of First Party and Second Party's property and the Dobual Spring Creek Partnership property according to the specifications which have previously been provided. City will maintain such fence and keep it in good repair. Gate cuts in such fencing will be placed where Second Party so requests.
2. At First Party's expense, an eight (8) inch water line and a power line will be run on First Party's Ridley Park property to the property line of Second Party's property from which Second Party's property can be served by water and electric power.
3. At First Party's expense, the roadway to First Party's Ridley Park property will be built according to the City of Columbia Municipal Street Standards and access to such road will be provided to Second Party's property when the owners of such property so desire.
4. Once the construction of the road and bridge from Trotwood Avenue to First Party's park property are completed, Second Party shall have an unlimited right to use such roadway to access their property. Until such time as Second Party needs public access to such roadway, the roadway shall be treated as a private road and shall be gated at Trotwood Avenue. The gate will be removed when First Party's right to use the roadway is unlimited. At that time the gate will be locked at the entrance to Ridley Park. Such roadway will be open to the public initially only when the park is open to the public. Second Party shall be provided with keys to the gate located at Trotwood Avenue to assure their unlimited access.
5. The road and accompanying bridge as well as all fencing for such project shall be completed within twenty-four (24) months from the date this contract is approved by First Party's City Council.

6. First Party will also place an additional gate at the entrance to First Party's park property, which will be locked at all times except use of Ridley Park by Second Party or the public;
7. Should First Party default hereunder, Second Party may sue in contract, for damages and/or specific performance of the Agreement. Should Second Party default, First Party may sue in contract, for specific performance of this Agreement. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees.
8. Possession Date: Possession of the property to be the day of closing.
9. Time is of the essence of this Contract and may be extended only by written amendment signed by all parties.
10. Any provision herein contained, which by its nature and effect is required to be performed after closing shall survive the closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.
11. This Agreement is intended as a contract for the purchase and sale of real property and to construct a public road and bridge. This contract shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.
12. First Party and Second Party agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. The Parties agree that if requested after closing they will correct any documents where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.
13. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service postage prepaid, registered, or certified return receipt requested or (5) Email, NOTICE shall be deemed to have been given as of the date and time it is actually received.
14. This Agreement shall be for the benefit of and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

WITNESS THE PARTIES HANDS AND SEALS the day and date first above
written.

ATTEST:

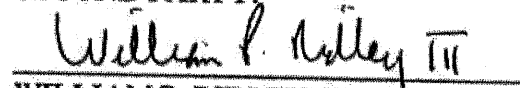

CITY RECORDER

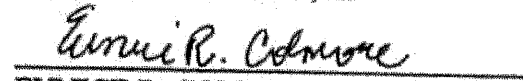
FIRST PARTY:

CITY OF COLUMBIA, TENNESSEE

By: 
WILLIAM E. GENTNER, MAYOR

SECOND PARTY:


WILLIAM P. RIDLEY, III


EUNICE R. COLMORE

APPROVED AS TO FORM:


C. TIM TISHER, CITY ATTORNEY

G:\Clients\Colmore, Eunice\Ridley Park\Contract2.doc

COPY

CONTRACT

THIS CONTRACT is entered into on this the 5th day of February, 2009, by and between the City of Columbia, Tennessee, (hereinafter referred to as "First Party"), and Dobual Spring Creek Partners (hereinafter referred to as "Second Party");

FOR AND IN CONSIDERATION of the conveyance of 2.35 acres from Second Party to the First Party, for the payment of Forty-Seven Thousand Dollars (\$47,000.00), and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. At First Party's expense, a fence will be placed along the perimeter of First Party and Second Party's property and the property belonging to William P. Ridley, III and Eunice R. Colmore, according to the specifications which have previously been provided. City will maintain such fence and keep it in good repair. Gate cuts in such fencing will be placed where Second Party so requests.
2. At First Party's expense, a sewer line will be run on First Party's Ridley Park property to the property line of the Dobual Spring Creek property, from which such Dobual Spring Creek property can be served with sewer service.
3. At First Party's expense, the roadway to First Party's Ridley Park property will be built according to the City of Columbia Municipal Street Standards and access to such road will be provided to Second Party's Property when the owners of such property so desire.
4. Once the construction of the roadway and bridge from Trotwood Avenue to First Party's park property are completed, Second Party shall have an unlimited right to use such roadway to access their property. Until such time as Second Party needs public access to such roadway, the roadway shall be treated as a private road and shall be gated at Trotwood Avenue. The gate will be removed when First Party's right to use the roadway is unlimited. At that time the gate will be locked at the entrance to Ridley Park. Such roadway will be open to the public initially only when the park is open to the public. Second Party shall be provided with keys to the gate located at Trotwood Avenue to assure their unlimited access.
5. The road and accompanying bridge as well as all fencing for such project shall be completed within twenty-four (24) months from the date this contract is approved by First Party's City Council.

6. First Party will also place an additional gate at the entrance to First Party's park property, which will be locked at all times except use of Ridley Park by Second Party or the public.
7. Should First Party default hereunder, Second Party may sue in contract, for damages and/or specific performance of the Agreement. Should Second Party default, First Party may sue in contract, for specific performance of this Agreement. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees.
8. Possession Date: Possession of the property to be the day of closing.
9. Time is of the essence of this Contract and may be extended only by written amendment signed by all parties.
10. Any provision herein contained, which by its nature and effect is required to be performed after closing shall survive the closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.
11. This Agreement is intended as a contract for the purchase and sale of real property and to construct a public road and bridge. This contract shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.
12. First Party and Second Party agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. The Parties agree that if requested after closing they will correct any documents where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.
13. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service postage prepaid, registered, or certified return receipt requested or (5) Email, NOTICE shall be deemed to have been given as of the date and time it is actually received.
14. This Agreement shall be for the benefit of and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement

not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

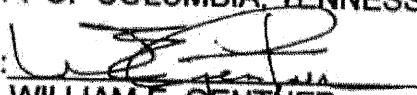
WITNESS THE PARTIES HANDS AND SEALS the day and date first above written.

ATTEST:


CITY RECORDER

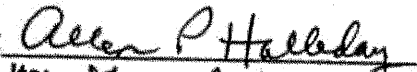
FIRST PARTY:

CITY OF COLUMBIA, TENNESSEE

By: 
WILLIAM E. GENTNER,
MAYOR

SECOND PARTY:

DOBUAL SPRING CREEK PARTNERS

By: 
Its: 

APPROVED AS TO FORM:


C. TIM TISHER, CITY ATTORNEY

ATTACHMENTS: List of Surplus Property.

8. ADMINISTRATION.

8.1 APPROVE ARCHITECTURAL DESIGN AND AUTHORIZE CITY STAFF AND LYMAN DAVIDSON DOOLEY, INC TO PROCEED WITH THE BIDDING PROCESS FOR FIRE STATION 2 IN WARD 1 – FIRE DEPARTMENT.

RECOMMENDATION: Approval.

INFORMATION: Staff recommends that City Council accept the Architectural Design of Station 2 presented by Lyman Davidson Dooley, Inc and authorize staff to proceed with the construction bid process.

On August 21, 2008, Council authorized the City Manager to negotiate a contract with Lyman Davidson Dooley, Inc. which includes certain site evaluation, building design, bidding assistance, construction supervision and other services as may be deemed appropriate and necessary for this project. October 2, 2008, City Council approved and awarded execution of the contract.

Since that time the Architects and City staff have met on numerous occasions to visit the site, discuss the requirements for the building, and the preferences for interior and exterior designs with the major theme being energy conservation and the minimization of future operating and maintenance expenses. Upon completion of the design options the Fire Chief and Deputy Fire Chief met with representatives of the Columbia Firefighter Association to review the design and receive their comments. At the conclusion of this meeting the staff and the Association agreed on the basic layout concepts as well as the exterior elevations.

ATTACHMENTS: Project Schedule; Information Council requested at Study Session 02-03-09.

8.2 AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH WILLIAM P. RIDLEY, III AND EUNICE R. COLMORE TO PURCHASE A PORTION OF THE RIGHT OF WAY NECESSARY FOR INGRESS AND EGRESS TO RIDLEY PARK – WARD 4.

RECOMMENDATION: Approval.

INFORMATION: As City Council may recall, staff and the City Attorney have been working for some time to acquire the easements necessary to construct an access road from Trotwood Avenue to the Ridley Park site located to the north.

William P. Ridley, III and Eunice Ridley Colmore (the owners) have agreed to convey 1.30 acres at a cost of \$26,000. This acquisition will provide a portion of the right-of-way necessary to construct the access road.

The city also agrees:

1. To pay the owners \$5,000 for their loss of access easement on the abutting Dobual Spring Creek Partnership (Halliday property). This access is replaced by the access road; however, under law, the owners have a right to compensation for the loss.
2. To extend an eight (8) inch water line, and, if necessary, a power line to the owners' property from the Ridley Park site. The construction of this line is estimated to cost \$107,000, and will be part of the construction contract for Ridley Park.
3. To erect a fence along the perimeter of the access road. The conceptual plans have always included such a fence to prevent unauthorized access to the park.
4. To build the access road to the City of Columbia Municipal Street Standards. The city also agrees to provide the owners access to their property from the access road if they so desire.
5. That the access road will remain a private road until such time as future development requires its use as a public street, and that the road will be gated at Trotwood Avenue until that time. Again, the city always planned to manage the road in this manner to prevent unauthorized access to the park.
6. In addition to the gate at Trotwood Avenue, the Park will be gated at the park property entrance. This gate has been part of the conceptual plans to prevent unauthorized access to the park.
7. That the roadway, bridgework and all fencing for this project will be completed within twenty-four months of the execution of the contract.

Therefore, the total cost for this acquisition is approximately \$138,000: \$31,000 to the property owners and approximately \$107,000 to be incorporated within the project construction.

ATTACHMENTS: Contract; maps.

CERTIFICATION: The Finance Director certifies that \$31,000 is budgeted and unencumbered within the Capital Projects Fund from the proceeds of two Tennessee Municipal Bond Fund loans. After this expenditure, approximately \$5,279,000 will be budgeted and unencumbered for the Ridley Park project.

8.3 AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH DOBUAL SPRING CREEK PARTNERS TO PURCHASE A PORTION OF THE RIGHT OF WAY NECESSARY FOR INGRESS AND EGRESS TO RIDLEY PARK – WARD 4.

RECOMMENDATION: Approval.

INFORMATION: As City Council may recall, staff and the City Attorney have been working for some time to acquire the easements necessary to construct an access road from Trotwood Avenue to the Ridley Park site located to the north.

Dobual Spring Creek Properties (the owners) have agreed to convey 2.35 acres at a cost of \$47,000. This acquisition will provide a portion of the right-of-way necessary to construct the access road.

The city also agrees:

1. At an additional cost of \$62,000, a sewer line will be run to the southern park property boundary which can serve the Dobual Spring Creek Property when developed. This line has always been part of the park plans.
2. To erect a fence along the perimeter of the access road. The conceptual plans have always included such a fence to prevent unauthorized access to the park.
3. To build the access road to the City of Columbia Municipal Street Standards. The city also agrees to provide the owners access to their property from the access road if they so desire.
4. That the access road will remain a private road until such time as future development requires its use as a public street, and that the road will be gated at Trotwood Avenue until that time. Again, the city always planned to manage the road in this manner to prevent unauthorized access to the park.
5. In addition to the gate at Trotwood Avenue, the Park will be gated at the park property entrance. This gate has been part of the conceptual plans to prevent unauthorized access to the park.

6. That the roadway, bridgework and all fencing for this project will be completed within twenty-four months of the execution of the contract.

ATTACHMENTS: Contract; maps.

CERTIFICATION: The Finance Director certifies that \$47,000 is budgeted and unencumbered within the Capital Projects Fund from the proceeds of two Tennessee Municipal Bond Fund loans. After this expenditure, approximately \$5,232,000 will be budgeted and unencumbered for the Ridley Park project.

8.4 CONSIDER AUTHORIZATION FOR ADDENDUM NO. 2 WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR THE RIDLEY PARK COMPLEX PROJECT – ENGINEERING DEPARTMENT.

RECOMMENDATION: Approval.

INFORMATION: Barge Waggoner Sumner & Cannon, Inc. (BWSC) is responding to the City's request for a proposal to complete the Ridley Park Complex. This addendum is for additional services described below to the Professional Services Agreement. BWSC agrees to perform the following additional services:

1. Prepare as-built survey of the rough graded ball fields	\$ 3,000
2. Preliminary planning study for revised maintenance building	\$ 5,000
3. Revisions for park access road	\$16,500
4. Revise site plan	\$3,000
5. Add lighting of ball fields into project	\$3,500
6. Add warning tracks to fields	\$2,500
7. Add concession stand/restroom building at football fields	\$3,000
8. Add natural lighting to concession/restroom buildings	\$4,500
9. Additional coordination meetings	\$2,500
10. Add fencing and gates to perimeter of project and entrance road	\$1,500
11. Add four paved field accessed (requires side drains & ditching)	\$1,000
12. Add lights, landscaped, entrance signage to project	\$7,000
13. Reimbursable	<u>\$1,000</u>
	\$ 54,000

One additional change order will be necessary to engage architectural services for the maintenance building.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4549 - AN ORDINANCE TERMINATING A BLANKET UTILITY EASEMENT PARTIALLY LOCATED ON TAX MAP 51 PARCEL 058.00 AT HONEY FARM WAY AND U.S. 31/NASHVILLE HIGHWAY AND AUTHORIZE THE MAYOR TO EXECUTE ANY RELATED DOCUMENTS

RECOMMENDATION: Approve Ordinance No. 4549 on first consideration.

INFORMATION: The owner of the property located at Tax Map 51 Parcel 058.00 has requested the City of Columbia terminate the blanket easement as they are developing the property.

CERTIFICATION:

ATTACHMENTS: Staff Report, Ordinance No. 4549.

**AN ORDINANCE TERMINATING A BLANKET UTILITY EASEMENT
PARTIALLY LOCATED ON TAX MAP 51 PARCEL 058.00 AT HONEY FARM
WAY AND U.S. 31/NASHVILLE HIGHWAY AND AUTHORIZING THE
MAYOR TO EXECUTE ANY RELATED DOCUMENTS**

WHEREAS, the City of Columbia is the owner of a blanket utility easement dated June 21, 1940 and of record in Book 219, Page 536, Register's Office of Maury County, Tennessee; and

WHEREAS, the easement is on property owned by EMG Honey Farm, LLC (hereinafter referred to as "Owner") and the property is shown on Tax Map 51 Parcel 058.00 at Honey Farm Way and U.S. 31/Nashville Highway; and

WHEREAS, Owner is developing the property and has requested that the City of Columbia terminate the blanket easement as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, Owner provided the Board of Public Utilities for the City of Columbia, Tennessee (CPWS) an easement on the plat of record in Plat Book 23, Page 218, Register's Office of Maury County, Tennessee.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1: That the City of Columbia, Tennessee, does hereby terminate the blanket utility easement as described in the attached Exhibit "A".

Section 2: That the Mayor of the City of Columbia, Tennessee, is hereby authorized to execute and deliver a Termination of Easement and any other documents necessary to terminate the City's easement rights.

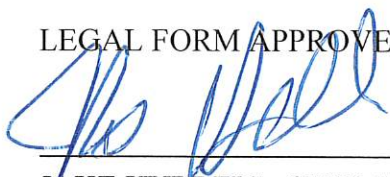
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 12th day of June, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration: _____

Exhibit A
Legal Description

IN THE CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE:

Lot 6 as shown on Final Plat of Honey Farm Crossing recorded in Plat Book 23, Page 218, in the Register's Office of Maury County, Tennessee.

REFERENCE is made for prior title to Special Warranty Deed recorded in Book R2905, Page 1420, in the Register's Office of Maury County, Tennessee.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4550 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO. 25-39, LOCATED OFF LASEA ROAD BEING TAX MAP 73 PARCEL 17.02, TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 5, GROWING CITY ECONOMY.

RECOMMENDATION: Defer.

INFORMATION: The applicant is requesting to zone property proposed to be annexed under Resolution No. 25-39 to CD-3 (Neighborhood Character District). The concept plan reflects future development of 31 single family lots. The Planning Commission reviewed this request and recommended denial by a vote of four to three at the May 15, 2025 meeting.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance No. 4550 Staff Report; Ordinance 4550; ExhibitA; Exhibit B; Concept Plan; DS Staff Report.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY
ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO. 25-39,
LOCATED OFF LASEA ROAD BEING TAX MAP 73 PARCEL 17.02 TO CD-3
(NEIGHBORHOOD CHARACTER DISTRICT).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by zoning property herein described and being annexed by Resolution No. 25-39 to CD-3 (Neighborhood Character District).

Section 2: Said property being annexed by Resolution No. 25-39, is located in the Third Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described in Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map depicting the proposed CD-3 (Neighborhood Character District) zoned area is identified as Exhibit “B” and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of denial, by a vote of four to three, on the 14th day of May, 2025, and after a public hearing held on the 12th day of June, 2025, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The proposed rezoning is in agreement with the Comprehensive plan and any applicable local area plans;

- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon adjoining property owners.

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

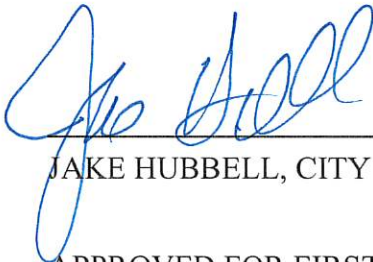
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 10th day of July, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



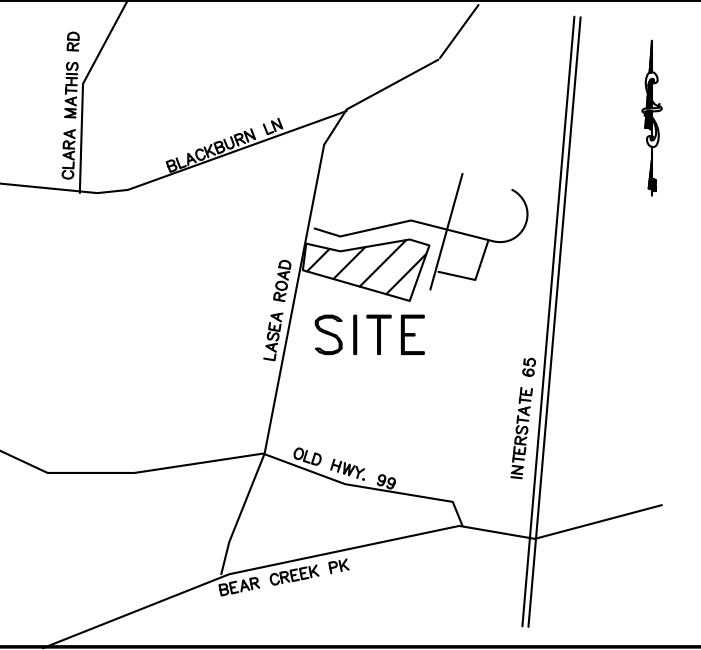
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration: _____

Passed on 2nd consideration: _____



VICINITY MAP
NOT TO SCALE

STANDARD NOTES

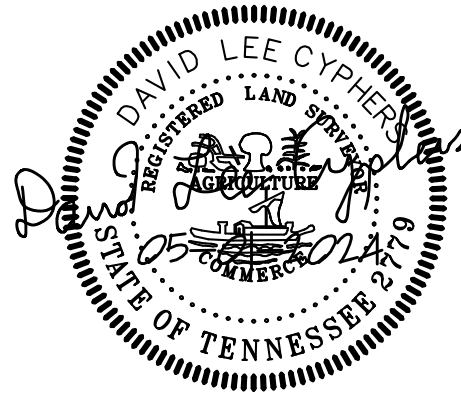
1. THE HORIZONTAL LOCATION DATA SHOWN ON THIS SURVEY WAS GATHERED USING STANDARD RADIAL SURVEYING TECHNIQUES WITH AN ELECTRONIC TOTAL STATION AND DATA COLLECTOR AND GLOBAL POSITIONING SYSTEM (GPS) UNIT AND IS BASED UPON A POSITIONAL SOLUTION DERIVED FROM REAL-TIME KINEMATIC (GPS) OBSERVATIONS PROCESSED BY TENNESSEE DOT NETWORK. BEARINGS ARE EXPRESSED IN THE TENNESSEE STATE PLANE COORDINATE SYSTEM USING U.S. SURVEY FOOT (HORIZONTAL = NAD83-C.O.R.S.; VERTICAL = NAVD88; ZONE TN 4100, GEOID MODEL MD TN 25012A), USING SOKKIA GPS MODEL GRX3 GNSS RECEIVER RTK (L1+L2, HORIZONTAL ACCURACY=5mm+.05ppm AND VERTICAL ACCURACY=10mm+.08ppm.
2. THE WITHIN DESCRIBED TRACT LIES WITHIN AN AREA DESIGNATED AS ZONE "X" (UNSHADED) AS EVIDENCED ON FEMA MAPS NUMBERED 47119C0195E ON THE FLOOD INSURANCE RATE MAPS FOR MAURY COUNTY, TENNESSEE (DATED REVISED 04-16-2007).
3. OWNERSHIP INFORMATION INDICATED HEREON IS AS IDENTIFIED IN COUNTY RECORDS.
4. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
5. IN TENNESSEE IT IS A REQUIREMENT OF THE "UNDERGROUND UTILITY DAMAGE PREVENTION ACT" THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNER(S) NO LESS THAN THREE NOR MORE THAN TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY HAZARD OR CONFLICT. THE TENNESSEE ONE CALL TELEPHONE NUMBER IS 1-800-351-1111. UTILITIES WERE NOT CHECKED DURING THE COURSE OF THIS SURVEY.
6. THE WITHIN PLAT AND SURVEY WERE PREPARED WITHOUT BENEFIT OF CURRENT EVIDENCE OF SOURCE OF TITLE FOR THE SUBJECT TRACT OR ADJOINERS AND ARE THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.
7. THE SURVEYOR'S LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO THOSE PARTIES IDENTIFIED IN THE CERTIFICATION AND DOES NOT EXTEND TO ANY UNNAMED PARTY.
8. THE SUBJECT TRACT IS SHOWN ON MAURY COUNTY TAX MAP 73, AS PARCEL 17.02.
9. ALL IRON RODS (SET) ARE CAPPED AND STAMPED "H.H. SURVEY".

STANDARD
LEGEND

- ⊙ IPF (IRON PIN FOUND)
- ⊙ IPS (IRON PIN SET) H AND H SURVEY
- CONCRETE MONUMENT
- OHP — OVERHEAD UTILITY LINES
- WATER LINES

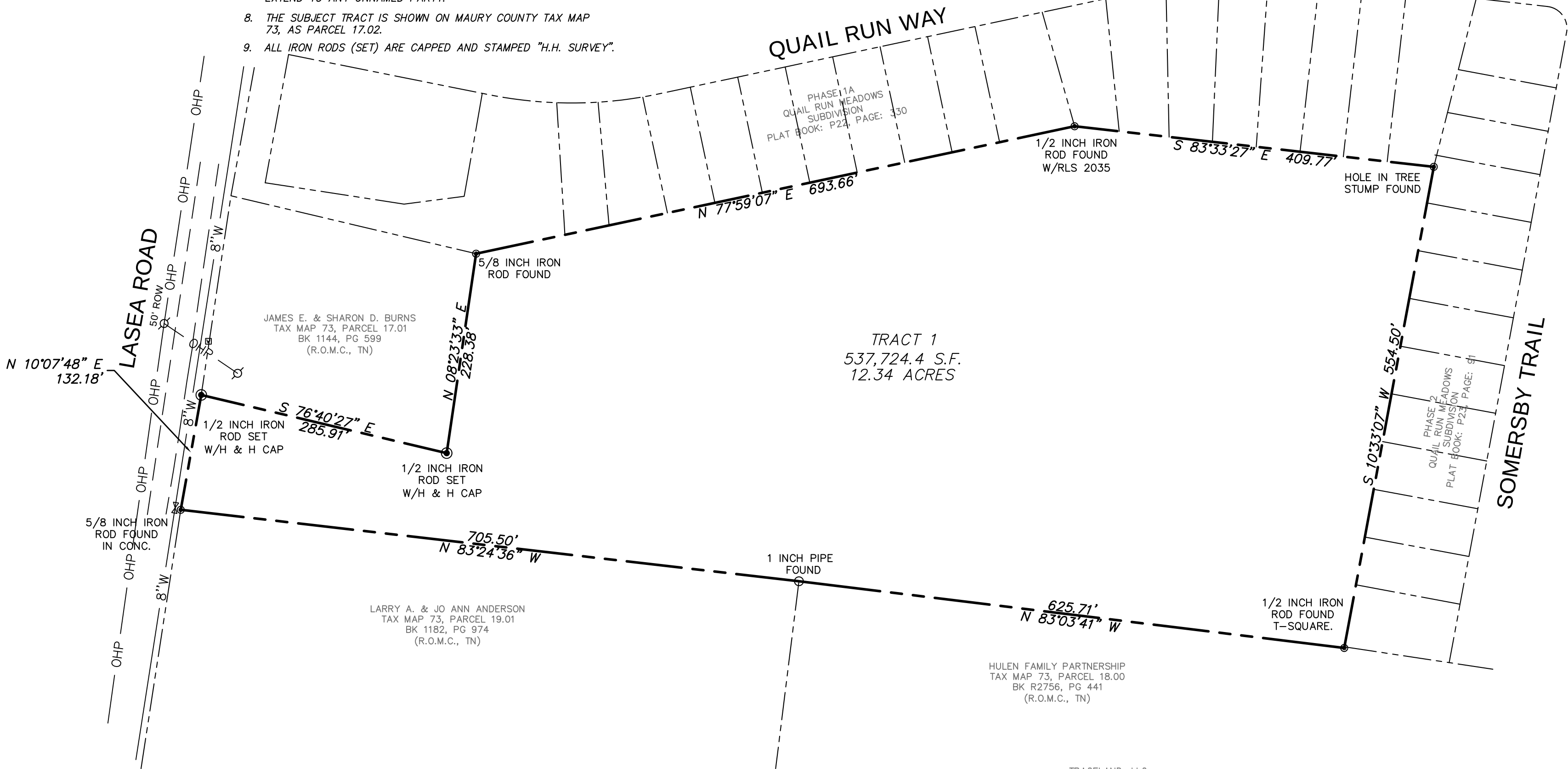


IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
TENNESSEE ONE CALL
IT'S THE LAW



I HEREBY CERTIFY THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF TENNESSEE, THE WITHIN SURVEY REPRESENTS A CATEGORY I SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH T.C.A. SECTION 0820-3 AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY EXCEEDS 1:10,000. THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 01/29/2024.

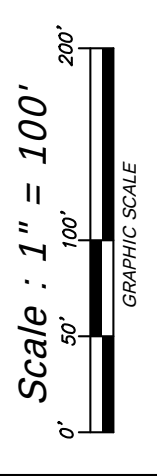
DAVID LEE CYPHERS
RLS NUMBER 2779
DATE: MAY, 01, 2024



BOUNDARY SURVEY

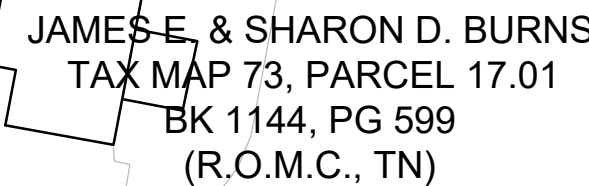
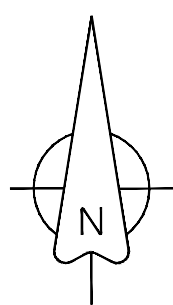
THE MIKE SPARKS PROPERTY
0 LASEA ROAD
SPRING HILL, MAURY COUNTY, TENNESSEE
TAX MAP 73, PARCEL 17.02
RECORD BOOK R2379, PAGE 457-(R.O.M.C., TN)

DRAWN BY: TSH CHECKED BY: DLC



DATE: MAY, 01, 2024	REVISIONS	BY	CHANGE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			
70			
71			
72			
73			
74			
75			
76			
77			
78			
79			
80			
81			
82			
83			
84			
85			
86			
87			
88			
89			
90			
91			
92			
93			
94			
95			
96			
97			
98			
99			
100			

JOB NO. 2023-0498
SHEET 1 OF 1



LARRY A. & JO ANN ANDERSON
TAX MAP 73, PARCEL 19.01
BK 1182, PG 974
(R.O.M.C., TN)

PHASE 1A
QUAIL RUN MEADOWS
SUBDIVISION
PLAT BOOK: P22, PAGE: 330

PHASE 2
QUAIL RUN MEADOWS
SUBDIVISION
PLAT BOOK: P23 PAGE:

Civic Space
0.30AC

Civic Space
0.62AC

Detention Pond

Detention Pond

HULEN FAMILY PARTNERSHIP
TAX MAP 73, PARCEL 18.00
BK R2756, PG 441
(R.O.M.C., TN)

TRACELAND, LLC
TAX MAP 99, PARCEL 29.05
BK 7090, PG 511
(R.O.W.C., TN)

FLOOD NOTE
THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS "ZONE X" AS EVIDENCED ON FEMA PANEL # 47119C0195E OF CITY OF COLUMBIA, MAURY COUNTY, TN, DATED 04/18/2007.

OWNER OF RECORD
SPARKS MIKE & DARYL HANKINS
LASEA RD
SPRING HILL, TN 37174
DEED BOOK 2963, PAGE 1406, R.O.M.C.

APPLICANT
T-SQUARE ENGINEERING
111 SE PARKWAY COURT
FRANKLIN, TN 37064
615.678.8212

CONCEPT PLAN

MAP 073, PARCEL 017.02
COLUMBIA, TENNESSEE

1616 LASEA ROAD

DATE:		N.D.	DATE	REVISIONS
09/06/2024				
SCALE:				
AS SHOWN				
DRAWN BY:				
T-SQUARE				
REVIEWER:				
LTS				

PROJECT
24-0813

SHEET
C-0.0





1616 Lasea Road Annexation & Rezoning

Project #:	25-0091	Location:	Tax Map 73 Parcel 017.02
Applicant:	Louis Sloyan	Case Type(s):	Annexation & Rezoning
Staff Planner:	Charles Rush	Proposed Use:	Residential

PROJECT SUMMARY

The applicant requests annexation with a plan of services for 12.4 acres located on Lasea Road (just north of the I-65 Bear Creek Pike exit). With this annexation request, a zoning of CD-3 has been requested.

- The subject site is located on the north-west side of the Bear Creek Pike/I-65 exit.
- The subject property is adjacent to the city limits both north and south. Immediately adjacent to the Quail Run Meadows Subdivision.
- The Development Review Committee (DRC) evaluated this application at its April 2025 meeting with comments associated with the request.
- A conditional water availability letter has been issued from CPWS, noting its validity of 120 days from issuance. Fire Flow requirements within the City of Columbia are 1,000 gallons per minute (gpm) without sprinkler credit and 500 gallons per minute (gpm) from structures with sprinklers. The letter highlights that unless improvements are made along Blackburn Road at Clara Mathis Road, CPWS is only able to support a minimum fire flow of 500 gpm. CPWS goes on to state that they anticipate completion of water system improvements within the next 2 to 4 years.
- A concept plan, which was submitted, indicates 31 total lots. This concept plan is non-binding.
- The proposed development is consistent with the future land use map (located in Connect Columbia) and is labeled as being Suburban Neighborhoods (SN). SN indicates which Character Districts align with this development pattern. CD-3 is permitted within the SN designation.
- The concept plan submitted demonstrates that it is possible to develop the site in conformity with the standards of the requested character districts.
- The Planning Commission is a **recommending body** for the annexation, in which Section 8.5.20.F of the Zoning Ordinance lists the criteria for Planning Commission action.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.



SITE INFORMATION

An aerial photograph of a residential development. A large, irregularly shaped wooded area is outlined with a thick blue line. This area is situated between Foxchase Dr to the north and Quail Run Way to the east. To the west of the wooded area is a residential street with several houses. To the south of the wooded area is a large, open field. The surrounding area includes several houses, a parking lot, and a road labeled Quail Run Way. The wooded area appears to be a natural feature within the development.

ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES

	Future Land Use	Zoning	Current Use
Subject Property	Suburban Neighborhood	County	Vacant
North	Suburban Neighborhood	CD-3	Single-Family Residential
South	City Center & Urban Village	CD-2	Single-Family Residential
East	City Center & Urban Village	Civic	Vacant
West	Rural Transitions	County	Single Family Residential/Vacant

CONSISTENCY WITH CONNECT COLUMBIA

Suburban Neighborhoods: The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. Where appropriate, the SN future land use area also establishes mixed-use and commercial centers which serve residents' retail needs and provide a wider range of housing options. Each development parcel should add to Columbia's existing sense of place and extend the established form and pattern to create a more interconnected community. Future development should emphasize connectivity and continuity of the city as a whole. The density and intensity of residential development increases in proximity to areas under the CUV future land use classification. In the same way, density and intensity decrease in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks, and schools

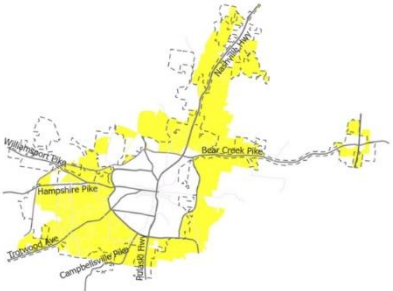
Suburban Neighborhoods

Character & Intent
 The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. Where appropriate, the SN future land use area also establishes mixed-use and commercial centers which serve residents' retail needs and provide a wider range of housing options. Each development parcel should add to Columbia's existing sense of place and extend the established form and pattern to create a more interconnected community. Future development should emphasize connectivity and continuity of the city as a whole. The density and intensity of residential development increases in proximity to areas under the CUV future land use classification. In the same way, density and intensity decrease in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks, and schools.

Land Use Considerations
 The primary land use is low-density detached housing. Along arterial roadways, primary uses may include offices, retail, and all forms of medium-density housing. Secondary land uses include accessory dwellings, two-family homes, civic uses, institutional uses, schools, religious facilities, utility facilities, parks and open space. New industrial and warehouse uses are inappropriate.



Form & Pattern
 The SN future land use area is characterized by the organization of the built environment to extend a succession of large-lot neighborhoods and compact walkable neighborhoods. Development parcels extend established neighborhood patterns. Leap-frogging development is inappropriate. The SN future land use is distinguished from RT in the organization of lots and thoroughfares to form blocks. Physically separated developments which do not extend established block formation and roadway networks are inappropriate. The density of streets and blocks increases with proximity to CUV and community anchors. Implementing bulk and design standards loosely delimit the public and domestic realms though the application of layers and front-to-back discipline of lots. Along arterial roadways, commercial corridors of varying intensities emerge over time with a high-quality built environment typified by a mix of building types and a balance between automobile-oriented and pedestrian-oriented design. The physical intensity of development along arterial corridors varies based on the surrounding residential density and the roadway's place in the transportation network. New development should accompany concurrent extension of complete urban services. Parking is provided on-site by private land users, supplemented by on-street spaces.



Implementing Districts
 Neighborhood-Large Lot CD-3L
 Neighborhood CD-3
 General Urban-Corridor CD-4C (only along Arterial roadways)
 Manufactured Home Park SD-MHP
 Residential PUD PUD-R
 Mixed Use PUD PUD-MU
 Civic CV

Implementing Standards
 General Development Pattern: Mixed Uses & Isolated Uses
 Density (density unites per acre): 4 - 24 du/ac
 Building Height: 1 - 4 stories
 Open Space Elements: Civic Spaces, Parks & Greenways



Land Use: A Guide for Orderly & Beneficial Growth | 36

CONFORMITY WITH ZONING ORDINANCE

As required by **§ 8.5.19.F.3** of the Zoning Ordinance, the applicant has provided a concept plan. The purpose of the concept plan is to demonstrate that it may be possible to develop the site in conformity with the standards of the requested character districts. The concept plan indicates that the property can be developed within the Character Neighborhood District (CD-3).

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its meeting in April 2025. A full list of comments and the applicant's responses is provided in the agenda packet. Some key comments are noted below.

- **Engineering:** Provide ROW/roadway connection to south and north properties (17.01 & 19.01).
- **Planning:** No Comments.
- **Fire Marshal:** No comments.
- **Columbia Water:** A water availability letter was issued on March 13, 2025, it remains valid for 120 days. The availability of capacity to serve is based on a determination by the Fire Marshal of fire flow requirements and the information submitted on the Water Service Availability Request application. Any off-site improvements detailed in the availability letter are the responsibility of the developer/owner. All public water system improvements are subject to the preparation and approval of detailed construction plans prepared in accordance with CPWS and Tennessee Department of Environment and Conservation requirements.
- **Wastewater:** No comments

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its April 2025 meeting, as directed by **Section 8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section 8.5.19 of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section 8.5.19.H.4 of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:



- a. *The Rezoning¹ is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. *It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [, are not contravened];*
- c. *It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. *It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. *It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. *It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.*

SAMPE MOTIONS

Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H.4** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the request to annex with plan of services as presented, subject to technical comments and other conditions presented by planning staff.

Deny:

Move to recommend denial of the requested annexation with a plan of services and zoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H.4** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

Defer:

¹ **Rezoning:** A change in the district boundaries or district classifications of the Zoning map pursuant to Section 8.5.19. **For the purposes of the Ordinance, rezoning also includes the initial zoning of a property that occurs with annexation.**

Move to find that there is insufficient information to make a decision, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [applicant/staff] provide: [list additional information] for review at a future meeting.