



**CITY OF PORTLAND
BOARD OF MAYOR AND ALDERMEN
AGENDA
January 8, 2024**

- 1. Call to Order**
- 2. Prayer and Pledge**
- 3. Roll Call**
- 4. Approval of Agenda**

Public Recognition

In accordance with Tennessee Public Chapter No. 300, public comments are allowed when those comments are germane to actionable agenda items, except where otherwise prohibited; and the number of individuals speaking may be limited to ensure opposing viewpoints are fairly represented. Individuals wishing to comment on an actionable agenda item must sign up before the start of the meeting and are allotted 5 minutes to speak.

6. Presentation - Small Business Administration

7. Communications from Council Members

8. Mayor's Report

9. Alcoholic Beverage Board

Vice-Mayor Jody McDowell, Chairman

- A. Golden Bear #21 - Narendra B. Patel Off Premises Beer Permit at 100 Highway 52W.**

10. Consent Calendar

- A. Department Reports**
- B. Minutes from the City Council Meeting of December 4, 2023.**
- C. Ordinance No. 23-65 – Second Reading - An Ordinance to repeal Ordinance 16-46 which authorized a residential stormwater base rate and a tier rate for commercial and industrial properties and replace with this Ordinance to set a new rate schedule.**

- D.** Ordinance No. 23-67 – Second Reading - An Ordinance to enter an agreement with Nabholz Construction Corporation for the 2023 window replacement for Richland Gym project at Richland Park.
- E.** Ordinance No. 23-68 - Second Reading - An Ordinance authorizing the acceptance of the best bid for the City of Portland 2023 sidewalk contract effective December 4, 2023-December 31, 2024 with a one (1) one year renewal option.
- F.** Ordinance No. 23-69 – Second Reading - An Ordinance creating a job position as Utility Inspector I for the City of Portland department of Utilities.
- G.** Ordinance No. 23-72 – Second Reading - An Ordinance to rescind and replace Ordinance 21-59 to begin a new Fire Line Billing Structure for all dedicated fire lines.
- H.** Ordinance No. 23-73 – Second Reading - An Ordinance to enter an agreement with Community Development Partners, LLC (CDP) to provide professional administrative services for The City of Portland’s Tennessee Department of Environment and Conservation (TDEC) American Rescue Plan Act (ARPA) Competitive Water Resources Protection Grant.
- I.** Resolution No. 24-01 – A Resolution to appoint one new member and re-appoint members to the Portland Industrial Development Board. - *Kathy Dixon, Jess Birdwell, Mark Rice, Thomas D. Hunter, Gail Gentry*
- J.** Resolution No. 24-02 - A Resolution to appoint one member, to The Portland Municipal Planning Commission. - *Robert Tooker*
- K.** Resolution No. 24-03 – A Resolution to appoint one member to The Portland Housing Authority Board. - *Lisa Goss*
- L.** Resolution No. 24-07 – A Resolution approving the re-appointment of one member to The Portland Airport Authority. - *Jeff Collins*

11. Community Development – Alderwoman Megann Thompson

12. Finance – Alderwoman Penny Barnes

- A.** Ordinance No. 24-01 – First Reading - An Ordinance of The City of Portland, Tennessee, amending Budget Ordinance No. 23-25 for the fiscal year beginning July 1, 2023, and ending June 30, 2024.
- B.** Discussion - Donations

13. Fire Department – Vice Mayor Jody McDowell

14. Human Resources – Alderwoman Penny Barnes

15. Legislative – Mayor Mike Callis

A. Resolution No. 24-08 - A Resolution to petition United States Congress for a Water Resources Development Act Budget Appropriation for Water Projects out of the 2022 Allotment.

B. Discussion - Hillcreek Plat

16. Municipal Airport – Alderman Mike Hall

17. Parks & Recreation – Alderman Brian Woodall

18. Police Department – Alderman Drew Jennings

19. Planning & Codes – Alderwoman Megann Thompson

A. Ordinance No. 24-02 – First Reading - An Ordinance amending Zoning Ordinance Number 387, Combined Zoning Ordinance of The City of Portland, Tennessee, by repealing and replacing Article XII: Planned Unit Developments of Language and Definitions.

20. Public Works – Alderwoman LaToya Holcomb

A. Ordinance No. 23-71 - Second Reading - An Ordinance to rescind Chapters 5 and 6 of Title 18 of The Portland Municipal Code and replace with the Title, Stormwater Management, Title 21.

B. Resolution No. 24-04 - A Resolution to approve change order #1 in the increased amount of \$5,798.11 for the contract with Campbell Partners Concrete for The City's Salt Shed Project.

C. Resolution No. 24-09 - A Resolution to approve change order #1 in the increase amount of \$7,948.27 for the contract with Jetton Property Group for the City's Salt Shed Project.

D. Discussion - Street lights

E. Discussion - Parking Lot B

F. Discussion - Semi-Truck Traffic

21. Utility Infrastructure – Alderman Brian Woodall

A. Ordinance No. 24-04 - First Reading - An Ordinance to authorize the Mayor to enter into a Developer's Agreement with Steve Kirby on The Twin Lakes Subdivision, which will include the installation of Water and Sewer Improvements, located at 925 North Broadway in Portland, Tennessee.

- B.** Ordinance No. 24 - 05 First Reading - An Ordinance to enter an agreement with OHM advisors to provide engineering services for The City of Portland American Rescue Plan Act (ARPA) Competitive Resource Protection Project.
- C.** Ordinance No. 24-06 – First Reading - An Ordinance to enter into an agreement with Cumberland Pipeline, LLC for the water, sewer, and gas relocations associated with Tennessee Department of Transportation (TDOT) State Industrial Access (SIA) Road Project Commodore, Pin #127961.00, in Robertson County.
- D.** Ordinance No. 24-07 - First Reading - An Ordinance to enter into an agreement with Infinity Pipeline, Inc. for the Eubanks Road Water Line Project from Vaughn Parkway to Jay Bird Drive in Robertson County.
- E.** Resolution No. 24-05 - A Resolution to approve change order #1 increasing the contract amount with OHM Advisors by \$22,000 for a total contract price of \$87,050 for additional engineering services for the 2023 Highway 52 Water Main Improvements Project.
- F.** Discussion – Official Drought Alert Phase as per the TDEC approved Drought Management Plan.
- G.** Discussion - Water moratorium for Robertson County outside City Limits.

Adjournment



CITY OF PORTLAND, TENNESSEE

OFFICE OF ECONOMIC & COMMUNITY DEVELOPMENT

DENISE GEMINDEN, DIRECTOR

NOVEMBER, 2023



Thanks to Trudy Crafton for this photo of John Swann posing with the theatre poster – way back when.



TVA, TN ECD, and Robertson County ECD were in Portland this month for a lunch meeting with industry.



The Temple hosted some lively shows in November.



TCAT Portland now provides day and night classes for Welding. Nursing, Cosmetology and Construction Classes have also been added to IT, Advanced Manufacturing and Tool and Die Classes.

For More Information Call: 615/325-5575

www.templetheatretn.com

for Upcoming
Shows and Events

- *Provided data requested for Greater Nashville Regional Council's Comprehensive Plan Study.*
- *Completed TDEC's Title VI Training in November*
- *Began working with Sumner County on a Non-Competitive Broadband grant for downtown and Meadowbrook Park. Prepared a Resolution of Agreement for the council's consideration in November and reached out to other potential partners – Portland Senior Citizens Center & TN College of Applied Technology IT instructor. Participated in Zoom calls.*
- *Prepared and Recorded the HOME Program Deed of Trust Release for one of the participants.*
- *Presented ECD's Five-Year-Plan on November 30th.*
- *Attended several Pre-Application meetings in November.*



100 South Russell Street
Portland, Tennessee 37148
Phone 615.325.6776 X246 Cell 615.881.3404
geminden@cityofportlandtn.gov



November, 2023

**Commemorative Engraved Bricks are available from
the Preservation Foundation.
Please help us pave the Way!
For more information visit our website
templetheatretn.com**



Foundation for the Boarding House Sign.



It's beginning to look a lot like Christmas!



The Planning Commission studies developer requests.

DOWNTOWN, DOWNTOWN, DOWNTOWN



**The Portland Preservation
Foundation and the Certified
Downtown Committee met on
October 5th, 2023.**



**Help Pave the Way
Thank you for
supporting the Temple Theatre Restoration**



**Proud Graduates of the Citizens Police Academy
are pictured above.**

- *Communications continued in November with TDOT and Public Works for the placement of the Historic Marker for the Moye-Green Boarding House. Designed invitations and submitted for the ceremony for the unveiling.*
- *Worked with a retail investor interested in a development in Robertson County.*
- *Forwarded a request about Walgreen operation compliance to Nate.*

Capitol Theater was on the same site as the later, **Temple Theater**. In a side area was Elmer Hinton's newspaper production along with Charlie Greens' radio shop. Stairs to the projection room went up from this area. The paper and radio shop were heated by a "potbellied" coal stove, as was the theater. For fire safety, the projector booth was lined with galvanized tin painted gloss black. The projectors were "Holmes." Charlie Green and another Portland native, Rhea Hinton cousin of Elmer Hinton, were the projectionists. Later, a fire that started in the next-door city hall and jail destroyed both buildings. Some hero, unknown to me, was able to crawl through the fire and release the sole inmate from the jail cage. Charlie Green lost a prize possession in an early 1920's T. V. built from a kit.

*Excerpt from Duncan Empson's Portland Memories ~
thanks to Teresa Keen*

Education = Workforce Development & the Creation of a Skilled Workforce = Re-investment of Community Wealth



Jimmy Johnston's Retirement Celebration brought several ECD Colleagues together with well wishes.



Fire Chief Sam Thornton presents a 5-year plan for the Fire Department.

SUSTAINING EXISTING ECONOMIC DEVELOPMENT

- Assisted the Utility Department with contact information for an Easement for Project Commodore (Eubanks Road) State Industrial Access Road Project.
- Met with local industry, TVA and TN Economic Development Business Representative looking at a potential expansion.
- Checked with Leanne Utey, Career Counseling Coach at Portland High School for updates on Workforce Training projects.
- Attended Forward Sumner Jimmy Johnston's Retirement Event in November. Enjoyed seeing my past colleagues from Wilson County and Goodlettsville.
- Congratulations to our very special Lyndi Berrones as she takes on the new role of Assistant Commissioner of Strategic Initiatives. We will miss Lyndi's expertise in our Middle TN Business Development segment of ECD.
- Attended the November Planning Commission Meeting.
- Provided contact information for zoning questions from an Industrial Realtor.
- Reviewed a request for non-disclosure, made some changes and signed and submitted for a potential future project.
- Forwarded a request from a local industry submitted to Middle TN Industrial Development Association to Bryan as it was focused on utility availability.
- Assisted with the update of the members of the Industrial Development Board.
- Communicated power accessibility and capacity for an industrial realtor from TVA.
- Provided notification of CCF Grant Funding.
- Cleaned out files in the upstairs storage room ~ thanks to Rachel, for your help with this.
- Forwarded public record documents of 1171 Vaughn Parkway for Finance Review.
- Forwarded a request for kayaking at the City Lake to Parks and Recreation.
- Forwarded a contact to a local business owner.

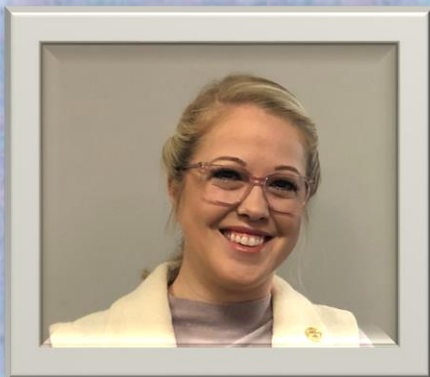


Spending money in Portland, Tennessee brings my money back to me ~ Half of our sales tax dollars support our Sumner County Schools.

November, 2023

Portland Municipal Airport

- Submitted Pay Requests for Property Acquisition (Appraisal and Environmental Clearance) to Black Cat in November. Two payments were received on this project. Provided payment routing to finance.
- Submitted Airport Layout Plan Pay Reimbursement #2 to Black Cat.
- Reached out to the Sumner County Finance office to gather information relative to the County's match funding for Portland Municipal Airport grants. Composed and emailed a letter of correspondence and history packet to the Budget Committee Chairman and the County Mayor.
- Pictured right, the war plane previously showcased at Days Gone By has been dismantled this month.
- Provided updated history information for the Airport Director for the preparation of a handout for Leadership Portland next month.



It has been my pleasure to know and work with Lyndi Berrones in Economic Development for the past few years. Lyndi possesses wonderful “people skills” and is quick to identify the positives rather than dwell on the negatives of every situation. Her position has been elevated to Assistant Commissioner of Strategic Initiatives at the TN Department of Economic Development. I wish her the best, but I hope we will continue to have access to Lyndi’s expertise and professionalism.

***Thank you for your support of
The Portland Municipal Airport***



www.cityofportlandtn.gov

Portland Building Codes Department
November 2023 Monthly Report

<u>PERMIT TYPE</u>	<u>No. of Permits</u>	<u>Amount</u>
Use & Occupancy Permits	3	\$ 105.00
Swimming Pool	-NA-	\$ -NA-
Plumbing	2	\$ 208.75
Mechanical	4	\$ 602.85
Stand Alone Building	3	\$ 1,501.97
Residential Building	2	\$ 2,800.46
Fire Alarm / Fire Suppression	1	\$ 158.65
Commercial/Industrial	2	\$ 8,636.40
Plan Review	6	\$ 4,663.80
Demolition	1	\$ 60.00
Fire Works	-NA-	\$ -NA-
Moving	-NA-	\$ -NA-
TOTAL ALL PERMIT FEES	24	\$ 18,737.88
PORTLAND IMPACT FEE – PARKS		\$ 908.00
PORTLAND IMPACT FEE – POLICE		\$ 1,650.00
PORTLAND IMPACT FEE – FIRE		\$ 5,107.00
TOTAL – PORTLAND IMPACT FEES		\$ 7,665.00
GRAND TOTAL		\$ 26,402.88



Office of the Finance Director
100 S. Russell Street Portland, TN 37148
615-325-6776

As of November 30, 2023
Fiscal Year has elapsed - 42%

	Amount	Unspent Committed Funds
GO Bond 2020	\$3,921,537	\$2,604,624
W/S Bond 2020	\$18,238,174	\$8,843,110

		Board Passed	
		11/30/2023	% of Budget
GENERAL FUND			
Revenue			
Taxes & Licenses	2,045,457	9,052,000	22.6%
Planning & Codes	413,817	675,750	61.2%
Intergovernmental	737,609	2,354,000	31.3%
Miscellaneous	11,101	29,600	37.5%
Court	62,678	152,500	41.1%
Other Revenues	181,525	157,300	115.4%
Loan Proceeds - Other Fin Source	874,383	900,000	97.2%
Grants & Special Projects	308,772	0	0.0%
TOTAL	4,635,343	13,321,150	34.8%
Expense			
General Government	621,884	1,975,061	31.5%
Administrative & Mayor	172,520	383,083	45.0%
Human Resources	49,965	120,726	41.4%
Planning & Zoning	113,478	324,945	34.9%
Codes	57,836	151,955	38.1%
Court	35,129	93,160	37.7%
Police	1,740,164	4,429,397	39.3%
Fire	1,930,285	3,468,260	55.7%
Streets & Highways	490,816	1,284,002	38.2%
City Garage	69,605	150,637	46.2%
State Street Aid	96,451	650,000	14.8%
Animal Control	38,316	69,600	55.1%
Grants & Special Projects	97,538	1,820,000	5.4%
Swimming Pool	0	0	0.0%
Parks & Recreation	514,270	949,920	54.1%
Community Development	52,286	125,402	41.7%
TOTAL	\$6,080,542	\$15,996,148	38.0%

WATER & SEWER		11/30/2023	Board Passed Budget	% of Budget
Revenue				
	Revenue	4,908,206	9,792,000	50.1%
	TOTAL	4,908,206	9,792,000	50.1%
Expense				
	Water Plant	631,523	1,756,238	36.0%
	Water Distribution System	890,240	2,819,389	31.6%
	Grants & Projects	3,152,009	8,787,000	35.9%
	Sewer Collection	570,315	2,108,296	27.1%
	Sewer Plant	795,313	2,759,151	28.8%
	Business Office	179,992	476,334	37.8%
	Utility Administration	277,147	702,941	39.4%
	TOTAL w/ Bond	6,496,540	19,409,349	33.5%

		11/30/2023	Board Passed Budget	% of Budget
AIRPORT FUND				
Revenue		\$2,318,466	\$368,000	630.0%
Expense		\$243,291	\$367,839	66.1%

DRUG FUND				
Revenue		\$4,416	\$4,000	110.4%
Expense		\$36,570	\$43,000	85.0%

STORMWATER				
Revenue		\$414,754	\$815,000	50.9%
Expense		\$434,833	\$1,201,659	36.2%

SOLID WASTE				
Revenue		\$595,603	\$1,355,603	43.9%
Expense		\$485,435	\$1,312,620	37.0%

GOLF COURSE				
Revenue		\$394,044	\$569,400	69.2%
Expense		\$273,388	\$563,713	48.5%

		11/30/2023	Board Passed Budget	% of Budget
IMPACT FEES				
Revenue				
	Parks	24,758	20,000	123.8%
	Police	15,450	15,000	103.0%
	Fire	34,870	7,500	464.9%
	Interest	10,499	0	
	TOTAL	\$85,577	\$42,500	201.4%
Expense				
	Parks	0	65,000	0.0%
	Police	21,170	0	0.0%
	Fire	100,654	76,000	132.4%
	TOTAL	\$121,824	\$141,000	86.4%
DEBT SERVICE - GENERAL FUND				
Revenue	Transfer from General Fund	\$37	\$719,229	0.0%
Expense		\$168,157	\$719,229	23.4%
GAS				
Revenue		1,501,514	5,881,000	25.5%
Expense		1,350,688	6,770,369	19.9%

Rachel Slusser, CMFO

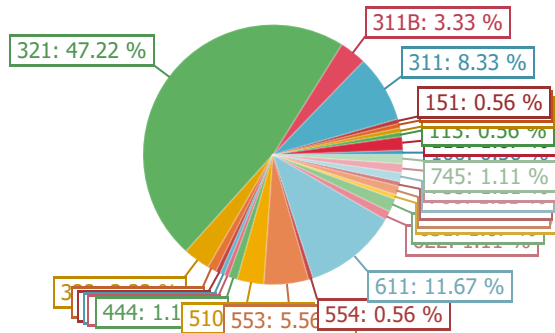


Portland Fire Department

111 Woods Road
Portland, Tennessee 37148
(615) 325-5649



Incident Reports By Incident Type, Summary



100: 0.56 %	355: 0.56 %	651: 1.11 %
111: 1.67 %	412: 0.56 %	671: 0.56 %
113: 0.56 %	440: 0.56 %	700: 1.11 %
118: 0.56 %	444: 1.11 %	735: 1.11 %
131: 0.56 %	510: 3.33 %	745: 1.11 %
151: 0.56 %	553: 5.56 %	
311: 8.33 %	554: 0.56 %	
311B: 3.33 %	611: 11.67 %	
321: 47.22 %	622: 1.11 %	
322: 3.33 %	631: 1.67 %	
324: 1.11 %	631A: 0.56 %	

Incident Type	Total Incidents	Percent
100 - Fire, other	1	0.56%
111 - Building fire	3	1.67%
113 - Cooking fire, confined to container	1	0.56%
118 - Trash or rubbish fire, contained	1	0.56%
131 - Passenger vehicle fire	1	0.56%
151 - Outside rubbish, trash or waste fire	1	0.56%
311 - Medical assist, assist EMS crew	15	8.33%
311B - Public Assist	6	3.33%
321 - EMS call, excluding vehicle accident with injury	85	47.22%
322 - Motor vehicle accident with injuries	6	3.33%
324 - Motor vehicle accident with no injuries.	2	1.11%
355 - Confined space rescue	1	0.56%
412 - Gas leak (natural gas or LPG)	1	0.56%
440 - Electrical wiring/equipment problem, other	1	0.56%
444 - Power line down	2	1.11%
510 - Person in distress, other	6	3.33%
553 - Public service	10	5.56%

Incident Type	Total Incidents	Percent
554 - Assist invalid	1	0.56%
611 - Dispatched & canceled en route	21	11.67%
622 - No incident found on arrival at dispatch address	2	1.11%
631 - Authorized controlled burning	3	1.67%
631A - Unauthorized controlled burning	1	0.56%
651 - Smoke scare, odor of smoke	2	1.11%
671 - HazMat release investigation w/no HazMat	1	0.56%
700 - False alarm or false call, other	2	1.11%
735 - Alarm system sounded due to malfunction	2	1.11%
745 - Alarm system activation, no fire - unintentional	2	1.11%

Total Number of Incidents: 180

Total Number of Incident Types: 27

Incident Type

Total Incidents

Percent

Report Filter Settings

Report File Name: Incident Reports by Incident Type, Summary

Filter Name: Last Calendar Month

Filter Expression: [AlarmDateTime] is between '11/1/2023 12:00:00 AM' and '11/30/2023 11:59:59 PM'

Human Resources Monthly Report November 2023

New Hire Orientations	November	YTD
Full-Time	3	35
Re-Hires	1	2
Part-Time	1	8
Retirements	0	1
Severances		
• Voluntary	8	29
• Involuntary	0	3
Workers Comp Claims	0	23
Current posted positions	6	



Monthly Report / November 2023
Jamie White, Parks Director
Tammy Groves, Assistant Parks Director
Trent Stephens, Park Maintenance Supervisor
Marty Bullington, Golf Course Manager

Civic Clubs

Portland Youth Football League	Off Season
Portland Soccer Club	Off Season
Dixie Youth Baseball	Off Season

Parks and Recreation Programs and Events

The 50th Annual Harvest Craft Show was a huge success. We had 70 booths set up this year. That is 40 indoor and 30 outdoor. Weather was perfect, which made for a great turnout.

Visit with Santa is set for Saturday December 9th at Richland Gym from 10 am to 12 noon.

Christmas for Kids wrestling event is set for Saturday December 16th at Richland Gym.

The 2 – 5 years old new playground structure is set to be installed the week of December 18th at Richland Park.

The disc golf app we use is estimated about 20% of players sign in. In the month of November, we recorded 82 rounds played with 4 states being represented. Players from Tennessee, Kentucky, Maryland, and North Carolina played the 18-hole course.

Outdoor facilities along with our irrigation systems have been winterized.

A great gift this Christmas Season is a gift card from Dogwood Hills. We have 9-hole and 18-hole gift cards available.



January 20023 - November 2023

<u>Category</u>	<u>Items Sold</u>	<u>Total Sales</u>
Annual Memberships	62	\$71,350.00
Cart Rentals	1,243	\$6,235.00
Concessions	6,819	\$12,033.25
Daily Rounds	9,003	\$234,830.00
Pro Shop	1,808	\$56,722.19
Shed Rentals	6	\$1,800.00
Total:		\$382,970.44

PORTLAND POLICE DEPARTMENT MONTHLY REPORT

11/1/2023 TO 11/30/2023

CID ACTIVITY					
Cases Assigned	19	Interviews Conducted	66	Asset Forfeitures	0
Cases Closed	2	Monitored Interviews	1	DCS/AOA	27
Cases Cleared	18	Search Warrants	5	Knock and Talk	8
Call outs	1	Judicial Subpoenas	5	Assist Patrol Units	2
Grand Jury Cases	4	General Sessions Cases	5	Forensic Interviews	0
Grand Jury Hours	9	General Sessions Hours	4	Fire Investigations	0
Juv Court Cases	1	Criminal Court Cases	0		
Juv Court Hours	2	Criminal Court Hours	0		

Records Activity			
Copies Distributed		Background Checks	
Walk-ins	18	Government	1
E-mails	57	Public Housing	0
Grand Jury & DA Copies	8	Local	2
Arrest Reports	42	Incident Reports	94
Written Warnings		City Citations	

ANIMAL CONTROL ACTIVITY					
CALLS ANSWERED	88	WILDLIFE	0	DECLARED VICIOUS	0
ANIMALS PICKED UP	30	RETURNED TO OWNER OR RESCUE	7	BARKING COMPLAINT	0
SENT TO S.C.S.C.	0	TRAPPED ANIMALS	0	CRUELTY & WELFARE COMPLAINTS	4
DOGS	28	ANIMAL BITE ON ANIMAL	3	WILDLIFE/LIVESTOCK COMPLAINTS	3
CATS	1	ANIMAL BITE ON HUMANS	2	TICKETS/WARRANTS/ARRESTS	6
LIVESTOCK	0	EUTHANASIA	0	WARNINGS	2
		ADOTPTIONS	11	REPORTS	7
SPECIAL ASSIGNMENTS	0	INTAKE	14		

PROPERTY MAINTENANCE / CODES			
CASE NUMBERS	4	RESOLVED BY CONTACT/PHONE	3
NON-COMPLIANCE LETTERS	3	CITY COURTS DATES	1
NEW GRASS/RUBISH COMP	4	CITY HALL BANK ESCORTS	17
RE-INSPECTIONS	3	MAIL DELIVERY	17
PARKING COMPLAINTS	0	ASSIST ANIMAL CONTROL	2
FOLLOW-UP PARKING COMP	0	ARRESTS	CIVIL WARRANT
VEHICLES (NON-COMP)	0	REPORTS	0
WORK ORDERS	0	CITATIONS	0
PROPERTY LIENS	0	WRITTEN WARNINGS	0
RELEASE OF LIENS	0		

CALLS FOR SERVICE

911 HANG UP	18	EVADING	1	SCHOOL ZONE	30
911 MISDIAL	28	EXPORTE SERVICE	0	SEX OFFENDER REGISTRY	0
911 MISDIRECT	3	EXTRA PATROL	119	SEXUAL ASSAULT	0
911 OPEN LINE	18	FIELD INTERVIEW	0	SHOOTING	0
ABANDONED VEH	3	FIGHT	1	SHOPLIFTING	2
ABUSE INVESTIGATION	1	FIREARM DENIAL	0	SHOTS FIRED/HEARD	3
ACCIDENT INJURY	4	FIREWORKS	0	SOLICITOR	1
ACC. INJURY HIT/RUN	0	FOLLOW UP	27	SPECIAL ASSIGNMENT	1
ACCIDENT PROPERTY	38	FORGERY	0	SPC. ASSIGNMENT-COMMUNITY	3
ACC. PROPERTY HIT/RUN	1	FRAUD	5	STABBING	0
ACC. SERIOUS INJURY	3	GANG ACTIVITY	0	STALKING	0
ACTIVE SHOOTER	0	GAS DRIVE OFF	0	STOLEN VEHICLE	0
ADMIN INVESTIGATION	0	HANGING	0	SUBDIVISION CHECK	1
AIRCRAFT EMERGENCY	0	HARASSMENT	2	SUBJECT CHECK	13
ALARM	31	HOSTAGE SITUATION	0	SUICIDAL SUBJECT	4
ALARM HOLD UP/PANIC	1	HOTEL CHECK	0	SUS. INCIDENT	20
ALARM TEST	0	ILLEAGAL DUMPING	1	SUS. PERSON	18
ANIMAL CALL	64	INDECENT EXPOSURE	0	SUS. VEHICLE	6
APARTMENT CHECK	2	INVESTIGATION	0	TALK TO OFFICER	152
ARMED SUBJECT	0	JUVENILE	9	THEFT	13
ARSON	0	JUVENILE TRANSPORT	0	THREATS	5
ASSAULT	2	KIDNAPPING	0	TRAFFIC ENFORCEMENT	4
ASSIST CITIZEN	19	KNOCK AND TALK	2	TRAFFIC HAZARD	9
ASSIST EMS	12	LAKE CHECK	1	TRAFFIC STOP	255
ASSIST FIRE	10	LOCKOUT	1	TRESPASS	2
ASSIST OTHER AGENCY	19	LOCKOUT URGENT	1	UNAUTHORIZED USE OF VEH	0
ATTEMPT TO LOCATE	6	LOST/FOUND PROPERTY	10	UNK SITUATION	2
BARRICADED SUBJECT	0	LPR HIT	0	VANDALISM	3
BOLO	7	MENTAL TRANSPORT	1	VEH. BURGLARLY	0
BOMB THREAT	0	MISC/MATTER OF RECORD	10	VEHICLE CHECK	28
BURGLARY	3	MISSING ADULT	0	VIOLATION CORRECTION VERIFY	12
BUSINESS CHECK	218	MISSING JUVENILE	1	VIO. ORDER OF PROTECTION	0
CAR SEAT CHECK	0	NOISE COMPLAINT	9	WARRANT	2
CHECKPOINT	0	OPEN DOOR	2	WEATHER RELATED ISSUES	0
CITY CALL OUT	1	OVERDOSE	1	WELFARE CHECK	14
CIVIL MATTER	9	PARK CHECK	56		
CODE 99	0	PARKING COMPLAINT	2		
CODES	4	PROSTITUTION	0		
DAMAGE TO PROPERTY	9	PROWLER	0		
DEATH INVESTIGATION	2	PUBLIC INTOX	0		
DELIVER MESSAGE	1	RECKLESS DRIVER	26		
DISORDERLY CONDUCT	0	REFERRAL	1		
DISTURBANCE	14	REPO	5		
DOMESTIC	12	RIOT	0		
DRILL	1	ROBBERY	0		
DUI	3	RUNAWAY	0		
DRUG INVESTIGATION	1	SCAM	1		
ESCORT	9	SCHOOL CHECK	24		
PHONE MESSAGE	0	TEST CALL	2		
PRIVATE PROPERTY TOW	0	TRAFFIC COMPLAINT	3		

Total Calls for Service	1504
Total Written Warnings	68
Total Speeding Citations	26
Total all other city citations	32
Commercial vehicle enforcements	2
Total Arrest	37

FLEX UNIT INFORMATION

TRAFFIC STOPS	37	DRUGS CASES	3	WEAPONS SEIZED	0
WARNINGS	28	Misdemeanor	3	RIFLE	0
CITATION	7	Felony	0	SHOTGUN	0
ARRESTS	8	Paraphernalia	3	PISTOL	0
		ASSET FORFEITURES	0	OTHER	0
		Vehicles	0		
		Currency	0	KNOCK AND TALKS	1
		Other	0		

WARRANTS SERVED	1	ASSIST PATROL	11	CONSENSUAL ENCOUNTERS	0
K-9 ALERTS	1	ASSIST OTHER AGENCY	1	ASSIST CID	10

FLEX UNIT COURT INFORMATION

GRAND JURY	# OF CASES	2	# OF HOURS	3
GENERAL SESSIONS	# OF CASES	3	# OF HOURS	4
JUVENILE COURT	# OF CASES	0	# OF HOURS	0
CRIMINAL COURT	# OF CASES	0	# OF HOURS	0

		Portland Police Department															
		PPD PATROL DIVISION ACTIVITY FORM															
		Month: NOVEMBER 2023															
		Supervisor: WILLIAMS															
Officer	Crashes Worked	Speed Cite	DUI	Child Seat	Seat Belt	Distracted Driving	Other Cites	Other Warnings	Verbal Warning	School Zone	CMV	Reports	Assist	Extra Patrol/BC	Arrests	Total Stops	Calls for Service
ADAMS	10	0	0	0	0	0	0	5	19	0	0	8	43	120	1	15	45
BERRY	0	0	0	0	0	0	0	0	0	0	0	1	17	10	0	0	26
BISE	1	5	0	0	0	0	0	1	4	0	0	5	30	8	2	10	18
CLINE	6	0	0	0	0	0	0	0	9	0	0	7	18	5	3	9	42
CRADDOCK	1	0	1	0	0	0	0	0	0	0	0	3	27	30	4	2	31
GAZZO	1	0	0	0	1	0	8	6	6	0	0	3	20	41	2	17	11
LADD	9	5	0	0	0	0	3	7	9	0	0	13	27	31	5	25	86
LONG	4	0	0	0	0	0	0	0	0	0	0	3	1	16	0	0	57
MILLER	3	0	0	0	0	0	0	0	0	3	0	1	24	8	0	0	64
PHARRIS	3	0	0	0	0	0	0	0	0	0	0	3	0	2	0	0	48
PSZENITZKI	0	0	0	0	0	0	0	0	0	0	0	3	20	0	2	0	28
RILEY	5	0	0	0	0	0	0	12	6	6	0	12	25	31	4	18	44
RONAN	2	11	1	0	0	1	8	11	5	0	1	6	46	26	5	31	14
RUSH	10	3	0	0	0	1	3	20	2	8	0	12	15	59	3	26	90
STEPHENS	6	1	0	0	0	0	2	3	8	0	0	9	9	47	3	19	82
TONEY	0	1	0	0	0	0	2	0	1	0	0	1	25	20	1	3	11
WILSON	0	0	0	0	0	0	1	2	3	0	0	5	21	26	2	7	15
WILLIAMS	1	1	0	0	0	0	0	0	0	0	1	2	3	0	1	3	7
Total:	62	27	2	0	1	2	27	67	72	17	2	97	371	480	38	185	719

Totals by Detective

Unit #	DETECTIVE	CASES ASSIGNED	CASES INACTIVE	CASES CLEARED	INTERVIEWS CONDUCTED	ASSIST PATROL	AOA'S	JUDICAL SUBPOENA	SEARCH WARRANTS	CALL OUTS
Nov-23										
705	Lt. J. ARNOLD	0	0	0	0	0	26	0	0	0
760	J. BARTOLOTTA	5	0	4	15	2	0	0	0	1
761	C. HOPE	8	0	10	43	0	0	3	3	0
762	D. DALBEC	6	2	4	8	0	1	2	2	0
	TOTALS	19	2	18	66	2	27	5	5	1



CITY OF PORTLAND
STORMWATER MANAGEMENT PROGRAM
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615/325-6776

Date: 12/28/2023

Stormwater Management Monthly Report- November and December 2023

Stormwater Ordinance

TDEC issued a new Small MS4 permit on September 1, 2022. All MS4s with coverage under this permit must update their own stormwater regulations within 2 years of the effective date. The Stormwater Department has been working for the last few months on updating the ordinance to comply with TDEC's guidelines. The ordinance was completed and sent out for a third-party review in November. It was passed through first reading at the December 4th Council meeting and is going for second reading on January 8th. There were many changes throughout the ordinance including design standards, grammatical changes and new policies and procedures. The new ordinance will become effective immediately after passage.

Construction Site Runoff Control

Pre-Construction Meetings: 1- Kirby Building Systems Storage Addition

LDPs issued: 5

CGP Inspections: 16

CGP inspections are required once monthly per TDEC. Most sites are inspected more than once a month through pre-con inspections, re-inspections, and illicit discharge complaints. Residential sites that are not under TDEC coverage are inspected on a weekly basis. Track out was the main complaint in these two months due to wet weather conditions.

Permanent Stormwater Management

New LTMA's received: 0

LTMA Inspections Received: 0

Good Housekeeping

Good housekeeping inspections of all municipal owned facilities were done in December as prescribed in the Stormwater Management Plan. Inspections were done at the Golf Course, Parks, Public Works and Utilities campus. Inspection findings were distributed to department heads and supervisors. Corbin Keen attended a Level 1 recertification class in Nashville and passed the exam.



CITY OF PORTLAND

GRANT PROGRAMS

SUE KIM – ADMIN. CLERK II

100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Telephone 615-325-6776

Grant Programs Monthly Report – Dec. 2023

Active Projects

Safe Routes to School Grant <Portland West Middle School (PWMS)>

Railroad Crossing <Downtown Intersections - E Market, Main, E McGlothlin Street (CSX/TDOT)>

CMAQ (Congestion Mitigation and Air Quality) <Hwy 109 from College St. to Hwy 52>

Surface Transportation Block Grant (STBG)<Scattersville Rd. & New Deal Potts Rd>

Surface Transportation Block Grant (STBG) <Kirby Dr. & S Russell St.>

Surface Transportation Block Grant (STBG)<Pedestrian Connector Project - College Street>

Project Status

PWMS - Closing phase and waiting for partial final reimbursement.

Scattersville Road – Closing phase.

Railroad Crossing –Updating bid documents by engineering firm for concrete work and signing/stripping work and the City is contracted with Stansell Electric Company for Signal Light, Campbell Partners Concrete for Sidewalk and Kerr Bros. & Assoc. for Signing & Striping.

CMAQ – Waiting on TDOT to confirm budget amendment to include mast arms.

Kirby Road & S. Russell Street Resurface –Design Phase and received reimbursements NEPA FY 22-23 #2.

College Street Sidewalks – NEPA phase; additional surveys work is needed due to one property being on historic registry. TDOT approved additional funds for survey work. Once TDOT updates system to allow.

Reimbursement Status

Request final reimbursement for the Portland West Middle School amount of \$16,886.00 and \$8,258.62, received \$8,258.62 on 12/20/23.

Received final reimbursement for STBG Scattersville Rd & New Deal Potts Rd project amount of \$3,082.00 on 11/30/2023.



CITY OF PORTLAND

GRANT PROGRAMS

SUE KIM – ADMIN. CLERK II

100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Telephone 615-325-6776

Received reimbursement for STBG Kirby Rd & S. Russell St. FY 22-23 \$7,924.50 on 11/30/2023.

Approved reimbursement by TDOT- STBG College St. sidewalks FY 22-23 #3 amount of \$27,507.65.

Name	Funding Type	Description	Total Contract Amount	Total City Expenditures	Current FY 23-24 Reimbursement	Total Reimb. Amount
PWMS	SRTS&TAP	Sidewalks	\$ 204,694.85	\$ 198,151.24	\$ 8,258.62	\$ 177,959.62
Scattersville	STBG	Resurfacing	\$ 454,240.20	\$ 408,193.78	\$ 3,082.00	\$ 326,047.64
CMAQ	ITS	Traffic Signals	\$ 762,662.50	\$ 39,478.85	-	\$ 39,478.85
College	STBG	Sidewalks	\$1,139,215.00	\$109,371.48	-	\$ 36,499.58
Kirby & S. Russell	STBG	Resurfacing	\$446,295.00	\$61,007.84	\$ 7,924.50	\$17,910.00
Volkswagen Diesel	TDEC	Large Truck	\$98,437.50	\$148,950.00	-	\$ 98,437.50
Volkswagen Diesel	TDEC	Midum Trucks	\$113,328.75	\$157,900.00	-	\$118,425.00
			\$76,233.48	\$91,818.00	-	\$68,863.50

Stormwater Field Crew Council Report

Submitted by: David Harris

Data for the month of Nov.

Meeting Date: Jan. 8, 2024

Called in Tn One Call tickets

Met with homeowners about drainage issues or upcoming jobs

Equipment – Maintenance, clean up, and haul to various job sites

Placed order for supplies needed for upcoming jobs. Unload deliveries.

Prep and move supplies, trucks and equipment for upcoming jobs.

Cleaned and service equipment

Attended: Annual Christmas Dinner & Equipment Rodeo in Nashville

Checked and cleaned tiles and storm drains throughout the city

Beaver Dams - broke loose and reset traps / Various locations

Helped repair yards to help water distribution get caught up.

Hauled multiple loads of rock for convenience center new roadway layout

Helped jackhammer roadway for water distribution to repair a leak (E Market St)

Cora St. - Dug up old tile, installed new pipe, cleaned up dirt work, seed and straw area.

City Dump project: clearing of tree's, prep area for upgrades to the convenience center.

Burn brush daily

Parman Tractor: pick up parts for our equipment

Garrott Bros: Pick up blocks (Convenience Center project)

Sanitation Dept Council Report

Monthly Report for November 2023
Meeting Date: January 8 , 2024

Sanitation Dept is responsible for picking up, disposing of household trash and bulk items.

Pick up bulk items - Furniture, appliances, etc.....

Pick up brush (Claw truck, and chipper)

Pick up trash carts at curb repair or replace damaged carts

Keep trucks and equipment in working condition.

Travel to Sumner Co. Resource Authority to empty

2 claw trucks picking up bulk items and brush at curbside

Burn Box @ dump – burning brush to clean up site

Sumner Co. Resource

Authority	# of loads	Tonage	Per Ton	Dumping fee
City of Portland	52	513.37	55.00	28,235.35
Volunteer Recycling	15	49.72	55.00	2,734.60
		563.09		\$30,969.95

Volunteer Recycling

Center	# of loads	Haul cost	Hauling Total
City of Portland	13	275.00	\$3,575.00
Portland Cares	1	137.50	\$137.50
			\$3,712.50

Monthly Dump Fee	\$30,969.95		
Monthly Haul Fee	\$3,712.50		
	\$34,682.45	Nov	2023

Street Dept Council Report

Submitted by: Martin Weekley
Data for the month of November
Meeting Date: January 8, 2024

Maintain the downtown area - pick up trash, empty cans, water flowers, etc....
Maintain sidewalks and roadways - pick up trash, weed eat and spray
Maintain all the intersection islands and curbs.
Maintenance of traffic signals, school zone lighting and decorative street lights.

Trimmed low hanging branches and tree's that fell over the roadway
Signage - Replaced stop signs, brackets, replace post, install new signage & post.
Potholes: checked, graveled or patched with hot mix. Cold patch as needed
Road Cuts: gravel filled until patched with hot mix
Roadway cracksealing: Fairfield Rd, Amy Dr, Grant Ct, Andrea Ln
Repaired edge of multiple roadways
Brush & Bulk (Chipper truck, 2 claw trucks, truck with trailer) numerous loads

Office paperwork - Time sheets, po request, review work orders and route sheets
Training / Meetings - Traffic class training and equipment rodeo in Nashville
Clean, Check and Maintenance trucks and equipment
Clean at the Shop / put away tools - Daily
Clean up at shop (organize signage and other materials)
Repair equipment and tools (Tires, batteries, hoses, decks, fluids, fittings, blades, etc)
Helped check storm drains -city wide

Hauled millings and dirt to various job site (Repairing roadway and shoulders)
Hauled 13 loads of millings to convinence center (Improving the layout)
Removed debris and dead animal from roadway

Got all material ready to set up for Christmas Tree lighting and Parade (Signs, Cones, Barricades, and Stage) Set up and remove all of them. Also worked during the event cleaning up and assisting citizens.
Finished assembling various decorations, and putting up banners, Christmas lights - Market St, City Hall, Mini Park tree, Golf Course, fire halls, gazebo area and at Moye-Green – Lights, candy canes, archways.
Started prepping for winter put on plow, blower, salt spreader, and blades on trucks
Helped do yard repairs (water distribution needed help catching up)
Prepped lot for the new salt shed
Placed digital signage for parade
Concrete work - WB Dye bench site, 7th St., and Old Westmoreland Rd
Installed risers for the paving crew
Put out Halloween décor - bales of straw, mums etc..

Street Dept Council Report

Convenience Center

Attendant on site on Wednesday's & Saturday's

Push brush piles & burn it in the burn pit and/or fire pit

Smash down the dumpsters to be hauled to Gallatin

Call and schedule dumpster hauls with Volunteer Recycling Center

Cleaned out the hot box and smooth out driveway

Took various trucks and equipment to city shop or outside shops for repairs (T-113 & T-116)

Pick up parts, equipment and various supplies.

**City of Portland
Office of Recorder
100 South Russell Street
Portland, Tennessee 37148**

Phone 615/325-6776 Ext. 245

November 2023 Monthly Report

Number of Council Meetings	1	November 6 th
		7 Council Members present
		0 Council Members absent
Number of Work Study Meetings	0	
Number of Liability Claims	1	
Number of Property Claims	0	
Number of Records Requested	8	

Continued training and set up for new Recorder software.



CITY OF PORTLAND

PORTLAND NATURAL GAS

LUCAS BAKER – GAS SUPERVISOR

126-B MORNINGSIDE DR.

PORTLAND, TENNESSEE 37148

Office: (615) 325-6776, ext. 187

Email Address: lbaker@cityofportlandtn.gov

Gas Dept Monthly Report –November 2023

- 6 Gas Services installed consisting of 1,710ft of ¾" service line pipe
- Repaired ¾" service leaks at 1007 Songbird Ln and 190 Link Rd
- Repaired 2" meter leak at 604 S Broadway
- Repaired two 2" Creek Crossings at Guthrie Rd and Hodges Rd
- TGT Gate Station Hightide Telemetry repair
- 9 yard repairs
- Gas Crew qualified for two Operator Qualification Test
- Atmospheric Corrosion Inspections on residential and industrial gas meters-TPUC Requirement
- Gathered GIS data to assist in updating the Natural Gas System
- Gas Leak Investigations
- Various gas pressure checks
- Air Test Inspections
- Daily monitoring of Gate Stations and odorant injection
- Daily work orders and Tennessee One Calls –(Seasonal Cut On's and increase in One Call Request)
- Monthly Odorant Sniff Test – TPUC requirement



DEPARTMENT OF UTILITIES

SEWER COLLECTION DEPARTMENT

122 D MORNINGSIDE DR.

PORTLAND, TENNESSEE 37148

Telephone 615-323-1437

Email Address: jharrison@cityofportlandtn.gov

Monthly Report for November 2023.

During the Month of November, the department checks daily the 84 pump stations that are in the Collection System, this is required by TEDEC and takes up a good portion of each day. We also locate TN 1 Calls that come in daily, and their number can vary from 0 to any number per day. Some TN 1 calls are Emergency Locates that require a 2hr response time, we had 3 of these this month and 2 short notice locates.

We had some "Service Calls" which resulted in rodding 4 service lines. Some calls were issues or questions, the homeowner had with their service line or problems under the house. Other calls were questions about plumbing repairs or odor complaints. We met with Contractors that were installing Sewer lines and private pumps. We had 2 new sewer inspections and reinspected 2 others multiple times. We had 3 Telemetry Call out, due to pump failure and a problem with the transducer. We concreted around a hit manhole and had 3 after hours call outs.

While checking the pump stations this month we found several problems. We pulled 10 clogged pumps and changed out a bad one. We repaired airlocked pumps, changed 4 floats & rewired some broken wires. We changed a start capacitor, worked on air release valves, and repaired a broken force main in the wet well. We tore apart a pump and got it ready for Buntin farms in case the other one fails while we are waiting on the new one. We turned on the heaters this month for the above ground stations and replaced 8 of them and 2 GFI plugs on the pumpstation. We also got Westland pumpstation rehabbed due to problems with the wet well.

We had other non-pumpstation related work such as replacing 2 broken plastic c/o boxes and 3 broken c/o caps. We also continued with our monthly grease removal at pump stations and did 2-yard repairs. We capped off 1 broken unused service that was open and leaking into the system.

We CCTV 5 services for tap locations and needed repairs. We inspected taps for business permits, demos, and main lines for location of taps. We cleaned grease out of 3 pumpstations and jetted lines to CCTV them. We CCTV 12 Sections of main lines to inspect the condition of them and locate taps for possible repairs.

This month we met with Steve Perdue finishing the open ditch inspection of Park Side Estates, as he is installing the sewer lines. We inspected the tie in of the services at the park and Hood trail. We vac tested the new manhole that was installed on Hood Trail and have the first section all tied in and completed. We had 1 day of interviews. We finally finished the Field Haven apartments they finally installed all the required cleanout boxes in the complex. We started working on pump station breakdowns, listing the different parts of the pumpstations for tracking failures on the Elements software. The Collection System had 2 DWO Overflows this month. Our monthly safety meeting this month was over" Vehicle & Equipment Usage and working around equipment.

Jon Harrison
Supervisor of Collections.



CITY OF PORTLAND
WATER DEPT SUPERVISOR THOMAS O'LOUGHLIN
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615-670-3977
Email Address: toloughlin@cityofportlandtn.gov

November 2023 MONTHLY REPORT

WATER DISTRIBUTION DEPARTMENT

¾" Service Line Leaks (All services were renewed)

- 122 Sandye Ave – long service
- 250 Portland Lake Rd – long service
- 165 Parks Rd – long service
- 114 Oak Hill Dr - long service
- 510 W Market St – short service
- 455 Fairfield Rd – short service (all in asphalt)
- 236 Old Martin Chapel Rd – long service
- 113 Hillwood Ct – 106ft short service

1" service Line Leaks (All services were renewed)

- 502 Hwy 52 E

Main Breaks

- Fowler Ford Rd 6" cap off stub that contractor damaged
- 209 Fowler Ford Rd 8" main break repair
- E Market St 6" Cast Iron Circle break in asphalt road cut

Retire 4"/6" stub water main, installed plug in 4" valve. In asphalt/ road cut

New Service Installations

- 5723 Bill Anderson Rd – long mole shot
- 765 Coker Ford Rd – short
- 468 Fowler Ford Rd – short
- 204 A Kerr Way – short
- 204 B Kerr Way – short
- 102 Oak Hill Dr – long mole shot
- 109 Thompson Branch Rd – short
- 187 Thurman Kepley Rd - short

Yard Restorations

- 117 Grant Ct
- 119 Grant Ct
- 203 Grant Ct

Meter Box Replacements

- 117 Grant Ct
- 119 Grant Ct
- 203 Grant Ct

Meter Replacements (35) – All houses on Grant Ct

- Cleaned out all meter boxes with vacuum excavator trailer.
- Determined city side service material and size and customer service material and size for TDEC Lead and Copper Rule service line Inventory.

Back-flow device inspections (48)

- Re-inspections (2)

Fill/flush/sample new 12" water main on Old Westmoreland Rd and put in service

Fill/flush/sample new 6" main on Grandview Ave and put in service.

Inspect new 12" main on Portland Blvd.

Locates- higher than usual volume due to pole replacements. CEMC sub called in 150 pole replacements twice.

Run Traffic

Cut off lists (3)

Flush distribution system to maintain Chlorine residual in system.



CITY OF PORTLAND

298 PORTLAND LAKE ROAD

PORTLAND, TENNESSEE 37148

Telephone 615/325-6776 ext. 192

Mobile 615/566-7074

Email Address: PortWTP@cityofportlandtn.gov

Portland WTP Report for Month of November 2023

- Submitted October 2023 DMR via the EPA CDX online portal.
- Submitted October 2023 MOR's via certified mail.
- Cleaned leaves from WFDC intake as needed.
- Received quarterly UCMR5/PFAS testing results.
- Borrowed street dept.. lift, cleaned WTP gutters.
- Guardian Systems replaced the defective camera on the front of the WTP.
- Drained and cleaned sedimentation basin #1. Inspected trac-vac trolleys, cables, and drive units. Performed maintenance as needed.
- Pre-construction meeting was held at WTP for UST close out project.
- Collected quarterly DBP and fluoride samples, delivered to Pace Analytical in Mt. Juliet.
- Processed bac-t samples for CSBUD and the City of Westmoreland water system.
- Verified genset weekly exercises @ WTP and both booster sites.
- Checked monitoring wells at City Lake.
- Collected and processed 25 bac-t compliance samples.
- Routine maintenance was performed on schedule.
- Produced 61,514,000 gallons of potable water for distribution to customers.



CITY OF PORTLAND
LARRY QUATTLEBAUM- WRF CHIEF OPERATOR
122-A MORNINGSIDE DRIVE
PORTLAND, TENNESSEE 37148
Office: (615) 325-6776,ext 186
Mobile: (615) 806-2736

Date: 12/19/2023

DECEMBER MONTHLY REPORT

Construction continues at the Water Reclamation Facility. Training new employees to do Laboratory tests and day-to-day duties. We had our Chlorine system Preventive Maintenance done by Chemical Feed Systems. We worked on organizing our storage in the control building.

Larry Quattlebaum
Portland TN WRF Chief Operator



BOARD OF MAYOR AND ALDERMEN MINUTES

December 4, 2023
5:00 PM

1. Call to Order

Mayor Mike Callis called the meeting to order at 05:03 PM.

2. Prayer and Pledge

Mayor Mke Callis led the Prayer and Pledge.

3. Roll Call

Present: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Also Present: Mayor Callis, City Attorney Bradley, City Recorder Rachel Slusser, Asst. City Recorder Tracy Kizer

Absent: None

4. Approval of Minutes

A. November 6, 2023 City Council Minutes

Motion to approve Alderman Jennings; Second Alderwoman Thompson; **Motion: Passed**

5. Approval of Agenda

Motion by Alderman Woodall to amend Agenda by adding under Parks Department, Item B: Discussion; Second by Alderwoman Holcomb.

Amended Agenda approved.

6. Presentation of Recognitions

A. Honoring David Amonette

The family and friends of prior City Attorney David Amonette were present for the presentation of a bench marked *In Memory of David Amonette*. Tennessee State Representative William Lamberth spoke about Mr. Amonette's service to the City of Portland.

B. Police Department Recognition

Chief Williams presented awards to civilians that assisted with the school bus accident in September of this year. Mr. Logan Arnold and Mr. McKim received a certificate of appreciation from the Portland Police Department.

7. Public Recognition

No one spoke.

8. Public Hearing

- A. Ordinance No. 23-54 First Reading - An Ordinance to amend Article IV of the Combined Zoning Ordinance No. 387 of the City of Portland to specify requirements for Residential Accessory Buildings and/or structures to include side-yard carports.
No one spoke for or against.

9. Communications from Council Members

- Alderman Woodall reminded everyone that Santa will be at Richland Park this Saturday from 10 to 12 noon.
- Alderman Hall was amazed and grateful to all the people that participated in the Christmas Parade and those that watched in spite of the weather.

10. Department Reports:

A. Department Reports

Motion to: Approve

By: Vice-Mayor McDowell

Second: Alderwoman Thompson

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

11. Mayor's Report

- This Wednesday at 3 pm a historical marker will be unveiled at the Moyer Greene house and, shortly after, the Temple Theater will have its ribbon cutting.
- Grant work continuing with all the grants, including the TDEC and water grants.
- Thanks to the Chamber for all the work on the Christmas Parade.
- The City is working with new software for the Council Meetings and may have to pause for a minute if there are any issues and to make sure everything is working.
- The Waffle House is working with the State of Tennessee to finalize the wetland behind their property.

12. Community Development – Alderwoman Megann Thompson

No Items

13. Finance – Alderwoman Penny Barnes

No Items

14. Fire Department – Vice Mayor Jody McDowell

No Items

15. Human Resources – Alderwoman Penny Barnes

- A. Ordinance No. 23-58 – Second Reading - An Ordinance to amend, Section 3 – Compensation, of the City of Portland Personnel Policy.

Motion to: Approve

By: Alderwoman Barnes

Second: Alderman Jennings

Discussion: None

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Abstain: Mike Hall

Motion Passed(voice vote)

16. Legislative – Mayor Mike Callis

- A.** Ordinance No. 23-59 – Second Reading - An Ordinance to amend Title 9 of the Portland Municipal Code by repealing and replacing Chapter 10, a provision for Mobile Food Vendors.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Barnes

Discussion: Vice-Mayor McDowell questioned it could be changed to not move on the weekends. Alderwoman Holcomb questioned if they could be allowed 60 to 90 days to move.

Motion to: Amend to Start February 1, 2024

By: Alderwoman Holcomb

Second: Alderman Jennings

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell

No: Alderwoman Thompson, Alderman Woodall

Amendment Passed (voice vote)

Original To approve Ordinance 23-59 with amendment

Motion:

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passes (voice vote)

- B.** Resolution No. 23-101 – A Resolution to establish City Council Meeting and Planning Commission Meeting dates for 2024.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Thompson

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- C.** Resolution No. 23-108 - A Resolution to petition the Tennessee Legislature to consider possible Legislative changes.

Motion to: Approve

By: Alderman Jennings

Second: Alderwoman Barnes

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

17. Municipal Airport – Alderman Mike Hall

No Items

18. Parks & Recreation – Alderman Brian Woodall

- A.** Ordinance Number 23-67 - First Reading - An Ordinance to enter an agreement with Nabholz Construction Corporation for the 2023 window replacement for Richland Gym Project at Richland Park

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Barnes

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- B.** Discussion

19. Planning & Codes – Alderwoman Megann Thompson

- A.** Ordinance No. 23-54 - Second Reading - An Ordinance to amend Article IV of the Combined Zoning Ordinance No. 387 of the City of Portland to specify requirements for Residential Accessory Buildings and/or structures to include side-yard carports.

Motion to: Approve

By: Alderwoman Thompson

Second: Alderman Woodall

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- B.** Ordinance No. 23-60 – Second Reading – An Ordinance to amend title 20 of the Portland Municipal Code, by repealing and replacing Chapter 2, impact fees, to revise the impact fee schedule for Parks, Police, and Fire.

Motion to: Approve

By: Alderwoman Thompson

Second: Alderman Woodall

Discussion: Alderman Hall questioned the fee structure and why Fire Department fees were higher. Mayor Callis advised the study provided the fee structure.

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

20. Police Department – Alderman Drew Jennings

- A.** Discussion of wages.

- Chief Williams distributed information about Law Enforcement wages in the local area. Chief Williams also reviewed his department's structure and position responsibilities. The issue with competitive wages has developed within the last few months and nothing could be discussed during budget time.
- After Chief Williams' presentation and discussion, he requested a three dollar across the board raise immediately and an additional raise with the 24/25 budget.
- After council discussion, it was agreed that the AdHoc committee would meet, prior to the January City Council Meeting, with Human Resources and Finance to discuss the immediate raise and funding.

21. Public Works – Alderwoman LaToya Holcomb

- A. Ordinance No. 23-66 – Second Reading - An Ordinance to authorize new collection fee rates for Sanitation Service in the City of Portland.

Motion to: Approve

By: Alderwoman Holcomb

Second: Alderman Woodall

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- B. Ordinance No. 23-65 – First Reading - An Ordinance to repeal Ordinance 16-46 which authorized a residential stormwater base rate and a tier rate for commercial and industrial properties and replace with this Ordinance to set a new rate schedule.

Motion to: Approve

By: Alderwoman Holcomb

Second: Alderman Woodall

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- C. Ordinance No. 23-68 - First Reading - An Ordinance authorizing the acceptance of the best bid for the City of Portland 2023 sidewalk contract effective December 4, 2023-December 31, 2024 with a one (1) one year renewal option.

Motion to: Approve

By: Alderwoman Holcomb

Second: Vice-Mayor McDowell

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- D. Ordinance No. 23-71 - First Reading - An Ordinance to rescind Chapters 5 and 6 of Title 18 of The Portland Municipal Code and replace with the Title, Stormwater Management, Title 21.

Motion to: Approve

By: Alderwoman Holcomb

Second: Alderman Woodall

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

Alderwoman Holcomb made mention of the work that has been completed at the Convenience Center. Several trees have been removed and the millings from street paving has been placed on the roadway. More updates will be happening for the plan to be open 3 days a week, collecting fees and confirming usage by City of Portland citizens.

22. Utility Infrastructure – Alderman Brian Woodall

- A.** Ordinance No. 23-61 – Second Reading - An Ordinance requiring all existing fire lines within the City of Portland water distribution system to be metered by January 31, 2025.

Motion to: Approve

By: Alderman Woodall

Second: Vice-Mayor McDowell

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- B.** Ordinance No. 23-62 –Second Reading – An Ordinance to authorize the Mayor to enter into a developer’s agreement with Stratton-Taylor Builders, LLC for upsizing the existing four (4) inch waterline along Highway 259 to a six (6) inch, located at 2098 Highway 259, tax map 013, parcels 24.00, 24.01, 24.02, and 24.03 in Portland, Tennessee.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Barnes

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- C.** Ordinance No. 23-63 – Second Reading - An Ordinance to authorize the Mayor to enter into a developer’s agreement with Kristen South for upsizing the existing four (4) inch waterline along South Church St to a six (6) inch and extending the waterline west along Oak St, then north to connect to the existing six (6) inch along West Main St, located at 1005 West Main St(in Mitchellville, TN), tax map 016c, group a, parcels 16.00, 17.00, 18.00, 19.00, and 20.00 in Portland, Tennessee.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Holcomb

Discussion: Bryan Price requested that "in Mitchellville, TN" be added to the address, as it appears in three different locations.

Motion to: Amend by adding "in Mitchellville, TN" where the address appears three times.

By: Alderman Woodall

Second: Alderwoman Holcomb

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Original Amended Ordinance No. 23-63

Motion:

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- D. Ordinance No. 23-64 – Second Reading - An Ordinance to authorize the Mayor to enter into a developer's agreement with Lesa G. Fleming of Fleming Acres (Graves n Leath Rd) for upsizing the existing 4-inch waterline along Highway 259 to a 6-inch and the existing 2-inch waterline along North Leath Road to a 6-inch, located at 0 North Leath Road, tax map 014, parcels 35.02 in Portland, Tennessee.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Barnes

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- E. Ordinance 23 – 44 – Second Reading - An Ordinance to authorize the mayor to enter into a developer's agreement with Stevison Ham Company for utility and paving improvements, located at 125 Stevison Ham Rd, tax map 019, parcel 124.00 in Portland, Tennessee.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Barnes

Discussion: Bryan Price distributed information pertaining to the developers' agreement. Stevinson Ham has requested a lower surety, longer time to complete everything, and not completing parking lot pavement because of plant expansion.

Motion to: Amend by accepting the recommendation of Brian Price to change the surety amount on Page 4 to \$274,750 and the surety amount on page 5 to \$35,000.

By: Alderman Woodall

Second: Alderwoman Thompson

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Original For Ordinance 23-44 as amended

Motion:

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Amended Motion Passed(voice vote)

- F. Ordinance No. 23-73 – First Reading - An Ordinance to enter an agreement with Community Development Partners, LLC (CDP) to provide professional administrative services for The City of Portland's Tennessee Department of Environment and Conservation (TDEC) American Rescue Plan Act (ARPA) Competitive Water Resources Protection Grant

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Barnes

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- G.** Ordinance No. 23-69 – First Reading - An Ordinance creating a job position as Utility Inspector I for the City of Portland department of Utilities.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Holcomb

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- H.** Ordinance No. 23-72 – First Reading - An Ordinance to rescind and replace Ordinance 21-59 to begin a new Fire Line Billing Structure for all dedicated fire lines.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Holcomb

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- I.** Resolution No. 23-102 - A Resolution authorizing the billing of any utility within The City of Mitchellville to be calculated at the Outside City Rate.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Thompson

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- J.** Resolution No. 23-103 - A Resolution authorizing the approval of water improvements for eleven (11) water taps for the Eade waterline development, located at 2092 Hwy 259, tax map 013, parcels 024.00, 024.01, 024.02 & 024.03 in Portland, Tennessee.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Holcomb

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- K.** Resolution No. 23-104 - A Resolution authorizing the approval of water improvements for seven (7) water taps for the Fleming Acres Development, located at the intersection of North Leath Road & Highway 259, tax map 014, parcel 035.02 in Portland, Tennessee.

Motion to: Approve

By: Alderman Woodall

Second: Vice-Mayor McDowell

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- L.** Resolution No. 23-105 - A Resolution authorizing the approval of water improvements for eight (8) water taps for the South Mitchellville Development, located at 1005 West Main Street, tax map 016c, group a, parcels 16.00, 17.00, 18.00, 19.00, & 20.00 in Portland, Tennessee.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Holcomb

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- M.** Resolution No. 23-106 - A Resolution to enter an agreement with OHM advisors to provide GPS collection services for the Masons Tank 12-inch Connector Project.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Jennings

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- N.** Resolution No. 23-107 A Resolution to enter an agreement with OHM Advisors to provide Stream Gauge Support Services for the continued Hydrologic Modeling of West Fork Drakes Creek.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Holcomb

Discussion: None

Yes: Alderwoman Barnes, Alderman Hall, Alderwoman Holcomb, Alderman Jennings,
Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Motion Passed(voice vote)

- O.** Drought Resiliency Options with Cost (Fixed Cost, Depreciation and Assumed Rate):

a. Regionalization

i. 16-inch (31E & CSBWUD) and 12-inch (52E)

ii. 16-inch (CSBWUD & 52E) and 18-inch (31E)

b. GPU Line up Hwy 109

c. Reservoir(s)

Brian Price distributed and reviewed the Water Source Fiscal Impact Summary with the cost of annual depreciation, debt service and water purchase. Mr. Price explained this would show additional budget cost. The City will need to continue to review the cost of purchasing water vs. producing water as the water projects move forward.

Adjournment

Motion to adjourn by Alderman Hall, motion passed (voice vote). Meeting adjourned at 7:05 pm.

ORDINANCE

City of Portland, Tennessee

No. 23 – 65

Second Reading

AN ORDINANCE TO REPEAL ORDINANCE 16-46 WHICH AUTHORIZED A RESIDENTIAL STORMWATER BASE RATE AND A TIER RATE FOR COMMERCIAL AND INDUSTRIAL PROPERTIES AND REPLACE WITH THIS ORDINANCE TO SET A NEW RATE SCHEDULE

WHEREAS, the City of Portland Municipal Code, Title 18, Chapter 6, established a Stormwater Utility, and section 18-607 allows Stormwater User Fees to be imposed to fund the Storm Water program, except on exempt property; and

WHEREAS, the City of Portland deemed it necessary to evaluate the previously established stormwater fees, and an Ad Hoc Committee made up of City Council members studied current utility and stormwater rates, and after extensive evaluation of the costs, the effect on citizens, and the ability to complete projects, a recommendation was made; and

WHEREAS, the governing body of the City of Portland shall repeal Ordinance 16-46 and replace the existing stormwater fee with a \$6 base rate fee for residential properties, as well as the tier schedule of rates for commercial and industrial properties, as follows:

Residential Rate **\$6.00/month, per property**

Commercial and Industrial

Sq. Ft. Range	Monthly Rate
1-25,000	\$21
25,001-45,000	\$58
45,001-70,000	\$96
70,001-100,000	\$141
100,001-145,000	\$204
145,001-200,000	\$287
200,001-275,000	\$395
275,001-400,000	\$562
400,001-600,000	\$832
600,001-900,000	\$1,248
900,001-1,500,000	\$1,997
Over 1,500,000	\$2,496

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland that Ordinance 16-46 shall be repealed and replaced with this ordinance to set the recommended new Stormwater rates.

BE IT FURTHER ORDAINED, that upon final passage, this Ordinance shall become effective on January 1, 2024, on billing payable February 2024.

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading: December 4, 2023

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 – 67

Second Reading

AN ORDINANCE TO ENTER AN AGREEMENT WITH NABHOLZ CONSTRUCTION CORPORATION FOR THE 2023 WINDOW REPLACEMENT FOR RICHLAND GYM PROJECT AT RICHLAND PARK

WHEREAS, the City of Portland deems it necessary to make improvements to Richland Gym by replacing the existing windows; and

WHEREAS, the City of Portland received and opened the only bid on November 14, 2023, from Nabholz Construction, Corp. in the amount of \$77,090.00; and

WHEREAS, after careful consideration the bid from Nabholz Construction, Corp. has been recommended as best bid for the 2023 Window Replacement for Richland Gym project; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland to enter in an agreement with Nabholz Construction, Corp. in the amount of \$77,090.00 as best bid for the 2023 Window Replacement for Richland Gym project; and

BE IT FURTHER ORDAINED, that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading: December 4, 2023
Passed Second Reading:

ORDINANCE
City of Portland, Tennessee

No. 23 - 68

Second Reading

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE BEST BID FOR THE CITY OF PORTLAND 2023 SIDEWALK CONTRACT EFFECTIVE DECEMBER 4, 2023- DECEMBER 31, 2024 WITH A ONE (1) ONE YEAR RENEWAL OPTION

WHEREAS, the following bids were properly solicited and received for the City of Portland 2023 sidewalk contract; and

	Campbell Partner's Concrete	Tibbs Concrete Finisher's LLC
New Sidewalk Price (Sq. Ft) 3,000 PSI - no rebar - expansion joint every 25 ft.		\$15.28
New sidewalk on virgin soil. Excavation, rock, and backfill are to be included. Seed and Straw as needed.	\$17.00	\$15.28
Repair and Replace Price (Sq. Ft) 3000 psi - no rebar expansion joint every 25 ft.		21.61
Existing sidewalk section is to be removed and replaced. Excavation, rock and backfill are to be included. Debris hauled away. Seed and Straw as needed.	20.00	21.61
Handicap ADA Warning Pad (Price is per pad)	540.00	558.00
Total Cost Amount (Cost above) The Solicitation Coordinator will use this bid sheet to determine each line-item award winner. The City reserves the right to separate bid line items as individual contracts.	Based off a 1,000 sq ft project \$37,540.00	Based off a 1,000 sq ft project \$37,448.00

WHEREAS, this contract is for one year (1) with one (1) renewal option with a maximum of a two- and one-half percent (2.5%) increase; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and the Board of Aldermen of the City of Portland that the best bid from Tibbs Concrete Finishers LLC shall be approved for the 2023 City of Portland sidewalk contract for December 4, 2023- December 31, 2024 followed by a one (1) year renewal option; and

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading: December 4, 2023

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 – 69

Second Reading

**AN ORDINANCE CREATING A JOB POSITION AS UTILITY INSPECTOR I FOR
THE CITY OF PORTLAND DEPARTMENT OF UTILITIES**

WHEREAS, the Department of Utilities deems it necessary to develop a position as Utility Inspector I; and

WHEREAS, the Department of Utilities has prepared a job description for the position as Utility Inspector I which will report directly to the Head Utility Inspector; and

WHEREAS, after review for this job position, a completed job description has been submitted for adoption by the City Council; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Alderman of the City of Portland, Tennessee that a job description for Utility Inspector 1 is hereby adopted as presented; and

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon its passage, the public works welfare requiring it.

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading: December 4, 2023

Passed Second Reading:

UTILITY INSPECTOR I

JOB DESCRIPTION CITY OF PORTLAND

Position Title:	Utility Inspector I	Reports To:	Head Utility Inspector		
FLSA Status	Non-Exempt	Department:	PDU		
Revision Dates(s)		EEO Class	Skilled Craft Workers	Job Level	112

Sign, Date and Return to HR: *Please sign the Job Description Acknowledgement at the end of the job description & return the signed Job Description to Human Resources with the balance of your new-hire packet sign-off sheets.*

JOB SUMMARY: Employees in this class are under the supervision of the Head Utility Inspector. The work to be performed is to inspect gas, water & sewer line construction to ensure compliance with municipal requirements, specifications, and contracts. Duties also include support services for other employees in the entire utilities department. Instructions are somewhat general, though occasionally, the employee may need to consider different courses of action or deviate from standard operating procedures to get the job done. The Head Utility Inspector will check work as it is being done, and review completed work. The employee will routinely operate a light duty vehicle, a generator, leak detector, pipe and valve locators, and hand tools such as shovel, hoe, rake, wrenches, etc.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. *Other duties may be assigned. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions*

- Assist the Head Utility Inspector in monitoring and maintaining water quality of the water system.
- Administers the flushing program (creating and adjusting according to system data) for the distribution system in order to keep the system in compliance with the State of Tennessee.
- Maintains chlorine residual in the system
- Programs, maintains and operates permanent and temporary auto flushers
- Documents all data in the flushing app
- Informs supervisors of blow offs, valves and hydrants that need to be repaired or replaced.
- inspect gas, water & sewer lines construction to ensure compliance with municipal requirements.
- Inspect utility & related construction projects for compliance with plans, specifications, and standards.
- Perform backflow device inspections, as assigned.
- Perform grease trap & grease interceptor inspections as part of City's FOG Program, as assigned.
- Performs other related duties, as assigned.

QUALIFICATION REQUIREMENTS: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Knowledge of materials and equipment used in the installation, maintenance and repair of water mains, service lines, fire hydrants and water valves.
- Knowledge of occupational health and safety precautions;
- Ability to meet the physical demands of the job and pass post-offer, pre-employment physical, drug screen and background check;
- Ability and basic skills to use and operate the necessary machinery, tools and equipment to perform the job;
- Ability to read, understand, and follow both verbal and written instructions;
- Ability to read water meters and maps;
- Ability to inspect gas, water & sewer line construction;
- Ability to work under extreme weather conditions and for extended periods of time;
- Ability to establish and maintain effective working relationships with other employees and customers;
- Ability to maintain acceptable work performance and attendance record;
- Good communication skills;
- Ability to keep a good rapport with contractors and developers during inspection;

EDUCATION and/or EXPERIENCE:

- High School Diploma, or GED;
- 5+ years of work experience; in Utilities field: working outdoors and with hand tools;

UTILITY INSPECTOR I JOB DESCRIPTION CITY OF PORTLAND

Position Title:	Utility Inspector I	Reports To:	Head Utility Inspector		
FLSA Status	Non-Exempt	Department:	PDU		
Revision Dates(s)		EEO Class	Skilled Craft Workers	Job Level	112

Sign, Date and Return to HR: *Please sign the Job Description Acknowledgement at the end of the job description & return the signed Job Description to Human Resources with the balance of your new-hire packet sign-off sheets.*

LICENSES & CERTIFICATIONS:

- Valid driver's license
- Cross Connection Certification Required – or must be obtained within 12 months.

PHYSICAL DEMANDS: *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

The employee is regularly required to see, talk and hear and perform the physical activities marked below.

Activity		Check 1 column for Frequency of Occurrence		
Check Applicable Activities		Occasionally < 1/3 of the time	Frequently 1/3–2/3 of the time	Regularly >2/3 of the time
X	Standing		X	
X	Walking		X	
X	Climbing: Stairs &/or Ladders	X		
X	Sitting	X		
X	Balancing	X		
X	Bending/Stooping/Kneeling		X	
X	Twisting	X		
X	Squatting	X		
X	Grasping/Squeezing	X		
X	Repetitive movements w/hands	X		
X	Reaching/working overhead	X		
X	Lift &/or carry up to 25 lbs.; Occasionally up to 75 lbs	X 75 lbs.	X 50 lbs.	X 25 lbs.
X	Push &/or pull up to 25 lbs. Occasionally up to 75 lbs.	X 75 lbs.	X 50 lbs-	X 25 lbs.

WORK ENVIRONMENT: *The work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Work is generally preformed outdoors, and the employee will be exposed to extreme weather conditions, sharp tools, and dangerous machinery with moving parts, excessive noise, dirt and dust. The employee may be exposed to fumes, chemicals or toxic substances. Employee must wear required Personal Protective Equipment (PPE).

Job Description Acknowledgment: I understand that **this job description is not a contract of employment** between the City of Portland and me. Also, I understand that my duties may not be limited to those duties written in the job description, and that the City of Portland may assign other duties as needed. I have received a copy of the Utility Inspector I job description, have read it, and understand the essential functions of the role. By signing below, I acknowledge that I can perform the essential functions of the Utility Inspector I job as it is described in the job description above.

Employee Name (Please Print): _____ Date: _____

Employee Signature: _____

Date (Employment, Transfer, Revised Job Description): _____

Sign and date job description. Make a copy for your records. Email to hjohnson@cityofportlandtn.gov

ORDINANCE

City of Portland, Tennessee

No. 23 – 72

Second Reading

AN ORDINANCE TO RESCIND AND REPLACE ORDINANCE 21-59 TO BEGIN A NEW FIRE LINE BILLING STRUCTURE FOR ALL DEDICATED FIRE LINES

WHEREAS, the City of Portland deems it necessary to bill for all fire lines within the water distribution system; and

WHEREAS, after recommendation from the August 4, 2021 and October 6, 2021 AdHoc Committee Meetings, the City shall set forth the following billing structure; and

WHEREAS, all metered fire lines shall be billed at the domestic prevailing rate for the business; and

WHEREAS, all unmetered fire lines shall be billed at the flat monthly fee listed below until January 31, 2025. These fees shall be adjusted as per the prevailing rates; and

FIRE LINE DIAMETER	PROPOSED FEE (per month)
2"	\$28.05
4"	\$30.10
6"	\$46.66
8"	\$72.32
10"	\$112.09

WHEREAS, all unmetered fire lines shall be billed at the flat monthly fee listed below effective February 1, 2025. These fees shall be adjusted as per the prevailing rates; and

FIRE LINE DIAMETER	PROPOSED FEE (per month)
2"	\$200.00
4"	\$400.00
6"	\$600.00
8"	\$800.00
10"	\$1,000.00

WHEREAS, after careful consideration the City Council recommends fire lines shall be billed as listed above; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland to approve a Fire Line Billing Structure for all dedicated Fire Lines; and

BE IT FURTHER ORDAINED, that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading: December 4, 2023

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 – 73

Second Reading

AN ORDINANCE TO ENTER AN AGREEMENT WITH COMMUNITY DEVELOPEMNT PARTNERS, LLC (CDP) TO PROVIDE PROFESSIONAL ADMINISTRATIVE SERVICES FOR THE CITY OF PORTLAND’S TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC) AMERICAN RESCUE PLAN ACT (ARPA) COMPETITIVE WATER RESOURCES PROTECTION GRANT

WHEREAS, this project is deemed necessary to ensure the City complies with all administrative requirements of the TDEC ARPA Water Resources Protection Grant; and

WHEREAS, CDP fee shall not exceed \$105,000 which provides the following services; and

Task 1 – Project Files/General Management	\$ 11,000
Task 2 – Reporting and Monitoring	\$ 20,000
Task 3 – Equal Opportunity/Title VI	\$ 5,000
Task 4 – Project Management	\$ 31,000
Task 5 – Financial Management	\$ 25,000
Task 6 – Audit and Closeout	\$ 8,000
<u>Incidentals 5%</u>	<u>\$ 5,000</u>
Total Estimated Fee	\$ 105,000

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to approve the Community Development Partners agreement in the amount not to exceed \$105,000 to provide professional administrative services for the City of Portland’s TDEC ARPA Competitive Water Resources Protection Grant; and

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading: December 4, 2023
Passed Second Reading:

CONSULTING CONTRACT

between

Community Development Partners, LLC

and

City of Portland, Tennessee

THIS CONSULTING CONTRACT, effective on this the ____ day of _____, 2023 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC (“CONSULTANT”) and the City of Portland, TENNESSEE (“CLIENT”). This Contract pertains to the TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AMERICAN RESCUE PLAN ACT COMPETITIVE FUNDING (TDEC-ARPA).

Whereas the CLIENT desires to engage the CONSULTANT to render professional administrative consulting services (professional services) and to advise the CLIENT on the CLIENT’S compliance with funding allocated under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the Tennessee Department of Environment and Conservation American Rescue Plan Act Competitive Grant; and the CONSULTANT agrees to provide such professional advice to the CLIENT. Therefore, the CLIENT and the CONSULTANT do mutually agree as follows:

ARTICLE I – SCOPE of SERVICES for ADMINISTRATIVE CONSULTING ASSISTANCE

The CONSULTANT shall provide professional administrative services to the CLIENT, to assist the Client in complying with the ARPA, including, but not limited to, the activities described in Attachment A.

ARTICLE II – TIME for PERFORMANCE

The services to be provided shall commence upon execution of this Contract by both parties and will remain in effect until completion and closeout of TDEC-ARPA activities unless earlier terminated in writing by either party pursuant to Article V(a) or (b).

ARTICLE III – GENERAL PROVISIONS

- a. **Personnel:** The CONSULTANT warrants that it has the professional personnel capable of performing the services as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform these services.
- b. **Subcontracting:** No work or services covered by this Contract shall be subcontracted without the prior consent of the CLIENT. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.
- c. **Access to Materials:** The CLIENT agrees to make available to the CONSULTANT any documents, planning materials, or any other information in its possession or otherwise readily available which has a bearing on the TDEC-ARPA funding for the CLIENT, at no expense to the CONSULTANT.

ARTICLE IV – COMPENSATION and METHOD of PAYMENT

For services rendered under this Contract, the CLIENT agrees to pay the CONSULTANT for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE I of this Contract). Such payment shall be due upon the presentation of periodic invoices certifying such amounts are due and payable. The total amount to be paid under this section for services and costs shall be One Hundred Thousand Dollars (\$100,000).

ARTICLE V – TERMS and CONDITIONS

- a. **Termination of Contract for Cause/Breach of Contract:** If either party fails to fulfill in a timely and proper manner its obligations under this Contract, or if a party breaches any of the covenants, agreements, or stipulations of this Contract, the non-breaching party shall thereupon have the right to terminate this Contract only if such breach is not cured within ten (10) days from receipt of written notice from the non-breaching party to the breaching party of such breach. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the *CONSULTANT* under this Contract shall, at the option of the *CLIENT*, become the *CLIENT*'s property, and the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents or material or otherwise through the date of termination.
- b. **Termination for Convenience:** The *CLIENT* or *CONSULTANT* may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof at least fifteen (15) days prior to the effective date of such termination. In such case, all finished or unfinished documents and other materials as described in the above clause, shall, at the discretion of the *CLIENT*, become *CLIENT*'S property.

If the Contract is terminated by the *CLIENT* as provided herein, the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents and materials or otherwise through the date of termination. The *CONSULTANT* shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract, that have been incurred by the *CONSULTANT* during the Contract period and are directly attributable to the uncompleted portion of the services covered by this Contract.

- c. **Changes:** The *CLIENT* may periodically request changes of the *CONSULTANT* in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the *CONSULTANT*'s compensation mutually agreed upon by and between the *CLIENT* and the *CONSULTANT*, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written Amendment to this document.
- d. **Assignability:** The *CONSULTANT* shall not assign any interest on this Contract and shall not transfer any interest in the same without the prior written consent of the *CLIENT*, provided, however, that claims for money by the *CONSULTANT* from the *CLIENT* under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the *CLIENT*.
- e. **Confidentiality:** All of the reports, information, data, etc., given to, prepared, or assembled by the *CONSULTANT* under this Contract are confidential, and the *CONSULTANT* agrees that they shall not be made available to any individual or organization without the prior written approval of the *CLIENT*, subject to applicable legal requirements.
- f. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the *CONSULTANT* in the United States or in any other country. The *CLIENT* shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

ARTICLE VI – COMPLIANCE with APPLICABLE LAWS and REGULATIONS

- a. **Regulations:** The CONSULTANT shall comply with applicable laws, regulations, ordinances, executive orders, and codes of the United States Government, the State of Tennessee, and local government(s) with respect to the CONSULTANT's engagement as a consultant to the CLIENT hereunder, including those cited in this Article VI. Without limiting the foregoing, this is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of this Contract, and the CONSULTANT will comply with applicable Treasury policies, procedures, and directives.
- b. **Audits and Inspection/Access to Records/Record Retention:**
 - (1) At any time during normal business hours, the *CONSULTANT* agrees to provide *CLIENT*, Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The CONSULTANT shall retain all such documents, papers and records which are directly pertinent to this Contract for the longer period of either five (5) years following completion of the contracted work and expiration of the Contract or the federally required retention period.
- c. **Title VI Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The *CONSULTANT* shall be in compliance with the *CLIENT*'s Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, or activities.
- d. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.):** This act prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability.
- e. **Interest of Members of the CLIENT and Other Local Public Officials:** No officer, member, or employee of the *CLIENT*; no member of the local governing body; and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The *CLIENT* shall take appropriate steps to assure compliance.
- f. **Interest of the CONSULTANT:** The *CONSULTANT* covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The *CONSULTANT* further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- g. **Officials Not to Benefit:** No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.
- h. **Section 504 of the Rehabilitation Act of 1973, as amended:**

The *CONSULTANT* will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The *CONSULTANT* agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following:

employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.

- i. **Title II of the Americans with Disabilities Act of 1990, as amended:** This act prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments, instrumentalities, or agencies thereto.
- j. **Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater):** No persons in the United States, based on age, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in receiving Federal financial assistance.
- k. **False Claims Act, 31 U.S.C § 38:** The CONSULTANT acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT'S actions pertaining to this Contract.
- l. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352:** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

m. **Suspension and Debarment:**

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT'S principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the CLIENT. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CLIENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE VII – ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by the *CLIENT*, the *CONSULTANT* shall furnish additional services which are not part of the services described in Attachment A. Under this Contract, all fees and costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the *CLIENT* and the *CONSULTANT*, and written authorization from the *CLIENT* to proceed, the *CONSULTANT* will provide the additional service(s).

ARTICLE VIII – INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor of the CLIENT, and this Contract shall not be construed to create any associate, partnership, joint venture, employment, or agency relationship between the CONSULTANT and the CLIENT for any purpose. The CONSULTANT shall have no authority (and shall not hold itself out as having authority) to bind the CLIENT.

ARTICLE IX – MUTUAL INDEMNIFICATION

To the extent permitted by applicable law, each party (as “Indemnifying Party”) shall indemnify, hold harmless, and defend the other party and its officers, directors, employees, agents, affiliates, and assigns (collectively, “Indemnified Party”) against any and all losses, damages, liabilities, claims, actions, judgments, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys’ fees, that are incurred by Indemnified Party arising out of any breach of any representation, warranty, or covenant made under this Agreement by Indemnifying Party.

IN WITNESS WHEREOF, the *CLIENT* and the CONSULTANT have caused this Contract to be executed by their duly authorized officers and effective on this date first above written.

City of Portland

_____ Mayor	_____ Date
Attest:	

Community Development Partners, LLC

	
_____ President	_____ Date
Attest:	
	

ATTACHMENT A

DETAIL OF ADMINISTRATIVE CONSULTING SERVICES

Name of project: The **City of Portland** Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the American Rescue Plan Act (TDEC-ARPA Competitive).

Name of person or company providing services:
Community Development Partners, LLC.

TASKS	AMOUNT
1 Project Files/General Management	\$11,000.00
A. Create, complete, and maintain filing system of documentation and data for use of funds	
B. Periodic maintenance/updates	
2 Reporting and Monitoring	\$20,000.00
A. Prepare and coordinate with the City’s staff to submit Performance and Financial Reports as required	
B. Prepare and coordinate with the City’s staff to submit spending plans where required	
C. Provide periodic status report regarding use and status of funds	
D. Maintain electronic and other communications with local, state, and federal entities	
3 Equal Opportunity/Title VI	\$5,000.00
A. Advise on Title IV compliance	
B. DBE Solicitation for competitive bid	
C. On-site poster documentation	

TASKS	AMOUNT
4 Project Management	\$31,000.00
A. Review sub-recipient, contractor, and eligibility, including suspension and debarment monitoring	
B. Coordinate with the City's staff, technical consultants/engineers to formulate and review front-end bid manual	
C. Review contracts, requests for payments and other purchasing documents	
D. Collect, evaluate, and manage programmatic documents and data for each project	
E. For any construction project, assist in establishing applicable labor standards, contractor reporting requirements, and monitor contractors when applicable (does not include inspection services)	
5 Financial Management	\$25,000.00
A. Develop/create tracking system	
B. Work with the City's staff to track TDEC-ARPA funds	
C. Coordinate payment set up	
D. Work with the City's staff to review payment request	
E. Periodic monitoring of expenditures	
6 Audit and Closeout	\$8,000.00
A. Work with the City's staff to prepare for single audits of expenditures and work with the City's auditors as needed	
B. Final Closeout/Performance Reports	
GRAND TOTAL	\$100,000.00

The proposed amount identifies and includes all professional administrative services, expected costs, and expenditures that are deemed necessary to carry out those activities. Periodic invoices shall be submitted on a monthly basis. The cumulative amount invoiced shall not exceed the maximum limit established in this agreement unless otherwise amended.

CONSULTING CONTRACT

between
Community Development Partners, LLC
and
City of Portland, Tennessee

THIS CONSULTING CONTRACT, effective on this the ____ day of _____, 2023 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC (“CONSULTANT”) and the City of Portland, TENNESSEE (“CLIENT”). This Contract pertains to the TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AMERICAN RESCUE PLAN ACT COMPETITIVE FUNDING (TDEC-ARPA).

Whereas the CLIENT desires to engage the CONSULTANT to render professional administrative consulting services (professional services) and to advise the CLIENT on the CLIENT’S compliance with funding allocated under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the Tennessee Department of Environment and Conservation American Rescue Plan Act Competitive Grant; and the CONSULTANT agrees to provide such professional advice to the CLIENT. Therefore, the CLIENT and the CONSULTANT do mutually agree as follows:

ARTICLE I – SCOPE of SERVICES for ADMINISTRATIVE CONSULTING ASSISTANCE

The CONSULTANT shall provide professional administrative services to the CLIENT, to assist the Client in complying with the ARPA, including, but not limited to, the activities described in Attachment A.

ARTICLE II – TIME for PERFORMANCE

The services to be provided shall commence upon execution of this Contract by both parties and will remain in effect until completion and closeout of TDEC-ARPA activities unless earlier terminated in writing by either party pursuant to Article V(a) or (b).

ARTICLE III – GENERAL PROVISIONS

- a. **Personnel:** The CONSULTANT warrants that it has the professional personnel capable of performing the services as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform these services.
- b. **Subcontracting:** No work or services covered by this Contract shall be subcontracted without the prior consent of the CLIENT. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.
- c. **Access to Materials:** The CLIENT agrees to make available to the CONSULTANT any documents, planning materials, or any other information in its possession or otherwise readily available which has a bearing on the TDEC-ARPA funding for the CLIENT, at no expense to the CONSULTANT.

ARTICLE IV – COMPENSATION and METHOD of PAYMENT

For services rendered under this Contract, the CLIENT agrees to pay the CONSULTANT for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE I of this Contract). Such payment shall be due upon the presentation of periodic invoices certifying such amounts are due and payable. The total amount to be paid under this section for services and costs shall be One Hundred Thousand Dollars (\$100,000).

ARTICLE V – TERMS and CONDITIONS

- a. **Termination of Contract for Cause/Breach of Contract:** If either party fails to fulfill in a timely and proper manner its obligations under this Contract, or if a party breaches any of the covenants, agreements, or stipulations of this Contract, the non-breaching party shall thereupon have the right to terminate this Contract only if such breach is not cured within ten (10) days from receipt of written notice from the non-breaching party to the breaching party of such breach. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the *CONSULTANT* under this Contract shall, at the option of the *CLIENT*, become the *CLIENT*'s property, and the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents or material or otherwise through the date of termination.
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If the Contract is terminated by the *CLIENT* as provided herein, the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents and materials or otherwise through the date of termination. The *CONSULTANT* shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract, that have been incurred by the *CONSULTANT* during the Contract period and are directly attributable to the uncompleted portion of the services covered by this Contract.

- c. **Changes:** The *CLIENT* may periodically request changes of the *CONSULTANT* in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the *CONSULTANT*'s compensation mutually agreed upon by and between the *CLIENT* and the *CONSULTANT*, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written Amendment to this document.
- d. **Assignability:** The *CONSULTANT* shall not assign any interest on this Contract and shall not transfer any interest in the same without the prior written consent of the *CLIENT*, provided, however, that claims for money by the *CONSULTANT* from the *CLIENT* under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the *CLIENT*.
- e. **Confidentiality:** All of the reports, information, data, etc., given to, prepared, or assembled by the *CONSULTANT* under this Contract are confidential, and the *CONSULTANT* agrees that they shall not be made available to any individual or organization without the prior written approval of the *CLIENT*, subject to applicable legal requirements.
- f. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the *CONSULTANT* in the United States or in any other country. The *CLIENT* shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

ARTICLE VI – COMPLIANCE with APPLICABLE LAWS and REGULATIONS

- a. **Regulations:** The CONSULTANT shall comply with applicable laws, regulations, ordinances, executive orders, and codes of the United States Government, the State of Tennessee, and local government(s) with respect to the CONSULTANT's engagement as a consultant to the CLIENT hereunder, including those cited in this Article VI. Without limiting the foregoing, this is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of this Contract, and the CONSULTANT will comply with applicable Treasury policies, procedures, and directives.
- b. **Audits and Inspection/Access to Records/Record Retention:**
 - (1) At any time during normal business hours, the *CONSULTANT* agrees to provide *CLIENT*, Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The CONSULTANT shall retain all such documents, papers and records which are directly pertinent to this Contract for the longer period of either five (5) years following completion of the contracted work and expiration of the Contract or the federally required retention period.
- c. **Title VI Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The *CONSULTANT* shall be in compliance with the *CLIENT*'s Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, or activities.
- d. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.):** This act prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability.
- e. **Interest of Members of the CLIENT and Other Local Public Officials:** No officer, member, or employee of the *CLIENT*; no member of the local governing body; and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The *CLIENT* shall take appropriate steps to assure compliance.
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- g. **Officials Not to Benefit:** No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.
- h. **Section 504 of the Rehabilitation Act of 1973, as amended:**

The *CONSULTANT* will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The *CONSULTANT* agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following:

employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.

- i. **Title II of the Americans with Disabilities Act of 1990, as amended:** This act prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments, instrumentalities, or agencies thereto.
- j. **Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater):** No persons in the United States, based on age, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in receiving Federal financial assistance.
- k. **False Claims Act, 31 U.S.C § 38:** The CONSULTANT acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT'S actions pertaining to this Contract.
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m. **Suspension and Debarment:**

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT'S principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the CLIENT. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CLIENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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ARTICLE VIII – INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor of the CLIENT, and this Contract shall not be construed to create any associate, partnership, joint venture, employment, or agency relationship between the CONSULTANT and the CLIENT for any purpose. The CONSULTANT shall have no authority (and shall not hold itself out as having authority) to bind the CLIENT.

ARTICLE IX – MUTUAL INDEMNIFICATION

To the extent permitted by applicable law, each party (as “Indemnifying Party”) shall indemnify, hold harmless, and defend the other party and its officers, directors, employees, agents, affiliates, and assigns (collectively, “Indemnified Party”) against any and all losses, damages, liabilities, claims, actions, judgments, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys’ fees, that are incurred by Indemnified Party arising out of any breach of any representation, warranty, or covenant made under this Agreement by Indemnifying Party.

IN WITNESS WHEREOF, the *CLIENT* and the CONSULTANT have caused this Contract to be executed by their duly authorized officers and effective on this date first above written.

City of Portland

_____ Mayor	_____ Date
Attest:	

Community Development Partners, LLC

	
_____ President	_____ Date
Attest:	
	

ATTACHMENT A

DETAIL OF ADMINISTRATIVE CONSULTING SERVICES

Name of project: The **City of Portland** Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the American Rescue Plan Act (TDEC-ARPA Competitive).

Name of person or company providing services:
Community Development Partners, LLC.

TASKS	AMOUNT
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A. Prepare and coordinate with the City’s staff to submit Performance and Financial Reports as required	
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D. Maintain electronic and other communications with local, state, and federal entities	
3 Equal Opportunity/Title VI	\$5,000.00
A. Advise on Title IV compliance	
B. DBE Solicitation for competitive bid	
C. On-site poster documentation	

TASKS	AMOUNT
4 Project Management	\$31,000.00
A. Review sub-recipient, contractor, and eligibility, including suspension and debarment monitoring B. Coordinate with the City's staff, technical consultants/engineers to formulate and review front-end bid manual C. Review contracts, requests for payments and other purchasing documents D. Collect, evaluate, and manage programmatic documents and data for each project E. For any construction project, assist in establishing applicable labor standards, contractor reporting requirements, and monitor contractors when applicable (does not include inspection services)	
5 Financial Management	\$25,000.00
A. Develop/create tracking system B. Work with the City's staff to track TDEC-ARPA funds C. Coordinate payment set up D. Work with the City's staff to review payment request E. Periodic monitoring of expenditures	
6 Audit and Closeout	\$8,000.00
A. Work with the City's staff to prepare for single audits of expenditures and work with the City's auditors as needed B. Final Closeout/Performance Reports	
GRAND TOTAL	\$100,000.00

The proposed amount identifies and includes all professional administrative services, expected costs, and expenditures that are deemed necessary to carry out those activities. Periodic invoices shall be submitted on a monthly basis. The cumulative amount invoiced shall not exceed the maximum limit established in this agreement unless otherwise amended.



COMMUNITY DEVELOPMENT
PARTNERS, LLC

November 16, 2023

Bryan Price
Director of Utilities
City of Portland
100 South Russell Street
Portland, TN 37148

RE: Request for Qualifications – Professional Services for Management and Advisement on Tennessee Department of Environment and Conservation American Rescue Plan (TDEC ARP) Competitive Grant

Dear Mr. Price:

Community Development Partners, LLC (CDP) is pleased to provide a statement of qualifications for professional management services in relation to the Tennessee Department of Environment and Conservation American Rescue Plan (TDEC ARP) competitive grant funds. With over 29 years of experience in planning, project development, project management, financial and regulatory compliance across a vast array of federal, state and local funded programs, we are uniquely qualified to provide consultant services for the novel ARPA and COVID-19 relief funded programs.

Community Development Partners, LLC looks forward to the opportunity of working with the City of Portland in the management of your TDEC ARP competitive program funds.

Additionally, attached is a proposed contract. If the City of Portland finds our statement of qualifications and proposed contract acceptable, please execute the contract and return it to us. Should you have any questions or need any additional information, please do not hesitate to contact me at (615) 386-0222, or email: esanders@cdpllc.com.

Sincerely,

Evan Sanders
President

Enclosure



Community Development Partners, LLC

PROJECT **PROPOSAL**

for the City of Portland



Tennessee Department of Environment
and Conservation American Rescue Plan
Competitive Grant (**TDEC ARP
COMPETITIVE CONSULTANT SERVICES**)



Community Development
Partners, LLC

Proposal to Provide TDEC ARP Competitive Grant Consultant Services City of Portland

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TDEC ARP Competitive Grant Consultant Services for the City of Portland

Community Development Partners, LLC (CDP) was formed in 1994. We are approaching our 30th year of providing project development, grant writing, project management, and planning services for city and county governments, nonprofit organizations, and private entities. We are a solid administrative consulting firm with the experience and qualifications necessary to advise the City of Portland on compliance with TDEC ARP requirements for all City TDEC ARP competitive grant activity. CDP is pleased to present a statement of qualifications. We look forward to working with the City of Portland as partners and providing professional services for TDEC ARP.

CAPABILITIES/EXPERIENCE

Program/Project Development Experience

CDP has a very successful track record across the broad spectrum of federal programs: including but not limited to CDBG - (Housing and Urban Development), LPRF and SRF (Environmental Protection Agency), TEP and MULTIMODAL- (Federal Highway Administration), Economic Development Administration, Rural Development Administration, and Health and Human Services projects. CDP has prepared and successfully funded grant and loan projects in multiple states. Experience and knowledge of a variety of programs and funding enable CDP to assist and advise communities with respect to regulation, funding opportunities, and coordination.

Our deep familiarity with project development guides our commitment to work with partners and stakeholders, to generate community-based visions and solutions. Our team closely examines grant and program guidance and communicates across funding agencies, to evaluate project eligibility and make strategic recommendations. Over our decades of service, we have become familiar with a range of engagement strategies and specifically tailor strategies to each community to obtain the broadest and most diverse participation possible. Our range of outreach and engagement activities, combined with a keen eye for adopting federal, state and local guidelines, will support the development of spend plans and projects that meet TDEC ARP requirements.

Program/Project Implementation Experience

CDP has a wealth of experience in project administration. We have been very fortunate to have participated in professional management of over 1,000 projects funded through various agencies. Projects included, master plan, comprehensive plans, expansion and improvements to water, wastewater and electrical utilities, storm drainage, public facilities, community livability, and equipment acquisition.

The CDP team has tested processes based on over 27 years of experience for effective and efficient project implementation that corresponds with state and federal processes. Projects are assigned to a senior project manager; however, a team is formed for all projects to provide expert skills and information. Project managers and support personnel monitor projects from development to close-out. CDP closely examines and monitors program guidance to ensure the proper processes are followed and compliance is at the forefront.

Coordination and communication among key project stakeholders are crucial to successful implementation. CDP is the link between the City and other project consultants like engineers and architects, contractors, vendors, and funding agencies.

PROJECT TEAM

Community Development Partners, LLC is staffed by nine project managers and two technical support staff with extensive experience in the development and administration of federal and state grant and loan programs. Personnel available to assist in the planning, development and management of all aspects of the City of Portland's TDEC ARP funds and projects include:

Mr. Evan Sanders, President

Bachelor of Arts in Business Management
33 years in the planning, development and management of federal, state and local funded programs/projects

Ms. Mattie Cushman, Vice President

Bachelor of Arts in Political Science
Masters Public Policy and Administration
37 years in the planning, development, and management of federal, state and local funded programs/projects

Ms. Sarah Vanoy, Director of Operations

Bachelor of Science in Social Sciences
23 years project and grants management experience

Ms. Laralee Page, Project Manager

Bachelor of Science in
Social Entrepreneurship
11 years of project and grants management experience

Ms. Davina Gurschick, Project Manager

Associates of Science in Pre-Engineering
Associates of Applied Science in Computer Information Systems
16 years project and grants management experience

Mr. Chris Oelgoetz, Project Manager

Bachelor of Arts in Urban Studies
Master of Science in Planning
12 years project and grants management experience and planning

Resumes attached

METHOD OF APPROACH

PROJECT FILES/GENERAL MANAGEMENT

- A. Create, complete, and maintain filing system of documentation and data for use of funds
- B. Periodic maintenance/updates

REPORTING AND MONITORING

- A. Prepare and coordinate with the City's staff to submit Performance and Financial Reports as required
- B. Prepare and coordinate with the City's staff to submit spending plans where required
- C. Provide periodic status report regarding use and status of funds
- D. Maintain electronic and other communications with local, state, federal entities

EQUAL OPPORTUNITY/TITLE VI

- A. Advise on Title VI compliance
- B. DBE Solicitation for competitive bid
- C. On site poster documentation

PROJECT MANAGEMENT

- A. Review sub-recipient, contractor, and eligibility, including suspension and debarment monitoring
- B. Coordinate with the City's staff, technical consultants/engineers to formulate and review front-end bid manual
- C. Review contracts, requests for payments and other purchasing documents
- D. Collect, evaluate and manage programmatic documents and data for each project
- E. For any construction project, assist in establishing applicable labor standards, contractor reporting requirements and monitor contractors when applicable (does not include inspection services)

FINANCIAL MANAGEMENT

- A. Develop/create tracking system
- B. Work with the City's staff to track TDEC-ARP funds
- C. Coordinate payment set up
- D. Work with the City's staff to review payment request
- E. Periodic monitoring of expenditures

AUDIT AND CLOSEOUT

- A. Work with the City's staff to prepare for single audits of expenditures and work with the City's auditors as needed
- B. Final Closeout/Performance Reports

UNDERSTANDING OF REQUESTED SERVICES and EXPERIENCE WITH COMPARABLE MUNICIPALITIES

Our understanding of municipal and county government, state and federal agencies, and the vast federal guidance, regulations, and compliance requirements that accompany federal funds, will help CDP to hit the ground running with providing TDEC ARP competitive grant management services for the City of Portland.

The project administrative services offered by CDP encompasses management and compliance with all aspects for state and federal funds including, but not limited to: uniform administrative requirements, strategic planning; project development and implementation; public input coordination; environmental review record, civil rights, fair housing and equal opportunity; financial management and reporting; uniform property acquisition and relocation act; Davis Bacon and related acts (labor standards); bidding/procurement procedures and award; contract document review; project files set up and maintenance; reporting; coordination of activities with grant partners/stakeholders; close-out activities.

Community Development Partners, LLC staff have worked with numerous communities and non-profit organizations across Tennessee, Mississippi and North Carolina on various planning, utility, public facilities community livability, social services and housing projects. Project familiarity includes all aspects of project development for water, wastewater, drainage, housing, recreation, community facilities, transportation enhancement, energy, and emergency services equipment projects.

Key CDP staff previously worked for the Tennessee Department of Economic and Community Development and were responsible for establishing policies and procedures for implementing federal and state regulations, guidance, and codes, evaluating and prioritizing projects for funding, as well as providing technical assistance and implementation oversight to communities receiving federal funds.

We have a client list of roughly 200 municipalities, counties and utility districts and implement a broad range of state and federal projects and activities.

COMPREHENSIVE CDP CLIENT LIST

CDP has been involved in a wide range of planning projects for clients in the region, including the following:

- Cherokee NC, *Cherokee Master Plan*
- Wilkes County NC, *Cielo Falls Master Plan*
- Sylva NC, *Mill Street Improvements Project and Passive Park Design*
- New Johnsonville TN; *New Johnsonville ADA Self-Evaluation and Transition Plan*
- Harriman TN; *Harriman ADA Self-Evaluation and Transition Plan*
- Rockwood TN; *Rockwood ADA Self-Evaluation and Transition Plan*
- Athens TN; *City of Athens Comprehensive 20-Year Land Use Plan Update*
- Bean Station TN; *Bean Station Wastewater Treatment Master Plan*
- Cumberland Gap TN; *Cumberland Gap Master Plan and Trailhead Development Plan*
- Claiborne Co. TN; *Claiborne County Regional Ten-Year Parks and Recreation Master Plan*
- Campbell Co. TN; *Campbell County Regional 10 Year Parks and Recreation Master Plan*
- Cocke County TN; *Cocke County and City of Newport Regional Ten-Year Parks and Recreation Master Plan*
- Hancock County TN; *Hancock County Parks and Recreation Ten-Year Master Plan*
- McNairy Co. TN; *McNairy County Regional Ten-Year Parks and Recreation Master Plan*
- Huntsville and Oneida, TN; *Huntsville and Oneida Ten-Year Parks and Recreation Master Plan*
- Vonore TN; *Town of Vonore 10-Year Parks and Recreation Master Plan*
- Bradley County TN; *Cleveland, Charleston, and Bradley County Comprehensive Plans*
- Chattanooga TN; *Third to Riverside Area-Wide Plan*
- Bristol VA; *Aquatics Facility Feasibility Study and Master Plan*
- Knoxville TN; *Downtown North Redevelopment Plan*

In addition to the above clients, we have provided project management, development, and project implementation services for the following clients:

City of Asheville	First Utility District	Town of Maury City	City of Trenton
Town of Banner Elk	City of Friendship	City of Maynardville	Town of Trezevant
Town of Murphy	City of Friendsville	City of McEwen	Town of Troy
Town of Sylva	Town of Gadsden	City of McKenzie	Tipton County
Town of Robbinsville	City of Gallaway	McNairy County	Upper E. TN Housing Dev. Agency
Town of Waynesville	Town of Garland	City of Middleton	Union County
Town of Maggie Valley	Town of Gates	City of Milan	Town of Vonore
Haywood County	City of Gatlinburg	Town of Milledgeville	City of Wartburg
Swain County	Town of Gilt Edge	Monroe County	Washington County
Graham County	City of Goodlettsville	City of Moscow	City of Waverly
Cherokee County	Grainger County	Town of Mount Pleasant	Town of White Bluff
Wilkes County	City of Grand Junction	City of Munford	City of White House
Jackson County	Town of Graysville	Nashville/Forest Hills	Williamson County
Eastern Band of Cherokee Indians	City of Greenbrier	National Storytelling Association	City of Williston
Town of Adamsville	Greene County	City of New Johnsonville	Wilson County Civic League
City of Alamo	Town of Halls	City of Newport	Town of Winfield
Town of Atoka	Hancock County	Town of New Tazewell	Alcorn County
City of Bean Station	Hardeman County	City of Nolensville	City of Ashland
City of Bells	Hardin County	Town of Oakdale	Benton County
Benton County	City of Harriman	Town of Oakland	Town of Beulah
Bethel University	Hawkins County	Town of Obion	Town of Booneville
Town of Bethel Springs	Haywood County	Obion County	Town of Burnsville
City of Blaine	City of Henderson	Town of Oliver Springs	Town of Centreville
City of Bolivar	Hendersonville Utility District	Town of Oneida	Town of Coldwater
Town of Brighton	City of Hendersonville	Town of Pegram	Town of Crosby
Brownsville Housing Authority	Town of Henning	Town of Pittman Center	Town of Crowder
City of Brownsville	Hosanna	City of Plainview	Town of Falkner
Town of Bruceton	Humboldt Utilities	Town of Pleasant View	Town of Farmington
City of Camden	Humphreys County	City of Puryear	Town of Glen
Carroll Co. Watershed Auth.	Town of Huntingdon	Town of Ridgely	Town of Gloster
Town of Caryville	Huntingdon Industrial Board	City of Ripley	City of Hernando
Cheatham County	City of Huntsville	City of Rives	Town of Jumpertown
Chester County	City of Jackson/Madison County	Town of Rogersville	Town of Marietta
City of Church Hill	Jackson Energy Authority	Town of Rossville	Town of Merigold
City of Clarksburg	City of Jellico	Town of Rutledge	City of Pope
City of Clifton	Town of Jonesborough	City of Samburg	Town of Renova
Cocke County	City of Kingston	Scott County	City of Rienzi
Town of Collierville	Town of Kingston Springs	Town of Selmer	Town of Senatobia
City of Covington	City of LaFollette	Sevier County	Town of Snowlake
Crockett County	Lake County	City of Sevierville	City of Southaven
City of Crossville	Lauderdale County	Town of Somerville	TN Valley Community Development
Town of Dandridge	City of Lebanon	City of South Fulton	Town of Tishomingo
Decatur County	City of Lenoir City	SW TN Human Resource Agency	Town of Walnut
Dyer County	City of Lexington	City of Springfield	Town of Woodville
City of Dyersburg	City of Loudon	Town of Stanton	Wilson County
Town of Enville	City of Luttrell	Sumner County	
City of Fairview	City of Martin	City of Sunbright	
Fayette County	Martin Housing Authority	Town of Tazewell	
City of Fayetteville	Town of Mason	Town of Tellico Plains	
Williamson County Housing Partnership	Hope Opp. and People Enterprises, Inc.		

REFERENCES

Community Development Partners, LLC has worked with multiple Cities, Counties, State and Federal Agencies. The persons that are most acquainted with the experience and expertise of Ms. Cushman, Mr. Sanders, and the staff of Community Development Partners, LLC are listed below. Please do not hesitate to contact any of these references.

TENNESSEE

Mr. Scott Ball
City of Dyersburg
425 West Court Street
Dyersburg, Tennessee 38025 (731) 288-7610

Mr. David Bolling
City of Kingston
900 Waterford Place
Kingston, Tennessee 37763 (865) 376-6584

Mr. Terry Sweat
City of LaFollette
207 South Tennessee Ave
LaFollette, Tennessee 37766 (423) 562-4961

MISSISSIPPI

Mayor Judy Ramey
Town of Marietta
P.O. Box 88
Marietta, Mississippi 38856 (662) 728-9320

Mayor James F. Tennyson
Town of Tishomingo
P.O. Box 70
Tishomingo, MS 38873-0070 (662) 438-6402

Mayor Vicki Skinner
Town of Walnut
P.O. Box 540
Walnut, Mississippi 38683-0540 (662) 223-4405

Questions or requests for additional information, should be directed to William Evan Sanders:

Community Development Partners, LLC
P.O. Box 210437
Nashville, TN 37221
(615) 386-0222
esanders@cdpllc.com



Evan Sanders, President

November 15, 2023

Date

ATTACHMENT

COMMUNITY DEVELOPMENT PARTNERS, LLC PROJECT TEAM RESUMES

EVAN SANDERS, President

Education

Bachelor of Arts in Business Administration
Birmingham-Southern College

Employment

President
Community Development Partners, LLC
1994 – present

Public Systems, Inc.
1990 – 1994

Grant Analyst
TN Dept. of Economic & Community Development
1988 – 1990

Relevant Experience

Community Development and Enhancement Programs

Experienced in multiple federal and state program areas, including Community Development Block Grant Program (CDBG), HOME Program, State Revolving Loan Fund, Local Parks and Recreation Fund, Economic Development Administration, Tennessee Department of Transportation, and Rural Development Administration Programs.

Responsible for rating and ranking Community Development Block Grant (CDBG) applications, providing technical assistance to small cities receiving CDBG funds, monitoring regulations, and assisting with CDBG workshops on application preparation and grant administration while working at the Tennessee Department of Economic and Community Development. Provided technical assistance and project representation to numerous elected officials; administration and engineering firms; and various development districts throughout Tennessee.

Fasttrack Infrastructure Development Program (FIDP)

Served as the FIDP labor compliance specialist for the Tennessee Department of Economic and Community Development. Worked with FIDP grant preparation, program administration, and program activities through close-out.

Home Investment Partnership Program (HOME)

Prepared and successfully funded projects since the inception of the HOME program. Assisted in the implementation of these funded HOME projects.

MATTIE CUSHMAN, Vice President

Education

Master of Public Administration
Mississippi State University

B.A. Political Science

Mississippi State University

Employment

1994 – present

Vice President
Community Development Partners, LLC

1992 – 1994

Senior Project Manager
Public Systems, Inc.

1987 – 1992

Grant analyst
Tennessee Dept. of Economic and Community Development

1986 – 1987

Grant analyst
Tennessee Dept. of Human Services.

1984 – 1986

Program Review Administrator
Mississippi Dept. of Economic and Community Development

Relevant Experience

Community Development and Enhancement Programs

Has a thorough understanding of the regulations that govern programs administered by CDP. Manage all aspects of the community development related programs, including the Community Development Block Grant Program (CDBG), State Revolving Loan Fund, Local Parks and Recreation Fund, Tennessee Department of Transportation, and Rural Development Administration Programs.

Assisted in developing criteria for rating projects to determine suitability for funding, and ranking CDBG applications. Experienced in administering the Davis-Bacon Wage Act; providing technical assistance for industrial as well as community development projects; consulting with elected officials, engineering and administration firms, and industry officials; managing infrastructure, industrial development, and housing projects.

Management of 11 disaster recovery projects in compliance with state, federal and municipal policies, procedures and guidelines.

Davis Bacon Labor Standards – Contract

Managed a contract with the Tennessee Housing Development Agency for the provision of Davis Bacon Labor Standards oversight and reviews for Tax Credit Assisted Projects.

SARAH D. VANOY, Director of Operations

Education Bachelor of Science in Social Sciences
Belmont University

Employment Project Manager
Community Development Partners, LLC
2000 – present

Relevant Experience

Community Development and Related Programs

Trained extensively in state and federal regulatory requirements, including intense training in fair housing, labor standards, and environmental review. Some of training programs completed include:

Davis-Bacon & Related Acts – Revisiting Federal Labor Regulations in the New Millennium, presented by ICF Consulting for Indiana Association for Community Economic Development.

Environmental and Historic Reviews – sponsored by Indiana Association for Community Economic Development.

2009 Tennessee Fair Housing Matters Conference – sponsored by the Tennessee Human Rights Commission

2008 Tennessee Fair Housing Matters Conference – sponsored by the Tennessee Human Rights Commission

Landlord and Tenant Law

Local Public Agency Workshop – sponsored by the TN Dept. of Transportation
Solving Water Intrusion and Mold Problems in Tennessee

LARALEE PAGE, Project Manager

Education

Bachelor of Science in Social Entrepreneurship
Belmont University

Employment

Project Manager
Community Development Partners, LLC
2012 – present

Relevant Experience

Community Development Block Grant Program

Trained in state and federal regulatory requirements. Knowledgeable in application preparation, Davis-Bacon and related acts, state monitoring, financial management and grant implementation. Assisted in the environmental reviews and acquisition processes.

Tennessee Department of Transportation Local Programs

Assisted in development and implementation of Transportation Enhancement (TEP), Transportation Alternatives (TA), and Multimodal Access (MA) projects. Obtained Local Government Guidelines Certification, Right-of-Way Certification, and Construction Engineering Inspection training certificate. Responsible for application preparation, project management, financial management, Davis-Bacon, and local programs compliance.

Tennessee Department of Environment and Conservation Local Parks and Recreation Fund Program

Assisted in the development, preparation, and successful funding of LPRF projects. Well versed in LPRF guidelines, requirements, and procedures. Responsible for financial management, project management, and grant compliance.

Other Related Programs

Extensive experience with the implementation of Rural Development and State Revolving Loan Fund projects. Responsible for preliminary funding agency inquiry, application preparation, loan package preparation, financial management, and project management.

DAVINA GURSCHICK, Project Manager

Education

Associates of Science – Pre-Engineering
Associates of Applied Science – Computer Information Systems
Jackson State Community College

Employment

2014 – present	Project Manager Community Development Partners, LLC
2012 – 2014	Engineering Assistant TLM Associates, Inc. / Jackson, Tennessee
2001 – 2012	Office Administrator / Pretreatment Coordinator / IT manager J. R. Wauford & Company, Consulting Engineers, Inc.

Relevant Experience

Community Development Block Grant Program

Trained in state and federal regulatory requirements. Knowledgeable in application preparation, Davis-Bacon & related acts, state monitoring, financial management, and grant implementation. Assisted in the environmental reviews and fair housing requirements.

Tennessee Department of Transportation (TDOT) Local Programs

Assisted in the development and implementation Transportation Enhancement (TEP), Transportation Alternatives (TA), and Multimodal Access (MA) projects. Obtained Local Government Guidelines Certification; Right-of-Way Certification; Construction Engineering Inspection Training Certificate; and TDOT Materials and Test Division Concrete Field Certification. Responsible for application preparation, project management, financial management, Davis-Bacon and local programs compliance.

Other Related Programs

Ms. Gurschick also has experience with the implementation of Rural Development, State Revolving Loan Fund (SRF) and Fasttrack Infrastructure Development (FIDP) projects. Responsible for preliminary funding agency inquiry, application preparation, loan package preparation, financial management, and project management.

CHRIS OELGOETZ, Project Manager

Education

Master of Science in Planning
University of Tennessee

Bachelor of Arts in Urban Studies
University of Tennessee

Employment

2016 – present Project Manager
Community Development Partners, LLC

2011 – 2016 Project Planner / Project Manager
BPR, LLC / Knoxville, Tennessee

Relevant Experience

Tennessee Housing Development Agency (THDA) HOME Program

Managed and assisted of over a dozen HOME programs over the course of eight years. These programs consist of the rehabilitation of single-family, owner-occupied homes of low-income families. Responsible for application preparation; completing environmental review statutory checklists; conducting public meetings; adhering to all laws outlined in the project manual and in policies and procedures; coordinating rehabilitation efforts between inspectors, risk assessors, homeowners and clients; completing pay requests and project close out.

Community Development Block Program

Assisted in the administration of CDBG programs for eight years. Duties included application preparation, environmental reviews, preparation of bid packages, employee interviews, payroll review, financial management, and fair housing requirements.

Davis Bacon Labor Standards – Contract

Assisted in the management of a contract with the Tennessee Housing Development Agency to provide labor standards services for developments of multi-million dollar tax credit assisted multi-family housing units.

Other Related Programs

Mr. Oelgoetz also has experience managing and assisting in the management of a variety of grant funded projects, including programs under the Economic Development Administration, the Environmental Protection Agency, and the Tennessee Department of Economic and Community Development.

RESOLUTION

City of Portland, Tennessee

No. 24 - 03

A RESOLUTION TO APPOINT ONE NEW MEMBER AND RE-APPOINT MEMBERS TO THE PORTLAND INDUSTRIAL DEVELOPMENT BOARD

WHEREAS, Tennessee Code Annotated regulates the appointment of members to, the term length, and the function of the Portland Industrial Development Board; and

WHEREAS, Two members of the Industrial Development Board have resigned in recent months and the terms of three other members will expire on 02/23/2024; and

WHEREAS, The following persons have consented to serve on the Industrial Development Board, as follows:

Kathy Dixon – accepting a new appointment to one unexpired term that will expire on 02/23/2027.

Jess Birdwell – accepting a new appointment to one unexpired term that will expire on 02/23/2027.

Mark Rice – accepting re-appointment to a new term that will expire on 02/23/2030.

Thomas D. Hunter – accepting re-appointment to a new term that will expire on 02/23/2030.

Gail Gentry – accepting re-appointment to a new term that will expire on 02/23/2030.

NOW, THEREFORE BE IT RESOLVED, That the Mayor and City Council does hereby make these appointments in accordance with Tennessee Code Annotated; and

BE IT FURTHER RESOLVED, That this resolution shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 24 - 02

A RESOLUTION TO APPOINT ONE MEMBER, TO THE PORTLAND MUNICIPAL PLANNING COMMISSION

WHEREAS, The Portland Municipal Planning Commission is governed by the TCA and provides that the Mayor may appoint members and the City Council confirm the appointment; and

WHEREAS, one member of the Municipal Planning Commission resigned and left a vacancy on the board; and

WHEREAS, Robert Tooker has expressed an interest in filling the position and has consented to serve; and

NOW, THEREFORE BE IT RESOLVED, By the Mayor and Board of Aldermen that Robert Tooker is hereby appointed to fill the remainder of an unexpired (3) year term (Resolution No. 22-36) that will expire February 4, 2025, effective immediately; and

BE IT FURTHER RESOLVED, that this resolution shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 24 - 03

A RESOLUTION TO APPOINT ONE MEMBER TO THE PORTLAND HOUSING AUTHORITY BOARD

WHEREAS, Tennessee Code Annotated (TCA) allows for the Mayor's appointment of members to the Portland Housing Authority; and

WHEREAS, Current Portland Housing Authority Board member Amanda Dixon has resigned from the board, leaving a vacancy that needs to be filled; and

WHEREAS, Lisa Goss has consented to serve the remainder of this term; and

NOW, THEREFORE BE IT RESOLVED, By the Mayor and City Council of the City of Portland that Lisa Goss is hereby appointed as a member of the Portland Housing Authority for the remainder of a five-year term that will end on December 13, 2024; and

BE IT FURTHER RESOLVED, That this Resolution shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 24 - 07

**A RESOLUTION APPROVING THE RE-APPOINTMENT OF ONE MEMBER TO THE
PORTLAND AIRPORT AUTHORITY**

WHEREAS The Portland Airport Authority is governed by Tennessee Code Annotated which allows members to be appointed by the local governing body; and

WHEREAS the term of Jeff Collins will expire March 1, 2024, and Mr. Collins has agreed to serve another term; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Portland that Jeff Collins is hereby re-appointed to serve on the Airport Authority of the Portland Municipal Airport with a term to expire March 1, 2029; and

BE IT FURTHER RESOLVED that this resolution shall become effective from and after its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

ORDINANCE

City of Portland, Tennessee

No. 24 – 01

First Reading

AN ORDINANCE OF THE CITY OF PORTLAND, TENNESSEE, AMENDING BUDGET ORDINANCE NO. 23-25 FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024

WHEREAS, the Board of Mayor and Aldermen of Portland, Tennessee, assembled in regular session on the _____ day of _____, _____, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Portland, Tennessee, during the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Section 1. The budget amendment is as follows:

General Fund

Expense

General Government	Sound System	\$ 8,200
General Government	Table and Chairs	\$ 2,500
Parks	Gym Windows	\$ 78,000
Parks	Welcome Sign	\$ 11,000
Parks	Bobcat/Trailer	<u>\$ 67,000</u>
	TOTAL	\$166,700
Police	Salaries	To be decided at meeting

Revenue/Funding Source

Cash on Hand	\$166,700 plus police salaries
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Drug Fund

Expense

Equipment	Lien on seized truck	\$ 15,400
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Revenue/Funding Source

Cash on Hand	\$15,400
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Impact Fee Fund

Expense

Fire	Equipment	\$ 60,000
Police	Equipment	<u>\$ 22,000</u>
	TOTAL	\$ 82,000

Revenue/Funding Source

Fire Impact Fee Revenue	\$ 27,000
Cash on Hand (Police & Fire)	<u>\$ 55,000</u>
TOTAL	\$ 82,000

Water/Sewer Fund**Expense**

Sewer Collection	Truck	\$ 70,575
Water Distribution	Truck	\$ 78,700
Water Distribution	Vac Trailer	<u>\$ 32,000</u>
	TOTAL	\$181,275

Revenue/Funding Source

Grant (80/20)	\$ 119,420
Cash on Hand	<u>\$ 61,855</u>
TOTAL	\$ 181,275

Gas Fund**Expense**

Equipment	Vac Trailer	\$ 31,000
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Revenue/Funding Source

Cash on Hand	\$ 31,000
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BE IT ENACTED by the Board of Mayor and Alderman of Portland, Tennessee that this ordinance shall take effect from and after its passage, the welfare of the city requiring it.

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:
Passed Second Reading:

		Requested	Approved	Approved	Approved	Approved
		2023/2024	2022/2023	2021/2022	2020/2021	2019/2020
		COVID YR				
No specific amount requested	Portland CARES	\$ 7,500.00	\$ 6,000.00	\$ 7,000.00	\$ 5,250.00	\$ 7,000.00
	Sumner Co Vietnam Veterans Chapter 240		\$ 925.00	\$ 925.00	\$ 695.00	\$ 925.00
Per contract with the county	Senior Citizens	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 4,500.00	\$ 6,000.00
	Mid Cumberland Human Agency	\$ 5,847.16	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 6,000.00
	Chamber of Commerce	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 20,000.00
	Library	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,000.00	\$ 27,500.00
	Habilitation and Training Services (HATS)	\$ 1,500.00	\$ -		\$ 1,125.00	\$ 1,500.00
	Portland Little League Baseball	\$ -	\$ -	\$ 450.00	\$ -	\$ 1,000.00
	HomeSafe in Sumner County	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,750.00	\$ 3,000.00
	Sumner County CASA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 1,000.00
	Temple Theater	\$ 10,000.00	\$ 1,000.00		\$ -	
	Highland Rim Historical Society (HRHS)	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 375.00	\$ 500.00
	Maple Hill Cemetery Restoration	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,275.00	\$ 1,700.00
	Salvus Center INC.	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,500.00
	Sumner Spay Neuter Alliance	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 1,000.00
	Ashley's Place	\$ 5,000.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ -
	FCA on the Ridge		\$ 250.00	\$ 1,000.00		
*Requested but didn't know amount. (ask for \$1,000, 3,000, or 12,000)	Hands of Hope *	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		
	Portland Pay It Forward		\$ 1,000.00	\$ 1,000.00		
	Housing Authority	\$ -	\$ -	\$ 1,000.00		
	Portland East Robotics Program	\$ -	\$ 250.00	\$ 1,000.00		
	Gateview Elementary-PGE Music Dept.	\$ -	\$ 250.00			
New Request	Transit Alliance of Middle TN	\$ -				
	Recovery Court of Sumner Co	\$ 1,000.00				
	Oak Grove Fire Department	\$ 2,000.00				
	Saddle Club	\$ 5,000.00				
	American Legion Post 75	\$				
	Legion no specific amount requested.					
	Various donations for school thru the year		*** \$ 1,500.00			
	Unassigned			\$ 575.00	\$ -	\$ 11,375.00
	FY 23/24 Budget is \$85,000					
	Total	\$ 105,347.16	\$ 84,175.00	\$ 85,450.00	\$ 64,970.00	\$ 90,000.00

*** Sumner Anti-Drug (500), Little League (450), Portland HS Baseball (200), Portland East Middle (250), Portland West Middle (100)

RESOLUTION

City of Portland, Tennessee

No. 24 - 08

A RESOLUTION TO PETITION UNITED STATES CONGRESS FOR A WATER RESOURCES DEVELOPMENT ACT BUDGET APPROPRIATION FOR WATER PROJECTS OUT OF THE 2022 ALLOTMENT

WHEREAS; The City of Portland obtained Congressional approval in the Water Resources Development Act (WRDA) for potential water/sewer projects as adopted in the 2022 National Defense Authorization Act (NDAA); and

WHEREAS, The City is requesting that Congress approve a budget appropriation in the amount of \$375,000.00 of the City's allotted \$1,850,000.00 in order to begin much needed infrastructure projects for safe drinking water through the Section 219 grant process; and

NOW THEREFORE BE IT RESOLVED, By the Mayor and City Council of the City of Portland that the United States Congress consider a budget appropriation for the City of Portland, Tennessee to be used for safe drinking water projects in accordance with Section 219 of the Water Resources Development Act; and

BE IT FURTHER RESOLVED, That this Resolution shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

Pamela L. Whitaker, Register
Sumner County Tennessee
Rec'd: 45.00 NBK: 90 Pg 124
State: 0.00 Recorded
Clerk: 0.00 8/20/2002 at 2:50 pm
EDP: 2.00 in Flat Book
Total: 47.00 20 Pg 274

Pamela L. Whitaker, Register
Sumner County Tennessee
Rec'd: 45.00 Instrument 018951
State: 0.00 NBK: 90 Pg 124
Clerk: 0.00 Recorded
EDP: 2.00 8/20/2002 at 2:50 pm
Total: 47.00 in Flat Book
20 Pages 274-276

LEGEND

PROPERTY BOUNDARY
LOT LINE
BUILDING SET-BACK LINE
EASEMENT
CONCRETE MONUMENT (NEW)
CONCRETE MONUMENT (OLD)
CARRIED 1/2" IRON ROD (NEW)
IRON ROD (OLD)
LOT NUMBER
SANITARY SEWER W/ MANHOLE
STORM SEWER W/ INLET
WATER LINE
GAS LINE
911 ADDRESS
FIRE HYDRANT

SURVEYOR'S NOTES

1. THIS SURVEYOR WAS NOT FURNISHED WITH A TITLE SEARCH OR TITLE POLICY. THEREFORE THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THIS SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS THAT WOULD AFFECT THE SUBJECT PROPERTY. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH.
2. DEED REFERENCE: PORTLAND UTILITIES CONSTRUCTION CO., LLC R.B. 1072, PG. 458, R.O.S.C., TN.
3. PLAT REFERENCE: LOT 89 - PARCEL 56 - P.B. 16, PG. 271, R.O.S.C., TN.
4. MAP AND PARCEL NUMBERS SHOWN REFER TO THE SUMNER COUNTY TAX ASSESSOR'S MAPS. THE SUBJECT PROPERTY SHOWN ON THIS PLAT IS ALL OF PARCELS 98 & 99, ON TAX MAP 19 AND ALL OF PARCEL 98 ON TAX MAP 18-0-91.
5. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM SURFACE IMPROVEMENTS, UTILITY COMPANY RECORDS, AND/OR PLANS BY OTHERS. ACTUAL FIELD LOCATIONS AND SIZES OF THESE LINES SHOULD BE OBTAINED PRIOR TO ANY CONSTRUCTION ON THIS SITE. ADDITIONAL BURIED UTILITIES AND/OR STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES AND/OR STRUCTURES. BEFORE ANY EXCAVATION HAS BEGUN ON THIS SITE CALL 1-800-351-1111 FOR UNDERGROUND UTILITY LOCATIONS.
6. ALL BUILDINGS, SURFACE IMPROVEMENTS, AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THIS SITE ARE NOT NECESSARILY SHOWN HEREON.
7. SUBSURFACE AND/OR ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
8. THIS PROPERTY IS ZONED "R-15" AS OF THE DATE OF THIS SURVEY.
9. BEARINGS AND DISTANCES SHOWN ARE BASED ON THE CURRENT DEED FOR THE SUBJECT TRACT.
10. THIS IS A CATEGORY I SURVEY IN COMPLIANCE WITH THE RULES OF THE STATE OF TENNESSEE, BOARD OF EXAMINERS FOR LAND SURVEYORS, CHAPTER 0600-1 STANDARDS OF PRACTICE. THE ERROR OF CLOSURE FOR THE UNADJUSTED FIELD SURVEY IS BETTER THAN 1 : 10,000.
11. A REVIEW OF F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 470349 0028B, EFFECTIVE DATE JUNE 18, 1995, SHOWS NONE OF THIS PROPERTY TO BE WITHIN THE 100 YEAR FLOOD PLAIN.
12. ALL LOT CORNERS TO BE MARKED WITH IRON RODS OR CONCRETE MONUMENTS AS SHOWN.
13. THE RECORDING OF THIS PLAT VOIDS, VACATES AND SUPERSEDES LOT 89, HUNTER'S CROSSING, PHASE 2, R.B. 16, PG. 271, R.O.S.C., TN.

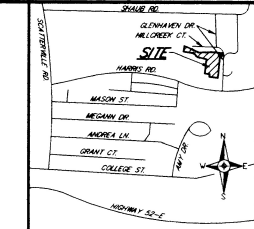
MAP 19, PARCEL 94.04
RAY J. KEINT
D.B. 520, PG. 366, R.O.S.C., TN.

THE BURTON BLACKBURN JR. PROPERTY
A RE-SUB OF LOT 1 OF THE LOU BRATTON SUB.
P.B. 15, PG. 5, R.O.S.C., TN.

THE BURTON BLACKBURN JR. PROPERTY
A RE-SUB OF LOT 1 OF THE LOU BRATTON SUB.
P.B. 15, PG. 5, R.O.S.C., TN.

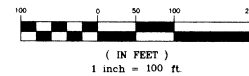
LOU BRATTON SUBDIVISION
P.B. 11, PG. 360, R.O.S.C., TN.

THE BILL HUNTER HARRIS RD. SUBDIVISION
P.B. 17, PG. 267, R.O.S.C., TN.



LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE



ENTERED
Philip G. Simpson
PROPERTY ASSESSOR
AUG 20 2002

MAP_GP_CTL_PAB

OWNER / DEVELOPER:
PORTLAND UTILITIES CONSTRUCTION CO., LLC
P.O. BOX 510
PORTLAND, TN 37148

TOTAL AREA - 10.099+ AC.

CERTIFICATE OF APPROVAL OF SEWER AND WATER SYSTEMS

I HEREBY CERTIFY THAT THE SEWER AND WATER SYSTEMS OUTLINED ON INDICATED ON THE FINAL PROPOSED PLAT ENTITLED "GLEN HAVEN SUBDIVISION" HAS BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE STANDARDS OF PRACTICE. THE ERROR OF CLOSURE FOR THE UNADJUSTED FIELD SURVEY IS BETTER THAN 1 : 10,000.

WATER SYSTEM 8/19/2002
SEWER SYSTEM 8/19/2002

NAME, TITLE AND AGENCY OF AUTHORIZED APPROVING AGENT
NAME, TITLE AND AGENCY OF AUTHORIZED APPROVING AGENT

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE AND THE UNDERSIGNED OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN RECORD INSTRUMENT NO. 018951, ABOVE, AND THAT I HEREBY ADOPT THIS PLAT OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE BOUNDING BUILDING RESTRICTION LINES, AND THAT OTHERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC STREETS, UTILITIES AND OTHER FACILITIES HAVE BEEN FILED AS REQUIRED BY THE PORTLAND MUNICIPAL - REGIONAL SUBDIVISION REGULATIONS.

DATE August 16, 2002
DATE
DATE
DATE

OWNER
OWNER
OWNER
OWNER

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE PORTLAND MUNICIPAL - REGIONAL PLANNING COMMISSION REGULATIONS, AND THAT THE MONUMENTS HAVE BEEN OR WILL BE PLACED TO SHOW ADHERENCE TO THE SPECIFICATIONS IN THESE REGULATIONS.

DATE 7-6-01
REGISTERED LAND SURVEYOR

CERTIFICATE OF APPROVAL OF BONDING OF ROADS
I HEREBY CERTIFY (1) THAT ALL STREETS DESIGNATED ON THIS FINAL SUBDIVISION PLAT HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS, OR (2) THAT A SURETY BOND HAS BEEN OBTAINED FROM THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE 8/16/02
DATE

G.E.D.S., Inc.
ENGINEERING - DESIGN - SURVEYING
582 SOUTH WATER AVENUE GALLATIN, TN 37068
PH (615) 452-5205 FAX (615) 280-7568

CERTIFICATE OF APPROVAL FOR RECORDING
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE PORTLAND MUNICIPAL - REGIONAL SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

DATE 8/29/02
DATE

FINAL PLAT OF
PAIGEWOOD SUBDIVISION
GLEN HAVEN DRIVE, CITY OF PORTLAND,
16TH CIVIL DISTRICT, SUMNER COUNTY, TENNESSEE

TOTAL ACRES = 10.099± TOTAL LOTS = 16
ACRES OF NEW ROAD = 1.111± FEET OF NEW ROAD = 895.71'
OWNER: PORTLAND UTILITY CONST. CIVIL DISTRICT: 16TH
CITY OF PORTLAND
SURVEYOR: G.E.D.S., INC. SUMNER COUNTY
JOB #133-99 STATE OF TENNESSEE
DATE: JULY 16, 2001 SHEET NO. 1 OF 3

13399P1.DWG

ORDINANCE

City of Portland, Tennessee

No. 24 – 02

First Reading

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 387, COMBINED ZONING ORDINANCE OF THE CITY OF PORTLAND, TENNESSEE, BY REPEALING AND REPLACING ARTICLE XII: PLANNED UNIT DEVELOPMENTS OF LANGUAGE AND DEFINITIONS

WHEREAS the City Council of the City of Portland wishes to amend and replace Article XII: Planned Unit Development of the Municipal Zoning Ordinance 387.

WHEREAS, the Planning Commission is responsible for the orderly development of land; and

WHEREAS, the City of Portland believes that such amendment will promote, protect, and facilitate the public health, safety, and welfare of the community through coordinated and practical land use and land development for the betterment of Portland's population; and

WHEREAS the Portland Municipal Planning Commission recommended approval of this Zoning Code Amendment to the Mayor and City Council by a vote of --- at their January 9th, 2024 meeting.

NOW, THEREFORE, BE IT ORDAINED by the City of Portland, Tennessee, as follows:

Section 1. The City Council of the City of Portland does hereby approve, authorize, and direct the revision of the City's Official Zoning Ordinance to show the changes in the text as described in Exhibit A: Article XII: Planned Unit Development:

Section 2. That all Ordinances in conflict herewith are repealed to the extent of said conflict, and that this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Notice Published: Portland Sun- ; Portland Leader:

Public Hearing

Passed Second Reading:



City of Portland, Tennessee Proposed Planned Unit Development Regulations

Table of Contents:

Chapter 1: Purpose and Objectives

Chapter 2: Relationship Between Planned Unit Developments and Other Regulations

Chapter 3: Minimum Standards for All Planned Unit Developments

Chapter 4: Open Space, Amenities and Perpetual Maintenance Standards

Chapter 5: Review and Approval Process

Chapter 6: Submittal Requirements

Chapter 7: Procedure for Amending an Existing Final Development Plan and Regulating Pattern Book

Chapter 8: Expiration of Approved Plans

Chapter 9: Other Issues

Appendix A: Planned Unit Development Checklist

Appendix B: PUD Review/Approval Process Summary

ARTICLE XII: PLANNED UNIT DEVELOPMENTS

CHAPTER 1: PURPOSE AND OBJECTIVES

12.101 PURPOSE:

The purpose of this Article is to provide design freedom to the developer in order to create a better living environment for current and future residents of the City. Quality private development requires a flexible approach to be available both to the City and to the developer. Deviations from the uniformity characteristic of traditional zoning regulations and the use of new and innovative techniques are henceforth to be encouraged as a matter of policy. However, this section is not intended to make increased densities more acceptable without corresponding benefits to the City, nor is it to be utilized as a means of circumventing the City's development regulations.

12.102 OBJECTIVES:

In return for greater flexibility in site design requirements, Planned Unit Developments are expected to deliver exceptional quality community designs that accomplish the following objectives:

Objective #1: Accountability:

Developments shall strictly adhere to the guidelines provided herein. No waiver of any City requirement may be granted unless specifically authorized by this Article.

Objective #2: Demonstration of Public Benefit:

Developments shall demonstrate substantial public benefit, to potentially include developer assistance in implementing City recreation, transportation, utility, and public safety goals.

Objective #3: Innovative and Flexible Project Design:

Developments shall incorporate a creative approach to the use of land that avoids monotony and that results in a higher quality design than might otherwise be accomplished.

Objective #4: Neighborhood Compatibility:

Developments shall be designed in order to ensure compatibility and a harmonious relationship with surrounding land uses.

Objective #5: Quality Architectural Design:

Developments shall be designed to incorporate quality architectural design via the submittal and approval of detailed renderings and elevations as part of the entitlement process.

Objective #6: Preservation of High Quality Open Space:

Developments shall be designed in order to encourage the conservation of high quality open space, as well as the preservation of natural features and environmentally sensitive areas.

Objective #7: Provision of Amenities

Developments shall provide unique amenities, such as interconnected pedestrian pathways and on-site recreational facilities such as clubhouses, swimming pools, fishing ponds, etc.

Objective #8: Efficiency:

Developments shall make efficient use of land, resulting in networks of utilities, streets, and other infrastructure features that maximize allocation of fiscal and natural resources.

CHAPTER 2: RELATIONSHIP BETWEEN PLANNED UNIT DEVELOPMENTS AND OTHER REGULATIONS

12.201 : ZONING STATUS OF PLANNED UNIT DEVELOPMENTS:

Planned Unit Development (PUD) districts shall be structured so as to reference their base zoning district or districts, and to make clear that they are subject to an adopted PUD. Such zoning designation shall be reflected upon the official City Zoning Map.

For example, R-15 PUD, GCS-PUD, RM1-PUD, etc.

12.202 : DISTRICTS IN WHICH PLANNED UNIT DEVELOPMENTS ARE PERMITTED:

Planned Unit Developments shall be permitted in all zoning districts, except for the Central Business District (CBD) zoning district.

12.203 : EXCEPTIONS FROM ZONING AND SUBDIVISION STANDARDS, GENERAL AUTHORIZATION:

Within PUDs, the Planning Commission may recommend, and the City Council may grant, specific exceptions to the underlying district's lot, density, use and bulk standards, as well as other applicable Zoning and Subdivision Regulations standards where it is determined that such modifications shall not negatively affect the value and enjoyment of surrounding property, the provision of municipal services, or the flow of traffic.

12.204 : EXCEPTIONS FROM REQUIREMENTS OF THIS ARTICLE PROHIBITED:

While exceptions to other Zoning requirements are permissible, no exceptions may be granted to any requirement of this Article unless specifically authorized by this Article. All requirements of this Article shall apply to all PUDs unless otherwise stated.

12.205 : EXCEPTIONS FROM OTHER ZONING AND SUBDIVISION STANDARDS, APPROVAL REQUIRED:

The underlying zoning district's requirements as well as all other applicable Zoning and Subdivision Regulation standards shall by default apply, unless an exception is specifically granted as part of the approved PUD. To be considered for approval by the City Council, any exception must have been reviewed by the Planning Commission and must be specifically noted within the Preliminary Development Plan and Regulating Pattern Book within a table created and labeled for that purpose.

To clarify: Unless the exception is specifically granted as part of the PUD approval, and unless such exception is specifically reflected on the governing documents for the development, the underlying district requirements shall apply. No exceptions shall be implied unless explicitly stated or shown on the PUD's governing documents.

12.206 : CRITERIA FOR GRANTING EXCEPTIONS:

To be granted such exceptions, the applicant must demonstrate compliance with the Purpose and Objectives provided at Chapter 1 of this Article, above. *In no case shall an exception to district regulations within a PUD be granted unless the applicant demonstrates a substantial benefit to the City.*

Design characteristics and amenities to be considered in this determination shall include, but are not limited to the following:

- (A) Landscaping, buffering, or screening within or around the perimeter of the PUD that is in addition to the minimum required by this Ordinance.
- (B) The provision of additional landscaping and screening of parking lots and structures in addition to the minimum required by this Ordinance.
- (C) Reduced use of impervious surface materials, including use of semi-pervious material such as grass-crete.
- (D) Design characteristics including, but not limited to, mixed use development circulation systems that utilize alleys or traffic-calming techniques, and pedestrian-oriented environment.
- (E) Community amenities including plazas, malls, formal gardens, places to congregate, outdoor seating, public art, and pedestrian facilities.
- (F) Preservation of environmental features such as wetlands, conservation areas, hillsides, streams, or other unique features.
- (G) Preservation of historic or other culturally significant features.
- (H) Recreational amenities such as:
 - (1) Swimming Pools
 - (2) Outdoor rooms, arbors, gazebos, seating areas, and other hardscape
 - (3) Clubhouse with meeting and fitness facilities
 - (4) Jogging trails and fitness courses
 - (5) Playgrounds and dog parks
 - (6) Lakes and natural water features
- (I) Retention ponds and detention areas which are accessible to occupants or the public via nature trails, boardwalks, and/or perimeter walkways, but only if they are designed as natural water features and are landscaped with native vegetation.
- (J) Additional public infrastructure improvements in addition to the minimum required by this Ordinance, such as ornamental streetlights, street name signs, stop signs, and mailboxes.
- (K) Dedication of lands for public uses.
- (L) Offsite Traffic, Recreational, or Public Safety Improvements, or payments in lieu of such improvements.
- (M) Provision of sign standards which exceed the minimum required by this Ordinance.
- (N) Provision of a Design Guide with design standards which exceed the minimum required by City's Design Guidelines. For residential PUDs, this includes provision of draft elevations and floorplans of the homes which are to be built, as well as renderings depicting entryway monumentation, landscaping, fencing etc.
- (O) Restrictive covenants which prohibit, limit, or provide standards for utility buildings, fences, and similar structures.
- (P) Provision of requirements within the governing documents of the Owner's Association which stipulate that maintenance for all Open Space areas shall be performed by a 3rd party vendor at the Owner's Association's expense.

CHAPTER 3: MINIMUM STANDARDS FOR ALL PLANNED UNIT DEVELOPMENTS

12.301: GENERAL STANDARDS:

All applications for PUD approval will be evaluated using the following standards of review:

- (A) The site of the PUD shall be under common ownership and/or unified control. If there are two (2) or more owners, the application for the PUD shall be jointly filed by all owners.
- (B) There shall be a minimum size of two (2) acres for any new PUD, with the exception that all rezoning requests containing a multi-family component shall be submitted in accordance with this Article regardless of acreage.
 - (1) “Multi-family” as used within this Article shall mean a building containing three (3) or more dwelling units, including apartments, condominiums and the like. It shall not include townhome developments, in which each dwelling unit is on an individual lot with each dwelling unit being separated from the other units by a party wall.
 - (2) This requirement shall in no way limit or abrogate any existing zoning entitlement.
- (C) The proposed PUD must be in agreement with the adopted Land Use Plan and any adopted Area Plan for the City. Planning Staff shall clarify upon the record whether this is the case. It shall be incumbent upon the applicant to seek amendment to any applicable City Plans simultaneously with submitting the proposed PUD. The Planning Commission shall not recommend for approval any proposed PUD not in compliance with such adopted plans.
- (D) All rezoning requests that wholly, or in part, contain multi-family uses as defined by this Zoning Ordinance shall be required to be submitted in accordance with this Article.
- (E) Approval of a PUD shall be based upon a finding by the Planning Commission that studies provided by the applicant do confirm that streets, utilities, and drainage features have adequate capacity to serve the proposed development. If deficiencies do exist, the applicant shall offer to upgrade or otherwise provide adequate facilities to support their development.
- (F) Any PUD shall be responsive to the character of surrounding properties and the existing neighborhood area. When located in an area where land use types and/or intensities or densities vary, the development shall be designed in such a manner as to provide for gradual changes in intensity and/or density.
- (G) Street System connectivity to adjoining properties shall be provided wherever possible in the judgment of the Planning Commission and City Council.
- (H) Walkways and trails are encouraged to be provided within the PUD in a manner which promotes pedestrian safety and circulation. Where appropriate, the plan shall provide pedestrian/bicycle access to, between or through open space areas and to appropriate off-site amenities.
- (I) No sidewalk waivers shall be allowed for any PUD containing a residential component. Sidewalk waivers may be allowed for nonresidential PUDs at the discretion of the Planning Commission and City Council.
- (J) No action of the Board of Zoning Appeals shall be required in the approval of a PUD.
- (K) PUD districts shall be designed to preserve the natural features of the land and historic resources, such as existing trees, natural topography, and archaeological and historic sites, as much as possible.
- (L) The PUD shall include additional screening, buffering, transitional uses or other design features as necessary to adequately protect existing or proposed uses of surrounding property;

- (M) Homeowner associations or some other responsible party shall be required to maintain any and all common and open space and/or common elements, unless accepted to be conveyed to the City.
- (N) All utilities shall be underground within PUD districts.
- (O) No PUD application shall be considered unless such proposed plan includes a certification that the services of one or more design professionals in one or more of the following disciplines were utilized in the preparation of the Development Plan and Regulating Pattern Book in addition to a licensed civil engineer.
 - (1) An urban planner who possesses the education and experience to qualify for membership in a recognized professional planning association;
 - (2) A practicing landscape architect licensed by the State of Tennessee
 - (3) A practicing architect licensed by the State of Tennessee.
- (P) A Development Agreement shall be required at the Platting/Site Plan stage for all developments that will involve the installation of any infrastructure to be owned and/or maintained by the City.
- (Q) In order to provide feedback to the applicant, an optional and nonbinding conceptual review of any proposed PUD is authorized to be undertaken by the Planning Commission.
- (R) City standards for public notice and advertisement shall be met for all applications. Any additional notice requirements provided by this Article are in addition to any required by the City and by State law.
- (S) All PUDs shall be designed to facilitate safe and efficient ingress and egress for municipal and/or private solid waste vehicles. All developments shall be designed to ensure such access without otherwise blocking or obstructing the flow of traffic along bordering streets.
- (T) All PUDs shall be designed to facilitate safe and efficient ingress and egress for school buses. All developments, and non-single family residential developments in particular, may be required to provide bus turnouts, pull out stops, covered rider shelters, or other design elements in order to ensure safety.

12.302: SPECIFIC STANDARDS:

In addition to the General Standards noted above, the following Specific Standards shall apply to all PUDs:

(A) Minimum Lot Sizes:

Lot Sizes may not be less than 50% of that allowed by the base zoning. However, except as indicated in these standards, no proposed building lot within a PUD may be reduced to less than 5,000 square feet.

Note: Townhome lots under individual units shall not be less than 2,000 square feet. Townhome development lots as a whole (meaning groups or blocks of Townhomes) shall not be less than 6,000 square feet (2000 sq/ft per unit X minimum of 3 units=6,000 sq/ft)

Note: Multi-family developments shall provide a minimum of 5,000 square feet of lot area per residential unit.

Note: Horizontal Property Regimes (HPR) shall also comply with these standards in that each HPR dwelling unit or group of dwelling units within such Regime shall be provided with sufficient open space around each unit or group of units to meet these minimum area requirements.

(B) Minimum Setbacks:

In no event shall setbacks be reduced to less than:

Front: 20 feet

Side: 5 feet

Rear: 15 feet

Note: A side yard of at least these dimensions is required on each end of a group or block of attached townhomes and multi-family dwellings. Zero (0) feet is required on the interior sides of each townhome and multi-family dwelling (shared wall).

Note: Horizontal Property Regimes (HPR) shall also comply with all of these standards. Each HPR dwelling unit within such Regime shall be provided with sufficient open space around each unit or group of units to meet this minimum yard requirement.

Note: Certain zoning districts contained in this Ordinance may allow "build to" lines that reduce setbacks to less than these PUD standards. These PUD standards shall govern in the event of a conflict.

(C) Allowable Uses:

All uses allowed and allowed upon appeal as per the base zoning shall be allowed. However, the Planning Commission may recommend, and the City Council may require, the elimination of certain uses that may be deemed objectionable or not in keeping with the area as part of a PUD approval. In addition, the applicant may voluntarily limit uses that would otherwise be allowable in the base zoning district.

The applicant may request the addition of uses or mix of uses that may not be allowed as per the base zoning, and such uses may be approved by the City Council upon recommendation by the Planning Commission. Such uses must be noted as a requested exception as required at Chapter 2 of this Article.

For example: In a district that might otherwise only allow standard detached single family dwellings, the applicant may request the addition of a convenience commercial use for the development. Any such items must be noted as an exception upon the governing documents for the development, and must be clearly indicated upon the Preliminary/Final Development Plan and Regulating Pattern Book.

(D) Buffers:

- (1) A 15 foot Type B buffer yard shall be provided around the perimeter of all PUDs consisting solely of a single family residential uses.
- (2) A 20 foot Type C buffer yard shall be provided around the perimeter of all PUDs containing a commercial component, or a residential component containing townhomes, two family dwellings of any kind, or semi-detached dwellings.
- (3) A 25 foot Type D buffer yard shall be provided around the perimeter of all PUDs containing an industrial component or a residential component containing multi-family residential.
- (4) Specific planting requirements for various buffer yards are found at Table 4-502 of this ordinance.

- (5) As used within this article, “perimeter” is intended to mean the sides and rear, as well as the front of a subject property.
- (a) In other words, at any point in which a proposed development fronts existing right of way, a buffer meeting these requirements shall be provided in addition to buffering along the sides and rear of the property.
 - (b) Within the front buffer, the applicant may substitute decorative fencing, entryway monumentation, and other similar amenities for required canopy tree plantings, provided that required accent trees and shrubs are planted as required by this ordinance.
 - (c) Sidewalks shall be required to be installed along or within all front buffers. No exceptions or in lieu of payments are allowed within PUDs containing a residential component.
- (6) All required buffers shall be located in Open Space under ownership of the homeowner or property owners’ association. No required buffer of any kind shall be contained on any single family residential building lot. Landscape easements etc, are prohibited on single family residential building lots.

(E) Transitions

Proposed lot sizes around the perimeter of the development which directly border other property currently used for single family residential uses shall not be less than the minimum required by the requested base zoning if such homes are within 250 feet of the property proposed for rezoning. This requirement shall be applied to each boundary of the project independently, to include the front of the property, and shall be in addition to any required buffers.

Example #1: if the applicant is requesting an R-15 PUD zoning, the minimum lot size for lots around the perimeter of the development shall be 15,000 square feet if those lots will border property in which existing homes are within 250 feet of the proposed PUD.

Example #2: If a new PUD is to be surrounded by property in which there are no homes within 250 feet of the development’s boundaries, this requirement shall not apply.

Example #3: If homes are located within 250 feet of one side of a development, and the other sides contain no homes within 250 feet of the proposed development, this requirement shall be applied only to the side containing homes within 250 feet of the proposed development.

(F) Market Analysis:

The Planning Commission or City Council may require the developer to provide a market analysis for any PUD containing a nonresidential component. The analysis will be utilized, among other things, to determine the economic feasibility of the proposed project, and to determine the impact of the proposed development on the long-term development of commercial/industrial land use in the area.

- (G) All PUDs containing a residential component shall submit population projection data, to include projected adult and school aged population at build out.

CHAPTER 4: OPEN SPACE, AMENITIES, AND PERPETUAL MAINTENANCE STANDARDS

: QUALITY AND CHARACTER OF OPEN SPACE:

The following requirements shall apply for all common elements and associated improvements located within any PUD:

- (A) At least 20% of the gross site acreage of the PUD shall be comprised of open space.
- (B) All Open Space shall be classified as either:
 - (1) Usable Open Space
 - (2) Passive Open Space
- (C) Not less than 10% of the gross site acreage shall be Useable Open Space, which is defined as follows:
 - (1) Useable Open Space: An area or areas within the boundaries of a development that are designed, set aside and maintained for either active or passive recreation, or both, and are available and accessible for use and enjoyment by all residents of the development.
 - (a) Useable Open Space must be suitably improved for its intended use. Active recreation facilities are encouraged. Permitted uses for usable open space may include, but are not limited to pedestrian, bike and multi-purpose trails, pocket parks, playgrounds, etc.
 - (b) Areas of Useable Open Space must be clearly delineated on the Amenities Plan Sheet, along with table of calculations showing that these requirements have been met.
- (D) All Open Space not classified as Usable shall be classified as Passive Open Space, which may include, but not be limited to, required landscape buffers, important natural features, cemeteries, agricultural uses, and Stormwater detention facilities.
- (E) Public right of way, as well as any right of way that may be set aside for private streets, may not be counted toward any Open Space calculations.
- (F) Existing Public Utility Easements, including TVA transmission easements, pipeline easements and other similar easements owned by utilities not controlled by the City may not be counted toward any Usable Open Space calculations.
- (G) Lands Located within the Floodplain or Floodway or that are located within a designated wetland may not be counted toward Usable Open Space requirements, unless the developer proposes to install recreational amenities within them, such as boardwalks, pedestrian footpaths/bridge crossings etc. Any applicable federal/state/local permitting requirements shall apply, and shall be the developer's responsibility.
- (H) Lands to be dedicated to the City may be counted toward Usable Open Space requirements if actually accepted by the City.

: AMENITIES PLAN REQUIRED:

All PUDs shall provide an Amenities plan within the Preliminary Development Plan and Regulating Pattern Book, which at minimum shall provide:

- (A) A description and location of all proposed amenities
- (B) A table indicating overall useable and passive open space proposed,
- (C) A specific phasing plan for all amenities and open space improvements.

: SURETY FOR PROPOSED AMENITIES REQUIRED:

The City shall require that surety guaranteeing all private amenities for the entire development be posted prior to initiation of construction for the first phase of the development. Such surety shall be held by the city until the final phase of the project is completed.

: TIMING FOR AMENITY INSTALLATION:

Amenities should be installed and completed in the phase in which they are to be located. However, all amenities must be installed by the developer and approved by the City prior to commencement of grading activities for the final phase of the development.

: MAINTENANCE OF OPEN SPACE:

All open space and usable open space shall be deeded to a homeowners or property owners' association, and the developer shall submit a draft declaration of covenants and restrictions that will govern the association concurrently with the application for Preliminary Development Plan and Regulating Pattern Book approval. The City Attorney shall review the documentation as to conformity with this Article. The provisions shall include, but not be limited to the following:

- (A) The association must be set up before the recording of the first Final Plat for the development;
- (B) Membership must be mandatory for each buyer and any successive buyer;
- (C) The open space and usable open space restrictions must be permanent and not just for a period of years;
- (D) The association must be responsible for liability insurance, local taxes and the maintenance of recreational and other facilities;
- (E) Property owners must pay their prorated share of the cost to the assessment levied by the association to meet changed needs.
- (F) The association must assume perpetual responsibility for all Stormwater infrastructure located within an Open Space area, and must enter into a Long Term Stormwater Maintenance Agreement with the City as per state and local requirements.

: DEDICATION OF OPEN SPACE BY DEVELOPER:

- (A) All land shown on the approved Final Development Plan and Regulating Pattern Book as Open Space may be either:
 - (1) Conveyed to a public body, if the public body agrees to accept conveyance and to maintain the common open space and any buildings, structures or improvements which have been placed on it; or
 - (2) Conveyed to an homeowner or property owner's organization for ownership and maintenance
- (B) No common open space of a PUD shall be conveyed or dedicated by the developer or any other person to any public body, homeowner's association or other responsible party unless the Planning Commission has determined that all required improvements, to include Stormwater improvements, have been completely and satisfactorily installed.

: OWNER'S ASSOCIATION DEFAULT:

In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the PUD fail to maintain the open

space in accordance with the adopted Final Development Plan and Regulating Pattern Book, the City may serve written notice upon such organization and/or the owners or residents of the PUD and hold a public hearing.

If, 30 days following the public hearing, the deficiencies of maintenance remain uncorrected, the City Attorney shall call upon all the owners of property within the PUD to maintain the common open space, and, in default thereof, the City may maintain same.

The cost of such maintenance by the City shall be assessed severally and proportionally against the properties within the PUD that have a right of enjoyment of the common open space and shall become a lien on the properties.

CHAPTER 5: REVIEW AND APPROVAL PROCESS

GENERAL:

Review and approval of a proposed PUD shall entail the following steps. With the exception of an optional and nonvoting conceptual review by the Planning Commission, there shall be no portion of this process which may be waived by city staff or the Planning Commission.

: STEP 1: PRELIMINARY CONCEPT MEETING:

The applicant shall meet with the Planning Department to discuss the initial concepts of the PUD. The applicant shall supply preliminary information including, but not limited to, proposed uses, site constraints, road access, utility availability, and proposed density. Staff shall make the applicant aware of any applicable plans and ordinances. All staff comments are purely advisory in nature.

: STEP 2: PRE-APPLICATION CONFERENCE:

Within 90 days of the preliminary concept meeting, and not less than 10 days prior to any required Neighborhood Meeting, the applicant shall meet with the Planning Department and other departments, as appropriate, for a pre-application conference.

- (A) The applicant shall supply preliminary information to the Planning Department in a form established by the Planning Department. Such information shall be submitted at least three business days prior to the pre-application conference meeting.
- (B) The purpose of the pre-application conference shall be to review refined plans and concepts for the PUD, the submittal requirements for the formal application, and the neighborhood meeting.
- (C) All staff comments provided at the preapplication meeting are purely advisory in nature.

: STEP 3: NEIGHBORHOOD MEETING:

Within 30 days of the pre-application conference, the applicant is required to hold at least one formal neighborhood meeting. This neighborhood meeting shall be held prior to formal submittal of the application for Preliminary Development Plan and Regulating Pattern Book approval. The applicant shall meet the following standards when conducting a neighborhood meeting:

- (A) At least five (5) business days prior to the neighborhood meeting, provide written notice to the Planning Department, including the project name, time, date, and location of the meeting.
- (B) Conduct the neighborhood meeting within proximity of the location of the proposed development. If it is not possible to hold the meeting in proximity to the location of the proposed development, due to lack of public facilities, the meeting shall be held in a nearby convenient location.
- (C) An effort shall be made to provide adequate notice of the neighborhood meeting to the community. At a minimum, informational letters shall be distributed by the applicant to property owners within a 500-foot radius of the proposed PUD.
- (D) Provide the Planning Department with a written summary of the meeting as part of the Preliminary Development Plan and Regulating Pattern Book application. The summary shall include a brief description of the method used to provide notice of the neighborhood meeting to the community and highlight the primary concerns of the neighboring property owners raised at the neighborhood meeting.

(E) The Planning Director may waive the neighborhood meeting requirement for reapplications under the following circumstances:

- (1) For reapplications: If a formal neighborhood meeting has been conducted for the PUD application in the last 12 months and no changes to the original application are being proposed.

: STEP 4: OPTIONAL CONCEPTUAL REVIEW BY PLANNING COMMISSION:

Prior to submittal of a formal application for a PUD, the applicant may make a conceptual presentation to the Planning Commission at a regularly scheduled meeting. The purpose of this submission is to obtain information and guidance prior to entering into binding commitments or incurring substantial expense. There shall be no formal vote on the conceptual presentation. The applicant may furnish whatever information that may assist the Planning Commission with understanding the proposal, but at minimum, such a conceptual presentation shall consist of the following:

- (A) A map or maps in general form containing the proposed land uses, the natural features of the development site, the character and general location of all roadways and access drives proposed within the potential development, the location of adjacent public streets, thoroughfares and public utilities, and approximate schematic drawings showing the size, character, and location of buildings on the site.
- (B) A written cover letter containing a general explanation of the potential development, including a statement of the present ownership of all the land within the development.

: STEP 5: PRELIMINARY DEVELOPMENT PLAN AND REGULATING PATTERN BOOK APPLICATION:

Within 90 days of the pre-application conference, the applicant shall submit an application in accordance with the application requirements contained herein. If the applicant fails to submit an application within 90 days of the pre-application conference, the applicant shall be required to begin the review procedure again from the pre-application conference (Step 2).

: STEP 6: PLANNING COMMISSION REVIEW AND RECOMMENDATION OF PRELIMINARY DEVELOPMENT PLAN AND REGULATING PATTERN BOOK APPLICATION:

The Planning Commission shall review the application, hold a public hearing, and make a recommendation to the City Council. The Planning Commission shall recommend approval, denial, or approval with conditions within 60 days after the initial consideration of the application. The applicant may waive the 60 day time requirement and consent to an extension or extensions.

: STEP 7: CITY COUNCIL REVIEW OF PRELIMINARY DEVELOPMENT PLAN AND REGULATING PATTERN BOOK APPLICATION:

The City Council shall review the application, hold a public hearing, and make a final decision in accordance with the city's ordinance review process generally. In making such a decision, the City Council shall consider but not be bound by, the recommendation of the Planning Commission. The City Council shall approve, deny, or approve with conditions. The City Council may defer the application for a reasonable amount of time if more information is needed to make an informed decision. Within 30 days after approval of a Preliminary Development Plan and Regulating Pattern Book, the zoning map will be amended to show the PUD as a zoning district.

**: STEP 8: PLANNING COMMISSION REVIEW OF FINAL DEVELOPMENT
PLAN AND REGULATING PATTERN BOOK APPLICATION:**

The Planning Commission shall review the Final Development Plan and Regulating Pattern Book and hold a public hearing. If the Final Development Plan is in substantial compliance with the approved Preliminary Development Plan and Regulating Pattern Book to include any applicable conditions or modifications made by the City Council, the Planning Commission shall vote to approve it.

Note: If the Final Development Plan and Regulating Pattern Book is not in substantial compliance with the approved Preliminary Development Plan, it shall not be approved by the Planning Commission. In such cases, the applicant shall either revise the Final Development Plan and Regulating Pattern Book in order to bring it into conformity with the approved Preliminary Development Plan, or else recommence the Review and Approval Process for new Planned Unit Developments outlined at Chapter 5 of this Article.

Note: The grounds for determining if the Final Development Plan is in substantial compliance with the approved Preliminary Development Plan are provided at 12.607, below.

**: STEP 9: SITE DEVELOPMENT PLAN AND/OR SUBDIVISION PLAT SUBMITTAL
AND DESIGN REVIEW:**

If approved, the Final Development Plan and Regulating Pattern Book, as described in this Article, will become the controlling document for all future development in that established PUD zone. Parcels approved for a PUD will continue to be regulated by the Final Development Plan and Regulating Pattern Book regardless of future subdivision and sale of the property.

- (A) The procedure for Site Development Plan review will be required as established by Article 14-202.2 of the Portland Zoning Ordinance.
 - a. Note: Site Development Plan approval shall be required for any Planned Unit Development utilizing a Horizontal Property Regime (HPR). Subdivision review is not required for such Regimes as they are exempted from municipal subdivision requirements (See Tennessee Attorney General's Opinion, 01-147).*
- (B) The procedure for Preliminary Subdivision Plat and Final Subdivision Plat review will be required as established in the Portland Subdivision Regulations.
- (C) The procedure for design review shall be required as established by the City of Portland's Zoning Ordinance and Design Guidelines.

CHAPTER 6: SUBMITTAL REQUIREMENTS

: COMPLETE APPLICATION REQUIRED:

A totally complete application shall be required for all PUD submittals. Under no circumstance is the Planning Commission empowered to consider an application unless all submittal requirements herein have been fulfilled. In no circumstance shall the Planning Commission recommend approval of an application “contingent upon” required information being provided.

: COMPLETED PUD CHECKLIST REQUIRED:

It shall be the responsibility of the City Planner to provide the City’s official PUD checklist to the applicant during the Preapplication conference. It shall be the responsibility of the applicant to return the signed and completed checklist to the City Planner as part of the PUD application submittal.

: PRELIMINARY DEVELOPMENT PLAN AND REGULATING PATTERN BOOK: OVERALL INTENT:

The overall intent of requiring a Preliminary Development Plan and Regulating Pattern Book is to ensure that the applicant furnishes adequate information so that the Planning Commission and City Council fully understand the scope and impact of the project, its compliance with the Goals and Objectives of this Article, and the proposed project’s benefit to the public. The approval of such a plan by the City Council constitutes a vested property right per state law.

It is incumbent on the applicant to furnish sufficient information at the Preliminary Development Plan stage, so that so that elected and appointed officials can have confidence that they fully understand what is proposed prior to any approvals which would convey a vested property right.

: APPLICATION REQUIREMENTS: PRELIMINARY DEVELOPMENT PLAN AND REGULATING PATTERN BOOK:

The following items shall be the minimum required for all applications to be submitted to the Planning Commission for Preliminary Development Plan and Regulating Pattern Book review:

- (A) Completed Application and any required review fees
- (B) Completed PUD Application Checklist
- (C) Completed Letter of Agency
- (D) Current Deed
- (E) Cover sheet addressed from the developer’s representative to the City Planner describing how the project conforms to the Purpose and to each of the Objectives found at Chapter 1 of this Article.
- (F) Preliminary Development Plan, which shall be submitted in black and white 24 X 36 format, and which shall contain the following
 - (1) Sheet 1: Title Sheet, containing the following information:
 - (a) Name of Development
 - (b) Name and address of Current property owner
 - (c) Name and Address of Developer (if different)
 - (d) Name and contact information for professionals who prepared plan.
 - (e) Current Zoning
 - (f) Proposed Zoning
 - (g) Property identification information (address, map/parcel, deed information)

- (2) Sheet 2: Plot plan prepared and stamped by a licensed surveyor for overall property depicting existing conditions, boundaries and topography
 - (3) Sheet 3: Overall layout sheet, with:
 - (a) Proposed street network
 - (b) All proposed lots with conceptual building and driveway footprints clearly indicated in relation to proposed setbacks
 - (c) All open space and areas proposed for public use (fire station, park etc)
 - (4) Sheet 4: Preliminary Utilities plan sheet, showing how water, sewer and gas utilities will be run through the site and how they will be connected to existing utilities in the area
 - (5) Sheet 5: Preliminary Landscape plan sheet depicting all open space areas, including buffers
 - (6) Sheet 6: Preliminary Roadway improvements Plan Sheet if improvements within existing public right of way are to be required.
 - (7) Sheet 7: Preliminary Drainage Plan indicating how surface drainage will be controlled and managed
 - (8) Sheet 8: Preliminary Amenities Plan Sheet, containing the following:
 - (a) A description and location of all proposed amenities
 - (b) A table indicating overall useable and passive open space proposed,
 - (c) A specific phasing plan for all amenities and open space improvements.
- (G) Regulating Pattern Book, which shall be submitted in color 11 X 17 format, and which shall contain the following:
- (1) Title sheet
 - (2) Name, address, contact information of applicant and professional architect, planner, or engineer responsible for preparing the Regulating Pattern Book
 - (3) Table of Contents
 - (4) Narrative describing the subject property's context, history and existing conditions
 - (5) Narrative describing the proposed development
 - (6) Table of Exceptions from City Zoning and Subdivision Regulations being sought
 - (7) Listing of permitted uses within the development
 - (8) Proposed density/intensity of project
 - (9) A tabulation of the number of lots which would be allowed under the existing and proposed zoning.
 - (10) Typical lot layout(s) and proposed setbacks
 - (11) Colorized graphic rendering showing all natural features, such as topography, soils, woodlands, wetlands, floodplain, and existing drainage patterns which affect the property
 - (12) Architectural Renderings/Floorplans/Photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures
 - (13) Written description of materials to be used as well as any to be prohibited
 - (14) Amenities renderings, photographs and depictions
 - (15) Signage Plan Sheet
 - (a) For Residential Developments: Horizontal depiction of entryway monumentation and associated landscaping

- (b) For Nonresidential Developments: Horizontal depiction of proposed signage, as well as formal PUD sign policy regarding size, illumination, and materials.
- (16) For projects that include nonresidential or multifamily uses, a photometric lighting plan of the project location and environs complete with light cut sheets and lighting fixtures examples
- (17) Overall Phasing Schedule for the development
- (H) Utility Availability Letter(s), for public water, sewer and natural gas
- (I) Traffic Impact Study (if required by City staff)
- (J) Documentation summary of neighborhood meeting
- (K) Draft Covenants, Conditions, Restrictions

: FINAL DEVELOPMENT PLAN AND REGULATING PATTERN BOOK: OVERALL INTENT:

The intent of the Final Development Plan and Regulating Pattern Book is to incorporate any terms, conditions, or other modifications to the Preliminary Development Plan and Regulating Pattern Book that may have been made by the City Council during their review and approval. In addition, the developer shall ensure that sufficient engineering work shall have occurred to ensure with reasonable certainty that the actual locations of future roads, utilities and other amenities are depicted in what will be their actual locations.

: MINIMUM APPLICATION REQUIREMENTS: FINAL DEVELOPMENT PLAN AND REGULATING PATTERN BOOK:

Following approval of the Preliminary Development Plan and Regulating Pattern Book by the City Council, the developer may make an application to the Planning Commission for Final Development Plan approval. The following items shall be the minimum required for all such applications to be submitted to the Planning Commission for Preliminary Development Plan and Regulating Pattern Book review:

- (A) In final form, all of the information required for the Preliminary Development Plan and Regulating Pattern Book.

: CONFORMITY OF FINAL DEVELOPMENT PLAN AND REGULATING PATTERN BOOK WITH APPROVED PRELIMINARY DEVELOPMENT PLANS:

The Final Development Plan and Regulating Pattern Book submitted for Planning Commission review and approval shall be in substantial compliance with the approved Preliminary Development Plan. The following criteria shall be utilized in determining whether a submitted Final Development Plan is in conformity with the approved Preliminary Development Plan.

If any of the following occur, the submitted Final Development Plan shall be deemed to be not in conformity:

- (A) The submitted Final Development Plan and Regulating Pattern Book seeks to amend a specific condition that was imposed by the City Council;

- (B) The submitted Final Development Plan and Regulating Pattern Book shows an increase in the number or dwelling units (density) or maximum square footage (intensity) in the case of non-residential PUDs;
- (C) The submitted Final Development Plan and Regulating Pattern Book modifies the location and/or number of the PUDs primary access points;
- (D) The submitted Final Development Plan and Regulating Pattern Book indicates that the overall gross open space or usable open space acreage will be reduced;
- (E) The submitted Final Development Plan and Regulating Pattern Book seeks to modify any development regulations or architectural commitments expressly enumerated in the approved Preliminary Development Plan and Regulating Pattern Book.
- (F) The submitted Final Development Plan and Regulating Pattern Book seeks to obtain an exception from any Subdivision or Zoning standard that was not indicated on the Preliminary Development Plan.

**SUBMITTED FINAL DEVELOPMENT PLAN NOT IN CONFORMITY WITH
APPROVED PRELIMINARY DEVELOPMENT PLAN:**

If the Final Development Plan and Regulating Pattern Book submitted for Planning Commission review is not in conformity with the approved Preliminary Development Plan, the applicant shall have two (2) options:

- (A) Revise the submitted Final Development Plan and Regulating Pattern Book in order to bring it into compliance with the approved Preliminary Development Plan.
- (B) Recommence the Review and Approval Process for new Planned Unit Developments outlined at Chapter 5 of this Article.

CHAPTER 7: PROCEDURE FOR MODIFYING AN EXISTING FINAL DEVELOPMENT PLAN AND REGULATING PATTERN BOOK

12.701: AMENDMENT OF APPROVED PLANNED UNIT DEVELOPMENTS AUTHORIZED:

Following final approval of a Final Development Plan and Regulating Pattern Book, it is possible that as the development of the PUD progresses, modifications to the approved Final Development Plan may be necessary for a variety of reasons.

“Minor” modifications shall only require approval from the Planning Commission. However, “Major” modifications, as defined below, will be subject to further review by the Planning Commission and City Council and will be required to undergo the entire process for PUD approval as enumerated at Chapter 5.

12.702: STAFF APPROVAL OF PUD AMENDMENTS PROHIBITED:

Under no circumstance shall city staff be empowered to approve any modification to any PUD. City staff shall enforce the adopted PUD exactly as approved, and as shown on the approved Final Development Plan and Regulating Pattern Book. Questions related to interpretation should be referred to the Planning Commission by the City Planner if there is disagreement. Any modifications proposed by the developer shall follow the process outlined in this Chapter.

12.703: SUBMITTAL PROCESS FOR PLANNED UNIT DEVELOPMENT AMENDMENTS:

A written request from the developer seeking an amendment to an approved PUD shall be submitted to the Planning Director. The request shall describe the overall effect of the proposed changes, a modified Final Development Plan and Regulating Pattern Book, the reasons for seeking such amendment, and shall provide a written description of how the proposed modifications accomplish the intent of the PUD as originally proposed. Upon receipt of a complete request, the Planning Director will make a written determination on whether the proposed modification is Major or Minor within ten (10) business days.

12.704: THRESHOLDS FOR MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS:

Any modifications that results in any of the following will be classified as “Major”:

- A. The changes proposed seek to amend a specific condition that was imposed by the City Council;
- B. The proposed amendment results in an increase in the number or dwelling units (density) or maximum square footage (intensity) in the case of non-residential PUDs;
- C. The amendment modifies the location and/or number of the PUDs primary access points;
- D. The amount of gross open space or usable open space is reduced;
- E. Modification any other development regulations or architectural commitments enumerated in the Final Development Plan and Regulating Pattern Book.
- F. The changes proposed seek to obtain an exception from any Subdivision or Zoning standard that was not indicated on the approved Final Development Plan and Regulating Pattern Book.

Modifications not meeting these thresholds shall be deemed “Minor.”

CHAPTER 8: EXPIRATION OF APPROVED PLANS

12.801: EXPIRATION OF APPROVED PRELIMINARY DEVELOPMENT PLAN AND REGULATING PATTERN BOOK:

If the applicant has not obtained Final Development Plan approval from the Planning Commission within three (3) years of the approval of a Preliminary Development Plan, the Planning Commission, consistent with the Vested Property Rights Act, Tenn. Code Ann. § 13-4-310, shall give notice by certified mail to the owner and applicant who requested the PUD and shall schedule a public hearing to take any of the following actions:

- A. Recommend extending, removing, or modifying the schedule for development;
- B. Recommend amendments to the Preliminary Development Plan and Regulating Pattern Book;
- C. Recommend revocation of the Preliminary Development Plan and Regulating Pattern Book approval; and/or
- D. Recommend rezoning of the property to its former zoning classification.

After receiving the Planning Commission's recommendation(s), and providing any notice required by statute and City regulations, the City Council shall hold a public hearing and render a decision.

12.802: EXPIRATION OF APPROVED FINAL DEVELOPMENT PLAN AND REGULATING PATTERN BOOK:

If the applicant has not entered into a development agreement with the City Council and has not commenced site preparation within five (5) years of the City Council's approval of a Preliminary Development Plan and Regulating Pattern Book, the Planning Commission, consistent with the Vested Property Rights Act, Tenn. Code Ann. § 13-4-310, shall give notice by certified mail to the owner and applicant who requested the PUD and shall schedule a public hearing to take any of the following actions:

- A. Recommend extending, removing, or modifying the schedule for development;
- B. Recommend amendments to the Final Development Plan and Regulating Pattern Book;
- C. Recommend revocation of the Final Development Plan and Regulating Pattern Book; and/or
- D. Recommend rezoning of the property to its former zoning classification.

After receiving the Planning Commission's recommendation(s), and providing any notice required by statute and City regulations, the City Council shall hold a public hearing and render a decision.

CHAPTER 9: OTHER ISSUES

12.901: REAPPLICATION IF DENIED:

If an application for a PUD has been denied by the City Council, no application for substantially the same PUD may be filed for a period of one (1) year from that date of denial. Whether the application is for “substantially the same PUD” shall be within the discretion of the Planning Commission.

12.902: ADDITIONAL INFORMATION MAY BE REQUIRED:

By their very nature, each PUD is unique. As such, there may arise circumstances in which information may be needed that is not envisioned by these regulations. At any stage of the PUD review and approval process, the planning staff, Planning Commission, or City Council may require additional information to be submitted which may be necessary to make a determination regarding the PUD application.

12.903: NOTICE AND OTHER PROCEDURAL REQUIREMENTS:

Standards for public notice and advertisement contained in State law and City Regulations shall be met for all applications. Any additional notice requirements provided by this Article are in addition to any required by the City and by State law.

12.904: PROJECT REPRESENTATION REQUIRED:

It shall be the developer’s responsibility to ensure that persons versed in the proposed PUD’s specifics and authorized to speak and make commitments on behalf of the developer are present at every meeting and hearing required by this article. Failure of the developer or developer’s assigned agent to attend any hearing or meeting required by this article shall constitute grounds for, at minimum, a deferral of the application, or, at maximum, a negative recommendation or denial of the application.

APPENDIX A:

City of Portland Planned Unit Development Application Checklist

Please mark Yes (Y), No (N) or Not Applicable (N/A) for each item in the right hand column.

Project Name:		
Project Address & Map and Parcel ID:		
Baseline Information		
1	Completed PUD Application and any required fees	
2	Cover letter summarizing project and addressing how application conforms to Purpose and Objectives for Planned Unit Developments (Article 12, Chapter 1)	
3	Traffic Impact Study (If required by City staff)	
4	Utility Availability Letters for Public Water, Sewer, Natural Gas	
5	Current Deed	
6	Completed Letter of Agency	
7	Summary of required neighborhood meeting	
8	Draft set of Covenants, Conditions and Restrictions for development	
9	Population Information, to include projected adult and school aged population at build out.	
10	Preliminary/Final Development Plan, with all required information below	
11	Regulating Pattern Book, with all required information below	
Preliminary/Final Development Plan: Submit in 24X36 Black and White Format		
1	Sheet 1, Title Sheet, containing:	
a	Name of Development	
b	Name and Address of Current Property Owner	
c	Name and Address of Developer (if different)	
d	Name, address, email and phone number of professionals who prepared plan	
e	Identifying information for property (Map and Parcel ID, Record Book & Page, Address)	
f	Current Zoning	
g	Proposed Zoning	
2	Sheet 2: Plot plan for overall property, depicting existing conditions	
3	Sheet 3: Overall layout sheet, with:	

a	Proposed street network	
b	All proposed lots with conceptual building and driveway footprints clearly indicated in relation to proposed setbacks	
c	All proposed open space and areas proposed for public use (fire station, park etc)	
4	Sheet 4: Preliminary/Final Utilities plan sheet, showing how water, sewer and gas utilities will be run through the site and how they will be connected to existing utilities in the area.	
5	Sheet 5: Preliminary/Final Landscape plan sheet depicting all open space areas, including buffers	
6	Sheet 6: Preliminary/Final Roadway improvements Plan Sheet if improvements within existing public right of way are to be required.	
7	Sheet 7: Preliminary/Final Grading and Drainage Plan indicating how surface drainage will be controlled and managed.	
8	Sheet 8: Preliminary/Final Amenities Plan Sheet, incorporating the following information at minimum:	
a	A description and location of all proposed amenities.	
b	A table indicating overall useable and passive open space proposed	
c	A specific phasing plan for all amenities and open space improvements.	
Preliminary/Final Regulating Pattern Book: Submit in Color 11X17 Format		
1	Title sheet	
2	Name and Address of Developer	
3	Name, address, contact information of applicant and professional architect, planner, or engineer responsible for preparing the Regulating Pattern Book.	
4	Table of Contents	
5	Narrative describing the subject property's context, history and existing conditions	
6	Table of Exceptions from City Zoning and Subdivision Regulations being sought	
7	Listing of permitted uses within the development	
8	Proposed density/intensity of project	
9	A tabulation of the number of lots which would be allowed under the existing zoning.	
10	Typical lot layout(s) and proposed setbacks	
11	Colorized graphic rendering showing all natural features such as topography, soils, woodlands, wetlands, floodplain, and existing drainage patterns which affect the property	
12	Architectural Renderings/Floorplans/Photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures	
13	Written description of materials to be used	
14	Amenities renderings, photographs and depictions	
15	Signage Plan Sheet containing the following:	
a	For Residential Developments, Horizontal depiction of entryway monumentation and associated landscaping	
b	For Nonresidential Developments, Horizontal depiction of proposed signage, as well as formal PUD sign policy regarding size, illumination, and materials.	

16	Photometric lighting plan of the project location and environs complete with light cut sheets and lighting fixtures examples (Note: for projects that include nonresidential or multifamily uses only)	
17	Overall Phasing Schedule for the development	
Other Information		
18	All sheets must be stamped and sealed by design professionals licensed to do such design work in the State of Tennessee.	

I do hereby submit the attached application for review and recommendation by the Portland Municipal Planning Commission. The appropriate copies of the plan have been provided. I have reviewed the above checklist and do believe that all the information required has been presented.

_____	_____
Date	Signature of Individual Submitting Plan

*Any items checked Not Applicable by the submitter that are deemed applicable by the City staff will result in the entire submittal being rejected as incomplete. If in doubt about the applicability of a particular item, contact the City Planning Office.

Please note: No plan will be reviewed until all information required is presented in a full and complete manner.

APPENDIX B:
PUD REVIEW/APPROVAL PROCESS SUMMARY

Step 1: Preliminary Concept Meeting: First step of process. May occur any time.

Step 2: Pre-application Conference: Must be held within 90 days of Step 1

Step 3: Neighborhood Meeting: Must be held within 30 days of Step 2, but before submittal of Preliminary Development Plan.

Step 4: Optional Conceptual Review by Planning Commission: Must be conducted after Step 3, but before submittal of Preliminary Development Plan (Step 5).

Step 5: Preliminary Development Plan and Regulating Pattern Book Application: Must be submitted within 90 days of Step 2 (pre-application conference).

Step 6: Planning Commission Review and Recommendation of Preliminary Development Plan and Regulating Pattern Book Application: Planning Commission recommendation due within 60 days of initial consideration of the application. Applicant may waive this requirement.

Step 7: City Council Review of Preliminary Development Plan and Regulating Pattern Book Application: No time limits. Council may make reasonable deferrals to obtain needed information.

Step 8: Planning Commission Review of Final Development Plan and Regulating Pattern Book Application: Applicant must obtain Final Development Plan approval within 3 years of Council approval of Preliminary Development Plan.

Step 9: Site Plan and Subdivision Plat Submittal: Site Plan and/or Preliminary Plat may be submitted any time following Final Development Plan approval, provided that not more than 5 years has lapsed since the time of Council's approval of the Preliminary Development Plan.

ORDINANCE

City of Portland, Tennessee

No. 23 – 71

Second Reading

AN ORDINANCE TO RESCIND CHAPTERS 5 AND 6 OF TITLE 18 OF THE PORTLAND MUNICIPAL CODE IN THEIR ENTIRETY AND REPLACE WITH THE NEW TITLE, STORMWATER MANAGEMENT, TITLE 21.

WHEREAS, the City of Portland became covered under the State of Tennessee’s National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) as a Phase 2 MS4 Program effective March 23, 2014; and

WHEREAS, as part of the coverage of the NPDES General Permit, the City of Portland developed, implemented and enforced a Stormwater Management Program designed to reduce the discharge of Pollutants from the City to protect water quality, and to satisfy the appropriate water quality requirements of the Clean Water Act; and

WHEREAS, the Board of Mayor and Aldermen desires to amend the previously adopted Stormwater Management Title to comply with the NPDES General Permit for Discharges from Small MS4s and the Tennessee Water Quality Control Act of 1977; and

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Portland, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, in the legislative judgment of the Board of Mayor and Aldermen, the Board has found that ordinances and policies that regulate land use, guide the Maintenance of the City’s infrastructure, and deliver essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest.

NOW, THEREFORE BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Portland, Tennessee, that Title 18 of the Portland Municipal Code is hereby amended by removing Chapter 5, Stormwater Management and Chapter 6, Stormwater Utility, and replacing with new Title 21, Stormwater, and the Stormwater Plan shall be attached to this ordinance; and

BE IT FURTHER ORDAINED by the City Council of the City of Portland, Tennessee that this Ordinance shall take effect after its final passage, the public welfare requiring it.

Mike Callis, Mayor

Rachel Slusser, City Recorder

Passed First Reading: December 4, 2023

Passed Second Reading:

TITLE 21

STORMWATER MANAGEMENT

Chapter 1. Stormwater Management

Appendix A: Inspection and Maintenance Agreement

Chapter 2. Stormwater Utility

Chapter 3. Stormwater User Fee Credit Manual

Appendix A: Impervious Surface Credit Application

Appendix B: Right-of-Entry Form

Appendix C: Detention/ Water Quality Application

Appendix D: Education Credit Application

Appendix E: NPDES Credit Application

CHAPTER 1

STORMWATER MANAGEMENT

SECTION

- 21-101. General provisions.
 - 21-102. Definitions.
 - 21-103. Land Disturbance Permit
 - 21-104. Stormwater System Design: Construction and Permanent Stormwater Management.
 - 21-105. Permanent Stormwater Management: Operation, Maintenance, and Inspection.
 - 21-106. Permanent Stormwater Management: Existing Locations and Ongoing Developments.
 - 21-107. Water Quality Riparian Buffer Zone Requirements.
 - 21-108. Illicit Discharges.
 - 21-109. Enforcement.
 - 21-110. Penalties.
 - 21-111. Appeals.
- Appendix A: Inspection and Maintenance Agreement

21-101. General provisions.

(1) Purpose. It is the purpose of this Title to:

- (a) Protect, maintain, and enhance the environment of the City of Portland and the public health, safety and the general welfare of the citizens of the City, by controlling discharges of pollutants to the City's stormwater system and to maintain and improve the quality of the receiving Waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the City;
- (b) Enable the City to comply with the National Pollution Discharge Elimination System Permit (NPDES) and applicable regulations, 40 CFR 122 for stormwater discharges;
- (c) Allow the City to exercise the powers granted in Tennessee Code Annotated § 68-221-1105, which provides that, among other powers cities have with respect to stormwater facilities, is the power by ordinance or resolution to:
 - (i) Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the City, whether or not owned and operated by the City;
 - (ii) Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;
 - (iii) Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;
 - (iv) Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
 - (v) Issue permits for stormwater discharges, or for the construction, alteration, extension, or repair of stormwater facilities;
 - (vi) Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;

- (vii) Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and
- (viii) Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.

(2) **Administering entity.** The City Mayor, or their designee, shall administer the provisions of this Title.

- (3) **Stormwater Management ordinance.** The intended purpose of this ordinance is to safeguard property and public welfare by regulating stormwater drainage and requiring temporary and permanent provisions for its control. It should be used as a planning and engineering tool for permit compliance and to facilitate the necessary control of stormwater.
- (4) **Jurisdiction.** The Stormwater Management Ordinance (Title 21) shall govern all properties within the corporate limits of the City of Portland, Tennessee.
- (5) **Right of Entry.** Designated City staff shall have right-of-entry, at reasonable times, on or upon the property of any person subject to this chapter and access to any permit/document issued hereunder. City staff shall be provided with ready access to all parts of the premises for purposes of inspection, monitoring, sampling, inventory, records examination and copying, and performance of any other duties necessary to determine compliance with this chapter. The City has the right to determine and impose inspection schedules necessary to enforce the provisions of this chapter.

21-102. Definitions.

For the purpose of this Title, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word “shall” is mandatory and not discretionary. The word “may” is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster’s Dictionary.

- (1) “100-Year Flood Event.” See Base Flood.
- (2) “Active Construction Sites” means any site that has a permit for grading or other activities (even if actual construction is not proceeding) and any site where construction is occurring regardless of permits required.
- (3) “Administrative or Civil Penalties” means under the authority provided in Tennessee Code Annotated § 68-221-1106, the City declares that any person violating the provisions of this Title may be assessed a civil penalty by the City of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.
- (4) “Appeal” means a request for a review of the Stormwater Administrator’s interpretation of any provision of these regulations.
- (5) “Aquatic Resource Alteration Permit (ARAP)” physical alterations to properties of the waters of the state require an ARAP or a §401 Water Quality Certification (§401 certification). ARAP means a permit issued pursuant to T.C.A. § 69-3-108 of the Act, which authorizes the alteration of properties of waters of the state that result from activities other than discharges of wastewater through a pipe, ditch, or other conveyance.
- (6) “As Built Plans” means record drawings depicting conditions as they were constructed.

- (7) “Base Flood” means the Flood having a one percent (1%) chance of being equaled or exceeded in any given year. While this statistical event may occur more frequently, it may also be known as the “100-Year Flood Event.”
- (8) “Best Management Practices” (“BMP’s”) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the Discharge of Pollutants to Waters of the State. BMP’s also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
- (9) “Borrow Pit” means an excavation from which erodible material (typically soil) is removed to be fill for another site. There is no processing or separation of erodible material conducted at the site. Given the nature of activity and pollutants present at such excavation, a Borrow Pit is considered a construction activity for the purpose of this permit.
- (10) “Buffer Management Plan” means a written integrated plan outlining the utilitarian, ecological and aesthetic objectives for a specific landscape, and the landscape management practices and products that will be employed.
- (11) “Buffer Zone” means a permanent strip of natural perennial vegetation, adjacent to a stream, river, wetland, pond, or lake that contains dense vegetation made up of grass, shrubs, and/or trees. The purpose of a water quality riparian buffer is to maintain existing water quality by minimizing risk of any potential sediments, nutrients or other pollutants reaching adjacent surface waters and to further prevent negative water quality impacts by providing canopy over adjacent waters.
- (12) “Channel” means a natural or artificial watercourse with a definite bed and banks that conducts flowing water continuously or periodically.
- (13) “City” means the City of Portland, Tennessee.
- (14) “Common Plan of Development or Sale” is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A Common Plan of Development or Sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.
- (15) “Construction Waste” means any trash, debris or waste that may occur on a construction site and be a potential pollutant to the storm sewer system.
- (16) “Contaminant” means any physical, chemical, biological, or radiological substance or matter in water.
- (17) “Control Measure” refers to any Best Management Practice (BMP) or other method used to prevent or reduce the discharge of pollutants to waters of the State.
- (18) “Design Storm Event” means a hypothetical storm event, of a given frequency interval and duration, used in the analysis and design of a Stormwater Management Facility. The estimated design rainfall amounts, for any return period interval (i.e., 2-yr, 5-yr, 25-yr, etc.,) in terms of either 24-hour depths or intensities for any duration, can be found by accessing the following NOAA National Weather Service Atlas 14 data for Tennessee: http://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=tn. Other data sources may be acceptable with prior written approval by TDEC Water Pollution Control. The

Design Storm Events for the City of Portland are: 2-, 5-, 10-, 25- and 100-year, 24-hour, storm events.

- (19) “Detention” means the temporary delay of stormwater runoff prior to discharge into receiving waters.
- (20) “Developer” means any individual, firm, corporation, association, partnership, trust, or authorized agents involved in commencing proceedings to effect development of land for him/her or others.
- (21) “Development” means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials (as defined as materials of like nature stored in whole or in part for more than six months).
- (22) “Discharge” means dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means including any direct or indirect entry of any solid or liquid matter into the MS4.
- (23) “Easement” means an acquired privilege or right of use or enjoyment that a person, party, firm, corporation, city or other legal entity has in the land of another.
- (24) “Engineer” or “Professional Engineer” means an engineer duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of civil engineering.
- (25) “Erosion” means the removal of soil particles by the action of water, wind, ice or other geological agents, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.
- (26) “Erosion Prevention and Sediment Control Plan (EPSCP)” means a written plan (including drawings or other graphic representations) that is designed to minimize the erosion and sediment runoff at a site during construction activities.
- (27) “Existing Construction” means any structure for which the “start of construction” commenced before the effective date of these regulations.
- (28) “Existing Grade” means the slope or elevation of existing ground surface prior to cutting or filling.
- (29) “Fill” means a portion of land surface or area to which soil, rock, or other materials have been or will be added; height above original ground surface after the material has been or will be added.
- (30) “Finished Grade” means the final slope or elevation of the ground surface, after cutting or filling.
- (31) “Flood or Flooding” means water from a river, stream, watercourse, lake, or other body of standing water that temporarily overflows and inundates adjacent lands, and which may affect other lands and activities through increased surface water levels and/or increased groundwater level.
- (32) “Floodplain” means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of the Title, the floodplain is defined as the 100-year floodplain having a one percent (1%) chance of being equaled or exceeded in any given year.
- (33) “Floodway” means that portion of the stream channel and adjacent floodplain required for the passage or conveyance of a 100-year flood discharge. The floodway boundaries are placed to limit encroachment in the floodplain so that a discharge can be conveyed through

the floodplain without materially increasing (less than one (1) foot) the water surface elevation at any point and without producing hazardous velocities or conditions. This is the area of significant depths and velocities, and due consideration should be given to effects of fill, loss of cross-sectional flow area, and resulting increased water surface elevations.

- (34) "Floor" means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.
- (35) "Grading" means any operation or occurrence by which the existing site elevations are changed; or where any ground cover, natural, or man-made, is removed; or any watercourse or body of water, either natural or man-made, is relocated on any site, thereby creating an unprotected area. This includes stripping, cutting, filling, stockpiling, or any combination thereof, and shall apply to the land in its cut or filled condition. Grading activities that disturb 10,000 square feet or more shall only be performed with a Land Disturbance Permit.
- (36) "Green Infrastructure" means the interconnected network of natural areas and other open spaces that conserves natural ecosystem values and functions, sustains clean air and water, and provides environmental and community benefits.
- (37) "Green Infrastructure Practices" means management measures that are designed, built and maintained to infiltrate, help produce evapotranspiration, harvest and/or use rainwater through the use of natural hydrologic features.
- (38) "Greenways" means linear undeveloped areas linking various types of development by such facilities as bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (39) "Illicit Connections" means illegal and/or unauthorized connections to the MS4 whether such connections result in discharges into that system.
- (40) "Illicit Discharge" means any discharge to the MS4 that is not composed entirely of stormwater, except discharges authorized under an NPDES Permit (other than the NPDES Permit for Discharges from the MS4) and discharges resulting from firefighting activities; and not specifically exempted under §21-108(2).
- (41) "Impervious Surface" means a term applied to any ground or structural surface that water cannot penetrate or through which water penetrates with great difficulty.
- (42) "Improved Sinkhole" means a natural surface depression that has been altered to direct fluids into the hole opening. Improved sinkhole is a type of injection well regulated under TDEC's Underground Injection Control (UIC) program. Underground injection constitutes an intentional disposal of waste waters in natural depressions, open fractures, and crevices (such as those commonly associated with weathering of limestone).
- (43) "Inspector" means a Person that has successfully completed (has a valid certification from) the "Fundamentals of Erosion Prevention and Sediment Control Level I" course or equivalent course. An inspector performs and documents the required inspections, paying particular attention to time-sensitive permit requirements such as stabilization and maintenance activities. An inspector may also have the following responsibilities:
 - a. Oversee the requirements of other construction-related permits, such as Aquatic Resources Alteration Permit (ARAP) or Corps of Engineers permit for construction activities in or around Waters of the State;

- b. Update field SWPPP's;
 - c. Conduct pre-construction inspection to verify that undisturbed areas have been properly marked and initial measures have been installed; and
 - d. Inform the permit holder of activities that may be necessary to gain or remain in compliance with the Construction General Permit (CGP) and other environmental permits.
- (44) "Land Disturbance Permit" means a permit issued by the Stormwater Administrator that allows for Land Disturbing Activities within the City of Portland in accordance with this Title. In some instances, additional local, state or federal permitting may also be required.
 - (45) "Land Disturbing Activity" means any activity on property that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land Disturbing Activities include, but are not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, and excavation. Land Disturbing Activities that disturb 10,000 square feet or more shall only be performed with a Land Disturbance Permit.
 - (46) "Landscape Architect" means a Landscape Architect duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of landscape architecture.
 - (47) "Maintenance" means any activity that is necessary to keep a Stormwater Management Facility in good working order to function as designed. Maintenance shall include complete reconstruction of a Stormwater Management Facility if reconstruction is needed to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the Stormwater Management Facility.
 - (48) "Maintenance Agreement" or "Long Term Maintenance Agreement" means a document recorded in the land records that acts as a property deed restriction, and which provides for long-term Maintenance of Stormwater Management practices.
 - (49) "Municipal Separate Storm Sewer System (MS4)" includes the conveyances owned or operated by the City for the collection and transportation of Stormwater, including the roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, man-made channels, and storm drains, and where the context indicates, it means the municipality that owns the separate storm sewer system.
 - (50) "National Pollutant Discharge Elimination System Permit" or a "NPDES Permit" means a permit issued pursuant to 33 U.S.C. 1342.
 - (51) "New Construction" means structures for which the "start of construction" commenced on or after the effective date of these regulations. The term also includes any subsequent improvements to such Structures.
 - (52) "Off-site Facility" means a Structural BMP located outside the subject property boundary described in the permit application for land Development activity.
 - (53) "On-site Facility" means a Structural BMP located within the subject property boundary described in the permit application for land development activity.
 - (54) "Passive Recreation" means recreational activities that require limited physical exertion on behalf of the participant. Examples of passive recreation activities include bird watching, walking or photography.
 - (55) "Peak Flow" means the maximum instantaneous rate of flow of water at a particular point resulting from a storm event.

- (56) “Person” means all persons, natural or artificial, including any individual, firm or association and any municipal or private corporation organized or existing under the laws of this or any other state or country.
- (57) “Permittee” means any person, firm, or any other legal entity to which a grading, building or other related permit is issued in accordance with City of Portland regulations.
- (58) “Pollutant” means anything which causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded and abandoned objects, and accumulations, so that same may cause or contribute to pollution; any harmful floatable, pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, animal waste, fecal coliform and pathogens; dissolved and particulate metals; sediment; and noxious or offensive matter of any kind.
- (59) “**Priority Area**” means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. The following land uses and activities are deemed stormwater hotspots, but that term is not limited to only these land uses:
- a. Vehicle salvage yards and recycling facilities
 - b. Vehicle service and maintenance facilities
 - c. Vehicle and equipment cleaning facilities
 - d. Fleet storage areas (bus, truck, etc.)
 - e. Industrial sites (included on Standard Industrial Classification code list)
 - f. Marinas (service and maintenance)
 - g. Public works storage areas
 - h. Facilities that generate or store hazardous waste materials
 - i. Commercial container nursery
 - j. Restaurants and food service facilities
 - k. Other land uses and activities as designated by an appropriate review authority.
- (60) “Qualified Hydrologic Professional” or “QHP” means a Person who is duly registered, licensed or otherwise authorized by the State of Tennessee to perform hydrologic determinations and is certified as a Tennessee Qualified Hydrologic Professional.
- (61) “Redevelopment” means the alteration of developed land that disturbs and increases the site or building impervious footprint or offers a new opportunity for stormwater controls. Demolition and reconstruction are considered development and not redevelopment. Note: redevelopment is not intended to include such activities as exterior remodeling, which would not be expected to cause adverse stormwater quality impacts.
- (62) “Retention” means the prevention of storm runoff from direct discharge into receiving waters. Examples include systems which discharge through percolation, exfiltration, filtered bleed-down and evaporation processes.
- (63) “Riparian Buffer”. See Buffer Zone.
- (64) “Runoff” means that portion of the precipitation on a drainage area that is discharged from the area into the MS4.
- (65) “Sediment” means solid material, both inorganic and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth’s surface either above or below sea level.

- (66) "Sedimentation" means soil particles suspended in stormwater that can settle in stream beds.
- (67) "Site" means all contiguous land and bodies of water in one ownership, graded, proposed for grading or development as a unit, although not necessarily at one time.
- (68) "Slope" means degree of deviation of a surface from the horizontal, usually expressed in percentage or ratio.
- (69) "Soil" means all unconsolidated mineral and organic material of any origin that overlies bedrock and that can be readily excavated.
- (70) "Soils Report" means a study of soils on a subject property with the primary purpose of characterizing and describing the soils. The soils report shall be prepared by a qualified soils engineer, who shall be directly involved in the soil characterization either by performing the investigation or by directly supervising employees conducting the investigation.
- (71) "Stabilization" means providing adequate measures, vegetative and/or structural, that will prevent erosion from occurring.
- (72) "Stop Work Order" means an order directing the developer and/or permittee responsible for the development to cease and desist all or any portion of the work which violates the provisions of this Title.
- (73) "Stormwater" means stormwater runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration and drainage.
- (74) "Stormwater Administrator" or "Administrator" refers to the person(s) designated by the City Mayor to enforce the stormwater management ordinance.
- (75) "Stormwater Control Measure (SCM)" means permanent practices and measures designed to reduce the discharge of pollutants from new development projects or redevelopment projects.
- (76) "Stormwater Management" means the programs to maintain quality and quantity of Stormwater Runoff to pre-Development levels.
- (77) "Stormwater Management Facilities" means the drainage structures, conduits, ponds, ditches, combined sewers, sewers, and all device appurtenances by means of which stormwater is collected, transported, pumped, treated or disposed of.
- (78) "Stormwater Management Plan" means the set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, BMP's, concepts and techniques intended to maintain or restore quality and quantity of Stormwater Runoff to pre-Development levels.
- (79) "Stormwater Pollution Prevention Plan (SWPPP)" means a written plan that includes site map(s), an identification of construction/contractor activities that could cause Pollutants in the Stormwater, and a description of measures or practices to control these Pollutants. It must be prepared and approved before construction begins. In order to effectively reduce Erosion and Sedimentation impacts, Best Management Practices (BMP's) must be designed, installed, and maintained during Land Disturbing Activities. The SWPPP should be prepared in accordance with the current Tennessee Erosion and Sediment Control Handbook. The handbook is intended for use during the design and construction of projects that require Erosion and Sediment controls to protect Waters of the State. It also aids in the Development of SWPPPs and other reports, plans, or specifications required when participating in Tennessee's water quality regulations. All SWPPP's shall

be prepared and updated in accordance with Section 3 of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities.

- (80) "Stormwater Runoff" means flow on the surface of the ground, resulting from precipitation.
- (81) "Stream" means a surface water that is not a wet weather conveyance (Rules and Regulations of the State of Tennessee, Chapter 0400-40-03). Stream includes lakes, wetlands and other non-linear surface waters. See also "waters of the state."
- (82) "Structural BMP's" means facilities that are constructed to provide control of stormwater runoff.
- (83) "Structure" means anything constructed or erected, the use of which requires a permanent location on or in the ground. Such construction includes but is not limited to objects such as buildings, towers, smokestacks, carports, and walls.
- (84) "Surface Water" includes waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other water courses, lakes and reservoirs.
- (85) "Top of Bank" means the ordinary high-water level and break in slope for a water resource.
- (86) "View Corridors" means areas associated with formal trail systems closer than the required buffer width with an approved Buffer Management Plan.
- (87) "Waste Site" means an area where waste material from a construction site is deposited. When the material is erodible, such as soil, the site must be treated as a construction site.
- (88) "Water Quality Riparian Buffer Zone". See Buffer Zone.
- (89) "Water Quality Treatment Volume (WQTV)" means a portion of the runoff generated from impervious surfaces at a new development or redevelopment project by the design storm.
- (90) "Water Resources" means streams, seeps, springs, wetlands, sinkholes, lakes or channels, as determined by the Stormwater Administrator. It may be necessary to use methodology from Standard Operating Procedures for Hydrologic Determinations (see rules to implement a certification program for Qualified Hydrologic Professionals, TN Rules Chapter 0400-40-17) to identify a community water.
- (91) "Watercourse" means a permanent or intermittent stream or other body of water, either natural or man-made, which gathers or carries surface water.
- (92) "Watershed" means all the land area that contributes runoff to a particular point along a waterway.
- (93) "Waters" or "Waters of the State" means any or all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.
- (94) "Waters with Unavailable Parameters" means any segment of Surface Waters that has been identified by the Tennessee Department of Environment and Conservation (TDEC) as failing to support classified uses. Unavailable parameters exist where water quality is at, or fails to meet, the levels specified in water quality criteria in Rule 0400-40-03-.03, even if caused by natural conditions. In the case of a criterion that is a single response variable or is derived from measurement of multiple response variables, the unavailable parameters shall be the agents causing water quality to be at or failing to meet the levels

specified in criteria. Resources to be used in making this determination include biennial compilations of impaired waters, databases of assessment information, updated GIS coverages (<https://tdeconline.tn.gov/dwr/>), and the results of recent field surveys. GIS coverages of the streams and lakes not meeting water quality standards, plus the biennial list of waters with unavailable parameters, can be found at <https://www.tn.gov/environment/program-areas/wr-water-resources/water-quality/water-quality-reports---publications.html>. Additionally, TDEC periodically compiles a list of such Waters known as the “303(d) List”.

- (95) “Wetland(s)” means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted to life in saturated soil conditions. Wetlands include, but are not limited to, swamps, marshes, bogs, and similar areas.
- (96) “Wet Weather Conveyances” are man-made or natural watercourses, including natural watercourses that have been modified by channelization, that flow only in direct response to precipitation runoff in their immediate locality and whose channels are above the groundwater table and are not suitable for drinking water supplies; and in which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow, there is not sufficient water to support fish or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months. (Rules and Regulations of the State of Tennessee, Chapter 0400-40-3-.04(3)).

21-103. Land Disturbance Permit.

(1) General

The Land Disturbance Permit is designed to track all applicable land disturbance activities and ensure they are monitored for compliant erosion prevention and sediment controls, the absence of illicit discharges leaving the site, and compliance with the City’s TDEC NPDES MS4 General Permit along with any applicable TDEC Construction General Permits, TDEC Aquatic Resources Alteration Permits (ARAP), and any other relevant permits. Tracking of these activities allows inspection, and in cases of non-compliance, enforcement actions to be taken.

(2) Applicability

This section shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, land disturbance applications and grading applications. A Land Disturbance Permit shall be required for any land disturbing activity meeting any of the following requirements:

- (a) Land Disturbance of 10,000 square feet or greater, or less than 10,000 square feet if part of a larger plan of common development or sale.
- (b) Change in elevation of property.
- (c) Any land disturbance that requires coverage under a TDEC Construction General Permit.
- (d) Any land disturbance that requires coverage under a TDEC Aquatic Resources Alteration Permit.
- (e) Any land disturbance requiring a TDEC Underground Injection Well Permit.
- (f) Any new Development or Redevelopment, regardless of size, that is defined by the Stormwater Administrator to be a priority area land use.

- (g) Any land disturbance that the Stormwater Department determines that the discharge of a site is causing, contributing to or likely to contribute to a violation of a state water quality standard.

(3) Exemptions

The following land disturbance activities are exempt from the requirements of obtaining a Land Disturbance Permit:

- (a) Surface mining as is defined in Tennessee Code Annotated Section 59-8-202.
- (b) Such minor land disturbing activities as home gardens and individual home landscaping, home repairs, home additions or modifications, home maintenance work, and other related activities that result in no soil erosion leaving the site. (Erosion Prevention and Sediment Control (ESPC) practices may be enforced through individual building permits.)
- (c) Agriculture practices involving the establishment, cultivation or harvesting of products in the field or orchard, preparing and planting of pastureland, farm ponds, dairy operations, livestock and poultry management practices.
- (d) Any project carried out under the technical supervision of NCRS, TDOT, TDEC, or USACE that is covered under applicable State or Federal construction permits.
- (e) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.

These activities may be undertaken without a Land Disturbance Permit; however, the person conducting these excluded activities shall remain responsible for conducting these activities within accordance with provisions of this Ordinance and other applicable regulations including responsibility for controlling sediment, illicit discharges, and runoff.

(4) Application

Application for the Land Disturbance Permit shall be made to the Administrator by the primary permittee and co-permittee (if applicable). Applications are available from the Stormwater Department on the City's webpage or at City Hall. No land disturbing activities shall take place prior to approval of the Land Disturbance Permit application. Land disturbance permit fees must be paid, and initial erosion and sediment control practices must be in place prior to issuance of the Land Disturbance Permit.

(6) Permit Requirements

The following are conditions of Land Disturbance Permit coverage. Any violation of these conditions will make the permit holder(s) subject to all enforcement actions and penalties outlined in sections 21-109 and 21-110 of this Ordinance.

- (a) Submittal and approval by Stormwater staff of the erosion Prevention and Sediment Control plans.
- (b) Compliance with the site's TDEC Construction General Permit, TDEC ARAP, TDEC Underground Injection Well Permit, FEMA Floodplain Development Permit, and other Federal or State permits where applicable.
- (c) Compliance with approved erosion prevention and sediment control plan and EPSC performance standards.
- (d) Implementation and maintenance of appropriate erosion prevention and sediment control best management practices.

- (e) Construction site operators must control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site to avoid adverse impacts to water quality.

(7) Permit Duration

Each Land Disturbance Permit shall expire and become null and void if one of the following has occurred:

- (a) Six (6) months of no activity on the site.
- (b) Final stabilization of the site per the approved plans.
- (c) Issuance of a TDEC Notice of Termination (NOT). A copy must be provided to the City in order to close out the Land Disturbance Permit.
- (d) Three (3) years from issuance of Permit or if new federal or state regulations exist changing the scope of coverage where a new land disturbance permit is required.
- (e) In the case of public infrastructure, acceptance by the City of Portland Public Works Department.

In cases of expiration of the Land Disturbance Permit, a permit may be re-issued with no additional fee, if the plan and scope of the project submitted on the original Land Disturbance Permit does not change significantly.

(8) Land Disturbance Permit Fee

The Land Disturbance Permit fee shall be paid before permits are issued.

21-104. Stormwater System Design: Construction and Permanent Stormwater Management Performance Standards.

(1) MS4 Stormwater design or BMP manuals.

- (a) Adoption. The city adopts as its MS4 Stormwater design and Best Management Practices (BMP) manuals for stormwater management, construction and permanent, the following publications, which are incorporated by reference in this ordinance as if fully set out herein:
 - (i) TDEC Erosion Prevention and Sediment Control Handbook; most current edition.
 - (ii) Tennessee Permanent Stormwater Management and Design Guidance Manual; most current edition.
 - (iii) A collection of MS4 approved BMP's developed or collected by the MS4 that comply with the goals of the MS4 Permit and/or the CGP, such as the Nashville-Davidson County Metro Stormwater Management Manual (BEST MANAGEMENT PRACTICES (BMP) MANUAL - Volume 4); most current edition.
 - (iv) Requirements for design storm for all waters as well as special conditions for water with unavailable parameters or exceptional Tennessee waters must be consistent with those of the current Tennessee Construction General Permit (TNR100000).
 - (v) The City's adopted manual(s) may be updated and expanded from time to time, at the discretion of the governing body of the City, upon the recommendation of the Stormwater Administrator, based on improvements in engineering, science, monitoring and local maintenance experience, or changes in federal or state law or regulation. Stormwater facilities that are designed, constructed and maintained in accordance with these BMP criteria will be presumed to meet the minimum water quality performance standards.

- (b) The City has adopted, for use in designing Stormwater Control Measures, construction design storm events. The construction design storm events adopted by the City are as follows: 2-, 5-, 10-, 25- and 100-year, 24-hour, storm events.
 - (c) The City has adopted, for use in designing EPSC measures, the design storm requirements from the current Tennessee Construction General Permit for all waters as well as special conditions for waters with unavailable parameters or Exceptional Tennessee Waters.
- (2) Submittal of a copy of the NOC, SWPPP and NOT to the local MS4
- Permittees who discharge Stormwater through an NPDES-permitted Municipal Separate Storm Sewer System (MS4) who are not exempted in section 1.4.5 (Permit Coverage through Qualifying Local Program) of the Construction General Permit (CGP) must provide proof of coverage under the Construction General Permit (CGP); submit a copy of the Stormwater Pollution Prevention Plan (SWPPP); and at project completion, a copy of the signed notice of termination (NOT) to the Stormwater Administrator.
- Copies of additional applicable local, state or federal permits (i.e.: ARAP, etc.) must also be provided upon request. If requested, these permits must be provided before the issuance of any Land Disturbance Permit.
- (3) Stormwater Pollution Prevention Plan (SWPPP) for Construction Stormwater Management:
- The applicant must prepare a Stormwater Pollution Prevention Plan for all construction activities that complies with subsection (5) below. The purpose of this plan is to identify construction/contractor activities that could cause pollutants in the stormwater, and to describe measures or practices to control these pollutants during project construction.
- (4) Stormwater Pollution Prevention Plan requirements. The Erosion Prevention and Sediment Control Plan component of the SWPPP shall accurately describe the potential for soil erosion and sedimentation problems resulting from land disturbing activity and shall explain and illustrate the measures that are to be taken to control these problems. The length and complexity of the plan is to be commensurate with the size of the project, severity of the site condition, and potential for off-site damage. If necessary, the plan shall be phased so that changes to the site during construction that alter drainage patterns or characteristics will be addressed by an appropriate phase of the plan. The plan shall be sealed by a registered professional engineer or landscape architect licensed in the state of Tennessee. The plan shall also conform to the requirements found in the TDEC Construction General Permit manual, and shall include at least the following:
- (a) Project description - Briefly describe the intended project and proposed land disturbing activity including number of units and structures to be constructed and infrastructure required.
 - (b) A topographic map with contour intervals of two (2) feet or less showing present conditions and proposed contours resulting from land disturbing activity.
 - (c) All existing drainage ways, including intermittent and Wet Weather Conveyances and any designated Floodways or Floodplains.
 - (d) A general description of existing land cover. Individual trees and shrubs do not need to be identified.
 - (e) Stands of existing trees as they are to be preserved upon project completion, specifying their general location on the property. Differentiation shall be made between existing trees to be preserved, trees to be removed and proposed planted trees. Tree protection measures must be identified, and the diameter of the area involved must also be identified on the plan and shown to scale. Information shall be supplied concerning the proposed destruction of

exceptional and historic trees in setbacks and buffer strips, where they exist. Complete landscape plans may be submitted separately. The plan must include the sequence of implementation for tree protection measures.

- (f) Approximate limits of proposed clearing, grading, and filling.
- (g) Approximate flows of existing stormwater leaving any portion of the site.
- (h) A general description of existing soil types and characteristics and any anticipated soil erosion and sedimentation problems resulting from existing characteristics.
- (i) Location, size and layout of proposed stormwater and sedimentation control improvements.
- (j) Existing and proposed drainage network.
- (k) Proposed drain tile or waterway sizes.
- (l) Approximate flows leaving the Site after construction and incorporating water runoff mitigation measures. The evaluation must include projected effects on property adjoining the site and on existing drainage facilities and systems. The plan must address the adequacy of outfalls from the development: when water is concentrated, what is the capacity of waterways, if any, accepting stormwater off-site; and what measures, including infiltration, sheeting into buffers, etc., are going to be used to prevent the scouring of waterways and drainage areas off-site, etc.
- (m) The projected sequence of work represented by the grading, drainage and sedimentation and erosion control plans as related to other major items of construction, beginning with the initiation of excavation, and including the construction of any sediment basins or retention/detention facilities or any other Structural BMP's.
- (n) Specific remediation measures to prevent erosion and sedimentation runoff. Plans shall include detailed drawings of all control measures used; stabilization measures including vegetation and non-vegetation measures, both temporary and permanent, will be detailed. Detailed construction notes and a maintenance schedule shall be included for all control measures in the plan.
- (o) Specific details for: the construction of stabilized construction entrance/exits, concrete washouts, and sediment basins for controlling erosion; road access points; eliminating or keeping soil, sediment, and debris on streets and public ways at a level acceptable to the City. Soil, sediment, and debris brought onto streets and public ways must be removed by the end of the workday to the satisfaction of the City.
- (p) Proposed structures: location and identification of any proposed additional buildings, structures, or development on the site.
- (q) A description of on-site measures to be taken to recharge surface water into the ground water system through runoff reduction practices.
- (r) Specific details for construction waste management. Construction site operators shall control waste such as discarded building materials, concrete truck washout, petroleum products and petroleum related products, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality. When the material is erodible, such as soil, the site must be treated as a construction site.
- (5) General design performance criteria for permanent Stormwater Management: the following performance criteria shall be addressed for permanent stormwater management at all development sites that require a land disturbance permit.
 - (a) To comply with the permanent stormwater standards for new development and redevelopment projects, design and install SCMs as established by Tennessee Rule 0400-

40-10-.04 and comply with other requirements of Tennessee Rule 0400-40-10-.04. Note that for design purposes, total suspended solids (TSS) may be used as the indicator for the reduction of pollutants.

- (b) Site design standards for all new and redevelopment require, in combination or alone, management measures that are designed to provide full treatment capacity within 72 hours following the end of the preceding rain event for the life of the new development and redevelopment project.
 - (i) The runoff quantity of the designed control measure can be found in the TDEC Small MS4 General Permit section 4.2.5.2.
 - (ii) Pre-Development infiltrative capacity of soils at the site must be considered in selection of runoff reduction management measures.
 - (iii) Incentive standards. The following types of development or redevelopment shall receive a twenty percent (20%) reduction in the water quality treatment volume for any of the following conditions:
 - (1) Redevelopment (including, but not limited to, brownfield redevelopment);
 - (2) Vertical Density, (Floor to Area Ratio (FAR) of 2 or >18 units per acre); and
 - (3) Incentives submitted to and approved by TDEC.
- (c) Designs shall be based on the 24-hour design storms adopted by the City.
- (d) To protect stream channels from degradation, specific channel protection criteria shall be provided as prescribed in the adopted MS4 BMP manual.
- (e) Stormwater discharges to critical areas with sensitive resources (i.e., cold water fisheries, shellfish beds, swimming beaches, recharge areas, water supply reservoirs) may be subject to additional performance criteria or may need to utilize or restrict certain Stormwater Management practices.
- (f) Stormwater discharges from hotspots may require the application of specific Structural BMP's and pollution prevention practices. In addition, stormwater from a hotspot land use may not be infiltrated.
- (g) Prior to or during the site design process, applicants for Land Disturbance Permits shall consult with the Stormwater Administrator to determine if they are subject to additional stormwater design requirements.
- (6) Permanent Stormwater Management Plan requirements. The Stormwater Management Plan shall include sufficient information to allow the Stormwater Administrator to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the Water Resources, and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. To accomplish this goal the Stormwater Management Plan shall include the following:
 - (a) Topographic base map: Topographic base map of the site which extends a minimum of 100 feet beyond the limits of the proposed development and indicates:
 - (i) Existing surface water drainage including streams, ponds, culverts, ditches, sink holes, wetlands; and the type, size, elevation, etc., of nearest upstream and downstream drainage structures;
 - (ii) Current land use including all existing structures, locations of utilities, roads, and easements;
 - (iii) All other existing significant natural and artificial features;

- (iv) Proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; locations of utilities, roads and easements; the limits of clearing and grading.
- (b) Proposed structural and non-structural BMP's;
- (c) A written description of the site plan and justification of proposed changes in natural conditions may also be required;
- (d) Calculations: Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storm event specified in the MS4 BMP manual. These calculations must show that the proposed Stormwater Management measures are capable of controlling runoff from the site in compliance with this Title and the guidelines of the MS4 BMP manual. Such calculations shall include:
 - (i) A description of the Design Storm Event frequency, duration, and intensity where applicable;
 - (ii) Time of concentration;
 - (iii) Soil curve numbers or runoff coefficients including assumed soil moisture conditions;
 - (iv) Peak runoff rates and total runoff volumes for each watershed area;
 - (v) Infiltration rates, where applicable;
 - (vi) Culvert, stormwater sewer, ditch and/or other stormwater conveyance capacities;
 - (vii) Flow velocities;
 - (viii) Data on the increase in rate and volume of runoff for the Design Storm Event referenced in the MS4 BMP manual; and
 - (ix) Documentation of sources for all computation methods and field test results.
- (e) Soils information: If a Stormwater Management control measure depends on the hydrologic properties of soils (e.g., infiltration basins), then a Soils Report shall be submitted. The Soils Report shall be based on On-site boring logs or soil pit profiles and soil survey reports. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the control measure.
- (7) Maintenance and repair plan: *See Appendix A*. The design and planning of all permanent Stormwater Management Facilities shall include detailed maintenance and repair procedures to ensure their continued performance. These plans will identify the parts or components of a Stormwater Management Facility that need to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.
- (8) Buffers and Buffer Zones: Buffer and Buffer Zones shall be those buffers and Buffer Zones as described in section 21-108 and shall meet the requirements contained in those provisions.

21-105. Permanent Stormwater Management: Operation, Maintenance, and Inspection.

- (1) As Built Plans. All applicants are required to submit As Built Plans for any stormwater structures located on-site within ninety (90) days after final construction is completed. The plan must show the final design specifications for all Stormwater Management Facilities and must be sealed by a registered Professional Engineer and/or Land Surveyor licensed to practice in Tennessee. A sealed certification by the design engineer that all SCMs will function within the design parameters as constructed shall accompany the as-built plans. A final inspection by

the City is required before any performance surety is released. The City shall have the discretion to adopt provisions for a partial pro-rata release of the performance surety on the completion of various stages of development. In addition, occupation permits shall not be granted until corrections to all BMP's have been made and accepted by the City.

(2) Landscaping and Stabilization requirements.

(a) Any area of land from which the natural vegetative cover has been either partially or wholly cleared by development activities shall be stabilized. Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site (or a phase of the project) must be completed not later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. In the following situations, temporary stabilization measures are not required:

(i) where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions, stabilization measures shall be initiated as soon as practicable; or

(ii) where construction activity on a portion of the site has temporarily ceased, and Land Disturbing Activities will be resumed within 14 days.

(b) Permanent stabilization with perennial vegetation (using native herbaceous and woody plants where practicable) or other permanently stable, non-eroding surface shall replace any temporary measures as soon as practicable. Unpacked gravel containing fines (silt and clay sized particles) or crusher runs will not be considered a non-eroding surface.

(c) The following criteria shall apply to revegetation efforts:

(i) Reseeding must be done with an annual or perennial cover crop accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until such time as the cover crop is established over ninety percent (90%) of the seeded area.

(ii) Replanting with native woody and herbaceous vegetation must be accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until the plantings are established and are capable of controlling erosion.

(iii) Any area of revegetation must exhibit survival of a minimum of seventy-five percent (75%) of the cover crop throughout the year immediately following revegetation. Revegetation must be repeated in successive years until the minimum seventy-five percent (75%) survival for one (1) year is achieved.

(iv) In addition to the above requirements, a landscaping plan must be submitted with the final design describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved.

(3) Inspection of Stormwater Management Facilities. Periodic inspections of facilities shall be performed, documented, and reported in accordance with this Title, as detailed in Appendix A.

(4) Records of installation and Maintenance activities. Parties responsible for the operation and maintenance of a Stormwater Management Facility shall make records of the installation of the Stormwater Management Facility, and of all maintenance and repairs to the facility, and

shall retain the records for at least three (3) years. These records shall be made available to the City during inspection of the facility and at other reasonable times upon request.

- (5) Failure to meet or maintain design or Maintenance standards. If a responsible party fails or refuses to meet the design or Maintenance standards required for Stormwater Facilities under this Title, the City, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. If the Stormwater Management Facility becomes a danger to public safety or public health, the City shall notify in writing the party responsible for maintenance of the Stormwater Management Facility. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the facility in an approved manner. In the event that corrective action is not undertaken within that time, the City may take necessary corrective action. The cost of any action by the City under this section shall be charged to the responsible party.

21-106. Permanent Stormwater Management: Existing Locations and Ongoing Developments.

- (1) On-site Stormwater Management Facilities Maintenance Agreement:
- (a) Where the Stormwater Management Facility is located on property that is subject to a development agreement, and the development agreement provides for a permanent Stormwater Maintenance Agreement that runs with the land, the owners of property must execute an inspection and maintenance agreement that shall operate as a deed restriction binding on the current property owners and all subsequent property owners and their lessees and assigns, including but not limited to, homeowner associations or other groups or entities.
 - (b) The Maintenance Agreement shall:
 - (i) Assign responsibility for the maintenance and repair of the Stormwater Management Facility to the owners of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
 - (ii) Provide for a periodic inspection by the property owners for the purpose of documenting maintenance and repair needs and to ensure compliance with the requirements of this ordinance. It shall also grant permission to the City to enter the property at reasonable times and to inspect the stormwater facility to ensure that it is being properly maintained.
 - (iii) Provide that the minimum maintenance and repair needs include but are not limited to the removal of silt, litter and other debris, the cutting of grass, cutting and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and any other Stormwater Facilities. It shall also provide that the property owners shall be responsible for additional maintenance and repair needed to meet the intended design specification of the stormwater facility.
 - (iv) Provide that maintenance needs must be addressed in a timely manner, on a schedule to be determined by the Stormwater Administrator.
 - (v) Provide that if the property is not maintained or repaired within the prescribed schedule, the City shall perform the maintenance and repair at its expense and bill the same to the property owner. The Maintenance Agreement shall also provide that the City's cost of performing the maintenance shall be a lien against the property.
- (2) Existing problem locations – no Maintenance Agreement.

- (a) The Stormwater Administrator shall in writing notify the owners of existing locations and developments of specific drainage, erosion or sediment problems affecting or caused by such locations and developments, and the specific actions required to correct those problems. The notice shall also specify a reasonable time for compliance. Discharges from existing SCM's that have not been maintained and/or inspected in accordance with this ordinance shall be regarded as illicit discharges.
 - (b) Inspection of existing Stormwater Management Facilities. The City may, to the extent authorized by state and federal law, enter and inspect private property for the purpose of determining if there are non-stormwater illicit discharges, and to establish inspection programs to verify that all Stormwater Management Facilities are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of the City's NPDES Stormwater Permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other SCM's.
- (3) Owner/Operator Inspections. The owners and/or operators of the SCMs shall:
- (a) Perform routine inspections to ensure that all SCM's are functioning properly. These inspections shall be conducted on an annual basis, at a minimum. These inspections shall be conducted by a person approved by the Stormwater Administrator that is familiar with control measures implemented at the site. Owners or operators shall maintain documentation of these inspections. Submittal of this documentation is required in an annual report due by July 1st of each year.
 - (b) Perform comprehensive inspection of all stormwater management facilities and practices. These inspections shall be conducted once every five years, at a minimum. Such inspections must be conducted by a licensed professional engineer, a licensed landscape architect, or other qualified professional familiar with applicable SCM design and maintenance requirements. Comprehensive inspection reports must be submitted to the City on July 1st every five years. Complete inspection reports for these five-year inspections shall include:
 - (i) Facility type.
 - (ii) Inspection date.
 - (iii) Latitude and longitude and nearest street address.
 - (iv) SCM owner information (e.g., name, address, phone number, and email).
 - (v) A description of SCM condition including vegetation and soils, inlet and outlet channels and structures, embankments, slopes, safety benches, spillways, weirs, and other control structures, and any sediment and debris accumulation
 - (vi) Photographic documentation of SCMs.
 - (vii) Specific maintenance items or violations that need to be corrected by the SCM owner along with deadlines and reinspection dates.

- (4) Requirements for all existing locations and ongoing Developments. The following requirements shall apply to all locations and development at which land disturbing activities have occurred before the enactment of this ordinance:
- (a) Denuded areas must be vegetated or covered under the standards and guidelines specified in the adopted BMP Manual and on a schedule acceptable to the City.
 - (b) Cuts and Slopes must be properly covered with appropriate vegetation and/or retaining walls constructed.
 - (c) Drainage ways shall be properly stabilized.
 - (d) Trash, junk, rubbish, etc. shall be cleared from drainage ways.
 - (e) Stormwater runoff shall, at the discretion of the Stormwater Administrator, be controlled to the maximum extent practicable to prevent its pollution. Such control measures may include, but are not limited to, the following:
 - (i) Ponds
 - (1) Detention pond
 - (2) Extended detention pond
 - (3) Wet pond
 - (4) Alternative storage measures
 - (ii) Constructed Wetlands
 - (iii) Infiltration systems
 - (1) Infiltration/percolation trench
 - (2) Infiltration basin
 - (3) Drainage (recharge) well
 - (4) Porous pavement
 - (iv) Filtering systems
 - (1) Catch basin inserts/media filter
 - (2) Sand filter
 - (3) Filter/absorption bed
 - (4) Filter and buffer strips
 - (v) Open Channel
 - (1) Swale
- (5) Corrections of problems subject to appeal. Corrective measures imposed by the Stormwater Administrator under this section are subject to appeal under section 21-111 of this Title.

21-107. Water Quality Riparian Buffer Zone Requirements

- (1) A riparian buffer shall be applied to all water resources located in, or adjacent to, new construction, development, or redevelopment that require a land disturbance permit. The goal of the Water Quality Riparian Buffer is to preserve undisturbed vegetation that is native to the streamside habitat around the project. The water quality riparian buffer zone is required to protect waters of the state located within or immediately adjacent to the boundaries of the project, as identified using methodology from standard operating procedures for hydrologic determinations (see rules to implement a certification program for qualified hydrologic professionals, Tennessee Rules chapter 0400-40-17). Buffer zones are not primary sediment control measures and should not be relied on as such. Rehabilitation and enhancement of a natural buffer zone is allowed, if necessary, for improvement of its effectiveness of protection of the waters of the state. Vegetated, preferably native, Water Quality Buffers protect water bodies by providing structural integrity and canopy cover, as well as Stormwater infiltration, filtration and evapotranspiration.

- (2) Stormwater discharges should enter water quality riparian buffers as sheet flow, not concentrated flow, as site conditions allow.
- (3) A determination that Water Quality Buffer widths cannot be met on-site may not be based solely on the difficulty or cost of implementing measures, but must include multiple criteria, such as: type of project, existing land use and physical conditions that preclude use of these practices. Every attempt should be made for development and redevelopment activities not to take place within the buffer zone.

(a) “Construction” or “temporary” applies to all streams adjacent to construction sites that require a land disturbance permit. The riparian buffer zone should be preserved between the top of stream bank and the disturbed construction area. Buffers shall be clearly marked on site development plans, grading permit applications, and/or concept plans. Refer to the table below for construction buffer zone requirements.

Construction Water Quality Buffer Requirements			
Receiving Feature	Average buffer width (feet)	Minimum buffer width (feet)	Notes*
Waters with available parameters for siltation or unassessed waters	30	15	The criteria for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of buffer zone is more than the required minimum width at any measured location. If the new development or redevelopment site encompasses both sides of a stream, buffer averaging can be applied to both sides, but must be applied independently.
Exceptional Tennessee Waters or waters with unavailable parameters for siltation	60	30	
*The Administrator may approve variances from the water quality buffer requirements set forth in this chapter.			

(b) “Permanent” new development and significant redevelopment sites are required to preserve Water Quality Buffers along waters within the MS4. Buffers shall be clearly marked on site development plans, land disturbance permit applications, and/or concept plans. Refer to the table below for permanent buffer zone requirements.

Permanent Water Quality Buffer Requirements			
Receiving Feature	Average buffer width (feet)	Minimum buffer width (feet)	Notes*

Waters with available parameters for siltation or habitat alteration or unassessed waters	30	15	The criteria for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of buffer zone is more than the required minimum width at any measured location. If the new development or redevelopment site encompasses both sides of a stream, buffer averaging can be applied to both sides, but must be applied independently.
Exceptional Tennessee Waters or waters with unavailable parameters for siltation or habitat alteration	60	30	

*The Administrator may approve variances from the water quality buffer requirements set forth in this chapter.

- (4) Water quality riparian buffer widths are measured from the top of bank, also referred to as the “ordinary high-water mark.”
- (5) The following list includes the allowable uses within the Buffer Zone. The Stormwater Administrator shall approve the specific requirements of a plan proposing the installation of any feature or construction within the Buffer Zone. For any such work, a Buffer Management Plan shall be submitted to the Stormwater Administrator prior to the issuance of a land disturbance permit.
 - (a) Utility crossings
 - (b) Passive recreation, pervious footpaths, and boardwalks to approach the Water Resource as approved by the Stormwater Administrator.
 - (c) Biking or hiking paths and greenways, but no closer than 30 feet at any measured location. View corridors shall be allowed along greenways as approved by the Stormwater Administrator. Paths and greenways shall be designed to prevent the channelization of stormwater runoff and should be constructed of pervious and/or permeable materials. There shall be no other permanent structures except for paths.
 - (d) Stabilization practices to prevent channelization and erosion in the Buffer Zone from stormwater runoff adjacent to the water resource.
 - (e) Landscaping allows for climax successional vegetation through the removal of invasive exotic plants and the establishment of native vegetation, and/or other practices that restore the ecological integrity of the Riparian Buffer.
 - (f) Removal of individual trees within the Buffer Zone which are in danger of falling, causing damage to dwellings or other structures, or causing blockage of the water resource.

- (g) Cut and fill for floodplain compensations as approved by the City Floodplain Administrator.
- (6) Requests to reduce the Riparian Buffer width, perform clearing activities or install crossings within the Riparian Buffer shall be approved by the Stormwater Administrator.
 - (a) The Riparian Buffer width may be reduced in conjunction with targeted restoration plans that make comparable improvements to both the ecological integrity within the Buffer Zone and water quality of the water resource. Reduction of the Riparian Buffer width shall be approved on a case-by-case basis. Restoration plans must be submitted along with a Buffer Management Plan to the Stormwater Administrator for approval.
 - (b) Riparian Buffer crossings should be limited as much as possible. Utilities shall be located under pavement where possible to limit the width of the crossing. Riparian Buffer crossings shall be submitted along with a Buffer Management Plan to the Stormwater Administrator for approval.
 - (i) Utilities may be allowed in the Riparian Buffer, but not closer than 30 feet to the top of bank except for crossings.
 - (ii) The Stormwater Administrator may approve new driveways or road crossings through or across Riparian Buffer Zones on a case-by-case basis. It shall be demonstrated that access across the buffer is necessary and that the buffer will not be impacted excessively. In these cases, the driveway or road crossing shall be constructed perpendicular, or as close to perpendicular as possible to the Water Resource and/or Riparian Buffer with careful detail to protecting trees and vegetation and minimizing site grades. Other federal, state and/or local permits may still be required.
- (7) For any proposed development and/or construction activity within or adjacent to a Riparian Buffer, the following shall be required.
 - (a) The parameters of the Riparian Buffer shall be delineated by the applicant and boundaries shall be clearly indicated and labeled on all plats, plans, permits and official maps.
 - (b) Include a note on plans to reference protective covenants governing all Riparian Buffer areas, labeled as: "Any Riparian Buffer is subject to protective covenants recorded in the Register of Deeds (Sumner or Robertson County). Disturbance and use of these areas is restricted; severe penalties apply."
 - (c) Riparian Buffers shall be protected during construction activities by a combination of fencing and flagging to prevent entry of construction equipment, storage and stockpiling. Buffer boundaries shall be marked with signs that persist before, during and after construction activities.
 - (d) Permanent boundary markers shall be installed prior to the completion of the development activities. Signage shall be posted at the edge of the Riparian Buffer on each lot line, and at a maximum spacing of 200 feet. Properties with a large amount of Riparian Buffer frontage may request a reduction in spacing requirements, subject to approval by the Stormwater Administrator. The size of the sign shall be six inches by four inches or greater and shall contain the message, "Water Resource protected. Violators subject to severe penalties" or other language as approved by the Stormwater Administrator.
 - (e) All Riparian Buffers shall be placed in open space lots to be maintained according to Section 21-106.

- (8) Riparian Buffers shall be actively managed with periodic buffer surveys. Violators shall be served with Civil Penalties according to section 21-110(2) of this Title and shall be required, at their own expense, to revegetate, according to an approved Buffer Management Plan, and maintain the section of the Riparian Buffer encroached upon, using only native vegetation. Equivalent native plants and trees that were removed shall be replaced on a tree per tree basis or as approved by the Stormwater Administrator. Specimen trees shall be replaced as required by the City's Zoning Ordinance.

21-108. Illicit Discharges.

- (1) Scope. This section shall apply to all water generated on developed or undeveloped land entering the City's separate storm sewer system.
- (2) Prohibition of Illicit Discharges. No person shall introduce or cause to be introduced into the MS4 any discharge that is not composed entirely of stormwater or any discharge that flows from a Stormwater Management Facility that is not inspected in accordance with this Title shall be an illicit discharge. Non-stormwater discharges shall include, but shall not be limited to, sanitary wastewater, car wash wastewater, radiator flushing disposal, spills from roadway accidents, carpet cleaning wastewater, effluent from septic tanks, improper oil disposal, laundry wastewater/gray water, improper disposal of auto and household toxics. The commencement, conduct or continuance of any non-stormwater discharge to the MS4 is prohibited except as described as follows:
- (a) Uncontaminated discharges from the following sources:
- (i) Water line flushing or other potable water sources;
 - (ii) Landscape irrigation or lawn watering with potable water;
 - (iii) Diverted stream flows;
 - (iv) Rising ground water;
 - (v) Groundwater infiltration to storm drains;
 - (vi) Pumped groundwater;
 - (vii) Foundation drains;
 - (viii) Crawl space pumps;
 - (ix) Air conditioning condensation;
 - (x) Springs;
 - (xi) Natural riparian habitat or Wetland flows;
 - (xii) Swimming pools (if dechlorinated - typically less than one PPM chlorine or desalinated for salt water pools);
 - (xiii) Firefighting activities;
 - (xiv) Individual residential car washing;
 - (xv) Discharges within the constraints of an NPDES permit from the Tennessee Department of Environment and Conservation (TDEC).
- (b) Discharges specified in writing by the City as being necessary to protect public health and safety.
- (c) Dye testing is an allowable discharge if the City has so specified in writing.
- (d) Discharges that comply with section 1.2.3 of the Tennessee Construction General Permit (CGP).
- (3) Prohibition of Illicit Connections. The construction, use, maintenance, or continued existence of illicit connections to the MS4 is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was

permissible under law or practices applicable or prevailing at the time of connection. This prohibition expressly includes SCM's connected to the system not properly inspected and maintained in accordance with this ordinance.

- (4) Reduction of Stormwater Pollutants by the use of Best Management Practices. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the BMP's necessary to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES Permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section. Discharges from existing SCMs that have not been maintained and/or inspected in accordance with this ordinance shall be prohibited.
- (5) Notification of spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into the MS4, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the City in person or by telephone or email, no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the City within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.
- (6) No illegal dumping allowed. No Person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the City.

21-109. Enforcement.

- (1) Enforcement authority. The Stormwater Administrator shall have the authority to issue notices of violation and citations, and to impose civil penalties to anyone that violates this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the City. As set forth in the Enforcement Response Plan (ERP), the City enforcement authority includes:
 - a. Verbal Warnings. At minimum, verbal warnings must specify the nature of the violation and required corrective action.
 - b. Written Notices. Written notices must stipulate the nature of the violation and the required corrective action, with deadlines for taking such action.
 - c. Citations with Administrative Penalties. The City has the authority to assess monetary penalties, which may include civil and administrative penalties.
 - d. Stop Work Orders. Stop work orders that require construction activities to be halted, except for those activities directed at cleaning up, abating discharge, and installing appropriate control measures.

- e. Withholding of Plan Approvals or Other Authorizations. Where a facility is in noncompliance, the City's own approval process affecting the facility's ability to discharge to the MS4 can be used to abate the violation.
- f. Additional Measures. The City may also use other escalated measures provided under local legal authorities. The City may perform work necessary to improve erosion control measures and collect the funds from the responsible party in an appropriate manner, such as collecting against the project's bond or directly billing the responsible party to pay for work and materials.

(2) Notification of violation.

- (a) Verbal warning. Verbal warnings may be given when it appears the condition can be corrected by the violator within a reasonable time. Verbal warnings are documented by the City.
- (b) Written notice. Whenever the Stormwater Administrator finds that any permittee or any other person discharging stormwater has violated or is violating this ordinance or a permit or order issued hereunder, the Stormwater Administrator may serve upon such person written notice of the violation. All written notices will be documented and delivered by electronic mail, personal service or certified mail to the person that has violated or is violating this Title. Within ten (10) days of this notice or shorter period as may be prescribed in the notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the Stormwater Administrator. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.
- (c) Cease and desist and Stop Work Orders. When the Stormwater Administrator finds that any Person has violated or continues to violate this Title or any Permit or order issued hereunder, the Stormwater Administrator may issue a Stop Work Order or an order to cease and desist all such violations and direct those persons in noncompliance to:
 - (i) Comply forthwith; or
 - (ii) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation; including halting operations except for terminating the discharge and installing appropriate control measures.
- (d) Suspension, revocation or modification of permit. The Stormwater Administrator may suspend, revoke or modify the permit authorizing the land development project or any other project of the applicant or other responsible person within the City. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the Stormwater Administrator may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (e) Consent orders. The Stormwater Administrator is empowered to enter consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within a time

period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to paragraphs (d) and (e) below.

- (f) **Show cause hearing.** The Stormwater Administrator may order any person who violates this Title or Permit, or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served to the person specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing.
- (g) **Compliance order.** When the Stormwater Administrator finds that any person has violated or continues to violate this Title or a Permit or order issued thereunder, he may issue an order to the violator directing that, following a specific time period, adequate stormwater structures or devices be installed and/or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate stormwater structures, installation of devices, self-monitoring, and management practices.

Whenever there is a conflict between any standard contained in this Title and in the BMP manual adopted by the City under this ordinance, the strictest standard shall prevail.

21-110. Penalties.

- (1) **Violations.** Any Person who shall commit any act declared unlawful under this Title, who violates any provision of this Title, who violates the provisions of any permit issued pursuant to this Title, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the Stormwater Administrator, shall be guilty of a civil offense.
- (2) **Penalties.** Under the authority provided in Tennessee Code Annotated § 68-221-1106, the City declares that any person violating the provisions of this Title may be assessed as a civil penalty by the Stormwater Administrator of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.
- (3) **Measuring Civil Penalties.** In assessing a civil penalty, the Stormwater Administrator may consider:
 - (a) The harm done to the public health or the environment;
 - (b) The duration and gravity of the violation;
 - (c) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
 - (d) The economic benefit gained by the violator;
 - (e) The amount of effort put forth by the violator to remedy this violation;
 - (f) Whether the violation was committed intentionally;
 - (g) The prior record of the violator in complying or failing to comply with the Stormwater Management Program;
 - (h) Any unusual or extraordinary enforcement costs incurred by the City;

- (i) The amount of penalty established by ordinance or resolution for specific categories of violations; and
- (j) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.
- (4) Recovery of damages and costs. In addition to the civil penalty in subsection (2) above, the City may recover:
 - (a) All damages proximately caused by the violator to the City, which may include any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this Title, or any other actual damages caused by the violation.
 - (b) The costs of the City's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this Title.
- (5) Referral to TDEC. In accordance with the City's Enforcement Response Plan and the NPDES Permit requirements, the City may also notify TDEC of violations.
- (6) Other remedies. The City may bring legal action to enjoin the continuing violation of this Title, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.
- (7) Remedies cumulative. The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

21-111. Appeals.

Pursuant to Tennessee Code Annotated § 68-221-1106(d), any person aggrieved by the imposition of a civil penalty or damage assessment as provided by this Title may appeal said penalty or damage assessment to the City's Board of Mayor and Aldermen.

- (1) Appeals to be in writing. The appeal shall be in writing and filed with the municipal recorder or clerk within fifteen (15) days after the civil penalty and/or damage assessment is served in any manner authorized by law.
- (2) Appeal Fee. Any Person who chooses to file an appeal will be required to pay a nonrefundable \$100 appeal fee, which is due upon submittal of the appeal.
- (3) Public hearing. Upon receipt of an Appeal, the City's governing body shall hold a public hearing within forty-five (45) days. Ten (10) days prior notice of the time, date, and location of said hearing shall be published in a daily newspaper of general circulation and on the City's website. Ten (10) days' notice by registered mail shall also be provided to the aggrieved party, such notice to be sent to the address provided by the aggrieved party at the time of appeal. The decision of the governing body of the City shall be final.
- (4) Appealing decisions of the City's governing body. Any alleged violator may appeal a decision of the City's governing body pursuant to the provisions of Tennessee Code Annotated, title 27, chapter 8.

APPENDIX A

INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES

Prepared by: City of Portland Stormwater Department * 100 South Russell St. * Portland, TN 37148
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THIS AGREEMENT, made this ____ day of _____, 20____ by and between _____, hereafter referred to as the "OWNER(S)" of the following property: _____, Map _____ Parcel _____, Portland, TN 37148, and the City of Portland, Tennessee hereafter referred to as the "City". Land disturbance permit number: _____.

WHEREAS the City is required by Federal and State surface water quality regulations and its National Pollutant Discharge Elimination System (NPDES) permit to prevent surface water quality degradation from development or redevelopment activities within its jurisdiction, and the City has adopted surface water quality regulations as required and such regulations are contained in the Stormwater Management chapter of the City's Stormwater ordinance; and

WHEREAS the Owner owns the Property identified above and has or will construct certain Stormwater management facilities on the Property and has developed a Stormwater Maintenance Plan (SWMP), as may be amended from time-to-time (the "Plan") for the maintenance of those facilities, which the City has reviewed and approved, and a copy of which will be maintained by the Owner. A drawing showing the general area of the facilities covered by the Plan is attached to this Agreement for ease of identification.

THEREFORE, in consideration of the benefits received by the Owner as a result of the approval by the City of the Plan, the Owner does hereby covenant and agree with the City as follows:

WITNESSETH:

I/WE, the OWNER(S) with full authority to execute deeds, mortgages, other covenants, all rights, titles and interests in the property described above:

1. The OWNER(S) covenant and agree with the City that they shall provide for adequate long-term maintenance and continuation of Stormwater control measures to ensure that all the Stormwater facilities are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventive maintenance activities at intervals described in the **Post Construction Long-Term Water Quality Maintenance Plan** attached hereto along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the City an annual report by July 1st of each year. The report will include the Long-Term Maintenance Plan that documents inspection schedules, times of inspections, remedial actions taken to repair, modify or reconstruct the system and the state of control measures.
3. The OWNER(S) shall grant to the City or its agent or contractor the right of entry at a reasonable time and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the facility.

4. The OWNER(S) shall grant to the City the necessary easements and rights-of-way and maintain perpetual access from the public rights-of-way to the facility for the City or its agent and/or contractor in accordance with the Stormwater Management Ordinance. The OWNER(S) agree that should maintenance not be properly performed, after due notice, the City may order the work performed. The OWNER(S) shall reimburse the City, upon immediate demand, the costs incurred, and any enforcement action costs according to the Stormwater Management Ordinance. Provided, however, that the City shall in no event be deemed obligated to maintain or repair the Stormwater management facilities and nothing in this Agreement shall ever be construed to impose or create any such obligation to the City.
5. The OWNER(S) shall indemnify and hold the City harmless from all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
6. This AGREEMENT and covenants contained herein shall apply to and bind the OWNER(S) and the OWNERS(S) heirs, executors, successors, and assigns and shall bind all present and subsequent owners of the property served by the facility.
7. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without the City's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns.
8. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
9. If it is later determined that the City's NPDES permit clearly directs Owners or the City to manage stormwater treatment systems differently than specified in the Plan, the direction of the NPDES permit shall override the provisions of the Plan.
10. The Owner shall have a Tennessee-licensed engineer, surveyor, or landscape architect to inspect the facilities and certify to the City via a written report that the constructed facilities conform and purport substantially to the approved Plan. If the constructed condition of the facility or its performance varies significantly from the approved Plan, appropriately revised calculations shall be provided to the City and the Plan shall be amended accordingly. This report shall be completed, at a minimum, once within a five-year period, or as required by the City, or TDEC, and submitted to the City's Stormwater department.
11. **The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds in the county of _____, Tennessee.**

FOR THE OWNER(S):

Company Name

Signature

Title

Printed Name

Phone Number

STATE OF TENNESSEE

COUNTY OF _____

Before me, the undersigned Notary Public of the State and county mentioned, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledges themselves to be the officer authorized to execute this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) heretofore named and executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in, this _____ day of _____, 20_____.

Notary Public

My Commission Expires

CITY OF PORTLAND STORMWATER DEPARTMENT
100 SOUTH RUSSELL STREET
PORTLAND, TN 37148

REVIEWED BY:

Signature

Title

Printed Name

Phone Number

STATE OF TENNESSEE
COUNTY OF _____

Before me, the undersigned Notary Public of the State and county mentioned, personally appeared with _____, whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledges themselves to be a Stormwater Management Coordinator for the City of Portland, Tennessee and that as such Stormwater Management Coordinator, being authorized to do so, executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) for the purposes therein contained.

Witness my hand and official seal at office in, this _____ day of _____, 20_____.

Notary Public

My Commission Expires

CHAPTER 2

STORMWATER UTILITY

SECTION

- 21-201. General Provisions.
- 21-202. Definitions.
- 21-203. Funding of Storm Water Utility.
- 21-204. Storm Water Utility Management Fund.
- 21-205. Operating Budget.
- 21-206. Storm Water User Fee
- 21-207. Equivalent Residential Unit (ERU).
- 21-208. Property Classification for Storm Water User Fees.
- 21-209. Base Rate.
- 21-210. Property Owners to Pay Charges.
- 21-211. Billing Procedures and Penalties for Late Payment.
- 21-212. Appeal of Fees.
- 21-213. Storm Water User Fee Credit Policy.

21-201. General Provisions.

(1) Introduction.

(d) This Title is to:

- i. Be known as the “Stormwater User Fee” for the City of Portland, Tennessee;
- ii. Enable the City to comply with the National Pollution Discharge Elimination System Permit (NPDES) and applicable regulations, 40 CFR 122.26 for Stormwater Discharges;

(e) The City of Portland finds, determines, and declares that the stormwater system, which provides for the collection, treatment, storage and disposal of stormwater, provides benefits and services to all property within the incorporated City of Portland limits. Such benefits include, but are not limited to: the provision of adequate systems of collection, conveyance, detention, retention, treatment and release of storm water, the reductions of hazards to property and life resulting from storm water runoff, improvements in general health and welfare through reduction of undesirable storm water conditions, and improvements to water quality in the stormwater and surface water system and its receiving waters of the state all of which are managed by the Stormwater Administrator as part of the Municipal Separate Storm Sewer System (MS4) Program.

(f) The objective of this ordinance is to promote the public health, safety and general welfare of the City of Portland, Tennessee (“City”) and its citizens in compliance with the Federal Clean Water Act, 33 U.S.C. 1251 et seq., and Tennessee Code Annotated, § 68-221-1101 et seq. which require municipalities to implement stormwater management programs, within prescribed time frames, to regulate stormwater discharges to protect water quality; establish adequate systems of collection, conveyance, detention, treatment and release of stormwater; reduce

hazards of property and life resulting from stormwater runoff; and enable municipalities to fix and require payment of fees for the privilege of discharging stormwater. The City finds that a stormwater management system which provides for the treatment of stormwater is of benefit and provides services to all property within the city.

- (g) It is further determined and declared that charges shall be established for each developed parcel of developed property located within the municipal limits of the City as provided hereinafter to provide for dedicated funding sources for the administration of stormwater management programs and/or stormwater systems of the city. The proceeds of charges so derived shall be used for the purposes of planning, operation, maintenance, repair, replacement and debt service of the city's stormwater management programs and system necessary to protect the health, safety, and welfare of the public.

(2) Purpose. The Stormwater Utility's purpose is to:

- a. Administer and enforce the City of Portland's Stormwater Management Ordinance;
- b. Administer, plan, and implement stormwater projects to protect, maintain, and enhance the environment of the City of Portland;
- c. Implement activities necessary to maintain compliance with the City's MS4 National Pollutant Discharge Elimination System (NPDES) Permit and applicable regulations, 40 CFR Section 122.26 for storm water discharges;
- d. Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, civil penalties, and other revenues of the utility; and,
- e. Advise the Board of Mayor and Alderman and other City of Portland departments on matters relating to the utility.

(3) Administering entity. The Storm Water Utility shall be a part of the City of Portland Public Works Department. The Stormwater Utility, under the immediate direction and supervision of the City Mayor, or their designee, shall administer the provisions of this Stormwater Utility Ordinance.

(4) Jurisdiction. The Stormwater Utility Ordinance shall govern all properties within the incorporated limits of the City of Portland, Tennessee.

21-202. Definitions.

For the purpose of this Title, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

- (1) "Agricultural property" means property which is zoned agricultural and/or property which yields an annual minimum, or in which the annual minimum has been met in two of the last five years, of \$1,000.00 of agricultural products produced and/or sold from the operation of the property. Agricultural production shall include agricultural, forest, and/or livestock production as defined by the United States Department of Agriculture, Natural Resources Conservation Service, and Environmental Quality Incentive Program. Proof of agricultural producer status may include IRS from 1040 Schedule F or other accounting records certified by a tax preparer.

- (2) “Appeal” means a request for a review of the Stormwater Administrator’s interpretation of any provision of these regulations.
- (3) “Base rate” means the storm water user fee for a detached single family residential property in the City of Portland.
- (4) “Best Management Practices” or “BMPs” means the physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, that have been approved by the City of Portland, and that have been incorporated by reference into the Storm Water Management Ordinance as if fully set out therein.
- (5) “Board of Mayor and Alderman” means the Governing Body for the City of Portland.
- (6) “CII” refers to developed commercial, industrial, and institutional properties within the incorporated limits of the City of Portland, TN.
- (7) “City” means the City of Portland, Tennessee.
- (8) “Construction” Means the erection, building, acquisition, alteration, reconstruction, improvement, or extension of storm water facilities; preliminary planning to determine the economic and engineering feasibility of storm water facilities; the engineering, architectural, legal, fiscal, and economic investigations and studies, surveys, designs, plans, working drawings, specifications, procedures, and other actions necessary in the construction of storm water facilities; and the inspection and supervision of the construction of storm water facilities.
- (9) “Deficient property” means developed property that does not have adequate stormwater facilities as required in the latest edition of the City of Portland minimum drainage requirements for development.
- (10) “Developed Property” means developed property which has been altered from its natural state by the creation or addition of buildings, structures, pavement or other impervious surfaces, or by the alteration of the property that results in a meaningful change in the hydrology of the property.
- (11) “Equivalent Residential Unit (ERU)” shall be used as the basis for determining stormwater service charges to all properties within the City. An ERU is the standard value for which non-residential properties are compared to the average residential property. One ERU is based upon the average residential property area.
- (12) “Exempt property” means all public rights-of-way, public streets and public roads, public alleys, public sidewalks and public greenways, public drainage facilities, privately owned residential streets, property that does not discharge stormwater runoff to the stormwater or flood control facilities and railroad right-of-way properties within the City of Portland. For purposes of this definition, “public” shall mean that which is maintained by or is or is to be dedicated to the City of Portland and/or the State of Tennessee or the government of the United States.
- (13) “Fee or Stormwater User Fee” means the charge established by ordinance and levied on owners or users of parcels or pieces of developed property to fund the cost of Stormwater Management and of operating, maintaining, and improving the Stormwater system in the City.
- (14) “Fiscal year”. July 1 of a calendar year to June 30 of the next calendar year, both inclusive.
- (15) “Impervious surface” means a surface which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled,

graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.

- (16) "Impervious surface area" means the number of square feet of horizontal surface covered by buildings, and other impervious surfaces. All building measurements shall be made between exterior limits of the structure, foundations, columns or other means of support or enclosure.
- (17) "Multi-family Residential Property" means a building containing three (3) or more dwelling units. The term includes cooperative apartments, condominiums, and the like.
- (18) "Other Developed Property" means all Developed Property located within the municipal limits of the city other than (i) Residential Property; (ii) Exempt Property; (iii) Vacant Property and (iv) Park Lands/Cemetery. Other Developed Property shall include commercial properties, industrial properties, apartments, parking lots, hospitals, schools, recreational and cultural facilities, industrial properties, hotels, offices, churches, federal, state and local government properties and multi-use properties. Such property shall also include single family dwellings which are attached to or otherwise a part of a building housing a commercial enterprise. Any single-family residential structure which contains more than two attached dwelling units is specifically included in this definition.
- (19) "Park Land"/ "Cemetery" means all developed property owned by federal, state and/or local governments that has been designated by such governmental entity for use as a public park or cemetery.
- (20) "Person" means any and all persons, natural or artificial, including any individual, firm or association, and any municipal or private corporation organized or existing under the laws of this or any other state or country.
- (21) "Property owner" means the property owner of record as listed in the City's and/or county's tax assessment roll. A property owner includes any individual, corporation, firm, partnership, or group of individuals acting as a unit, and any trustee, receiver, or personal representative.
- (22) "Runoff Coefficient" is a term used to describe the percentage of precipitation that leaves a particular site as runoff. Runoff is precipitation that does not soak or absorb into the soil surface and is greatly impacted by the amount of impervious surface that exists on a particular site. The Runoff Coefficient relates the amount of impervious surface to the intensity of development.
- (23) "Single family residential property" refers to a building containing only one dwelling unit located upon one zone lot, the term is general, including such specialized forms as one-family detached, one-family semi-detached, and one-family attached. For regulatory purposes, the term is not to be construed to include travel trailers, self-propelled motor homes, tents, or other forms of portable or temporary housing.
- (24) "Stormwater" or "Storm Water" refers to Stormwater runoff, snow melt runoff, surface runoff, infiltration, and drainage.
- (25) "Stormwater Administrator" refers to the person(s) designated by the City Mayor to enforce the stormwater management ordinance.
- (26) "Stormwater Appeal Board" means the City of Portland' Board of Mayor and Aldermen.
- (27) "Stormwater management" means the planning, design, construction, regulation, improvement, repair, maintenance, and operation of facilities and programs relating to water, flood plains, flood control, grading, erosion, tree conservation, and sediment control.

- (28) “Stormwater Management Fund” or “Fund” means the fund created by this ordinance to operate, maintain, and improve the City’s stormwater management system.
- (29) “Stormwater system” or “System” means all stormwater facilities, stormwater drainage systems and flood protection systems of the city and all improvements thereto which operate to, among other things, control discharges and flows necessitated by rainfall events; and incorporate methods to collect, convey, store, absorb, inhibit, treat, prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system.
- (30) “Stormwater user fee” or “Fee” refers to the utility service fee established under this ordinance and levied on owners or users of parcels or pieces of developed property to fund the costs of storm water management and of operating, maintaining, and improving the storm water system in the City of Portland. The storm water user fee is in addition to other fees that the City of Portland has the right to charge under any other rule or regulation of the City of Portland.
- (31) “Stormwater Utility” means a management structure that is responsible solely and specifically for the stormwater management program and system.
- (32) “Surface water” means water upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other watercourses, lakes, ponds, wetlands, marshes and sinkholes.
- (33) “Undeveloped Property” shall mean property that is in its natural state and has not been developed; does not have impervious surfaces on it.
- (34) “User” refers to the owner or customer of record of property subject to the storm water user fee imposed by this ordinance.
- (35) “Vacant/undeveloped property” means property on which there is no structure for which a certificate of occupancy has been issued.

21-203. Funding of Stormwater Utility.

- (1) Funding for the stormwater utility’s activities may include, but not be limited to, the following:
 - (a) Stormwater user’s fees.
 - (b) Civil penalties and damage assessments imposed for or arising from the violation of the city’s stormwater management ordinance.
 - (c) Stormwater permit and inspection fees.
 - (d) Other funds or income obtained from federal, state, local, and private grants, or revolving funds, and from the Local Government Public Obligations Act of 1986 (Tennessee Code Annotated, title 9, chapter 21).
- (2) To the extent that the stormwater drainage fees collected are insufficient to construct needed stormwater drainage facilities, the cost of the same may be paid from such city funds as may be determined by the Board of Mayor and Alderman.

21-204. Stormwater Utility Management Fund.

- (1) All revenues generated by or on behalf of the Stormwater Utility shall be deposited in a Stormwater Utility Management Fund and used exclusively to fulfill the purposes of the Stormwater Utility.

21-205. Operating Budget.

- (1) The Board of Mayor and Alderman shall adopt, based on a recommendation from the Stormwater Administrator, Public Works Director and Finance Director, an operating budget for the Stormwater Utility Management Fund each fiscal year. The operating budget shall set forth for such fiscal year the estimated revenues and the estimated costs for operations and maintenance, extension and replacement and debt service.

21-206. Stormwater User Fee

- (1) There shall be imposed on each developed property in the City of Portland, a stormwater user fee which will be charged monthly, which shall be set from time to time by ordinance in the fee schedule as adopted by the City of Portland, except exempt properties, and in the manner and amount prescribed by the ordinance.

21-207. Equivalent Residential Unit (ERU).

- (1) Establishment. The ERU was established for the purpose of calculating the stormwater user fee.
- (2) Setting the ERU. The ERU shall be set by the Board of Mayor and Alderman via ordinance.
- (3) Source of ERU. The Board of Mayor and Alderman shall have the discretion to determine the source of the data from which the ERU is established, taking into consideration the general acceptance and use of such source on the part of other stormwater systems, and the reliability and general accuracy of the source including but not limited to property tax assessor's rolls, site examination, mapping information, aerial photographs, and other reliable information.
- (4) Evaluation of ERU. The ERU shall be evaluated by the Stormwater Utility as necessary.

21-208. Property Classification for Stormwater User Fees.

- (1) Property classifications. For purposes of determining the storm water user fee, all properties in the City of Portland are classified into one of the following categories:
 - a) Single Family Dwelling Residential property;
 - b) Developed/Commercial/Industrial/Institutional (CII) properties; or
 - c) Exempt property.

1.) Single Family Dwelling Residential Fee. The Board of Mayor and Alderman finds that the intensity of development of most parcels of developed property in the City of Portland classified as single family residential is similar and that it would be excessively and unnecessarily expensive to precisely determine the square footage of the impervious surface on each such parcel. Therefore, all single-family residential properties in the City of Portland shall be charged the same residential rate regardless of the size of the parcel or the impervious surface area of the improvements, except as provided herein.

2.) Developed property, Commercial, Industrial, Institutional fee.

These properties in the City of Portland shall be charged the rate outlined by the stormwater rate ordinance.

3.) Exempt property. There shall be no stormwater user fee for exempt property or as otherwise provided by State law.

- a) Property outside of the incorporated City Limits.
- b) Undeveloped Property that is not altered from its natural state.
- c) Agricultural property upon which the owner or operator conducts activities that satisfy the requirements of a qualified farmer or nurseryman under Tennessee Code Annotated §67-6-207(e). The owner or operator shall bear the burden of establishing such exempt status.
- d) Cemeteries.
- e) Railroad Right of Ways.

21-209. Base Rate.

- (1) The Board of Mayor and Alderman shall, by ordinance in the fee schedule as adopted by the Board of Mayor and Alderman, establish the base rate for the ERU. The base rate shall be calculated to ensure adequate revenues to fund the costs of stormwater management and to provide for the operation, maintenance, and capital improvements of the storm water system in the City of Portland.

21-210. Property Owners to Pay Charges.

- 1.) The owner of each property/tax lot shall be obligated to pay the stormwater user fee as provided in this ordinance, provided however, that if no water or sewer service is being provided by the City of Portland or local water utility district at the property to the owner as a customer of record and such service is being provided to a customer of record other than the owner, it shall be presumed that the owner and such customer of record have agreed that the customer of record shall be obligated to pay such stormwater user fee.
- 2.) If the customer of record other than the owner refuses to pay the stormwater user fee, the owner of each property shall be obligated to pay the stormwater user fee as defined in this ordinance.
- 3.) Non-residential multi-tenant properties shall be billed according to the placement of utility meters, i.e., if the property contains individual unit meters, then billing for the stormwater user fee shall be billed to individual units based on the unit's pro rata percentage of impervious surface. If the multi-tenant property contains a master meter, then the storm water user fee for the entire impervious surface area shall be billed to the customer of record for such master meter.
- 4.) Each unit of a multi-tenant residential building shall be billed a minimum charge, the same being the single-family residential fee, to the customer of record for the unit. If an individual unit is not individually billed for any water or sewer service, i.e., water and sewer utilities are billed to a master meter, then the customer of record for the master meter shall be billed as commercial property based on the total impervious surface area.

21-211. Billing Procedures and Penalties for Late Payment.

- (1) Rate and collection schedule. A stormwater user fee shall be set at a rate as set forth in the Stormwater User Fee Schedule as adopted by the Board of Mayor and Alderman by ordinance, collected at a location, and collected on a schedule, established in accordance with this ordinance. The storm water user fee shall be billed and collected monthly with the monthly utility services bill for those properties within the incorporated limits. The stormwater user fee for those properties utilizing city utilities is part of a consolidated statement for utility customers, which is generally paid by a single payment to the property owner's water utility or to the City of Portland Stormwater Department, unless other means of billing is established at any time by the City.
- (2) The stormwater user fee for those properties utilizing utilities not provided by the City of Portland shall be billed and collected by the City of Portland directly to the utility provider or as directed by the Finance Director. All bills for the stormwater user fee shall become due and payable in accordance with the rules and regulations of the applicable utilities department pertaining to the collection of the storm water user fees.
- (3) Delinquent bills. The stormwater user fee shall be considered delinquent if not received by the City of Portland or applicable billing water utility by the due date stated within the utility statement, and subsequent late fees shall be imposed as set forth in the fee schedule as adopted by the Board of Mayor and Alderman as established by an ordinance.
- (3) Penalties for late payment; failure to pay. Stormwater user fees shall be subject to a late fee established by ordinance as indicated in the Stormwater User Fee Schedule. The City of Portland shall be entitled to recover attorney's fees incurred in collecting delinquent stormwater user fees. The City or other collecting utility provider may discontinue utility service to any stormwater user who fails or refuses to pay the stormwater user fees and may refuse to accept payment of the utility bill from any user without receiving at the same time, payment of the stormwater user fee charges owned by such user and further may refuse to re-establish service until all such fees have been paid in full.
- (4) Mandatory statement. Pursuant to Tennessee Code Annotated § 68-221-1112, each bill that shall contain stormwater user fees shall contain the following statement in bold: "**THE STORMWATER FEE HAS BEEN MANDATED BY CONGRESS PURSUANT TO TENNESSEE CODE ANNOTATED § 68-221-1112**". The City of Portland Board of Mayor and Alderman hereby finds and declares that the stormwater user fee is a utility service fee and not a tax.

21-212. Appeal of Fees.

- (1) Any person who disagrees with the calculation of the storm water user fee, as provided in this ordinance, may appeal such fee determination to the City of Portland's Stormwater Appeal board within ten (10) days after the date the payment is due. Any appeal not filed within the time permitted by this section shall be deemed waived.
- (2) All appeals shall be filed in writing addressed to the Stormwater Administrator for the City of Portland and shall state the grounds for the appeal and the amount of the

stormwater user fee the appellant asserts is appropriate. The appeal shall provide such information and documentation supporting the basis of the appeal. The appeal shall be accompanied by a nonrefundable appeal review fee of \$100.

- (3) Any matter, decision, conclusion, pronouncement, or evaluation made by the City cannot be considered for The Portland Stormwater Appeal Board review until the matter has first been submitted to the City of Portland Stormwater Department for evaluation. Only after the Public Works Director and Stormwater Administrator has had an opportunity to fully consider the matter, and denied the appeal, or a timely review has not taken place, can Appellate Review be considered with the Portland Stormwater Appeal Board.
- (4) The Portland Stormwater Appeal board shall then review the appeal and determine whether the challenged determination is consistent with the provisions of this chapter. Appeals related to the stormwater user fee shall be decided based on substantiated evidence with a sound engineering and factual basis. All appeal determinations shall be applied utilizing a strict interpretation of the Stormwater Utility Ordinance. At any hearing related to an appeal or credit determination, the City shall be allowed to present evidence, findings, and recommendations; appealing parties and applicants shall be given an opportunity to present evidence, findings, and recommendations.
- (5) The Portland Stormwater Appeal board may request additional information from the appealing party; the committee may defer the determination of an appeal one time to the next regularly scheduled meeting of the Portland Stormwater Appeal board. Each appeal shall be placed on the Portland Stormwater Appeal board agenda for the next scheduled meeting, which meeting is at least twenty (20) days after the Stormwater Administrator receives the written appeal.
- (6) The Stormwater Administrator shall notify the appellant customer of the date of the appeal review hearing in writing; such written notice shall be given at least ten (10) days prior to the hearing by regular mail at the address provided in the written appeal document. The decision of the Portland Stormwater Appeal board shall be final and conclusive with no further administrative review.
- (7) If a refund is due, the Finance Director shall authorize the refund which will be provided as the Stormwater Administrator deems necessary.

21-213. Storm Water User Fee Credit and Adjustment Policy.

- (1) All applications for Stormwater User Fee Credits and Adjustments shall be submitted as outlined in the City of Portland's Utility Credit Manual. Stormwater User Fee Credits and Adjustments may be available for developed properties that provide an up-to-date certified engineered plan, stamped by a current State-approved engineer licensed to practice in Tennessee, documenting reduced stormwater runoff and shows the stormwater on the property is not encountering the City's stormwater system. A detailed hydrologic report is required.

Chapter 3

Stormwater User Fee Credit Manual

SECTION

- 21-301. Overview
- 21-302. Definitions
- 21-303. User Fee Credits.
- Appendix A: Impervious Surface Credit Application
- Appendix B: Right-of-Entry Form
- Appendix C: Detention/ Water Quality Application
- Appendix D: Education Credit Application
- Appendix E: NPDES Credit Application

21-301. Overview

The stormwater user fee provides a stable and adequate source of revenue for the stormwater management program that allocates the costs of stormwater services across every stormwater “user” in the City of Portland’s Incorporated City Limits through a stormwater user fee (or service charge). Developed land is charged a fee based on the amount of impervious surface area on the property. The stormwater user fee that a property owner pays is directly proportional to the impervious area found on the property. A credit is an ongoing downward adjustment in the service charge. The stormwater user fee credit manual provides for adjustments to the stormwater user fee for properties that reduce demand on the public storm system.

Impervious Surface means a surface which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.

Impervious surface area means the number of square feet of horizontal surface covered by buildings, and other impervious surfaces.

The purpose of the credit policy is to provide properties with credit for mitigating stormwater runoff impacts through education, or source controls, for water quantity or quality. The available credits are:

- Detention Credit up to 50%
- Quality Credit up to 25%
- Education Credit up to 10% (Places of Worship and Schools)
- NPDES Credit up to 10%

A property may qualify for more than one credit, but the maximum credit that a property can receive is 50%.

To qualify for credits, the stormwater user must submit a credit application form (found in Appendix 1), and any applicable application fees, to the City of Portland Stormwater Department. The application will be evaluated to determine credit eligibility and the amount of credit the user shall receive if granted. The credit applications should be addressed to the following:

Stormwater User Fee Credit Application
City of Portland Stormwater Department
100 South Russell St.
Portland, TN 37148

The Stormwater User Fee Credit Manual stipulates the design and performance standards of on-site systems, facilities, activities, and services that qualify for application of a stormwater user fee credit.

21-302. Definitions.

For the purpose of this Title, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word “shall” is mandatory and not discretionary. The word “may” is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster’s Dictionary.

“Best Management Practices or BMPs” shall mean the physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, that have been approved by the City of Portland, and that have been incorporated by reference into the Stormwater Management Ordinance as if fully set out therein.

“Construction” shall mean the erection, building, acquisition, alteration, reconstruction, improvement or extension of stormwater facilities; preliminary planning to determine the economic and engineering feasibility of stormwater facilities; the engineering, legal, fiscal and economic investigations and studies, surveys, designs, plans, working drawings, specifications, procedures, and other action necessary in the construction of stormwater facilities; and the inspection and supervision of the construction of stormwater facilities.

“Department” shall mean the City of Portland Stormwater Department.

“Detention Facility” shall mean a stormwater structure that, by means of a single control point, provides temporary storage of stormwater runoff for future release, and is used to delay and attenuate peak flow.

“Developed Property or Developed Land” means developed property which has been altered from its natural state by the creation or addition of buildings, structures, pavement or other impervious surfaces, or by the alteration of the property that results in a meaningful change in the hydrology of the property.

“Exempt Property” All public rights-of-way, public streets and public roads, public alleys, public sidewalks and public greenways, public drainage facilities, privately owned residential streets, property that does not discharge stormwater runoff to the stormwater or flood control facilities and railroad right-of-way properties within the City of Portland. For purposes of this definition, “public” shall mean that which is maintained by or is or is to be dedicated to the City of Portland and/or the State of Tennessee or the government of the United States.

“Green Infrastructure” shall mean stormwater management systems that mimic nature by promoting infiltration of stormwater runoff. These stormwater management systems may include downspout disconnection, rainwater harvesting, rain gardens, planter boxes, bio swales, permeable pavements, green alleys and streets, green parking, green roofs, urban tree canopy, and land conservation as approved by the Department.

“Impervious Area or Impervious Surface Area” The number of square feet of horizontal surface covered by buildings, and other impervious surfaces. All building measurements shall be made

between exterior limits of the structure, foundations, columns or other means of support or enclosure.

“Impervious Surface” A surface which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.

“National Pollutant Discharge Elimination System or NPDES” shall mean the Federal Environmental Protection Agency's (USEPA) national program for issuing, modifying, revoking, reissuing, terminating, monitoring, and enforcing permits and imposing and enforcing pretreatment requirements under sections 307, 318, 402, and 405 of the Clean Water Act, United States Code, title 33, sections 1317, 1328, 1342, and 1345.

“Other Developed Property” means all Developed Property located within the municipal limits of the city other than (i) Residential Property; (ii) Exempt Property; (iii) Vacant Property and (iv) Park Lands/Cemetery. Other Developed Property shall include commercial properties, industrial properties, apartments, parking lots, hospitals, schools, recreational and cultural facilities, industrial properties, hotels, offices, churches, federal, state and local government properties and multi-use properties. Such property shall also include single family dwellings which are attached to or otherwise a part of a building housing a commercial enterprise. Any single-family residential structure which contains more than two attached dwelling units is specifically included in this definition.

“Person” Any and all persons, natural or artificial, including any individual, firm or association, and any municipal or private corporation organized or existing under the laws of this or any other state or country.

“Property Owner or Owner” The property owner of record as listed in the City’s and/or county’s tax assessment roll. A property owner includes any individual, corporation, firm, partnership, or group of individuals acting as a unit, and any trustee, receiver, or personal representative.

“Qualified Control Structure” shall mean a device or structure meeting design standards and approved by the Department that substantially limits the discharge of stormwater from a parcel of property into or through any Public System or that substantially improves the purity of stormwater so discharged.

“Residential Property” shall mean a developed property which serves the primary purpose of providing a permanent dwelling unit to a single family. A single-family detached dwelling, a townhouse, an accessory apartment or second dwelling unit, a condominium, a duplex, a triplex, a quadruplex, a villa, or a garden home is included in this definition. A single-family dwelling which is attached to, or otherwise a part of, a building housing a commercial enterprise is not included in this definition.

“Stormwater or Storm Water” Stormwater runoff, snow melt runoff, surface runoff, infiltration, and drainage.

“Stormwater Management” means the planning, design, construction, regulation, improvement, repair, maintenance, and operation of facilities and programs relating to water, flood plains, flood control, grading, erosion, tree conservation, and sediment control.

“Stormwater System or System” means all stormwater facilities, stormwater drainage systems and flood protection systems of the city and all improvements thereto which operate to, among other things, control discharges and flows necessitated by rainfall events; and incorporate methods to collect, convey, store, absorb, inhibit, treat, prevent or reduce flooding, over drainage,

environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system.

“Stormwater User or User” The owner or customer of record of property subject to the storm water user fee imposed by the Stormwater Utility Ordinance.

Stormwater User Fee or Fee The utility service fee established under this ordinance and levied on owners or users of parcels or pieces of developed property to fund the costs of storm water management and of operating, maintaining, and improving the storm water system in the City of Portland. The storm water user fee is in addition to other fees that the City of Portland has the right to charge under any other rule or regulation of the City of Portland.

“Stormwater Utility” A management structure that is responsible solely and specifically for the stormwater management program and system.

“Stormwater Utility Ordinance” shall mean Title 21, chapter 2 of the City of Portland Municipal Code.

“Surface Water” Waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other watercourses, lakes, ponds, wetlands, marshes and sinkholes.

“Ten Percent Rule” shall mean analyzing the development’s downstream impact to stormwater runoff to the point where the site makes up ten percent or less of the total drainage area to the point in question. This analysis consists of developing a simplified hydrologic model of the development site and contributing areas to insure there is no increase in flow values at each significant junction point down to the point where the site is ten percent or less of the total land area.

“Undeveloped Property or Undeveloped Land” shall mean property that is in its natural state and has not been developed; does not have impervious surfaces on it.

“User Fee Credit” shall mean a downward adjustment in the amount of the stormwater user fee given to properties for maintaining qualified control structures or implementing an approved education program as discussed herein.

“Vacant / Undeveloped Property” Property on which there is no structure for which a certificate of occupancy has been issued.

21-303. User Fee Credits.

The purpose of user fee credits is to provide an ongoing reduction in fees to customers that place an ongoing reduction in demand on the stormwater system than would be reflected in the calculation of their stormwater user fee or for specific customer types, who through private efforts, provide a direct reduction in the cost of stormwater programs funded by the stormwater user fee.

General provisions for stormwater user fee credits are listed below. See the following pages for details for individual credits.

- Credits are available to all developed properties within the incorporated city limits of Portland.
- It is the responsibility of the property owner (or his/her designee) to apply for stormwater user fee credits, and to provide the necessary substantiating information with a credit application, as described herein.
- The Credit Application and supporting documents are included in the appendices to the Credit Manual. The Department shall not be responsible for initiating applications, performing engineering calculations, or otherwise assisting with the preparation of credit applications.

- Credits can be combined for a maximum credit of 50%.
- Credits are granted only upon approval of a credit application. A non-refundable review fee of \$100 shall accompany credit applications.
- The Department shall review credit applications within four (4) weeks after a complete application is submitted. If a credit is granted, the credit shall be applied one (1) billing cycle after the approval date.
- The Department maintains the right to inspect properties to ascertain credit applicability at the time of credit application and at any time during which the site is receiving credit.
- Credits shall be valid for a period of 5 years. It is the user's responsibility to reapply for credits no later than 60 days prior to expiration to assure continuity of the credits applied to the user fee.
- Credits can be revoked or reduced at any time that it is determined by the Department that controls, measures, or activities are not performing to the requisite design standard, that controls are not being maintained to function as designed, or that the controls, measures, or activities no longer meet the purpose of the credit.
- If a Stormwater Utility credit is granted, the credit shall be applied one (1) billing cycle after the approval date. Retroactive Credits will not be granted.

Stormwater Detention Credit (up to 50%)

Qualified properties with structural controls or measures such as detention facilities for reducing peak demand and controlling the rate at which the runoff volume enters the stormwater system may be eligible for a Stormwater Detention Credit up to 50%.

Properties may be eligible for a full credit of up to 50% where a stormwater detention facility is utilized to reduce post-developed discharges to pre-developed levels for the 2-year through 100-year flood events along with performing a downstream analysis for the "Ten Percent Rule". The Ten Percent Rule analyzes the development's downstream impact to stormwater runoff to the point where the site makes up ten percent or less of the total drainage area to the point in question. This analysis consists of developing a simplified hydrologic model of the development site and contributing areas to insure there is no increase in flow values at each significant junction point down to the point where the site is ten percent or less of the total land area. Properties may be eligible for a partial credit of 40% where a stormwater detention facility is utilized to reduce post-developed discharges to pre-developed levels for the 2-year through 100-year flood events.

Properties may be eligible for a partial credit of 25% where a stormwater detention facility is used to reduce post-developed discharges to pre-developed levels for the 2-year through 25-year flood events. This level of detention may be achieved, for example, by rehabilitating a temporary sediment control pond to serve as a permanent stormwater detention facility.

Conditions of Credit:

1. The property owner must submit a site plan, design calculations, as-built drawings, and/or other data signed and sealed by a professional engineer that are sufficient for the Department to render an opinion regarding the applicability of credit. Original design plans currently verified "as built" by a professional engineer will suffice.
2. The property owner must submit a maintenance plan, maintenance agreement, and annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit according to the assessment by the Department.

3. The annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit may be submitted by a State of Tennessee licensed Professional Engineer, licensed Landscape Architect, or TDEC EPSC Level 1 or 2 certified inspector.

Stormwater Quality Credit (up to 25%)

Qualified properties with structural controls or measures that reduce stormwater runoff pollution to the Municipal Separate Storm Sewer System (MS4) may be eligible for a Stormwater Quality Credit up to 25%. These controls should provide runoff pollution characteristics similar to undeveloped land.

Properties may be eligible for the full 25% credit if they contain water quality Best Management Practices (BMP) that meet performance criteria for the capture and infiltration of the first one inch of runoff through the use of Green Infrastructure.

Properties may be eligible for a partial credit of 10% if they contain water quality Best Management Practices (BMP) that meet minimum performance criteria for removal of 80% total suspended solids (TSS) and remain in compliance with City of Portland's State of Tennessee NPDES Phase II Municipal Separate Storm Sewer Systems (MS4) General Permit for Discharges.

Industrial properties may be eligible for a partial credit of 10% if they maintain a separate approved State of Tennessee NPDES permit for stormwater management.

Conditions of Credit:

1. The property owner must submit a site plan, design calculations, as-built drawings, and/or other data signed and sealed by a valid State of Tennessee professionally licensed engineer that are sufficient for the Department to render an opinion regarding the applicability of credit. Original design plans currently verified "as built" by a professional engineer will suffice.

2. The property owner must submit a maintenance plan, maintenance agreement, and annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit according to the assessment by the Department. Reports are due annually by June 30.

3. The annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit may be submitted by a State of Tennessee licensed Professional Engineer, licensed Landscape Architect, or TDEC EPSC Level 1 or 2 certified inspector.

Stormwater Education Credit (up to 10%)

A credit of up to 10 percent will be available to public or private educational institutions and Places of Worship that provide a regular and continuing program of education approved by the Department and concentrating on stewardship of water resources and minimization of demand on the public stormwater system. Qualified educational institutions and Places of Worship have the ability to provide significant stormwater education that will not only assist the City of Portland in meeting NPDES permit requirements but will also instill an appreciation and stewardship of

water resources that will benefit and/or decrease the demand on the stormwater system, or program, in the long term.

The credit eligibility will be determined by the Department based on the content of the education materials, the ability for the education to meet the NPDES permit requirements, the number of students / members / parishioners receiving education, increasing the water quality, and the potential for reducing the water quantity and demand on the public stormwater system.

Brochure templates and suggested education material can be obtained from the City.

Conditions of Credit:

1. Institution/Place of Worship must submit a description of the educational program, curriculum or program materials, and estimated number of students / members / parishioners that will receive the education for review by the Department for credit approval.
2. Institution/Place of Worship must provide educational take-home materials to all students / members / parishioners at least once annually.
3. Institution/Place of Worship must submit an annual report documenting the number of students/members/parishioners that received the education in that year.
4. The credit will be applied only to the property(s) where the curriculum is taught (e.g., if the curriculum is taught only at an Elementary School, the credit will be applied only to that property, not the entire school system).

To receive the credit, the curriculum must be scheduled with the intention that all students/parishioners will receive the curriculum at least once during a calendar year. For example, a typical tenure for high school would be four (4) years, so it would be expected that approximately 25% of students in the school would be taught the curriculum each year and that a student that attended the school for four years would receive the education at least once.

Appendices

Appendix A: Impervious Surface Credit Application

Appendix B: Right-of-Entry Form

Appendix C: Detention/ Water Quality Application

Appendix D: Education Credit Application

Appendix E: NPDES Credit Application

Appendix A Impervious Surface Credit Application Form

For review of this application, you must:

- Fill out this application completely.
- Provide a set of plans of your property showing the total impervious surface area as **conducted by a licensed land surveyor.**

Instructions:

The applicant must provide site plans from a licensed land surveyor, outlining the impervious surfaces that exist on your property, and provide those measurements, with this application, to the City of Portland Engineering Department. A site plan of your property, with the appropriate measurements clearly indicated, must be provided to be considered for an Impervious Surface Credit. **The licensed land surveyor is required to sign and seal the plans.**

Impervious surfaces are those surfaces that prevent the infiltration of rainfall into the soil. Common impervious surfaces may include, but are not limited to rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage buildings/pads, compacted gravel or soil surfaces, awnings (and other fabric or plastic coverings) and any other surface that prevents or impedes the natural infiltration of stormwater runoff.

Property Owner Information

Name: _____ Phone: _____

Address: _____

Applicant Information (if different from owner)

Name: _____ Phone: _____

Address: _____

Property Information (if different from above)

Address: _____

Parcel Identification Number (if known): _____

Utility Account Number: _____

I hereby request the City of Portland to review this application for an Impervious Surface Credit to my stormwater utility fee. I certify that I have the authority to make such a request and grant such authority for this property. The attached information is true and correct to the best of my knowledge and belief. I agree to provide corrected information to the City of Portland Engineering Department should there be any change in the information provided herein. I further authorize the City of Portland to access the property identified in this application for the purpose of assessment for a stormwater fee credit.

Signature: _____ Name: _____

Date: _____

Do not write in shaded areas – for City use only.

Calculated Impervious Area: _____ sf Credit Approved? ☐ Yes ☐ No

Signature: _____ Name: _____

Title: _____ Date: _____

Appendix B Right-of-Entry Form

Owner or Owner's Representative (Contact):	Property Parcel Number:
Property Address:	
Contact Phone Number:	Contact Email:
Mailing Address (if different than property address):	
This agreement gives authorization by the property owner, _____ (Owner) to City of Portland Stormwater Department to enter onto the property at the above listed location, for the purposes of inspection. Inspections may be conducted of any stormwater facility for which a user fee credit was applied. Inspections may be performed by the Department employees or their designee, including consulting engineers, contractors or other representatives. IN WITNESS WHEREOF, the parties have caused their respective names to be signed hereto on the day of _____ 20____.	
Owner's Signature	Date
Department Representative's Signature	Date

Owner or Owner's Representative (Contact):	Property Parcel Number:
Property Address:	
Contact Phone Number:	Contact Email:
Mailing Address (if different than property address):	
Credits for Consideration (check all that apply): ☐ Detention Credit (up to 50%) – Attached: ☐ Supporting Drawings and Calculations ☐ Executed Maintenance Agreement ☐ Maintenance Plan ☐ Executed Right of Entry Form ☐ 25% ☐ 40% ☐ 50% ☐ Quality Credit (up to 25%) – Attached: ☐ Supporting Drawings and Calculations ☐ Executed Maintenance Agreement ☐ Maintenance Plan ☐ Executed Right of Entry Form ☐ 10% ☐ 25% ☐ Education Credit (up to 10%) – Attached: ☐ Description of Education Program (list of education tools used, est. number of students that will complete education) ☐ Stormwater Education Credit Form ☐ Executed Right of Entry Form ☐ 10% ☐ NPDES Permit Credit (up to 10%) – Attached: ☐ Copy of Active State of Tennessee NPDES Permit ☐ Supporting Documents and Inspection Reports ☐ 10%	
This application is to request credit or adjustment to the assigned stormwater user fee for the property at the above location.	
Owner's Signature	Date

Appendix D **Education Credit Form**

Owner or Owner's Representative (Contact):	Property Parcel Number:			
Property Address:				
Contact Phone Number:	Contact Email:			
Mailing Address (if different than property address):				
Applicant must provide adequate documentation to demonstrate to City of Portland Stormwater Department that sufficient focus and instruction upon stormwater management issues and water quality protection are covered in the time frame suggested. Summarize all appropriate documentation in the table below and attach documentation to the application.				
Method and Tools for Stormwater Education	Grade Level(s)	Number of Students Annually	Percent of Total Students	Contact Hours

Appendix E NPDES Credit Form

Owner or Owner's Representative (Contact):	Property Parcel Number:			
Property Address:				
Contact Phone Number:	Contact Email:			
Mailing Address (if different than property address):				
Applicant must provide adequate documentation to demonstrate to the City of Portland Stormwater Department that an Active NPDES permit is on file with the State of Tennessee. Summarize all appropriate documentation in the table below and attach documentation to the application.				
NPDES Permit Number	Effective Date	Expiration Date	Date of Last Inspection	Facility Manager

RESOLUTION

City of Portland, Tennessee

No. 24 - 04

A RESOLUTION TO APPROVE CHANGE ORDER #1 IN THE INCREASED AMOUNT OF \$5,798.11 FOR THE CONTRACT WITH CAMPBELL PARTNERS CONCRETE FOR THE CITY'S SALT SHED PROJECT

WHEREAS, the City of Portland has approved the original contract amount of \$47,700.00 with Campbell Partners Concrete for the City of Portland Salt Shed Concrete work; and

WHEREAS, Change Order #1 revises the contract by adding the following items:

- 90 linear feet of footings
- 90 linear feet of stem wall curbing
- 70 linear feet of 2 foot tall stem wall
- 62 pieces of epoxy coated rebar
- 2 days of additional labor

Change Order Increase Amount	+\$5,798.11
Original Contract Amount	\$47,700.00
TOTAL NEW CONTRACT AMOUNT	\$53,498.11

WHEREAS, Change Order #1 shall increase the contract amount by \$5,798.11, which shall adjust the contract amount to \$53,498.11 for ordinance number 23-56 ; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Portland to approve Change Order #1 with Campbell Partners Concrete in the increased amount due of ***\$5,798.11*** for the City of Portland Salt Shed Concrete work; and

BE IT FURTHER RESOLVED that the Resolution shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of



Campbell partners
concrete

Thomas Campbell
Business Number 615 456 6541
1004 chickadee ct portland tn 37148
6154566541
tdc.2424@gmail.com

INVOICE
INV0309

DATE
12/14/2023

DUE DATE
12/16/2023

BALANCE DUE
USD \$0.00

BILL TO

City of Portland salt shed

Carlton Cobb
6155619062
ccobb@cityofportlandtn.gov

DESCRIPTION	RATE	QTY	AMOUNT
40 x 50- 8 inch wall 6 ft high, 4000 psi concrete , expoxy coated rebar	\$27,000.00	1	\$27,000.00
40 x 50. 4000 psi concrete slab 6 inch depth, epoxy coated rebar or wire	\$20,700.00	1	\$20,700.00
Added change order: 90 ft of footing, 90 ft of stem wall curb, 70 ft of 2 ft wall, 62 pcs rebar epoxy coated, 2 days extra labor, Per engineer plans	\$5,798.11	1	\$5,798.11

Payment Info

BY CHECK

Make checks payable to campbell partners concrete

TOTAL \$53,498.11
PAID -\$53,498.11
12/22/2023

BALANCE DUE USD \$0.00

RESOLUTION

City of Portland, Tennessee

No. 24 - 09

A RESOLUTION TO APPROVE CHANGE ORDER #1 IN THE INCREASE AMOUNT OF \$7,948.27 FOR THE CONTRACT WITH JETTON PROPERTY GROUP FOR THE CITY'S SALT SHED PROJECT

WHEREAS, the City of Portland has approved the original contract amount of \$68,125.00 with JETTON PROPERTY GROUP for the City of Portland Salt Shed Structure; and

WHEREAS, Change Order #1 revises the contract by adding the following items:

- Steel truss for 20 ft opening (Original design was 10ft openings)
- Steel walk door for brine area (There was not one originally)
- 36'' block wall to separate brine area from salt.
- Gutter (original design did not include gutters)

Change Order Increase Amount	+\$7,948.27
Original Contract Amount	\$68,125.00
TOTAL NEW CONTRACT AMOUNT	\$76,073.27

WHEREAS, Change Order #1 shall increase the contract amount by \$7,948.27, which shall adjust the contract amount to \$76,073.27 for Ordinance Number 23-55; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Portland to approve Change Order #1 with JETTON PROPERTY GROUP in the increased amount due of **\$7,948.27** for the City of Portland Salt Shed Structure work; and

BE IT FURTHER RESOLVED that the Resolution shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

INVOICE



Service Address

124 Stevinson Ham
Rd
Portland, Tn 37148

Bill To

City Of Portland
100 South Russell St.
Portland , Tn 37148
(615) 561-9062

Jetton Property Group, LLC

113 S Broadway
Portland, TN 37148
Phone: (615) 714-4131
Email: invoices@jettonhomes.com
Web: jettonhomes.com

Payment terms 7 Days
Invoice # 1089
Date 01/04/2024
Business / Tax # 88-2099491

Description	Rate	Quantity	Total
building package 80x50x22 post frame salt building. 8x8 post. 2x6 banding. Steel trusses.	\$68,125.00	1	\$68,125.00
   			
change order to building package -Added steel truss for 20ft openings. -Added steel walk door for brine area.	\$2,788.50	1	\$2,788.50
Block partition wall. Block 36" partition wall to separate salt and brine machine area. 8 inch core filled block with rebar. 3 course high (32"). 4 inch cap block.	\$2,959.77	1	\$2,959.77
Gutters Gutters for salt building.	\$1,950.00	1	\$1,950.00
Gutter repair Gutter repair on existing building.	\$250.00	1	\$250.00

Subtotal	\$76,073.27
-----------------	-------------

Total	\$76,073.27
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City Of Portland

ORDINANCE

City of Portland, Tennessee

No. 24 – 04

First Reading

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPER'S AGREEMENT WITH STEVE KIRBY ON THE TWIN LAKES SUBDIVISION, WHICH WILL INCLUDE THE INSTALLATION OF WATER AND SEWER IMPROVEMENTS, LOCATED AT 925 NORTH BROADWAY IN PORTLAND, TENNESSEE.

WHEREAS, the City of Portland, Tennessee has determined that improvements need to be made to City infrastructure, including the water and sewer systems, as outlined in the attached agreement; and

WHEREAS, the Portland Department of Utilities has approved the Water and Sewer Capacity Letter (see Exhibit A), stating the Water and Sewer Systems have capacity for the Twin Lakes Development once improvements are made; and

WHEREAS, the Developer has agreed to be fully responsible for the cost of the improvements to City infrastructure, including the water and sewer systems, as outlined in the attached agreement; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland authorize the Mayor to enter into the attached Developer's Agreement with Steve Kirby for the Twin Lakes Subdivision, located at 925 North Broadway, Tax Map 016, Parcel 085.03, and Parcel 085.04, and

BE IT FURTHER ORDAINED, that the Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

DEVELOPMENT AGREEMENT FOR TWIN LAKES SUBDIVISION

CITY OF PORTLAND, TENNESSEE

This Development Agreement (“AGREEMENT”) is made and entered into on this ____ day of _____, 2024 by and between Steve Kirby (“DEVELOPER”) and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee (“CITY”).

WHEREAS, the DEVELOPER owns and desires to develop a 55-lot development, located at 925 North Broadway, Tax Map 016, Parcel 085.03 and Parcel 085.04, in Portland, Tennessee (hereinafter called the "PROJECT"); and

WHEREAS, DEVELOPER has received a letter stating the existing Water and Sewer Systems does not have capacity for the development and will require fees to be paid for upgrading our System, along with improvements installed by the Developer, from the Portland Department of Utilities on the **17th** day of **August, 2023** (the “LETTER”). A copy of the Letter is attached to this Agreement as Exhibit A; and

WHEREAS, in order to provide the same level of service throughout the Water System and Sewer System for the PROJECT and the general public, it will be necessary for certain improvements to be constructed to serve the PROJECT. Said improvements include the IMPROVEMENTS (as defined below); and

WHEREAS, in order for said IMPROVEMENTS to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to be responsible for design, permitting, construction, and inspection associated with the IMPROVEMENTS as set forth in this AGREEMENT.

WHEREAS, the DEVELOPER shall be responsible for all design, permitting, construction, and inspection of the IMPROVEMENTS. The IMPROVEMENTS shall be constructed by the DEVELOPER in accordance with the Portland Department of Utilities Standard Specifications and with the approval of the Construction Plans, and other rules, regulations, and ordinances of the CITY in said project and the terms of this Agreement, and

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall be responsible for all design, permitting, construction, and inspections necessary to install and complete approximately 250 linear feet (LF) of six (6) inch water main, 1,000 LF of eight (8) inch water main, 2,750 LF of ten (10) inch

water main, and 2,500 LF of eight (8) inch gravity sewer, and all required appurtenances, the IMPROVEMENTS in accordance with this agreement.

B. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, and rules & regulations adopted by the Board of Mayor and Aldermen are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with plans, and specifications approved by the CITY and made a part, hereof.

C. Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement, nor shall the rights or duties be assigned by either party.

D. Revocation and Interpretation

This agreement shall bind the DEVELOPER when executed by the DEVELOPER and may not be revoked by the DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind the CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Sumner County, Tennessee, and Tennessee Appellate Courts.

E. No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Developer and Portland Board of Mayor and Aldermen must approve any written modification to this agreement.

F. Separability

If any portion of this agreement is held to be unenforceable, the court of competent jurisdiction shall have the right to determine whether the remainder of the agreement shall remain in effect or whether the agreement shall be void and all rights of the DEVELOPER and CITY pursuant to this agreement terminated.

G. Transferability

The DEVELOPER and/or Owner agrees that he/she will not transfer the property on which the PROJECT is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with address and telephone numbers (except that no notice, consent or other requirement shall apply to the transfer or creation of any security or other interest pursuant to a deed of trust or other Owner financing). If it is the transferee's intention to develop this property in accordance with the agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the CITY Attorney. The DEVELOPER and/or Owner understand that if he/she transfers said property without providing the notice of transfer and Assumption Agreement as required herein,

he will be in breach of this agreement and that any surety held by the CITY to secure the agreement may be called. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY, and a new agreement is issued naming the new owners as Developer.

II. UTILITIES

A. Sanitary Sewer Collections System

a. Installations:

The DEVELOPER will be required to install approximately 2,500 LF of eight (8) inch gravity sewer main, with all associated appurtenances with said installation.

b. Improvements Fees:

The DEVELOPER shall be required to pay **\$12,000** in Sewer Improvement fees, as per the attached Capacity Letter.

c. Surety Amount:

The DEVELOPER shall provide to the CITY a Letter of Credit or cash escrow in the amount of **\$789,375** for the surety, prior to PDU signing the Final Plat. Any surety for utilities will be kept and renewed each year until the City has inspected and approved the utility.

For each year of renewal, there shall be an additional 10% increase added to the surety amount. Once the utility is accepted by the City, a 12-month maintenance surety in the amount of **\$118,406.25** will be held. In the case that the utilities are installed prior to the City signing the Final Plat, the utilities must be tested, approved, and accepted by PDU, which the City of Portland will still require a maintenance surety to be held of the amount above 12 months after PDU's acceptance date or the taps will not be issued.

B. Water Distribution System

a. Installations:

The DEVELOPER will be required to install approximately 250 LF of six (6) inch water main, 1,000 LF of eight (8) inch water main, 2,750 LF of ten (10) inch water main, with all associated appurtenances.

b. Improvement Fees:

The DEVELOPER shall be required to pay **\$13,500** in Water Improvement fees, a Developer's Fee of **\$48,000** towards the City's Oak Hill Water System Improvements project, and a Developer's Fee of **\$183,630** towards the relocation of utilities for the TDOT SR 109 Bypass project, as per the attached Capacity Letter. All payments must be made prior to PDU signing the Final Plat.

The DEVELOPER will be required to pay a **total of \$245,130** to the CITY towards the WATER IMPROVEMENTS. This payment must be made prior to submitting the Final Plat to the CITY for signatures.

c. **Surety Amount:**

The DEVELOPER shall provide a Letter of Credit or cash escrow to the CITY in the amount of **\$912,812.50** for the Water Distribution System surety for the PROJECT, prior to PDU signing the Final Plat. Any surety for utilities will be kept and renewed each year until the City has inspected and approved the utility. For each year of renewal, there shall be an additional 10% increase added to the surety amount. Once the utility is accepted by the City, a 12-month maintenance surety in the amount of **\$136,921.88** will be held. In the case that the utilities are installed prior to the City signing the Final Plat, the utilities must be tested, approved, and accepted by PDU, which the City of Portland will still require a maintenance surety to be held of the amount above 12 months after PDU's acceptance date or the taps will not be issued.

Developer's payment to the CITY in the amount of (i) **\$245,130** as the PROJECT's share of the cost of WATER IMPROVEMENTS, (ii) a total SURETY amount of **\$1,702,187.50** for the PROJECT's utilities, and (iii) **\$12,000** as the PROJECT's share of the SEWER IMPROVEMENTS, shall satisfy all Developer and Owner obligations with respect to all improvements, including without limitation the WATER IMPROVEMENTS and the SEWER IMPROVEMENTS. The WATER IMPROVEMENTS and the SEWER IMPROVEMENTS are collectively referred to herein as the "IMPROVEMENTS".

IV. **VIOLATIONS AND REMEDIES**

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction..

V. **BINDING EFFECT**

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns, as appropriate.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first given.

OWNER

DEVELOPER

TITLE

TITLE

ATTEST:

ATTEST:

TITLE

TITLE

CITY OF PORTLAND (COUNTY OF
SUMNER), TENNESSEE

BY:

MAYOR
APPROVED AS TO FORM:

DATE

BY: _____
CITY ATTORNEY

DATE

EXHIBIT A



CITY OF PORTLAND

MEGAN HEISLER, P.E. – UTILITIES ENGINEER
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615-323-1437
Email Address: mheisler@cityofportlandtn.gov

Steve Kirby
159 W Harper Rd
Portland, TN 37148

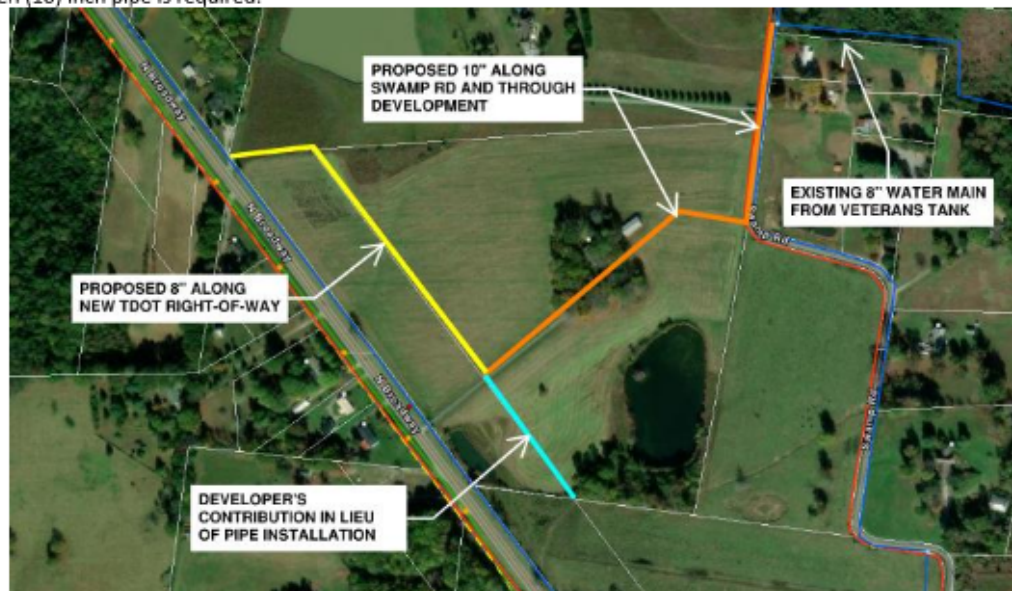
Date: 8/17/2023

Re: WATER, SEWER, & GAS CAPACITY LETTER
925 N BROADWAY, PORTLAND, TN 37148 (COMMERCIAL & RESIDENTIAL)
SUMNER COUNTY – TAX MAP 016, PARCELS 85.04 & 85.05

Portland Department of Utilities (PDU) has completed its review of your application for water and sewer for the proposed fifty-five residential units and three commercial buildings development at the above referenced location. Please see below for the capacity details.

WATER:

The system does have capacity for the fifty-five (55) residential units and three (3) commercial buildings once improvements are made. The City's minimum requirement for water main diameter within City Limits is eight (8) inches. Currently, at this location, there is a six (6) inch diameter water main. PDU will require this development to upsize the water main along North Broadway/State Route 109 for the entire length of the property's road frontage to an eight (8) inch diameter water main. Also, the Developer will be required to upsize the water main across a portion of the Swamp Road frontage for this development to an existing eight (8) inch diameter water main from the Veteran's Water Tank. This will entail approximately 1,250 feet of eight (8) inch along N Broadway and 500 feet of ten (10) inch along Swamp Rd of blue C900 DR 14 PVC or Ductile Iron Pipe and all associated appurtenances. Also, a ten (10) inch water main will need to be routed through the development. The eight (8) inch is shown below in yellow and the ten (10) inch is shown in orange. The upgrades are required to ensure fire protection for the commercial subdivision as well as the residential. Commercial subdivisions require 2,000 gpm, thus the larger ten (10) inch pipe is required.



The Developer's Contribution in lieu of the eight (8) inch pipe installation for the wetlands area to the southeast corner of the property will be \$302 per foot, including gate valves, tapping sleeve and valves, abandoning existing main, etc., with a 15% contingency fee. This portion of the project will entail approximately 489 feet of eight (8) inch blue C900 PVC water main. The Developer will be required to pay the City of Portland **\$183,630** towards this TDOT project. Please see the attached Developer's Contribution In-Lieu of Upsizing Calculator for the breakdown on how that total was calculated.

The Developer will be required to pay water improvement fees per equivalent residential unit for the commercial buildings only. Please see below on how the equivalent residential units were calculated for the **commercial buildings** as per Ordinance 23-15:

From Ordinance 23-15

One Equivalent Residential Unit for Water = 350 gallons per day (gpd)

General Commercial Services – 130 gpd per 1,000 square feet (sf) of floor space

$(7,500 \text{ sf} / \text{building}) \times (3 \text{ buildings}) = 22,500 \text{ sf}$

$22,500 \text{ sf} \times (130 \text{ gpd} / 1,000 \text{ sf}) = 2,925 \text{ gpd}$

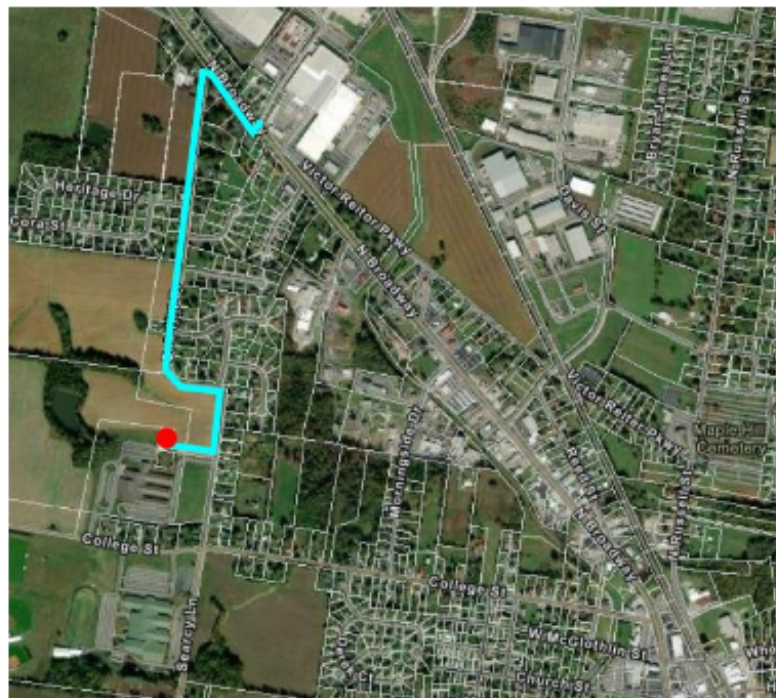
$2,925 \text{ gpd} \times (1 \text{ ERU} / 350 \text{ gpd}) = 8.4 = 9 \text{ units}$

$9 \text{ units} \times (\$1,500 / 1 \text{ unit}) = \$13,500$

This development will be utilizing the Oak Hill Water System Improvements. The 16-inch water main route is shown below in light blue and Oak Hill Tank shown in red. The developer will be required to pay a pro-rata share of the project's water improvements. As with all projects, we are not asking one development to pay for the whole project. The Pro-Rata share was based upon the total number of equivalent residential units within your development. The Developer will be required to pay **\$48,000** to the City of Portland toward the improvements. This payment, along with the water improvement fees, must be made prior to PDU approving Construction Plans and/or signing off on a Final Plat.

The payment was calculated as follows:

$(55 \text{ units} + 9 \text{ units}) \times (\$750 \text{ per unit}) = \$48,000$



Please note that at the August 7, 2023 Council Meeting, the Council verbally agreed in a majority vote to continue issuing water capacity letters beyond known capacity limits recognizing that a letter of available water capacity is based on a snapshot in time when the water model and/or decision is made, and is not a guarantee of water service at a point in the future when the petitioner may or may not choose to purchase their taps. Resolution #23-45 governs the expiration and renewal of capacity letters and at no time is the City of Portland mandated to provide water beyond its ability whether or not a capacity letter has been granted, or whether or not a project has already been started but not all water taps have been purchased.

SEWER:

The system does have capacity for the fifty-five (55) residential units and three (3) commercial buildings. The Developer must route an eight (8) sewer main through the development and tie to the manhole in front of the property along Hwy 109. The Developer will be required to pay sewer improvement fees per equivalent residential unit for the commercial buildings only. Please see below on how the equivalent residential units were calculated for the **commercial buildings**:

From Ordinance 23-15

One Equivalent Residential Unit for Sewer = 250 gallons per day (gpd)

General Commercial Services – 130 gpd per 1,000 square feet (sf) of floor space

$(7,500 \text{ sf} / \text{building}) \times (3 \text{ buildings}) = 22,500 \text{ sf}$

$22,500 \text{ sf} \times (130 \text{ gpd} / 1,000 \text{ sf}) = 2,925 \text{ gpd}$

$2,925 \text{ gpd} \times (1 \text{ ERU} / 250 \text{ gpd}) = 11.7 = 12 \text{ units}$

$12 \text{ units} \times (\$1,000 \text{ per unit}) = \$12,000$

The sewer improvement fees must be made prior to PDU approving Construction Plans and/or signing off on a Final Plat.

GAS:

Improvements may be required. Gas will be provided as per Title 19-207 of the Municipal Code.

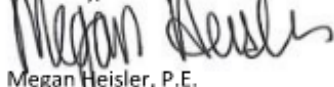
Also, all future parcels must have the utility main along the parcels' road frontage to be approved for service. All services must be located on the property being serviced and not more than twenty (20) feet from the public right-of-way. The City does not allow utility services within a private easement. All of this was approved by Resolution 19-27 (Water), 20-103 (Sewer), and 20-102 (Gas).

No approval of any services is indicated. Construction plans will be required to be submitted and approved by PDU for the development. An individual Residential Service Availability Request Form must be completed for each lot within this subdivision and the Commercial Industrial Availability Request Form must be completed for each unit of the commercial buildings once the water and sewer main installations are complete and have been accepted by PDU. The fees associated with each lot/unit (i.e. tap, connection, capacity fees, etc.) will be determined once those forms are filled out and submitted to PDU.

This letter shall expire in twelve (12) months. All fees, rates, and conditions noted in this letter are current as of the date of this letter and are subject to change over time. PDU will hold the fees at the amount stated above for a twelve (12) month period after the date of this letter. After the twelve (12) month period expires, fees are subject to re-calculation and potential increases. You may request an extension of fee status in **writing** prior to expiration of the twelve (12) month period. PDU will review the request and either deny or grant the request in writing.

Should you have any questions, please feel free to contact me.

Sincerely,



Megan Heisler, P.E.
MNHAV001257REV1

cc.

Business Office

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Portland** (Owner) and **Orchard, Hiltz, and McCliment, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Raw Water Source Improvements** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Professional services for study, preliminary engineering, final design documents, and construction-phase services for the construction of raw water source improvements to increase the source reliable yield for the Owner's water treatment plant. This project is being funded by the American Recovery Plan Act (ARPA), administered by the Tennessee Department of Environment & Conservation (TDEC).**

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
 4. Perform or provide the following:
 - a. Locate existing on-site utilities, provide relevant record drawings and WTP O&M related documents as needed.
 - b. Review 60% drawings to confirm alignment of proposed utilities and 90% drawings prior to final design documents being issued.
 - c. Make payment for all permit application fees as well as agency approval review costs. The proposed Lump Sum fee in this Agreement does not include the cost of these items.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$1,127,200.00	Lump Sum
2.	Resident Project Representative Services	\$172,000.00	Standard Rates
4.	Additional Services (Article 2 of Exhibit A)		Standard Rates

Based on a **12-month** continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. Compliance with Laws and Regulations, and Policies and Procedures
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.

- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and

any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer’s services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time

of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents,

employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. **Construction Cost**—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. **Subconsultant**—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. **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.
37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other

such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule **[NOT USED]**
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution **[NOT USED]**
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.
- K. Exhibit K, Amendment to Owner-Engineer Agreement (Governing Provisions Related to State of Tennessee American Rescue Plan Projects)

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral

understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.
- B. **Engineer further certifies that it meets the requirements set forth in Exhibit K, which lists governing provisions related to projects funded by the State of Tennessee through the American Rescue Plan Act (ARPA).**

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____

Owner:

City of Portland
By: _____
(individual's signature)
Date: _____
(date signed)
Name: Mike Callis
(typed or printed)
Title: Mayor
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)
Title: _____
(typed or printed)

Address for giving notices:

100 S. Russell Street

Portland, TN 37148

Designated Representative:

Name: Bryan Price
(typed or printed)
Title: Director of Utilities
(typed or printed)

Address:

100 S. Russell Street

Portland, TN 37148

Phone: 615.323.1437

Email: BPrice@CityofPortland.gov

Engineer:

Orchard, Hiltz, and McCliment, Inc.
By: _____
(individual's signature)
Date: _____
(date signed)
Name: David Krock, P.E.
(typed or printed)
Title: Vice President
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)
Title: _____
(typed or printed)

Address for giving notices:

209 10th Avenue, Suite 154

Nashville, TN 37203

Designated Representative:

Name: Brian Whitaker
(typed or printed)
Title: Principal in Charge
(typed or printed)

Address:

209 10th Avenue, Suite 154

Nashville, TN 37203

Phone: 615.610.5235

Email: Brian.Whitaker@OHM-Advisors.com

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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EXHIBIT B—DELIVERABLES SCHEDULE [**NOT USED - See Article 1.08 for Project Schedule Details**]

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

EXHIBIT G—INSURANCE

EXHIBIT H—DISPUTE RESOLUTION [**NOT USED**]

EXHIBIT I—LIMITATIONS OF LIABILITY

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES: INTRODUCTION

EXHIBIT K—AMENDMENT TO OWNER-ENGINEER AGREEMENT (GOVERNING PROVISIONS RELATED TO STATE OF TENNESSEE AMERICAN RESCUE PLAN PROJECTS)

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Engineer shall provide Basic and Additional Services as set forth below. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services. Articles 1.01 to 1.07 (Basic Services) include a general description of pre-design, design, and construction-phase tasks that are anticipated to occur during the project referenced in this Agreement. Article 1.08 includes the project-specific scope and schedule as determined to be necessary to complete the Raw Water Source Improvements Project. The basis for the schedule and project fee in this Agreement are from the specific scope and assumptions listed in Article 1.08

ARTICLE 1—BASIC SERVICES**1.01 Management of Engineering Services**

- A. All phases of Engineer’s services will include management of Engineer’s Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - b. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A tasks.
3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
5. Prepare and submit monthly engineering services progress reports to the Owner, to be included with monthly invoices. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: **[NOT APPLICABLE]**
7. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase

- A. Engineer shall:
 1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
 3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
 4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
 5. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
 6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study

and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Project Strategies, Technologies, and Techniques."
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
13. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report

Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

- d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.
- e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
 - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

- a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
- b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:

- a. **See Article 1.08 for descriptions of any additional reports or deliverables.**

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services);

selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
3. Prepare a Preliminary Design Phase Report.
4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:
 - a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.
 - d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

- e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - f. Revised opinions of probable Construction Cost.
 - g. The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;
 - h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
 - i. The effect of permits and authorizations by other entities and utility coordination needs on the Project.
 - j. Other matters and information pertinent to addressing the Project Goals.
5. In preparing the Preliminary Design Phase Report, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
 6. Visit the Site as needed to prepare the Preliminary Design Phase Report.
 7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
 8. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
 9. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

- b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.
- c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

- a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
- b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
- c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
- b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and

obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
13. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
 - a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. **See Article 1.08 for descriptions of any additional deliverables.**
17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the

requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **two (2) contracts**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings

and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

1. First Final Design Phase draft of all Drawings and Specifications.
 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
 3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.
 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:

- a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
 - b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:
 - 1) **Permit applications defined in Article 1.08.**
 - c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
 - g. Engineer does not guarantee issuance of any required permit or approval.
 - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
- 3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 - 4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
 - 5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - 6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
 - 7. Engineer's project manager and other appropriate staff will participate in meetings to review milestone drafts of the design documents.

- a. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
- 8. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. **See Article 1.08 for descriptions of any additional activities or deliverables.**
- G. Engineer shall complete the Final Design Phase as follows:
 - 1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
 - 2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
 - 3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 - 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
 - 4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution

by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
6. Consult with Owner as to the qualifications of prospective contractors.
7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. **See Article 1.08 for descriptions of any additional activities or deliverables.**
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
 1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract.

Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

- a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
 4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
 5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
 6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: 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: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide

for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
12. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
13. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

14. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
15. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
16. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
17. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
18. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
19. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
20. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
21. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review

of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
22. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable

to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

23. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
24. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
25. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **See Article 1.08 for descriptions of any additional activities or deliverables.**
26. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

27. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- 1.07 Post-Construction Phase
- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. **See Article 1.08 for descriptions of any additional activities or deliverables.**
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.
- 1.08 Project-Specific Scope, Schedule, Owner/Engineer Responsibilities, and Assumptions
- A. Project Description: An American Recovery Plan Act Tennessee Department of Environment & Conservation (TDEC) Water Resource Protection competitive grant has been awarded to the Owner for raw water source improvements at the Owner's existing water treatment plant (WTP) located at 298 Portland Lake Rd, Portland, TN 37148. The WTP withdraws water from the West Fork Drakes Creek under normal flow conditions. When drought conditions are severe, flows in the creek are diminished and supplemental flow is pulled from the Owner's emergency water supply reservoir, City Lake. The reliable yield of these combined water supplies has been established as 2 million gallons per day (mgd). The primary goal of the proposed improvements is to increase this water source reliable yield. This will be

accomplished by making improvements in the WTP's ability to harvest water from the creek when excess flows are available as well as increasing the storage capacity of City Lake. The primary components to achieve this will be a new raw water intake capable of withdrawing higher flow rates, increased pumping and conveyance pipe capacity, and increased storage capacity. The project will include an evaluation of existing facilities to determine the most economical way of achieving the project objectives within budget, immediately followed by design, bid, and construction phases. TDEC approval of a Withdrawal Aquatic Resource Alteration Permit (ARAP) will be required as part of the proposed improvements and critical to the timeline of the project. Preliminary project schematics are provided in Appendix 2.

B. Project-Specific Scope Details:

1. Task 1: PER (Study and Report Phase)

- a. Development of Preliminary Engineering Report as required for ARPA compliance.
- b. Environmental review documents and environmental agency correspondence as part of permitting process.

2. Task 2: Preliminary Engineering/Survey (Preliminary Design)

a. Raw Water Intake (West Fork Drakes Creek)

- TDEC Withdrawal ARAP permitting, coordination, and meetings.
- Preliminary engineering related to new raw water intake alternatives to meet hydraulic, hydrologic, and permitting requirements.
- Hydrologic modeling of water harvesting scenario based on input and limits dictated by TDEC with Technical Memorandum and establish a new water source reliable yield based on those limits.
- Survey of existing/proposed intake locations, existing raw water line alignment, existing raw water harvesting line to discharge location at City Lake, existing 12" and 16" finish water lines parallel to raw water harvesting line.
- Limits of areas to be surveyed (per Exhibits 1-3 in Appendix 2).
- Geotechnical investigation (2 bores)
- Development of Opinion of Probable Cost (OPC)

b. Raw Water Pump Station (West Fork Drakes Creek to City Lake)

- Preliminary engineering/evaluation of existing Raw Water Pump Station (RWPS) for compatibility to increase capacity to the proposed raw water harvesting flow rate of 15 mgd. Evaluation to include review of system hydraulics, constructability, and impact to existing electrical supply/MCC.
- Preliminary engineering/evaluation of existing raw water/harvesting line between the creek and City Lake discharge point
- Development of preliminary alternative to construct new RWPS located north of the existing facility.

- Development of OPC for both options for Owner review and selection of alternative.
- c. Low Service Pump Station (City Lake to WTP)
- Preliminary engineering/evaluation related to the installation of a Low Service Pump Station (LSPS) to pump from the lake to the WTP should the existing raw water pump station be utilized to pump from the creek to the lake.
 - Evaluation of modifications and pump upgrades to the existing RWPS to use as LSPS only.
 - Evaluation of LSPS location, site piping modifications/upgrades, lake intake alternatives, and electrical requirements.
 - Development of OPC for both options for Owner review and selection of alternative.
 - Based on the findings from Tasks 2B and 2C, the two design alternatives will be:
 1. Construct a new RWPS and utilize the existing RWPS as the LSPS. (Base Design – Appendix 2, Exhibit 1)
 2. Utilize the existing RWPS and construct a new LSPS. (Alternate Design – Appendix 2, Exhibit 2)
- d. Other Engineering
- Cost/benefit analysis to determine raw/finish water pipe sizing vs RWPS motor sizing.
 - Development of OPC for sediment curtain and site piping alternatives for Owner Review.
- e. City Lake Dam Modifications
- Feasibility study to evaluate alternatives for a dam raise considering construction costs, real estate concerns, operational and maintenance impacts, optimization potential, resiliency to anticipated changes in design, environmental considerations, and jurisdictional needs. The study would result in a feasibility memorandum comparing alternatives, and providing a final recommendation based on the evaluations and discussion of the results and a budgetary OPC. A cursory review, precluded by not having any site-specific information, indicates that raising the dam by 3-5 feet, to meet short term storage goals, and either maintaining or raising the spillway may be feasible if the dam and its foundation are found in satisfactory condition. The feasibility study will also evaluate raising the dam 15 feet to meet a long-term storage goals.
 - Preliminary engineering will include, site reconnaissance, review of existing geotechnical report dated March 5, 2014 by GM&C, supplemental geotechnical investigation (3 holes), spillway way improvements/modifications, development of alternatives for dam

improvements, road realignment so as to not impact adjacent properties, locate spring feeding the lake and evaluate impact with increased water level

- Development of OPC for both options for Owner review and selection of alternative.

f. Preliminary Engineering Review and Owner Approval to Proceed to Design Phase

- The current project includes \$4,250,000 in ARPA grant funding with a local match of \$750,000. Once alternatives and OPC's have been developed for the various components of the project, the information will be summarized and presented to the Owner for review. Should the project budget and combined OPC not align, the Owner may seek additional funding or the scope of design and construction efforts may be adjusted to reconcile with the current budget.
- Scope of work also includes:
 - Coordination with funding agency and grant administrator for duration of Phase.
 - Project Management for duration of the Phase.
 - Owner meetings and workshops for duration of the Phase.

3. Task 3: Engineering and Design Services to Include (Final Design):

a. Raw Water Intake Base Design Scope:

- Design for the installation of two new passive half intake screens with airburst system. Estimated 8' wide by 24' long concrete pad for mounting of screens. The proposed peak flow capacity is 15 mgd.
- Design for manually operated airburst system with block enclosure located above flood plain. Includes structural and electrical design. Estimated building footprint of 10'x10' and to be located above flood plain. (10'x16' building if electrical for new RWP is included)
- Site piping to connect new intake assembly with existing raw water line and anchoring system as required.

b. Alternate Intake Design:

- If TDEC permitting won't allow for the installation of the above proposed intake, an alternate design will be completed to meet withdrawal requirements. An example design would include physical components that only allow for withdrawal when pool depths are in excess of minimums established by TDEC. Design is estimated to include a 4' by 4' by 24' long concrete chamber installed on the bank with intake screens facing the creek. An interior wall with a weir plate on top would be set an elevation in relation to the low head dam and establish through coordination with TDEC withdrawal ARAP process. Flow will spill over the wall inside the chamber and discharge to the raw water intake line.

c. Pump Station Base Design Scope (Appendix 2, Exhibit 1):

- Design for a new below grade RWPS to increase raw water pumping capacity to 15 mgd. The PS would be located approximately 300-500 LF upstream of the existing RWPS. The pump station suction piping would connect to the existing 24" raw water line and be capped to redirect flow to the new RWPS. (vault/flow meter?)
- Electrical supply to new pump station electrical building
- Electrical for the new RWPS is proposed to be included in airburst system building and would be constructed above the flood plain.
- Design of approximately 1,000 LF of new raw water main (sized TBD) would be installed to connect to the existing 16" raw water harvesting line.
- Design of approximately 2,500 LF of new 24" finish water main to allow for the existing 16" finish water main to be converted to a parallel raw water harvesting line (Appendix 2, Exhibit 3).
- Design of new floating decanter intake to replace existing City Lake intake assembly. New assembly would connect to existing discharge pipe located at the base of the dam on the submerged side.
- Design of new sediment curtain for City Lake located near raw water harvesting discharge outfall.
- The existing RWPS will be converted to a LSPS with the replacement of the raw water pumps to align with the new head conditions (proposed pressure flow from the lake vs existing gravity supply from the creek)
- Relocation of high service VFD's to control the LS pumps.
- Design also includes replacement of HS VFD's compatible with future requirements.
- Site piping between the lake intake and the LSPS piping is not proposed to be adjusted.

d. Permitting

- Submittal to TDEC for review and approval of the drawings, technical specifications and the required report and calculations. Includes permit review fee.
- Submittal to TDEC for withdrawal ARAP approval. Includes permit review fee.
- Submittal content to TDEC SWIG group
- Submittal of ARAP for dam modifications and on-site stream crossings. Includes permit review fee.
- Submittal of SWPPP to TDEC DWR. Includes permit review fee.
- Submittal of COE permit.
- Submittal of permits related to dam modifications.

e. Coordination with funding agency and grant administrator for duration of Phase.

f. Project Management for duration of the Phase.

g. Owner meetings and workshops for duration of the Phase.

h. Pump Station Alternate Design Scope (Appendix 2, Exhibit 2):

- Utilize the existing RWPS and replace the existing 3 raw water pumps with 5 mgd pumps to increase raw water pumping capacity to City Lake to 15 mgd. The existing electrical MCC is not adequate to support the proposed load and will require component upgrades or entire replacement. Design will include necessary elevation modifications to raw water discharge header and related piping to match flow capacity.
- Design for a new 5 mgd below grade LSPS to pump from City Lake to the WPT. The LSPS would be located downhill of the existing dam as shown in Appendix 2, Exhibit 2.
- Design of new electrical and chemical feed building to service the new LWPS.
- Relocation of high service VFD's to LSPS.
- The existing RWPS generator power supply would be reconfigured to support the LSPS electrical supply.
- Site piping modification to connect new LSPS to existing WTP supply line.
- Design also includes replacement of HS VFD's compatible with future requirements.
- Electrical design for the addition of Variable Frequency Drives (VFD) sized for new pump motors.
- Design of approximately 500 LF of raw water main (sized TBD) between RWPS and existing 16" raw water harvesting line to increase capacity to 15 mgd.
- Design of site piping to connect the new LSPS to the existing 16" RWPS discharge line.
- Design of approximately 2,500 LF of new 24" finish water main to allow for the existing 16" finish water main to be converted to a parallel raw water harvesting line.
- Design of new floating decanter intake to replace existing City Lake intake assembly. New assembly would connect to existing discharge pipe located at the base of the dam on the submerged side.

i. Two Construction Documents/Bid packages will be developed as follows:

- Plans and specs for work related to the creek and lake intakes, RWPS and LWPS, site piping, and related appurtenances.
- Plans and specs for work related dam and spillway modifications, realignment of Portland Lake Road and related appurtenances.

4. Task 4: Bidding Services

a. Bidding Services will include the following services for 2 Prime Contracts:

- 1) Prepare the advertisement for bids.
- 2) Assist the Owner with posting the bid advertisement with on-line plan rooms.
- 3) Respond to RFIs from bidders and prepare and distribute addendums.
- 4) Prepare for and attend bid opening.
- 5) Tabulate bids and review bids for compliance to the bid documents.

- 6) Provide a recommendation for award to the Owner.
 - 7) Conform bid document into contract documents for execution.
 - 8) Coordination with funding agency and grant administrator for duration of Phase.
 - 9) Project Management for duration of the Phase.
5. Task 5: Construction Administration Services
 - a. Construction Administration Services will include the following services for 2 Prime Contracts:
 - 1) Develop / Deliver Conformed Documents.
 - 2) Pre-Construction Conference.
 - 3) Submittal & RFI (Request for Information) Processing.
 - 4) Monthly Progress Meetings for duration of construction as shown on schedule.
 - 5) Pay Estimate Processing for duration of construction as shown on schedule.
 - 6) Daily Field Report Tracking.
 - 7) Change Order Review & Processing.
 - 8) Coordination with funding agency and grant administrator for duration of Phase.
 - 9) Project Management for duration of the Phase.
6. Task 6: Resident Project Representative Services
 - a. RPR Services will include the following services for 2 Prime Contracts:
 - 1) Completing Construction Daily Reports in the format acceptable to the Owner.
 - 2) Fully document site conditions and any corrective action required.
 - 3) Capture digital photos as necessary and document conditions and construction progress.
 - 4) Work with the project staff to ensure items and materials are accounted for to achieve proper project closeout.
 - 5) Document contractor personnel present on site.
 - 6) Document weather conditions on site.
 - 7) Document and verify appropriate safety measures are used on site.
 - 8) Working with contractor to verify quantities daily and balance items as work items are completed.
 - 9) Construction observation while the contractor is on site.
 - 10) This scope of work does not include material testing.
7. Assumptions and Clarifications

- a. The Engineer has made assumptions in the development of the Scope of Services:
 - 1) The Scope of Work for Preliminary Engineering and Design services is strictly limited to the two presented construction alternatives as shown in Appendix 2 (Exhibits 1, 2, and 3).
 - 2) Engineering services related to obtaining a TDEC withdrawal ARAP permit is limited to meetings, coordination, hydrologic modeling, and completing the permit to be submitted. Aquatic survey's, water quality testing, short- or long-term stream monitoring, or any other specialty data gathering study requested by TDEC is not included within the scope of work and would be performed as additional services.
 - 3) A Phase 1 NEPA environmental permit is not included as part of the presented scope of work.
 - 4) The Schedule presented herein assumes that the Owner will review milestone submittals, provide comments, and return design documents to Engineer within 14 calendar days; Final Design documents need to be returned within 7 calendar days.
 - 5) The RPR services is assumed to be quasi-intermittent over the proposed 12-month construction period as lead times for equipment and saturated conditions may affect construction activities. To represent this potential reality appropriately within the RPR budget, it was assumed periodic observation between these two jobs will result in 30 hours of RPR per week over the 12-month construction duration.
 - 6) For Task 6, RPR, the Standard Billing Rates will apply. RPR shall have a bill rate of \$110/hr.
8. Responsibilities of the Owner
 - a. The Owner will locate existing on-site utilities, provide relevant record drawings and WTP O&M related documents as needed.
 - b. Upon completion of Task 2, The Owner will review the developed OPC. and based on project grant funding.
 - c. The Owner will review 60% drawings to confirm alignment and 90% drawings prior to final design documents being issued.
 - d. The Owner will make payment for all permit application fees as well as agency approval review costs. Engineer has not included the cost of these in our Fees summarized herein.

9. Project Schedule

The following project schedule milestones are generally based on the submitted grant application:

Task 1 - Study and Report Phase	April 29, 2024
Task 2 - Preliminary Design Phase	February 29, 2024

Task 3 - Final Design Phase

- 60% Design May 31, 2024
- 100% Construction Documents June 28, 2024

Task 4 – Bidding

- Advertisement for Bid August 16, 2024
- Bid Opening September 19, 2024
- Contract Award December 13, 2024
- Conform Documents January 31, 2025

Task 5 – Construction Administration Phase

- Pre-Construction Conference January 31, 2025
- Construction Start Date February 28, 2025*
- Construction Final Completion Date February 27, 2026**
- Project Closeout March 27, 2026

Task 6 - Resident Project Representative February 27, 2026

** Dependent on receipt of materials*

*** Assuming a 12-month construction duration*

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner’s Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

- d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
- 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
- 5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
- 6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
- 7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
- 8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
- 9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
- 10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
- 11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
- 12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
 7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
 9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
- 10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
 - 11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
 - 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
 - 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 - 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
 - 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
 - 19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or

otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: [Name of Owner]

Engineer: [Name of Engineer]

Project: [Name of Project]

Effective Date of Owner-Engineer Agreement: [Effective Date of Agreement]

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is [Enter Effective Date of Amendment].

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide part-time services during construction, with an assumed average of 30 hours per week.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Notice Date: _____ Effective Date of the Construction Contract: _____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

- 1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
- 2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A

format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

- a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.
2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification (drafting program (AutoCAD or Microstation) to be determined by Owner.	Email w/ Attach or LFE	DWG or DGN	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader			
DWG	Autodesk® AutoCAD *.dwg format			
DGN	Bentley® Microstation *.dgn format			
DOC	Microsoft® Word *.docx format			
EXC	Microsoft® Excel *.xlsx, *.xml, or *.csv format			
DB	Microsoft® Access *.mdb format			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1 million
Each employee	\$1 million
Policy limit	\$1 million
Commercial General Liability	
General Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Bodily Injury and Property Damage—Each Occurrence	\$1 million
Automobile Liability	
Bodily Injury	
Each Person	\$1 million
Each Accident	\$1 million
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1 million
Excess or Umbrella Liability	
Each Occurrence	\$2 million
General Aggregate	\$2 million
Professional Liability	
Each Claim	\$2 million
Annual Aggregate	\$4 million
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$N/A
General Aggregate	\$N/A
Other Insurance [Specify]	
Each Claim	\$N/A
General Aggregate	\$N/A

Exhibit G—Insurance.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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Page 1 of 2

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
OHM Advisors	34000 Plymouth Road, Livonia, MI 48150
Geosyntec Consultants	200 E Main Street, 6th Floor, Johnson City, TN 37601
Cornerstone Engineering, Inc.	5120 Virginia Way, Ste. C21, Nashville, TN, 37027
American Geotechnical & Environmental, Inc.	P.O. Box 681237, Franklin, TN, 37068-1237

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) 1.01, Mutual Indemnification, and 1.02, Limitation of Engineer's Liability.

1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of \$1,127,200.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$55,000.00
b. Preliminary Design Phase	\$230,200.00
c. Final Design Phase	\$549,000.00
d. Bidding and Negotiating Phase	\$55,000.00
e. Construction Phase	\$238,000.00
f. Post-Construction Phase	\$0

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

5. The estimated distribution of compensation listed above is based on the Engineer's calculations on fees for key subtasks. This information is provided for informational purposes and is listed in Table 1.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **27** months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

TABLE 1 – DETAILED FEE BREAKDOWN

Task 1 - Study and Report Phase	\$55,000.00
Task 2 - Preliminary Design Phase	
• Preliminary Engineering/OPC	\$65,500.00
• Survey	\$17,400.00
• TDEC Withdrawal ARAP Preliminary	\$23,000.00
• Geotechnical Subconsultant	\$15,400.00
• Structural Subconsultant	\$17,600.00
• Dam Subconsultant	\$82,500.00
• Funding Agency Coordination	\$4,400.00
• Project Management	\$4,400.00
Task 2 – Preliminary Design Phase SUBTOTAL	\$230,200.00
Task 3 - Final Design Phase	
• Process/Site/Dam/Transportation	\$220,500.00
• Electrical	\$55,000.00
• Structural Subconsultant	\$38,500.00
• Dam Subconsultant	\$187,000.00
• Permitting	\$34,000.00
• Funding Agency Coordination	\$4,000.00
• Project Management	\$10,000.00
Task 3 – Final Design Phase SUBTOTAL	\$549,000.00
Task 4 - Bidding	\$55,000.00
Task 5 - Construction Administration Phase	
• OHM	\$183,000.00
• Dam Subconsultant	\$55,000.00
Task 5 – Construction Admin SUBTOTAL	\$238,000.00
Task 6 - Resident Project Representative	See Exhibit J, Article 2 for Rate Table
Total (Tasks 1-5, LUMP SUM)	\$1,127,200.00

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

ARTICLE 2—COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any. Standard Hourly Rates are set forth in Appendix 1, Standard Hourly Rates Schedule.
2. The total compensation under this paragraph is estimated to be **\$172,000** based upon an average of 30 hours per week of RPR services, Monday through Friday over an assumed concurrent construction duration of 12 months.
3. Standard Hourly Rates will also be used to charge for any Additional Services as agreed to between the Owner and Engineer.

B. Other Provisions Concerning Payment

1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.1.
2. Factors: The Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or

terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer for RPR-related services and expenses.
5. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**APPENDIX 1: 2024 STANDARD HOURLY RATES SCHEDULE**

Professional Engineer IV / Professional Architect IV / Senior Interior Designer IV	\$200
Professional Engineer III / Professional Architect III / Senior Interior Designer III	\$182
Professional Engineer II / Professional Architect II / Senior Interior Designer II	\$168
Professional Engineer I / Professional Architect I / Senior Interior Designer I	\$156
Graduate Engineer IV	\$158
Graduate Engineer III	\$150
Graduate Engineer II	\$145
Graduate Engineer I	\$135
Project Specialist II	\$165
Project Specialist I	\$135
Graduate Architect III / Landscape Architect III / Graduate Interior Designer III	\$145
Graduate Architect II / Landscape Architect II / Graduate Interior Designer II	\$128
Graduate Architect I / Landscape Architect II / Graduate Interior Designer II	\$118
Technician IV	\$153
Technician III	\$135
Technician II	\$120
Technician I	\$102
Engineering / Architectural Aide / Interior Design Aide	\$80
Professional Surveyor III	\$175
Professional Surveyor II	\$162
Professional Surveyor I	\$146
Graduate Surveyor	\$132
Surveyor III	\$135
Surveyor II	\$120
Surveyor I	\$105
Surveyor Aide	\$80
Planner IV	\$170
Planner III	\$153
Planner II	\$129
Planner I	\$110
Planner Aide	\$75
Graphic Designer	\$125
Administrative Support	\$95
Clerical Aide	\$80
Principal	\$235
Sr. Associate	\$215
Associate	\$205
2-Man Survey Crew w/Equipment	\$195
1-Man Survey Crew w/Equipment	\$145
Drone Crew	\$200

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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Page 1 of 1

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 12/29/2023.

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

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Portland

Engineer: Orchard, Hiltz, and McCliment, Inc. (dba OHM Advisors)

Project: Raw Water Source Improvements

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

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- X Modifications to other terms and conditions of the Agreement

Description of Modifications:

**The language below amends Article 8.04 (Engineer's Certifications) – GOVERNING PROVISIONS
RELATED TO STATE OF TENNESSEE AMERICAN RESCUE PLAN PROJECTS**

- A. Conflicts of Interest. ENGINEER agrees that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an office agent, employee, subcontractor, or Engineer to the ENGINEER in connection with any work contemplated or performed relative to this Grant Contract.
- B. Nondiscrimination. ENGINEER hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of ENGINEER in the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by the Federal, Tennessee State constitutional, or statutory

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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- law. ENGINEER shall, upon request, show proof of nondiscrimination policy and post in conspicuous places, available to all employee and applicants, notices of nondiscrimination.
- C. Public Accountability. If ENGINEER is subject to Tennessee Code Annotated, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by ENGINEER on behalf of the State, ENGINEER agrees to establish a system through which recipients of services may present grievances about the operation of the service program.
 - D. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by ENGINEER shall include the statement, "This project is funded under an agreement with the State of Tennessee". Any such notices by CONSULTANT shall be approved by the Department.
 - E. Records. ENGINEER (and any approved Subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of ENGINEER (and any approved Subcontractor), insofar as they related to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee, published by the Tennessee Comptroller of the Treasury and found at <https://www.comptroller1.state.tn/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the Internal Control and Compliance Manual for Tennessee Municipalities, published by the Tennessee Comptroller of the Treasury and found at the <http://www.comptroller1.state.tn.us/ma/citymaual.asp> and in accordance with GFOA's publication, Governmental Accounting and Financial Reporting.
 - F. Monitoring. ENGINEER activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.
 - G. State and Federal Compliance. ENGINEER shall comply with all applicable State of Tennessee and federal laws and regulations in the performance of this Grant Contract.
 - H. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. ENGINEER agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. ENGINEER acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any under Tennessee Code Annotated Sections 9-8-101 through 9-8-407.
 - I. Title VI. ENGINEER shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. ENGINEER shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.
 - J. Americans with Disabilities Act. ENGINEER shall comply with all the requirements imposed by the Americans with Disabilities Action of 1990-42 U.S.C. § 12101, et seq and the regulations of the federal government issued thereunder.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Portland

Orchard, Hiltz, & McCliment, Inc.

By:

Print

name: Mike Callis

By:

Print

name: David Krock, P.E.

Title: Mayor

Title: Vice President

Date Signed:

Date Signed: 12/29/2023



City of Portland

Base Design

APPENDIX 2

Exhibit 1

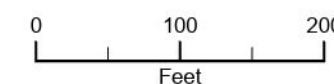
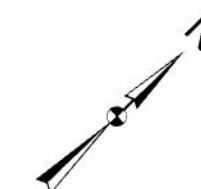
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656 Flood Elevation

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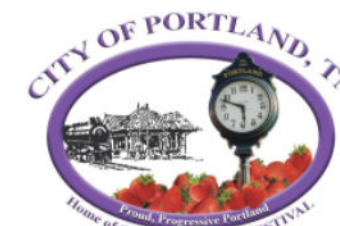
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Coordinate System: NAD 1983 HARN StatePlane Tennessee FIPS 4100 Feet

Map Published: December 26, 2023

Service Layer Credits: Hybrid Reference Layer: Esri Community Maps Contributors, Tennessee STS GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA





City of Portland

Alternate Design

APPENDIX 2

Exhibit 2

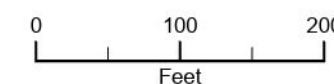
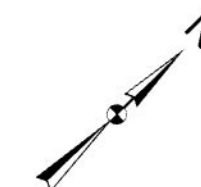
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Source: OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

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Map Published: December 26, 2023

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City of Portland

Raw and Finish Water Main Improvements

APPENDIX 2

Exhibit 3

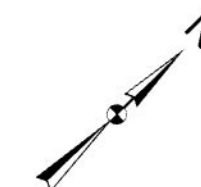
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Contour

— 656 Flood Elevation

— <all other values>

SumnerParcels_202312



0 100 200
Feet

Source: OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 HARN StatePlane Tennessee FIPS 4100 Feet

Map Published: December 26, 2023

Service Layer Credits: Hybrid Reference Layer: Esri Community Maps Contributors, Tennessee 575 GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ORDINANCE

City of Portland, Tennessee

No. 24 – 05

First Second Reading

AN ORDINANCE TO ENTER AN AGREEMENT WITH OHM ADVISORS TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF PORTLAND AMERICAN RESCUE PLAN ACT (ARPA) COMPETITIVE RESOURCE PROTECTION PROJECT.

WHEREAS, this project is deemed necessary to provide resilient infrastructure for extreme weather events and to support strategic investments in water system challenges; and

WHEREAS, funding for this project will include \$4,250,000 from the State Water Infrastructure Grant (SWIG) money from the ARPA Competitive portion and \$750,000 matching funds from the City of Portland; and

WHEREAS, OHM Advisors fee shall not exceed \$1,365,000 which provides the following services; and

Task 1 – Study and Report Phase	\$ 55,000
Task 2 – Preliminary Design Phase	\$230,200
Task 3 – Final Design Phase	\$549,000
Task 4 – Bidding	\$ 55,000
Task 5 – Construction Administration Phase	\$238,000
Task 6 – Resident Project Representative	\$172,000
Incidentals 5%	\$ 65,800
Total Estimated Fee	\$1,365,000

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to enter into an agreement with OHM Advisors in the amount not to exceed \$1,365,000 to provide engineering services for the ARPA Resource Protection project; and

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:
Passed Second Reading:

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Portland** (Owner) and **Orchard, Hiltz, and McCliment, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Raw Water Source Improvements** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Professional services for study, preliminary engineering, final design documents, and construction-phase services for the construction of raw water source improvements to increase the source reliable yield for the Owner's water treatment plant. This project is being funded by the American Recovery Plan Act (ARPA), administered by the Tennessee Department of Environment & Conservation (TDEC).**

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
 4. Perform or provide the following:
 - a. Locate existing on-site utilities, provide relevant record drawings and WTP O&M related documents as needed.
 - b. Review 60% drawings to confirm alignment of proposed utilities and 90% drawings prior to final design documents being issued.
 - c. Make payment for all permit application fees as well as agency approval review costs. The proposed Lump Sum fee in this Agreement does not include the cost of these items.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$1,127,200.00	Lump Sum
2.	Resident Project Representative Services	\$172,000.00	Standard Rates
4.	Additional Services (Article 2 of Exhibit A)		Standard Rates

Based on a **12-month** continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. Compliance with Laws and Regulations, and Policies and Procedures
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.

- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and

any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer’s services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time

of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents,

employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. **Construction Cost**—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.

23. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. **Owner**—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. **Record Drawings**—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. **Site**—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. **Subconsultant**—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. **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.
37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other

such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule **[NOT USED]**
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution **[NOT USED]**
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.
- K. Exhibit K, Amendment to Owner-Engineer Agreement (Governing Provisions Related to State of Tennessee American Rescue Plan Projects)

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral

understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.
- B. **Engineer further certifies that it meets the requirements set forth in Exhibit K, which lists governing provisions related to projects funded by the State of Tennessee through the American Rescue Plan Act (ARPA).**

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____

Owner:

City of Portland
By: _____
(individual's signature)
Date: _____
(date signed)
Name: Mike Callis
(typed or printed)
Title: Mayor
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)
Title: _____
(typed or printed)

Address for giving notices:

100 S. Russell Street

Portland, TN 37148

Designated Representative:

Name: Bryan Price
(typed or printed)
Title: Director of Utilities
(typed or printed)

Address:

100 S. Russell Street

Portland, TN 37148

Phone: 615.323.1437

Email: BPrice@CityofPortland.gov

Engineer:

Orchard, Hiltz, and McCliment, Inc.
By: _____
(individual's signature)
Date: _____
(date signed)
Name: David Krock, P.E.
(typed or printed)
Title: Vice President
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)
Title: _____
(typed or printed)

Address for giving notices:

209 10th Avenue, Suite 154

Nashville, TN 37203

Designated Representative:

Name: Brian Whitaker
(typed or printed)
Title: Principal in Charge
(typed or printed)

Address:

209 10th Avenue, Suite 154

Nashville, TN 37203

Phone: 615.610.5235

Email: Brian.Whitaker@OHM-Advisors.com

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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Engineer shall provide Basic and Additional Services as set forth below. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services. Articles 1.01 to 1.07 (Basic Services) include a general description of pre-design, design, and construction-phase tasks that are anticipated to occur during the project referenced in this Agreement. Article 1.08 includes the project-specific scope and schedule as determined to be necessary to complete the Raw Water Source Improvements Project. The basis for the schedule and project fee in this Agreement are from the specific scope and assumptions listed in Article 1.08

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer’s services will include management of Engineer’s Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - b. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A tasks.
3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
5. Prepare and submit monthly engineering services progress reports to the Owner, to be included with monthly invoices. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: **[NOT APPLICABLE]**
7. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase

- A. Engineer shall:
 1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
 3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
 4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
 5. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
 6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study

and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Project Strategies, Technologies, and Techniques."
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
13. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report

Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

- d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.
- e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
 - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

- a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
- b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:

- a. **See Article 1.08 for descriptions of any additional reports or deliverables.**

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services);

selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
3. Prepare a Preliminary Design Phase Report.
4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:
 - a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.
 - d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

- e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - f. Revised opinions of probable Construction Cost.
 - g. The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;
 - h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
 - i. The effect of permits and authorizations by other entities and utility coordination needs on the Project.
 - j. Other matters and information pertinent to addressing the Project Goals.
5. In preparing the Preliminary Design Phase Report, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
 6. Visit the Site as needed to prepare the Preliminary Design Phase Report.
 7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
 8. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
 9. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

- b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.
- c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

- a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
- b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
- c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
- b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and

obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
13. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
 - a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. **See Article 1.08 for descriptions of any additional deliverables.**
17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the

requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.
 1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **two (2) contracts**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.
- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings

and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

1. First Final Design Phase draft of all Drawings and Specifications.
 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
 3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.
 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:

- a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
 - b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:
 - 1) **Permit applications defined in Article 1.08.**
 - c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
 - g. Engineer does not guarantee issuance of any required permit or approval.
 - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
- 3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 - 4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
 - 5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - 6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
 - 7. Engineer's project manager and other appropriate staff will participate in meetings to review milestone drafts of the design documents.

- a. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
- 8. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. **See Article 1.08 for descriptions of any additional activities or deliverables.**
- G. Engineer shall complete the Final Design Phase as follows:
 - 1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
 - 2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
 - 3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 - 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
 - 4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution

by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
6. Consult with Owner as to the qualifications of prospective contractors.
7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. **See Article 1.08 for descriptions of any additional activities or deliverables.**
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
 1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract.

Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

- a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
 4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
 5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
 6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: 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: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide

for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
12. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
13. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

14. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
15. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
16. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
17. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
18. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
19. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
20. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
21. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review

of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
22. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable

to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

23. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
24. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
25. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **See Article 1.08 for descriptions of any additional activities or deliverables.**
26. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

27. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- 1.07 Post-Construction Phase
- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. **See Article 1.08 for descriptions of any additional activities or deliverables.**
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.
- 1.08 Project-Specific Scope, Schedule, Owner/Engineer Responsibilities, and Assumptions
- A. Project Description: An American Recovery Plan Act Tennessee Department of Environment & Conservation (TDEC) Water Resource Protection competitive grant has been awarded to the Owner for raw water source improvements at the Owner's existing water treatment plant (WTP) located at 298 Portland Lake Rd, Portland, TN 37148. The WTP withdraws water from the West Fork Drakes Creek under normal flow conditions. When drought conditions are severe, flows in the creek are diminished and supplemental flow is pulled from the Owner's emergency water supply reservoir, City Lake. The reliable yield of these combined water supplies has been established as 2 million gallons per day (mgd). The primary goal of the proposed improvements is to increase this water source reliable yield. This will be

accomplished by making improvements in the WTP's ability to harvest water from the creek when excess flows are available as well as increasing the storage capacity of City Lake. The primary components to achieve this will be a new raw water intake capable of withdrawing higher flow rates, increased pumping and conveyance pipe capacity, and increased storage capacity. The project will include an evaluation of existing facilities to determine the most economical way of achieving the project objectives within budget, immediately followed by design, bid, and construction phases. TDEC approval of a Withdrawal Aquatic Resource Alteration Permit (ARAP) will be required as part of the proposed improvements and critical to the timeline of the project. Preliminary project schematics are provided in Appendix 2.

B. Project-Specific Scope Details:

1. Task 1: PER (Study and Report Phase)

- a. Development of Preliminary Engineering Report as required for ARPA compliance.
- b. Environmental review documents and environmental agency correspondence as part of permitting process.

2. Task 2: Preliminary Engineering/Survey (Preliminary Design)

- a. Raw Water Intake (West Fork Drakes Creek)
 - TDEC Withdrawal ARAP permitting, coordination, and meetings.
 - Preliminary engineering related to new raw water intake alternatives to meet hydraulic, hydrologic, and permitting requirements.
 - Hydrologic modeling of water harvesting scenario based on input and limits dictated by TDEC with Technical Memorandum and establish a new water source reliable yield based on those limits.
 - Survey of existing/proposed intake locations, existing raw water line alignment, existing raw water harvesting line to discharge location at City Lake, existing 12" and 16" finish water lines parallel to raw water harvesting line.
 - Limits of areas to be surveyed (per Exhibits 1-3 in Appendix 2).
 - Geotechnical investigation (2 bores)
 - Development of Opinion of Probable Cost (OPC)
- b. Raw Water Pump Station (West Fork Drakes Creek to City Lake)
 - Preliminary engineering/evaluation of existing Raw Water Pump Station (RWPS) for compatibility to increase capacity to the proposed raw water harvesting flow rate of 15 mgd. Evaluation to include review of system hydraulics, constructability, and impact to existing electrical supply/MCC.
 - Preliminary engineering/evaluation of existing raw water/harvesting line between the creek and City Lake discharge point
 - Development of preliminary alternative to construct new RWPS located north of the existing facility.

- Development of OPC for both options for Owner review and selection of alternative.
- c. Low Service Pump Station (City Lake to WTP)
- Preliminary engineering/evaluation related to the installation of a Low Service Pump Station (LSPS) to pump from the lake to the WTP should the existing raw water pump station be utilized to pump from the creek to the lake.
 - Evaluation of modifications and pump upgrades to the existing RWPS to use as LSPS only.
 - Evaluation of LSPS location, site piping modifications/upgrades, lake intake alternatives, and electrical requirements.
 - Development of OPC for both options for Owner review and selection of alternative.
 - Based on the findings from Tasks 2B and 2C, the two design alternatives will be:
 1. Construct a new RWPS and utilize the existing RWPS as the LSPS. (Base Design – Appendix 2, Exhibit 1)
 2. Utilize the existing RWPS and construct a new LSPS. (Alternate Design – Appendix 2, Exhibit 2)
- d. Other Engineering
- Cost/benefit analysis to determine raw/finish water pipe sizing vs RWPS motor sizing.
 - Development of OPC for sediment curtain and site piping alternatives for Owner Review.
- e. City Lake Dam Modifications
- Feasibility study to evaluate alternatives for a dam raise considering construction costs, real estate concerns, operational and maintenance impacts, optimization potential, resiliency to anticipated changes in design, environmental considerations, and jurisdictional needs. The study would result in a feasibility memorandum comparing alternatives, and providing a final recommendation based on the evaluations and discussion of the results and a budgetary OPC. A cursory review, precluded by not having any site-specific information, indicates that raising the dam by 3-5 feet, to meet short term storage goals, and either maintaining or raising the spillway may be feasible if the dam and its foundation are found in satisfactory condition. The feasibility study will also evaluate raising the dam 15 feet to meet a long-term storage goals.
 - Preliminary engineering will include, site reconnaissance, review of existing geotechnical report dated March 5, 2014 by GM&C, supplemental geotechnical investigation (3 holes), spillway way improvements/modifications, development of alternatives for dam

improvements, road realignment so as to not impact adjacent properties, locate spring feeding the lake and evaluate impact with increased water level

- Development of OPC for both options for Owner review and selection of alternative.

f. Preliminary Engineering Review and Owner Approval to Proceed to Design Phase

- The current project includes \$4,250,000 in ARPA grant funding with a local match of \$750,000. Once alternatives and OPC's have been developed for the various components of the project, the information will be summarized and presented to the Owner for review. Should the project budget and combined OPC not align, the Owner may seek additional funding or the scope of design and construction efforts may be adjusted to reconcile with the current budget.
- Scope of work also includes:
 - Coordination with funding agency and grant administrator for duration of Phase.
 - Project Management for duration of the Phase.
 - Owner meetings and workshops for duration of the Phase.

3. Task 3: Engineering and Design Services to Include (Final Design):

a. Raw Water Intake Base Design Scope:

- Design for the installation of two new passive half intake screens with airburst system. Estimated 8' wide by 24' long concrete pad for mounting of screens. The proposed peak flow capacity is 15 mgd.
- Design for manually operated airburst system with block enclosure located above flood plain. Includes structural and electrical design. Estimated building footprint of 10'x10' and to be located above flood plain. (10'x16' building if electrical for new RWP is included)
- Site piping to connect new intake assembly with existing raw water line and anchoring system as required.

b. Alternate Intake Design:

- If TDEC permitting won't allow for the installation of the above proposed intake, an alternate design will be completed to meet withdrawal requirements. An example design would include physical components that only allow for withdrawal when pool depths are in excess of minimums established by TDEC. Design is estimated to include a 4' by 4' by 24' long concrete chamber installed on the bank with intake screens facing the creek. An interior wall with a weir plate on top would be set an elevation in relation to the low head dam and establish through coordination with TDEC withdrawal ARAP process. Flow will spill over the wall inside the chamber and discharge to the raw water intake line.

c. Pump Station Base Design Scope (Appendix 2, Exhibit 1):

- Design for a new below grade RWPS to increase raw water pumping capacity to 15 mgd. The PS would be located approximately 300-500 LF upstream of the existing RWPS. The pump station suction piping would connect to the existing 24" raw water line and be capped to redirect flow to the new RWPS. (vault/flow meter?)
- Electrical supply to new pump station electrical building
- Electrical for the new RWPS is proposed to be included in airburst system building and would be constructed above the flood plain.
- Design of approximately 1,000 LF of new raw water main (sized TBD) would be installed to connect to the existing 16" raw water harvesting line.
- Design of approximately 2,500 LF of new 24" finish water main to allow for the existing 16" finish water main to be converted to a parallel raw water harvesting line (Appendix 2, Exhibit 3).
- Design of new floating decanter intake to replace existing City Lake intake assembly. New assembly would connect to existing discharge pipe located at the base of the dam on the submerged side.
- Design of new sediment curtain for City Lake located near raw water harvesting discharge outfall.
- The existing RWPS will be converted to a LSPS with the replacement of the raw water pumps to align with the new head conditions (proposed pressure flow from the lake vs existing gravity supply from the creek)
- Relocation of high service VFD's to control the LS pumps.
- Design also includes replacement of HS VFD's compatible with future requirements.
- Site piping between the lake intake and the LSPS piping is not proposed to be adjusted.

d. Permitting

- Submittal to TDEC for review and approval of the drawings, technical specifications and the required report and calculations. Includes permit review fee.
- Submittal to TDEC for withdrawal ARAP approval. Includes permit review fee.
- Submittal content to TDEC SWIG group
- Submittal of ARAP for dam modifications and on-site stream crossings. Includes permit review fee.
- Submittal of SWPPP to TDEC DWR. Includes permit review fee.
- Submittal of COE permit.
- Submittal of permits related to dam modifications.

e. Coordination with funding agency and grant administrator for duration of Phase.

f. Project Management for duration of the Phase.

g. Owner meetings and workshops for duration of the Phase.

h. Pump Station Alternate Design Scope (Appendix 2, Exhibit 2):

- Utilize the existing RWPS and replace the existing 3 raw water pumps with 5 mgd pumps to increase raw water pumping capacity to City Lake to 15 mgd. The existing electrical MCC is not adequate to support the proposed load and will require component upgrades or entire replacement. Design will include necessary elevation modifications to raw water discharge header and related piping to match flow capacity.
- Design for a new 5 mgd below grade LSPS to pump from City Lake to the WPT. The LSPS would be located downhill of the existing dam as shown in Appendix 2, Exhibit 2.
- Design of new electrical and chemical feed building to service the new LWPS.
- Relocation of high service VFD's to LSPS.
- The existing RWPS generator power supply would be reconfigured to support the LSPS electrical supply.
- Site piping modification to connect new LSPS to existing WTP supply line.
- Design also includes replacement of HS VFD's compatible with future requirements.
- Electrical design for the addition of Variable Frequency Drives (VFD) sized for new pump motors.
- Design of approximately 500 LF of raw water main (sized TBD) between RWPS and existing 16" raw water harvesting line to increase capacity to 15 mgd.
- Design of site piping to connect the new LSPS to the existing 16" RWPS discharge line.
- Design of approximately 2,500 LF of new 24" finish water main to allow for the existing 16" finish water main to be converted to a parallel raw water harvesting line.
- Design of new floating decanter intake to replace existing City Lake intake assembly. New assembly would connect to existing discharge pipe located at the base of the dam on the submerged side.

i. Two Construction Documents/Bid packages will be developed as follows:

- Plans and specs for work related to the creek and lake intakes, RWPS and LWPS, site piping, and related appurtenances.
- Plans and specs for work related dam and spillway modifications, realignment of Portland Lake Road and related appurtenances.

4. Task 4: Bidding Services

a. Bidding Services will include the following services for 2 Prime Contracts:

- 1) Prepare the advertisement for bids.
- 2) Assist the Owner with posting the bid advertisement with on-line plan rooms.
- 3) Respond to RFIs from bidders and prepare and distribute addendums.
- 4) Prepare for and attend bid opening.
- 5) Tabulate bids and review bids for compliance to the bid documents.

- 6) Provide a recommendation for award to the Owner.
 - 7) Conform bid document into contract documents for execution.
 - 8) Coordination with funding agency and grant administrator for duration of Phase.
 - 9) Project Management for duration of the Phase.
5. Task 5: Construction Administration Services
 - a. Construction Administration Services will include the following services for 2 Prime Contracts:
 - 1) Develop / Deliver Conformed Documents.
 - 2) Pre-Construction Conference.
 - 3) Submittal & RFI (Request for Information) Processing.
 - 4) Monthly Progress Meetings for duration of construction as shown on schedule.
 - 5) Pay Estimate Processing for duration of construction as shown on schedule.
 - 6) Daily Field Report Tracking.
 - 7) Change Order Review & Processing.
 - 8) Coordination with funding agency and grant administrator for duration of Phase.
 - 9) Project Management for duration of the Phase.
6. Task 6: Resident Project Representative Services
 - a. RPR Services will include the following services for 2 Prime Contracts:
 - 1) Completing Construction Daily Reports in the format acceptable to the Owner.
 - 2) Fully document site conditions and any corrective action required.
 - 3) Capture digital photos as necessary and document conditions and construction progress.
 - 4) Work with the project staff to ensure items and materials are accounted for to achieve proper project closeout.
 - 5) Document contractor personnel present on site.
 - 6) Document weather conditions on site.
 - 7) Document and verify appropriate safety measures are used on site.
 - 8) Working with contractor to verify quantities daily and balance items as work items are completed.
 - 9) Construction observation while the contractor is on site.
 - 10) This scope of work does not include material testing.
7. Assumptions and Clarifications

- a. The Engineer has made assumptions in the development of the Scope of Services:
 - 1) The Scope of Work for Preliminary Engineering and Design services is strictly limited to the two presented construction alternatives as shown in Appendix 2 (Exhibits 1, 2, and 3).
 - 2) Engineering services related to obtaining a TDEC withdrawal ARAP permit is limited to meetings, coordination, hydrologic modeling, and completing the permit to be submitted. Aquatic survey's, water quality testing, short- or long-term stream monitoring, or any other specialty data gathering study requested by TDEC is not included within the scope of work and would be performed as additional services.
 - 3) A Phase 1 NEPA environmental permit is not included as part of the presented scope of work.
 - 4) The Schedule presented herein assumes that the Owner will review milestone submittals, provide comments, and return design documents to Engineer within 14 calendar days; Final Design documents need to be returned within 7 calendar days.
 - 5) The RPR services is assumed to be quasi-intermittent over the proposed 12-month construction period as lead times for equipment and saturated conditions may affect construction activities. To represent this potential reality appropriately within the RPR budget, it was assumed periodic observation between these two jobs will result in 30 hours of RPR per week over the 12-month construction duration.
 - 6) For Task 6, RPR, the Standard Billing Rates will apply. RPR shall have a bill rate of \$110/hr.
8. Responsibilities of the Owner
 - a. The Owner will locate existing on-site utilities, provide relevant record drawings and WTP O&M related documents as needed.
 - b. Upon completion of Task 2, The Owner will review the developed OPC. and based on project grant funding.
 - c. The Owner will review 60% drawings to confirm alignment and 90% drawings prior to final design documents being issued.
 - d. The Owner will make payment for all permit application fees as well as agency approval review costs. Engineer has not included the cost of these in our Fees summarized herein.

9. Project Schedule

The following project schedule milestones are generally based on the submitted grant application:

Task 1 - Study and Report Phase	April 29, 2024
Task 2 - Preliminary Design Phase	February 29, 2024

Task 3 - Final Design Phase

- 60% Design May 31, 2024
- 100% Construction Documents June 28, 2024

Task 4 – Bidding

- Advertisement for Bid August 16, 2024
- Bid Opening September 19, 2024
- Contract Award December 13, 2024
- Conform Documents January 31, 2025

Task 5 – Construction Administration Phase

- Pre-Construction Conference January 31, 2025
- Construction Start Date February 28, 2025*
- Construction Final Completion Date February 27, 2026**
- Project Closeout March 27, 2026

Task 6 - Resident Project Representative February 27, 2026

** Dependent on receipt of materials*

*** Assuming a 12-month construction duration*

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner’s Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

- d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
 7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
 9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
- 10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
 - 11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
 - 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
 - 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 - 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
 - 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
 - 19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or

otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: [Name of Owner]

Engineer: [Name of Engineer]

Project: [Name of Project]

Effective Date of Owner-Engineer Agreement: [Effective Date of Agreement]

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is [Enter Effective Date of Amendment].

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide part-time services during construction, with an assumed average of 30 hours per week.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Notice Date: _____ Effective Date of the Construction Contract: _____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

- 1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
- 2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A

format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

- a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.
2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification (drafting program (AutoCAD or Microstation) to be determined by Owner.	Email w/ Attach or LFE	DWG or DGN	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader			
DWG	Autodesk® AutoCAD *.dwg format			
DGN	Bentley® Microstation *.dgn format			
DOC	Microsoft® Word *.docx format			
EXC	Microsoft® Excel *.xlsx, *.xml, or *.csv format			
DB	Microsoft® Access *.mdb format			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1 million
Each employee	\$1 million
Policy limit	\$1 million
Commercial General Liability	
General Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Bodily Injury and Property Damage—Each Occurrence	\$1 million
Automobile Liability	
Bodily Injury	
Each Person	\$1 million
Each Accident	\$1 million
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1 million
Excess or Umbrella Liability	
Each Occurrence	\$2 million
General Aggregate	\$2 million
Professional Liability	
Each Claim	\$2 million
Annual Aggregate	\$4 million
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$N/A
General Aggregate	\$N/A
Other Insurance [Specify]	
Each Claim	\$N/A
General Aggregate	\$N/A

Exhibit G—Insurance.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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Page 1 of 2

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
OHM Advisors	34000 Plymouth Road, Livonia, MI 48150
Geosyntec Consultants	200 E Main Street, 6th Floor, Johnson City, TN 37601
Cornerstone Engineering, Inc.	5120 Virginia Way, Ste. C21, Nashville, TN, 37027
American Geotechnical & Environmental, Inc.	P.O. Box 681237, Franklin, TN, 37068-1237

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) 1.01, Mutual Indemnification, and 1.02, Limitation of Engineer's Liability.

1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of \$1,127,200.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$55,000.00
b. Preliminary Design Phase	\$230,200.00
c. Final Design Phase	\$549,000.00
d. Bidding and Negotiating Phase	\$55,000.00
e. Construction Phase	\$238,000.00
f. Post-Construction Phase	\$0

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

5. The estimated distribution of compensation listed above is based on the Engineer's calculations on fees for key subtasks. This information is provided for informational purposes and is listed in Table 1.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **27** months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

TABLE 1 – DETAILED FEE BREAKDOWN

Task 1 - Study and Report Phase	\$55,000.00
Task 2 - Preliminary Design Phase	
• Preliminary Engineering/OPC	\$65,500.00
• Survey	\$17,400.00
• TDEC Withdrawal ARAP Preliminary	\$23,000.00
• Geotechnical Subconsultant	\$15,400.00
• Structural Subconsultant	\$17,600.00
• Dam Subconsultant	\$82,500.00
• Funding Agency Coordination	\$4,400.00
• Project Management	\$4,400.00
Task 2 – Preliminary Design Phase SUBTOTAL	\$230,200.00
Task 3 - Final Design Phase	
• Process/Site/Dam/Transportation	\$220,500.00
• Electrical	\$55,000.00
• Structural Subconsultant	\$38,500.00
• Dam Subconsultant	\$187,000.00
• Permitting	\$34,000.00
• Funding Agency Coordination	\$4,000.00
• Project Management	\$10,000.00
Task 3 – Final Design Phase SUBTOTAL	\$549,000.00
Task 4 - Bidding	\$55,000.00
Task 5 - Construction Administration Phase	
• OHM	\$183,000.00
• Dam Subconsultant	\$55,000.00
Task 5 – Construction Admin SUBTOTAL	\$238,000.00
Task 6 - Resident Project Representative	See Exhibit J, Article 2 for Rate Table
Total (Tasks 1-5, LUMP SUM)	\$1,127,200.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Compensation Packet BC-1: Basic Services—Lump Sum.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

ARTICLE 2—COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any. Standard Hourly Rates are set forth in Appendix 1, Standard Hourly Rates Schedule.
2. The total compensation under this paragraph is estimated to be **\$172,000** based upon an average of 30 hours per week of RPR services, Monday through Friday over an assumed concurrent construction duration of 12 months.
3. Standard Hourly Rates will also be used to charge for any Additional Services as agreed to between the Owner and Engineer.

B. Other Provisions Concerning Payment

1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.1.
2. Factors: The Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or

terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer for RPR-related services and expenses.
5. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**APPENDIX 1: 2024 STANDARD HOURLY RATES SCHEDULE**

Professional Engineer IV / Professional Architect IV / Senior Interior Designer IV	\$200
Professional Engineer III / Professional Architect III / Senior Interior Designer III	\$182
Professional Engineer II / Professional Architect II / Senior Interior Designer II	\$168
Professional Engineer I / Professional Architect I / Senior Interior Designer I	\$156
Graduate Engineer IV	\$158
Graduate Engineer III	\$150
Graduate Engineer II	\$145
Graduate Engineer I	\$135
Project Specialist II	\$165
Project Specialist I	\$135
Graduate Architect III / Landscape Architect III / Graduate Interior Designer III	\$145
Graduate Architect II / Landscape Architect II / Graduate Interior Designer II	\$128
Graduate Architect I / Landscape Architect II / Graduate Interior Designer II	\$118
Technician IV	\$153
Technician III	\$135
Technician II	\$120
Technician I	\$102
Engineering / Architectural Aide / Interior Design Aide	\$80
Professional Surveyor III	\$175
Professional Surveyor II	\$162
Professional Surveyor I	\$146
Graduate Surveyor	\$132
Surveyor III	\$135
Surveyor II	\$120
Surveyor I	\$105
Surveyor Aide	\$80
Planner IV	\$170
Planner III	\$153
Planner II	\$129
Planner I	\$110
Planner Aide	\$75
Graphic Designer	\$125
Administrative Support	\$95
Clerical Aide	\$80
Principal	\$235
Sr. Associate	\$215
Associate	\$205
2-Man Survey Crew w/Equipment	\$195
1-Man Survey Crew w/Equipment	\$145
Drone Crew	\$200

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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Page 1 of 1

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 12/29/2023 .

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

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Portland

Engineer: Orchard, Hiltz, and McCliment, Inc. (dba OHM Advisors)

Project: Raw Water Source Improvements

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

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- X Modifications to other terms and conditions of the Agreement

Description of Modifications:

**The language below amends Article 8.04 (Engineer's Certifications) – GOVERNING PROVISIONS
RELATED TO STATE OF TENNESSEE AMERICAN RESCUE PLAN PROJECTS**

- A. Conflicts of Interest. ENGINEER agrees that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an office agent, employee, subcontractor, or Engineer to the ENGINEER in connection with any work contemplated or performed relative to this Grant Contract.
- B. Nondiscrimination. ENGINEER hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of ENGINEER in the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by the Federal, Tennessee State constitutional, or statutory

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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- law. ENGINEER shall, upon request, show proof of nondiscrimination policy and post in conspicuous places, available to all employee and applicants, notices of nondiscrimination.
- C. Public Accountability. If ENGINEER is subject to Tennessee Code Annotated, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by ENGINEER on behalf of the State, ENGINEER agrees to establish a system through which recipients of services may present grievances about the operation of the service program.
 - D. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by ENGINEER shall include the statement, "This project is funded under an agreement with the State of Tennessee". Any such notices by CONSULTANT shall be approved by the Department.
 - E. Records. ENGINEER (and any approved Subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of ENGINEER (and any approved Subcontractor), insofar as they related to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee, published by the Tennessee Comptroller of the Treasury and found at <https://www.comptroller1.state.tn/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the Internal Control and Compliance Manual for Tennessee Municipalities, published by the Tennessee Comptroller of the Treasury and found at the <http://www.comptroller1.state.tn.us/ma/citymaual.asp> and in accordance with GFOA's publication, Governmental Accounting and Financial Reporting.
 - F. Monitoring. ENGINEER activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.
 - G. State and Federal Compliance. ENGINEER shall comply with all applicable State of Tennessee and federal laws and regulations in the performance of this Grant Contract.
 - H. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. ENGINEER agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. ENGINEER acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any under Tennessee Code Annotated Sections 9-8-101 through 9-8-407.
 - I. Title VI. ENGINEER shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. ENGINEER shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.
 - J. Americans with Disabilities Act. ENGINEER shall comply with all the requirements imposed by the Americans with Disabilities Act of 1990-42 U.S.C. § 12101, et seq and the regulations of the federal government issued thereunder.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Portland

Orchard, Hiltz, & McCliment, Inc.

By:

Print

name: Mike Callis

By:

Print

name: David Krock, P.E.

Title: Mayor

Title: Vice President

Date Signed:

Date Signed: 12/29/2023



City of Portland

Base Design

APPENDIX 2

Exhibit 1

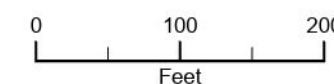
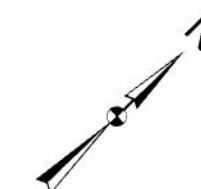
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656 Flood Elevation

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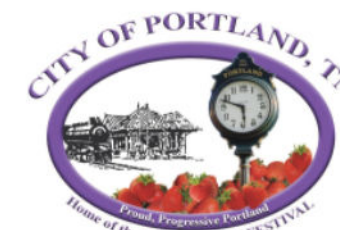
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Coordinate System: NAD 1983 HARN StatePlane Tennessee FIPS 4100 Feet

Map Published: December 26, 2023

Service Layer Credits: Hybrid Reference Layer: Esri Community Maps Contributors, Tennessee STS GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA





City of Portland

Alternate Design

APPENDIX 2

Exhibit 2

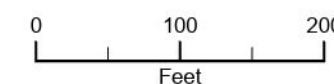
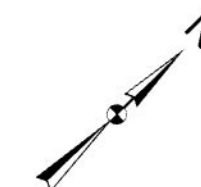
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Source: OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

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Map Published: December 26, 2023

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City of Portland

Raw and Finish Water
Main Improvements

APPENDIX 2

Exhibit 3

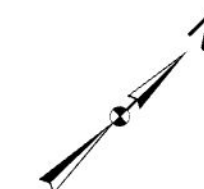
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0 100 200
Feet

Source: OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 HARN StatePlane Tennessee FIPS 4100 Feet

Map Published: December 26, 2023

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GeoTechnologies, Inc, METI/NASA, USGS,
EPA, NPS, US Census Bureau, USDA

ORDINANCE

City of Portland, Tennessee

No. 24 – 06

First Reading

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH CUMBERLAND PIPELINE, LLC FOR THE WATER, SEWER, AND GAS RELOCATIONS ASSOCIATED WITH TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) STATE INDUSTRIAL ACCESS (SIA) ROAD PROJECT COMMODORE, PIN #127961.00, IN ROBERTSON COUNTY.

WHEREAS, the City of Portland deems it necessary to relocate the water, sewer, and gas on Eubanks Road due to the road widening associated with the SIA Road Project Commodore; and

WHEREAS, funding for this project will be partially reimbursed by TDOT, as per Ordinances 23-51 (Gas), 23-52 (Sewer), and 23-53 (Water).

WHEREAS, the City of Portland received and opened bids on December 13, 2023 from the following contractors; and

<i>Contractor</i>	<i>Water</i>	<i>Sewer</i>	<i>Gas</i>	<i>Total</i>
Cumberland Pipeline, LLC	\$743,646	\$53,200	\$47,650	\$844,496.00
Stewart Richey Service Group	\$840,921.17	\$93,684.84	\$75,703.25	\$1,010,309.26
Covenant Construction, LLC	\$853,047	\$82,717	\$107,104	\$1,042,868.00

WHEREAS, after careful consideration the bid from Cumberland Pipeline, LLC has been recommended as best bid for the SIA Road Project Commodore Water, Sewer, and Gas Relocations; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland to enter in a contract with **Cumberland Pipeline, LLC in the amount of \$844,496** as best bid for the SIA Road Project Commodore Water, Sewer, and Gas Relocations, TDOT PIN#127961.00; and

BE IT FURTHER ORDAINED, that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:
Passed Second Reading:

HUSSEY GAY BELL*Established 1958***CERTIFIED BID TABULATION**

City of Portland
SIA Commodore Water, Sewer, & Gas

Wednesday December 13, 2023**11:00 a.m. (Local Time)****COVENANT CONSTRUCTION, LLC****112 Long Hollow Pike, 2nd Floor****Goodlettsville, TN 37072**

Item No.	Description & Unit Price in Words	Estimated Quantity	Extended Unit Price	Bid Amount
I.	WATER			
01.	2-inch PVC water line	140 LF	\$ 50.00	\$ 7,000.00
02.	12-inch PVC water line, Open Cut	4,500 LF	\$ 120.87	\$ 543,915.00
03.	HDD 4-inch HDPE Casing Pipe UNCON	40 LF	\$ 22.50	\$ 900.00
04.	HDD 2-inch HDPE Casing Pipe UNCON	40 LF	\$ 22.50	\$ 900.00
05.	4-inch HDPE Boring	35 LF	\$ 163.00	\$ 5,705.00
06.	2-inch HDPE Boring	35 LF	\$ 233.00	\$ 8,155.00
07.	2-inch HDPE Casing Pipe, open cut	50 LF	\$ 36.42	\$ 1,821.00
08.	4-inch HDPE Casing Pipe, open cut	50 LF	\$ 59.32	\$ 2,666.00
09.	Connect to 2-inch Water Line	1 EA	\$ 2,704.00	\$ 2,704.00
10.	8-inch by 8-inch Tapping Sleeve & Valve	4 EA	\$ 12,326.00	\$ 49,304.00
11.	2-inch Gate Valve Assembly	2 EA	\$ 1,861.00	\$ 3,722.00
12.	3/4-inch Water Service Meter Assembly	2 EA	\$ 1,779.00	\$ 3,558.00
13.	3/4-inch Municipex Service Pipe	150 LF	\$ 31.00	\$ 4,650.00
14.	Fire Hydrant Assembly	5 EA	\$ 9,615.00	\$ 48,075.00
15.	Restore Asphalt	50 SY	\$ 239.00	\$ 11,950.00
16.	Restore Concrete	500 SY	\$ 187.32	\$ 93,660.00
17.	20-inch Polyethylene Casing Pipe, open cut	50 LF	\$ 239.56	\$ 11,978.00
18.	12-inch Gate Valve Assembly	1 EA	\$ 7,284.00	\$ 7,384.00
19.	Stone Bedding	500 CY	\$ 30.00	\$ 15,000.00
20.	Backfill Material	1,000 CY	\$ 30.00	\$ 30,000.00
II.	SEWER			
21.	4-inch PVC Force Main	1,600 LF	\$ 37.09	\$ 59,344.00
22.	6-inch Plug Valve Assembly	2 EA	\$ 4,005.00	\$ 8,010.00
23.	Connect to 6-inch Force Main	2 EA	\$ 3,420.00	\$ 6,841.00
24.	Restore Asphalt	20 SY	\$ 239.00	\$ 4,780.00
25.	8-inch Polyethylene Casing Pipe, open cut	50 LF	\$ 74.84	\$ 3,742.00
III.	GAS			
26.	6-inch HDPE Gas Main	320 LF	\$ 206.40	\$ 66,048.00
27.	Connect to 6-inch Ex. HDPE Main	2 EA	\$ 3,580.00	\$ 7,160.00
28.	6-inch PE Gas Valve Assembly	2 EA	\$ 516.00	\$ 1,032.00
29.	Restore Asphalt	20 SY	\$ 239.00	\$ 4,780.00
30.	10-inch Polyethylene Casing Pipe, open cut	50 LF	\$ 249.00	\$ 12,450.00
31.	Survey & Layout for All Items	1 LS	\$ 15,634.00	\$ 15,634.00
TOTAL AMOUNT BID; ITEMS 1 – 31 INCLUSIVE				\$ 1,043,168.00

Certified Bid Tabulation
City of Portland
SIA Commodore Water, Sewer, & Gas
Wednesday December 13, 2023
11:00 a.m. (Local Time)

CUMBERLAND PIPELINE, LLC
2909 Cane Valley Mill Rd.
Columbia, KY 42728

Item No.	Description & Unit Price in Words	Estimated Quantity	Extended Unit Price	Bid Amount
I.	WATER			
01.	2-inch PVC water line	140 LF	\$ 27.00	\$ 3,780.00
02.	12-inch PVC water line, Open Cut	4,500 LF	\$ 112.00	\$ 504,000.00
03.	HDD 4-inch HDPE Casing Pipe UNCON	40 LF	\$ 108.00	\$ 4,320.00
04.	HDD 2-inch HDPE Casing Pipe UNCON	40 LF	\$ 111.00	\$ 4,440.00
05.	4-inch HDPE Boring	35 LF	\$ 108.00	\$ 3,780.00
06.	2-inch HDPE Boring	35 LF	\$ 111.00	\$ 3,885.00
07.	2-inch HDPE Casing Pipe, open cut	50 LF	\$ 108.00	\$ 5,250.00
08.	4-inch HDPE Casing Pipe, open cut	50 LF	\$ 111.00	\$ 5,500.00
09.	Connect to 2-inch Water Line	1 EA	\$ 105.00	\$ 3,025.00
10.	8-inch by 8-inch Tapping Sleeve & Valve	4 EA	\$ 110.00	\$ 22,664.00
11.	2-inch Gate Valve Assembly	2 EA	\$ 1,485.00	\$ 2,970.00
12.	3/4-inch Water Service Meter Assembly	2 EA	\$ 1,821.00	\$ 3,642.00
13.	3/4-inch Municipex Service Pipe	150 LF	\$ 24.00	\$ 3,600.00
14.	Fire Hydrant Assembly	5 EA	\$ 8,484.00	\$ 42,420.00
15.	Restore Asphalt	50 SY	\$ 230.00	\$ 11,500.00
16.	Restore Concrete	500 SY	\$ 97.00	\$ 48,500.00
17.	20-inch Polyethylene Casing Pipe, open cut	50 LF	\$ 265.00	\$ 13,250.00
18.	12-inch Gate Valve Assembly	1 EA	\$ 4,630.00	\$ 4,620.00
19.	Stone Bedding	500 CY	\$ 35.00	\$ 17,500.00
20.	Backfill Material	1,000 CY	\$ 35.00	\$ 35,000.00
II.	SEWER			
21.	4-inch PVC Force Main	1,600 LF	\$ 21.00	\$ 33,600.00
22.	6-inch Plug Valve Assembly	2 EA	\$ 2,075.00	\$ 4,150.00
23.	Connect to 6-inch Force Main	2 EA	\$ 1,575.00	\$ 3,150.00
24.	Restore Asphalt	20 SY	\$ 230.00	\$ 4,600.00
25.	8-inch Polyethylene Casing Pipe, open cut	50 LF	\$ 154.00	\$ 7,700.00
III.	GAS			
26.	6-inch HDPE Gas Main	320 LF	\$ 34.00	\$ 10,880.00
27.	Connect to 6-inch Ex. HDPE Main	2 EA	\$ 7,555.00	\$ 15,110.00
28.	6-inch PE Gas Valve Assembly	2 EA	\$ 3,005.00	\$ 6,010.00
29.	Restore Asphalt	20 SY	\$ 230.00	\$ 4,600.00
30.	10-inch Polyethylene Casing Pipe, open cut	50 LF	\$ 141.00	\$ 7,050.00
31.	Survey & Layout for All Items	1 LS	\$ 4,000.00	\$ 4,000.00
TOTAL AMOUNT BID; ITEMS 1 – 31 INCLUSIVE				\$ 844,496.00

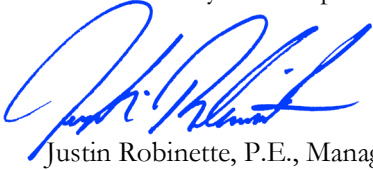
Certified Bid Tabulation
City of Portland
SIA Commodore Water, Sewer, & Gas
Wednesday December 13, 2023
11:00 a.m. (Local Time)

STEWART RICHEY SERVICE GROUP
2137 Glen Lily Road
Bowling Green, KY 42101

Item No.	Description & Unit Price in Words	Estimated Quantity	Extended Unit Price	Bid Amount
I.	WATER			
01.	2-inch PVC water line	140 LF	\$ 35.58	\$ 4,980.96
02.	12-inch PVC water line, Open Cut	4,500 LF	\$ 123.71	\$ 556,707.95
03.	HDD 4-inch HDPE Casing Pipe UNCON	40 LF	\$ 184.62	\$ 7,384.94
04.	HDD 2-inch HDPE Casing Pipe UNCON	40 LF	\$ 166.00	\$ 6,640.00
05.	4-inch HDPE Boring	35 LF	\$ 211.00	\$ 7,384.94
06.	2-inch HDPE Boring	35 LF	\$ 189.71	\$ 6,640.00
07.	2-inch HDPE Casing Pipe, open cut	50 LF	\$ 66.93	\$ 3,346.47
08.	4-inch HDPE Casing Pipe, open cut	50 LF	\$ 69.11	\$ 3,455.29
09.	Connect to 2-inch Water Line	1 EA	\$ 1,592.71	\$ 1,592.71
10.	8-inch by 8-inch Tapping Sleeve & Valve	4 EA	\$ 3,769.71	\$ 15,078.82
11.	2-inch Gate Valve Assembly	2 EA	\$ 1,956.47	\$ 3,912.94
12.	3/4-inch Water Service Meter Assembly	2 EA	\$ 3,689.67	\$ 7,379.34
13.	3/4-inch Municipex Service Pipe	150 LF	\$ 16.97	\$ 2,545.41
14.	Fire Hydrant Assembly	5 EA	\$ 11,263.53	\$ 56,317.65
15.	Restore Asphalt	50 SY	\$ 188.46	\$ 9,422.94
16.	Restore Concrete	500 SY	\$ 75.72	\$ 37,861.76
17.	20-inch Polyethylene Casing Pipe, open cut	50 LF	\$ 220.12	\$ 11,006.05
18.	12-inch Gate Valve Assembly	1 EA	\$ 11,186.53	\$ 11,186.53
19.	Stone Bedding	500 CY	\$ 54.05	\$ 27,027.06
20.	Backfill Material	1,000 CY	\$ 61.05	\$ 61,049.41
II.	SEWER			
21.	4-inch PVC Force Main	1,600 LF	\$ 45.73	\$ 73,170.01
22.	6-inch Plug Valve Assembly	2 EA	\$ 2,733.12	\$ 5,466.24
23.	Connect to 6-inch Force Main	2 EA	\$ 2,800.80	\$ 5,601.60
24.	Restore Asphalt	20 SY	\$ 248.73	\$ 4,974.59
25.	8-inch Polyethylene Casing Pipe, open cut	50 LF	\$ 89.45	\$ 4,472.40
III.	GAS			
26.	6-inch HDPE Gas Main	320 LF	\$ 87.56	\$ 28,020.24
27.	Connect to 6-inch Ex. HDPE Main	2 EA	\$ 3,844.71	\$ 7,689.41
28.	6-inch PE Gas Valve Assembly	2 EA	\$ 4,812.59	\$ 9,625.18
29.	Restore Asphalt	20 SY	\$ 248.73	\$ 4,974.59
30.	10-inch Polyethylene Casing Pipe, open cut	50 LF	\$ 112.95	\$ 5,647.65
31.	Survey & Layout for All Items	1 LS	\$ 19,746.18	\$ 19,746.18
TOTAL AMOUNT BID; ITEMS 1 – 31 INCLUSIVE				\$ 1,010,403.79

*Certified Bid Tabulation
City of Portland
SIA Commodore Water, Sewer, & Gas
Wednesday December 13, 2023
11:00 a.m. (Local Time)*

I hereby certify that the preceding is a true and accurate transcription of the bids, as received.

A handwritten signature in blue ink, appearing to read "Justin Robinette", is written over the printed name.

Justin Robinette, P.E., Managing Director

Tennessee Registration No. 127497
Kentucky Registration No. 38255

HUSSEY GAY BELL

Established 1958

December 15, 2023

Mr. Mike Callis, Mayor
City of Portland
100 South Russell Street
Portland, Tennessee 37148

Re: City of Portland
SIA Commodore Water, Sewer, & Gas
Results of Bid Opening
HGB No. 923101412 (Sewer), 923101413 (Gas), & 923101414 (Water)

Dear Mayor Callis:

Separate, sealed bids for the referenced project were received until **11:00 a.m. (local time) Wednesday, December 13, 2023**, at which time they were opened and read aloud. We have reviewed and certified the bids, and a copy of the certified bid tabulation is enclosed for your review. A summary of the results of the bid opening is as follows:

	Contractor	Bid Amount
1.	Covenant Construction, LLC Goodlettsville, Tennessee	\$ 1,043,168.00
2.	Cumberland Pipeline, LLC Columbia, Kentucky	\$ 844,496.00
3.	Stewart Richey Service Group Bowling Green, Kentucky	\$ 1,010,403.79

Based upon the results of the bid opening, it is our recommendation that the project be awarded to the low bidder, **Cumberland Pipeline, LLC**, in the amount of **\$844,496.00**.

We greatly appreciate the opportunity to work with you and the City of Portland on this project and please contact me if additional information would be helpful.

Sincerely,
HUSSEY GAY BELL - NASHVILLE, LLC


Robert Stigall, P.E.
President

ORDINANCE

City of Portland, Tennessee

No. 24 – 07

First Reading

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH INFINITY PIPELINE, INC. FOR THE EUBANKS ROAD WATER LINE PROJECT FROM VAUGHN PARKWAY TO JAY BIRD DRIVE IN ROBERTSON COUNTY.

WHEREAS, the City of Portland deems it necessary to install a 12-inch water line to improve the conveyance of water along Eubanks Road within the Robertson County Industrial Park; and

WHEREAS, the City of Portland received and opened bids on December 13, 2023 from the following contractors; and

- | | |
|---------------------------------|---------------|
| • Infinity Pipeline, Inc. | \$ 535,875.00 |
| • Covenant Construction, LLC | \$ 580,917.00 |
| • Long Branch Construction, LLC | \$ 609,712.00 |
| • Cumberland Pipeline, LLC | \$ 655,131.00 |
| • Stewart Richey Service Group | \$ 696,816.93 |
| • Norris Brothers Excavating | \$ 725,400.00 |

WHEREAS, funding for this project shall come in part from the \$485,000 of fees collected from Phelan-Bennett, LLC for the Port North Industrial Development as per the executed Developer's Agreement as per Ordinance 22-35 for \$210,000 and from Mortenson Development, Inc for the Project Titan Industrial Development as per the executed Developer's Agreement as per Ordinance 22-31 for \$275,000; and

WHEREAS, after careful consideration, the bid from Infinity Pipeline, Inc. has been recommended as the best bid for the Eubanks Road Water Line project; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland to enter into an agreement with **Infinity Pipeline, Inc.** in the amount of **\$535,875** as the best bid for the Eubanks Road Water Line; and

BE IT FURTHER ORDAINED, that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading Passed Second Reading:

HUSSEY GAY BELL*Established 1958***CERTIFIED BID TABULATION**

City of Portland
Eubanks Road Water Line Addition

Wednesday December 13, 2023

11:30 a.m. (Local Time)

COVENANT CONSTRUCTION, LLC

112 Long Hollow Pike, 2nd Floor

Goodlettsville, TN 37072

No.	Description	Quantity	Unit Price	Bid Amount
01.	12-inch PVC Water Main, Open Cut	2,500 LF	\$ 127.00	\$ 317,500.00
02.	20-inch Steel Casing Pipe Bore and Jack.	220 LF	\$ 566.00	\$ 124,520.00
03.	12-Inch Tapping Sleeve with Valve.	1 EA	\$ 16,818.00	\$ 16,818.00
04.	Backfill Material.	550 YD ³	\$ 25.00	\$ 13,750.00
05.	Traffic Control.	1 LS	\$ 3,260.00	\$ 3,260.00
06.	Restore Asphalt.	100 SY	\$ 193.39	\$ 19,339.00
07.	Stone Bedding.	275 YD ³	\$ 25.00	\$ 6,875.00
08.	Survey & Project Layout.	1 LS	\$ 7,820.00	\$ 7,820.00
09.	Fire Hydrant Assembly	6 EA	\$ 8,922.00	\$ 53,532.00
10.	Connect to 12-Inch Valve (Project Commodore).	1 EA	\$ 5,644.00	\$ 5,644.00
11.	20-Inch Steel Casing, Open Cut (Rd Crossing #1)	60 LF	\$ 197.65	\$ 11,859.00
TOTAL AMOUNT BID; ITEMS 1 – 11 INCLUSIVE				\$ 580,917.00

CUMBERLAND PIPELINE, LLC

2909 Cane Valley Mill Rd.

Columbia, KY 42728

No.	Description	Quantity	Unit Price	Bid Amount
01.	12-inch PVC Water Main, Open Cut	2,500 LF	\$ 160.00	\$ 400,00.00
02.	20-inch Steel Casing Pipe Bore and Jack.	220 LF	\$ 541.00	\$ 119,020.00
03.	12-Inch Tapping Sleeve with Valve.	1 EA	\$ 10,729.00	\$ 10,729.00
04.	Backfill Material.	550 YD ³	\$ 35.00	\$ 19,250.00
05.	Traffic Control.	1 LS	\$ 4,000.00	\$ 4,000.00
06.	Restore Asphalt.	100 SY	\$ 160.00	\$ 16,000.00
07.	Stone Bedding.	275 YD ³	\$ 35.00	\$ 9,625.00
08.	Survey & Project Layout.	1 LS	\$ 3,000.00	\$ 3,000.00
09.	Fire Hydrant Assembly	6 EA	\$ 9,007.00	\$ 54,042.00
10.	Connect to 12-Inch Valve (Project Commodore).	1 EA	\$ 3,025.00	\$ 3,025.00
11.	20-Inch Steel Casing, Open Cut (Rd Crossing #1)	60 LF	\$ 274.00	\$ 16,440.00
TOTAL AMOUNT BID; ITEMS 1 – 11 INCLUSIVE				\$ 655,131.00

Certified Bid Tabulation (continued)
City of Portland
Eubanks Road Water Line Addition
Wednesday, December 13, 2023 @ 11:30 a.m. (Local Time)

INFINITY PIPELINE, INC. 181 Dillard Road Bowling Green, KY 42104				
No.	Description	Quantity	Unit Price	Bid Amount
01.	12-inch PVC Water Main, Open Cut	2,500 LF	\$ 100.00	\$ 250,000.00
02.	20-inch Steel Casing Pipe Bore and Jack.	220 LF	\$ 660.00	\$ 145,200.00
03.	12-Inch Tapping Sleeve with Valve.	1 EA	\$ 14,000.00	\$ 14,000.00
04.	Backfill Material.	550 YD ³	\$ 28.00	\$ 15,400.00
05.	Traffic Control.	1 LS	\$ 3,500.00	\$ 3,500.00
06.	Restore Asphalt.	100 SY	\$ 100.00	\$ 10,000.00
07.	Stone Bedding.	275 YD ³	\$ 53.00	\$ 14,575.00
08.	Survey & Project Layout.	1 LS	\$ 4,500.00	\$ 4,500.00
09.	Fire Hydrant Assembly	6 EA	\$ 9,700.00	\$ 58,200.00
10.	Connect to 12-Inch Valve (Project Commodore).	1 EA	\$ 1,600.00	\$ 1,600.00
11.	20-Inch Steel Casing, Open Cut (Rd Crossing #1)	60 LF	\$ 315.00	\$ 18,900.00
TOTAL AMOUNT BID; ITEMS 1 – 11 INCLUSIVE				\$ 535,875.00

LONG BRANCH CONSTRUCTION, LLC 6518 Long Branch Drive Greenbrier, TN 37073				
No.	Description	Quantity	Unit Price	Bid Amount
01.	12-inch PVC Water Main, Open Cut	2,500 LF	\$ 114.58	\$ 286,450.00
02.	20-inch Steel Casing Pipe Bore and Jack.	220 LF	\$ 703.94	\$ 154,866.40
03.	12-Inch Tapping Sleeve with Valve.	1 EA	\$ 17,757.81	\$ 17,757.81
04.	Backfill Material.	550 YD ³	\$ 46.37	\$ 25,503.50
05.	Traffic Control.	1 LS	\$ 10,000.00	\$ 10,000.00
06.	Restore Asphalt.	100 SY	\$ 110.00	\$ 11,000.00
07.	Stone Bedding.	275 YD ³	\$ 46.37	\$ 12,751.75
08.	Survey & Project Layout.	1 LS	\$ 15,000.00	\$ 15,000.00
09.	Fire Hydrant Assembly	6 EA	\$ 8,796.39	\$ 52,778.34
10.	Connect to 12-Inch Valve (Project Commodore).	1 EA	\$ 9,122.00	\$ 9,122.00
11.	20-Inch Steel Casing, Open Cut (Rd Crossing #1)	60 LF	\$ 241.37	\$ 14,482.20
TOTAL AMOUNT BID; ITEMS 1 – 11 INCLUSIVE				\$ 609,712.00

(Continued on next page)

Certified Bid Tabulation (continued)
City of South Pittsburg
DWSRF Water Meter Replacements
Friday, June 23, 2023 @ 11:00 a.m. (Local Time)

NORRIS BROTHERS EXCAVATING 22 Northside Lane Crossville, Tennessee 38571				
No.	Description	Quantity	Unit Price	Bid Amount
01.	12-inch PVC Water Main, Open Cut	2,500 LF	\$ 190.00	\$ 475,000.00
02.	20-inch Steel Casing Pipe Bore and Jack.	220 LF	\$ 490.00	\$ 107,800.00
03.	12-Inch Tapping Sleeve with Valve.	1 EA	\$ 11,500.00	\$ 11,500.00
04.	Backfill Material.	550 YD ³	\$ 40.00	\$ 22,000.00
05.	Traffic Control.	1 LS	\$ 12,000.00	\$ 12,000.00
06.	Restore Asphalt.	100 SY	\$ 80.00	\$ 8,000.00
07.	Stone Bedding.	275 YD ³	\$ 40.00	\$ 11,000.00
08.	Survey & Project Layout.	1 LS	\$ 17,000.00	\$ 17,000.00
09.	Fire Hydrant Assembly	6 EA	\$ 5,200.00	\$ 31,200.00
10.	Connect to 12-Inch Valve (Project Commodore).	1 EA	\$ 5,900.00	\$ 5,900.00
11.	20-Inch Steel Casing, Open Cut (Rd Crossing #1)	60 LF	\$ 400.00	\$ 24,000.00
TOTAL AMOUNT BID; ITEMS 1 – 11 INCLUSIVE				\$ 725,400.00

STEWART RICHEY SERVICE GROUP 2137 Glen Lily Road Bowling Green, KY 42101				
No.	Description	Quantity	Unit Price	Bid Amount
01.	12-inch PVC Water Main, Open Cut	2,500 LF	\$ 137.34	\$ 343,337.73
02.	20-inch Steel Casing Pipe Bore and Jack.	220 LF	\$ 868.77	\$ 191,128.80
03.	12-Inch Tapping Sleeve with Valve.	1 EA	\$ 15,491.41	\$ 15,491.41
04.	Backfill Material.	550 YD ³	\$ 54.00	\$ 29,700.00
05.	Traffic Control.	1 LS	\$ 3,732.94	\$ 3,732.94
06.	Restore Asphalt.	100 SY	\$ 115.41	\$ 11,541.00
07.	Stone Bedding.	275 YD ³	\$ 54.16	\$ 14,894.82
08.	Survey & Project Layout.	1 LS	\$ 10,147.06	\$ 10,147.06
09.	Fire Hydrant Assembly	6 EA	\$ 10,412.75	\$ 62,476.47
10.	Connect to 12-Inch Valve (Project Commodore).	1 EA	\$ 2,747.76	\$ 2,747.76
11.	20-Inch Steel Casing, Open Cut (Rd Crossing #1)	60 LF	\$ 193.65	\$ 11,619.00
TOTAL AMOUNT BID; ITEMS 1 – 11 INCLUSIVE				\$ 696,816.93

(Continued on next page)

Certified Bid Tabulation (continued)
City of South Pittsburg
DWSRF Water Meter Replacements
Friday, June 23, 2023 @ 11:00 a.m. (Local Time)

I hereby certify that the preceding is a true and accurate transcription of the bids, as received.



Justin Robinette, P.E., Managing Director

Tennessee Registration No. 127497
Kentucky Registration No. 38255

HUSSEY GAY BELL

Established 1958

December 15, 2023

Mr. Mike Callis, Mayor
City of Portland
100 South Russell Street
Portland, Tennessee 37148

Re: City of Portland
Eubanks Road Water Line Addition
Results of Bid Opening
HGB No. 922101411

Dear Mayor Callis:

Separate, sealed bids for the referenced project were received until **11:30 a.m. (local time) Wednesday, December 13, 2023**, at which time they were opened and read aloud. We have reviewed and certified the bids, and a copy of the certified bid tabulation is enclosed for your review. A summary of the results of the bid opening is as follows:

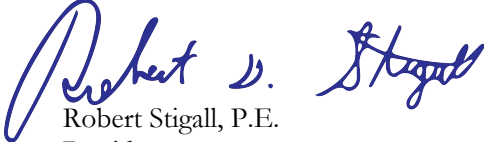
	Contractor	Bid Amount
1.	Covenant Construction, LLC Goodlettsville, Tennessee	\$ 580,917.00
2.	Cumberland Pipeline, LLC Columbia, Kentucky	\$ 655,131.00
3.	Infinity Pipeline, Inc. Bowling Green, Kentucky	\$ 535,875.00
4.	Long Branch Construction, LLC Greenbrier, Tennessee	\$ 609,712.00
5.	Norris Brothers Excavating Crossville, Tennessee	\$ 725,400.00
6.	Stewart Richey Service Group Bowling Green, Kentucky	\$ 696,816.93

Based upon the results of the bid opening, it is our recommendation that the project be awarded to the low bidder, **Infinity Pipeline, Inc.**, in the amount of **\$535,875.00**.

December 15, 2023
Page 2 of 2

We greatly appreciate the opportunity to work with you and the City of Portland on this project and please contact me if additional information would be helpful.

Sincerely,
HUSSEY GAY BELL - NASHVILLE, LLC



Robert Stigall, P.E.
President

RESOLUTION

City of Portland, Tennessee

No. 24 - 05

A RESOLUTION TO APPROVE CHANGE ORDER #1 INCREASING THE CONTRACT AMOUNT WITH OHM ADVISORS BY \$22,000 FOR A TOTAL CONTRACT PRICE OF \$87,050 FOR ADDITIONAL ENGINEERING SERVICES FOR THE 2023 HIGHWAY 52 WATER MAIN IMPROVEMENTS PROJECT.

WHEREAS, the City of Portland has approved an agreement with OHM Advisors in the amount of \$65,050 for the 2023 Highway 52 Water Main Improvements with Ordinance 23-47; and

WHEREAS, this change order will revise the agreement to the following:

	<u>ORIGINAL</u>	<u>REVISED</u>
Task 1 – Preliminary Design	\$ 13,000	\$13,000
Task 2 – Final Design / Permitting	\$ 16,000	\$25,000
Task 3 – Bid Phase Services	\$ 9,000	\$ 9,000
Task 4 – Construction Administration Services	\$ 16,000	\$24,000
Task 5 – Resident Project Representative Services	\$ 7,000	\$11,000
Reimbursable Expenses	\$ 1,000	\$ 1,000
Incidentals 5%	\$ 3,050	\$ 4,050
Total Estimated Fee	\$ 65,050	\$87,050

WHEREAS, OHM Advisors requested the additional \$22,000 to cover additional Design/Permitting, Construction Administration Services, and RPR Services for the increased project scope. Project scope increased due to an additional 600 linear feet of 12-inch water main from E Knight St to Village Dr along Hwy 109, and additional thirty (30) days for Construction Administration and RPR Services; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve Change Order #1 increasing the contract amount with OHM Advisors by \$22,000 for a total contract price of \$87,050 for the additional engineering services for the 2023 Highway 52 Water Main Improvements; and

BE IT FURTHER RESOLVED that this resolution shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of



December 7, 2023

Mr. Bryan Price, P.E.
Utilities Director
City of Portland
100 South Russell Street
Portland, TN 37148

**Re: Proposal Amendment No. 1
2023 Highway 52 Water Main Improvements
City of Portland, Tennessee**

Dear Mr. Price,

OHM ADVISORS is pleased to provide this Proposal Amendment No. 1 for professional services on the Hwy 52 Water Main Improvements project. The purpose of Amendment No. 1 is to present the addition to the scope of work which includes approximately 600 LF of water line replacement along Hwy 109 between Village Dr. and E. Knight Street. This section of pipe was previously thought to be 12" water main and was the point of connection for the Oak Hill transmission main project on E. Knight St. at Hwy 109. It was recently discovered this section is only 6" leaving a gap in the 12" between Village Dr. and E. Knight St. Additionally, during 60% design review, the City of Portland (CLIENT) requested profiles be added for the entire alignment which. With the addition of the new water line on Hwy 109, all permits will be updated as well.

PROJECT UNDERSTANDING

OHM ADVISORS has worked with the CLIENT to establish a preliminary route for the 12" water main, an approximate length of 3,300 linear feet. The preliminary route connects to an existing 12" water main in the northeast corner of Searcy Ln and Highway 52, runs east along Highway 52, and ends at the existing 6" at Sandye Ave. Amendment No. 1 adds roughly 600 linear feet along Hwy 109 between Village Drive and E. Knight St (Exhibit 1), adds profiles to all plan sheets, and revised permitting. This addition will be added to the scope of Task 2, 4, and 5.

CLIENT RESPONSIBILITIES

The CLIENT will locate any utilities not apparent in the field. The CLIENT will also review 90% drawings to confirm alignment prior to final design documents being issued.

The CLIENT will make payment for all permit application fees as well as agency approval review costs. OHM ADVISORS has not included the cost of these in our Fees summarized herein.

AMENDED SCOPE OF SERVICES

Task 1: Preliminary Design (30%)

OHM ADVISORS will complete preliminary design efforts for the proposed 12" water main. Specific work efforts include:

- ▼ No Change.



Task 2: Final Design and Permitting

Upon the CLIENT approving the 90% Design submittal, OHM ADVISORS will complete the design effort. Specific work efforts under this task include:

- ▼ Client discussion on alignment of proposed Hwy 109 work.
- ▼ Digitize Hwy 109 utility relocation drawings
- ▼ Confirm TDOT ROW limits.
- ▼ Redesign connection point with Oak Hill project.
- ▼ 90% Design Drawings for Client review.
- ▼ Add profiles for alignment on all plan sheets
- ▼ Revise permits to include additional work on Hwy 109.
- ▼ Deliver Final Construction Documents to CLIENT.
- ▼ Update Bid Form and project Specifications to include additional work.
- ▼ Deliver Final Construction Documents to CLIENT.
- ▼ Submit revised permits for approval.

Task 3: Bid Phase Services

Upon receiving Approval from the Agencies, the CLIENT can authorize OHM ADVISORS to proceed with Bid Phase Services. Specific work efforts under this task include:

- ▼ No change.

Task 4: Construction Administration Services

Upon the CLIENT approving the Contract Award, OHM ADVISORS will commence with the Construction Administration Services. Specific work efforts under this task include:

- ▼ Increase CA period by 1 month.

Task 5: Resident Project Representative (RPR) Services

Upon the commencement of construction, OHM ADVISORS will provide resident project representative (RPR) services. Specific work efforts under this task include:

- ▼ Increase RPR period by 1 month.

ASSUMPTIONS AND CLARIFICATIONS

OHM ADVISORS has made assumptions in the development of the Scope of Services:

- ▼ The existing survey completed by TDOT as part of the by-pass project will be utilized as base ROW and utility location reference file. The survey is incomplete between W Market St. and Sandye Avenue and will be supplemented with field GPS data collection. Initial TDOT ROW widths provided for Hwy 52 and Hwy 109 were found to be in errant and TDOT plans were used to establish the ROW on Hwy 52 and Hwy 109.
- ▼ The Design Fee is based on the estimated quantity of 12" water main identified in the Project Understanding, and the approximate preliminary route. Additional engineering design may be necessary if a different alignment is preferred during the preliminary routing phase. Should any of these assumptions identified in this paragraph not be confirmed, the additional services will be outlined, and a Design Fee amendment may be required.
- ▼ The Fee Schedule takes into account a preliminary estimate of the construction schedule when determining an amount not to exceed for Construction Administration Services. Attendance at monthly progress meetings is based on the number of months projected for allowing the Contractor to work. The number of Pay Estimates to process are also predicated on the number of months projected for allowing the Contractor to work.



- ▼ The Schedule presented herein assumes that the CLIENT will review milestone submittals, provide comments, and return design documents to OHM ADVISORS within 14 calendar days; Final Design documents need to be returned within 7 calendar days.
- ▼ The RPR services is assumed to be conducted currently with other active construction projects Masons and Oak Hill. The limited scope of this project should allow for periodic observation between these jobs and includes 10 hours of RPR per week for the 3-month construction duration. Amendment No. 1 adds 1 month to the construction schedule.
- ▼ The Standard Terms and Conditions and Billing Rates apply, with the exception of RPR. RPR shall have a bill rate of \$85/hr.

SCHEDULE

Assuming authorization OHM ADVISORS will commence work according to the following schedule milestones:

- ▼ Task 1 – Preliminary Design 30% October 30, 2023
- ▼ Task 2 – Final Design / Permitting November 17, 2023
- ▼ Task 3 – Bid Phase Services
 - Advertisement for Bid December 13, 2023
 - Bid Opening January 16, 2023
 - Contract Award March 8, 2023
- ▼ Task 4 – Construction Administration Services
 - Pre-Construction Conference April 3, 2024
 - Construction Start Date (Dependent on receipt of materials) May 6, 2024
 - Construction Substantial Completion Date (75-days duration) July 19, 2024
 - Construction Final Completion Date (3-month duration) August 3, 2024

FEE

OHM ADVISORS proposes to provide the Scope of Work included in this Proposal Amendment on an hourly basis per rates presented in the original proposal, and shall not exceed \$21,000 based on the task breakdown:

Task	Previous Fee	Amendment No.1	Amended Fee
Task 1 – Preliminary Design	\$13,000	\$0	\$13,000
Task 2 – Final Design / Permitting	\$16,000	\$9,000	\$25,000
Task 3 – Bid Phase Services	\$9,000	\$0	\$9,000
Task 4 – Construction Administration Services	\$16,000	\$8,000	\$24,000
Task 5 – Resident Project Representative Services	\$7,000	\$4,000	\$11,000
Reimbursable Expenses	\$1,000		\$1,000
Total Estimated Fee	\$62,000	\$21,000	\$83,000

Should deviations in the Scope of Work cause additional work tasks or Additional Services be required, an amendment to this Proposal Amendment will be necessary. The conditions established herein will be the basis of such amendment.

TERMS AND CONDITIONS

No change.



ACCEPTANCE

If you find our proposal to be acceptable, a signature on the enclosed copy of this letter and initials on the Standard Terms and Conditions and Standard Hourly Rates will serve as our authorization to proceed. A signed copy of this proposal can be returned via email to my attention Greg.Sanford@ohm-advisors.com

Thank you for the opportunity to be of service. Should you have any questions regarding this proposal, please give me a call 615-610-5235.

Orchard, Hiltz, & McCliment, Inc.
OHM Advisors

Greg Sanford, P.E.
Principal

December 7, 2023

Date

Attachments: Exhibit 1 – Hwy 109 Project Location

City of Portland
CLIENT

(Name)

(Title)

Date



Exhibit 1
HWY 109 PROJECT LOCATION

