



CITY OF ALCOA, TENNESSEE
BOARD OF COMMISSIONERS MEETING
ORDER OF BUSINESS

ALCOA MUNICIPAL BUILDING
COMMISSION CHAMBERS
March 10, 2026
7:00 P.M.

Invocation:

Call to Order: Mayor

Pledge of Allegiance:

Roll Call: Recorder

Approval of Minutes: [February 10, 2026](#)

Proclamations:

Presentations:

Recognitions:

Public Hearings:

1. [Adoption of an ordinance creating a Plan of Services for property identified as Tax Parcel 017.00, Tax Map 018, located at 830 Killion Street \(George and Carole Chambers property\) \(PC RES 2026-10\) \(Public Hearing – 03/10/2026\)](#)
2. [Amending the Zoning Ordinance, Ordinance 338, of the Alcoa Municipal Code, to assign the Zoning District Residence District "A" to Tax Parcel 017.00, Tax Map 018, located at 830 Killion Street \(George and Carole Chambers property\) \(PC RES 2026-11\) \(Public Hearing – 03/10/2026\)](#)

Hear Citizens:

Business:

1. [Authorize the purchase of a new KEYper Key Management System for the Alcoa Police Department.](#)
2. [Authorize the Mayor to execute an EJCDC Agreement with SSR for professional engineering work and design work for the City of Alcoa.](#)
3. [Authorize the Mayor to execute Task Order 1 service agreement for consultant engineering work with SSR, Inc., associated with the installation and management of the FEMA generator grant for the Water Treatment Plant.](#)

4. Declare as surplus and authorize the disposal of vehicles and equipment from the Public Works & Engineering Department.
5. Authorize the Mayor to execute an EJCDC Agreement with Ardurra Group, Inc. for professional engineering work and design work for the City of Alcoa.
6. Authorize the Mayor to execute Task Order 1 service agreement with Ardurra Group, Inc. for consultant engineering work required to update the Public Works & Engineering's existing water model and use that data to compile a report for the City of Alcoa's Fire Department in use in their ISO audit.
7. Authorize the Mayor to execute a Task Order service agreement with LDA Engineering for the engineering work required to prepare the annual report to TDEC on behalf of the Alcoa/Maryville/Blount County Landfill.
8. Authorize the Mayor to execute Task Order 4.0 a service agreement under the existing Engineering Agreement with Consor Engineers, LLC for consultant engineering work related to providing engineering assistance in sanitary sewer basin flow analysis.
9. Award RFB#25111, FY2026 Powerline ROW vegetation management hourly work, to Dark Horse, First Choice and Wolf Tree.
10. Declare as surplus and authorize the disposal of one vehicle from the Electric Department.
11. Consideration and approval to move forward with the Purchase Agreement with Aurora Properties, LLC, for the Proposed New Fire Station 3 Property (Parcel No. 017 021.01) on Hawks Landing Drive.
12. Acknowledge the previously approved Roadway and Infrastructure Agreement with TN Alcoa Primary LLC and confirm its replacement by the forthcoming Master Development Agreement.

SECOND READINGS OF ORDINANCES

13. AN ORDINANCE CREATING A PLAN OF SERVICES FOR PROPERTY IDENTIFIED AS TAX PARCEL 017.00, TAX MAP 018, LOCATED AT 830 KILLION STREET (GEORGE AND CAROLE CHAMBERS PROPERTY) (PC RES 2026-10) (PUBLIC HEARING – 03/10/2026)

RESOLUTIONS

14. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALCOA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALCOA BY ANNEXING INTO THE CITY PROPERTY IDENTIFIED AS TAX PARCEL 017.00, TAX MAP 018, LOCATED AT 830 KILLION STREET (GEORGE AND CAROLE CHAMBERS PROPERTY) (PC RES 2026-10) (PUBLIC HEARING – 03/10/2026)
15. A RESOLUTION TO AMEND AND RESTATE RESOLUTION R15-274, ESTABLISHING SPECIAL EVENT FEES AND SCHEDULE OF REIMBURSABLE COSTS
16. COSTCO MASTER DEVELOPMENT AGREEMENT TO TRANSFER \$ TO ALCOA IDB

SECOND READINGS OF ORDINANCES

17. AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALCOA AMENDING THE ZONING ORDINANCE, ORDINANCE 338, OF THE ALCOA MUNICIPAL CODE, TO ASSIGN THE ZONING DISTRICT RESIDENCE DISTRICT "A" TO TAX PARCEL 017.00, TAX MAP 018, LOCATED AT 830 KILLION STREET (GEORGE AND CAROLE CHAMBERS PROPERTY) (PC RES 2026-11) (PUBLIC HEARING – 03/10/2026)

FIRST READINGS OF ORDINANCES

18. AN ORDINANCE AMENDING TITLE 9 AND TITLE 20 OF THE MUNICIPAL CODE REGULATING SPECIAL EVENTS

OTHER BUSINESS

19. Commissioner's Comments.
20. City Manager's Report.
21. Adjournment.

Approval of Minutes: [February 10, 2026](#)

ALCOA, TENNESSEE
Tuesday, February 10, 2026

The Board of Commissioners of the City of Alcoa, Tennessee, met in a regular session in the Commission Chambers at the Alcoa Municipal Building in the City of Alcoa on **Tuesday, February 10, 2026**, at 7:00 p.m.

At this time, Vice-Mayor Tracey Cooper called the meeting to order and led the Pledge of Allegiance.

On roll call, the following city officials were present: Vice-Mayor Tracey Cooper, presiding; Commissioners Steve Biggar, Josh Blair, and Eddie Hall. Also present were City Manager Bruce Applegate, Jr., City Attorney Stephanie Coleman, and City Recorder Kim Wade. Mayor Tanya Martin was absent when the following meeting was had and done, to wit:

Minutes of the regular meeting of January 13, 2026, having been submitted to each Commissioner prior to the meeting, required no corrections. A motion was made by Commissioner Blair and seconded by Commissioner Biggar to approve the minutes.

On roll call, the motion was passed.

Yeas: Tracey Cooper
Steve Biggar
Josh Blair
Eddie Hall
Nays: None
Absent: Tanya Martin

At this time, Vice-Mayor Cooper read a joint proclamation between the cities of Alcoa and Maryville and Blount County commemorating February 1st as National Freedom Day. She shared that the celebration of Freedom Day is intended as a day to reflect on the freedoms enjoyed by all, and encouraged all Blount County citizens and organizations to join in recognizing “the ideals of liberty and justice on which our nation was founded, as our community thrives when every individual is treated with dignity, respect, and equality.”

At this time, Vice-Mayor Cooper presented a certificate of achievement to the 2025 Alcoa High School Football Team Quarterback Thomas Manu, recognizing him for his impressive season statistics and for his contributions in playing a vital role in the team’s victory in the 2025 State 4A Championship.

It being 7:07 p.m., the Vice-Mayor declared the public hearing open for amending the 2025 Major Thoroughfare Plan, as a part of the Comprehensive Plan and its Urban Growth Boundary, Projected to 2035 (PC Res 2026-12) (Public Hearing – 02/10/2026). There being no one present to protest or discuss the matter, the Vice-Mayor declared the hearing closed.

A motion was made by Commissioner Hall and seconded by Commissioner Blair to amend the agenda.

On roll call the vote was as follows:

Yeas: Tracey Cooper
Steve Biggar
Josh Blair
Eddie Hall

Nays: None

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. Thereupon the Vice-Mayor declared the action was so authorized.

A motion was made by Commissioner Blair and seconded by Commissioner Hall in support of the Property Assessor's 2-Year Appraisal Cycle Initiative.

On roll call the vote was as follows:

Yeas: Tracey Cooper

Steve Biggar

Josh Blair

Eddie Hall

Nays: None

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. Thereupon the Vice-Mayor declared the action was so authorized.

A motion was made by Commissioner Blair and seconded by Commissioner Biggar to receive and file the following from the Alcoa Regional Planning Commission:

- a. PC Resolution 2026-12 amending the 2025 Major Thoroughfare Plan of the City of Alcoa and its Urban Growth Boundary, protected to 2035 (PC RES 2026-12) (Public Hearing – 2/10/2026).

On roll call the vote was as follows:

Yeas: Tracey Cooper

Steve Biggar

Josh Blair

Eddie Hall

Nays: None

Absent: Tanya Martin

The motion was passed by unanimous vote. Thereupon, the Vice-Mayor declared the motion passed, and action was so taken.

A motion was made by Commissioner Hall and seconded by Vice-Mayor Cooper to declare as surplus and authorize the disposal of three vehicles from the Public Works & Engineering Department – Sanitation.

On roll call the vote was as follows:

Yeas: Tracey Cooper

Steve Biggar

Josh Blair

Eddie Hall

Nays: None

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. Thereupon the Mayor declared the action was so authorized.

A motion was made by Commissioner Blair and seconded by Commissioner Hall to authorize the purchase of a replacement vehicle in the Public Works & Engineering Department for the Sanitation Supervisor.

On roll call the vote was as follows:

Yeas: Tracey Cooper

Steve Biggar

Josh Blair

Eddie Hall

Nays: None

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. Thereupon the Mayor declared the action was so authorized.

A motion was made by Commissioner Biggar and seconded by Commissioner Blair to award the apparent low bid to Haren Construction Company for upcoming improvements at the Raw Water Intake Pump Station.

On roll call the vote was as follows:

Yeas: Tracey Cooper

Steve Biggar

Josh Blair

Eddie Hall

Nays: None

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. Thereupon the Mayor declared the action was so authorized.

A motion was made by Commissioner Hall and seconded by Commissioner Blair to approve and sign the electric relocation contract with TDOT's Industrial Access Support (IAS) road project for Smith & Wesson, subject to final City Attorney review.

On roll call the vote was as follows:

Yeas: Tracey Cooper

Steve Biggar

Josh Blair

Eddie Hall

Nays: None

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. Thereupon the Mayor declared the action was so authorized.

A motion was made by Commissioner Blair and seconded by Vice-Mayor Cooper to declare as surplus and sell eight vehicles from the Alcoa Police Department utilizing GovDeals.

On roll call the vote was as follows:

Yeas: Tracey Cooper

Steve Biggar

Josh Blair

Eddie Hall

Nays: None

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. Thereupon the Mayor declared the action was so authorized.

A motion was made by Commissioner Hall and seconded by Commissioner Biggar to declare as surplus two vehicles from the Alcoa Police Department and donate them to the Blount County Sheriff's Office Basic Training Academy.

On roll call the vote was as follows:

Yeas: Tracey Cooper

Steve Biggar

Eddie Hall

Nays: None

Abstain: Josh Blair

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. Thereupon the Mayor declared the action was so authorized.

A motion was made by Commissioner Blair and seconded by Vice-Mayor Cooper to authorize the Local Government sales proposal for the Business License and Property tax modules.

On roll call the vote was as follows:

Yeas: Tracey Cooper

Steve Biggar

Josh Blair

Eddie Hall

Nays: None

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. Thereupon the Mayor declared the action was so authorized.

A motion was made by Commissioner Blair and seconded by Commissioner Hall that an ordinance, the caption of which follows, be passed on first reading: AN ORDINANCE TO AMEND THE 2025 MAJOR THOROUGHFARE PLAN, AS A PART OF THE COMPREHENSIVE PLAN AND ITS URBAN GROWTH BOUNDARY, PROJECTED TO 2035 (PC Res 2026-12) (Public Hearing – 02/10/2026).

Yeas: Tracey Cooper

Steve Biggar

Josh Blair

Eddie Hall

Nays: None

Absent: Tanya Martin

First reading: Motion passed.

A motion was made by Commissioner Hall and seconded by Commissioner Blair to reappoint Mr. Mike Lewis and Mr. Wayne Davis to the Industrial Development Board of Alcoa for six-year terms to expire in February 2032.

On roll call the vote was as follows:

Yeas: Tracey Cooper

Steve Biggar

Josh Blair

Eddie Hall

Nays: None

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. Thereupon the Vice-Mayor declared the action was so authorized.

A motion was made by Commissioner Blair and seconded by Commissioner Hall to reappoint Mr. Eddie Tramel to the City of Alcoa Beer Board for a 3-year term to expire in March 2029.

On roll call the vote was as follows:

Yeas: Tracey Cooper
Steve Biggar
Josh Blair
Eddie Hall

Nays: None

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. Thereupon the Vice-Mayor declared the action was so authorized.

A motion was made by Commissioner Biggar and seconded by Vice-Mayor Cooper to reappoint Mr. Vaughn Belcher to the Blount County Cable Television Authority for a 3-year term to expire in February 2029.

On roll call the vote was as follows:

Yeas: Tracey Cooper
Steve Biggar
Josh Blair
Eddie Hall

Nays: None

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. Thereupon the Vice-Mayor declared the action was so authorized.

There being no further business, a motion was made by Commissioner Blair and seconded by Commissioner Hall that the meeting be adjourned.

On roll call the vote was as follows:

Yeas: Tracey Cooper
Steve Biggar
Josh Blair
Eddie Hall

Nays: None

Absent: Tanya Martin

On roll call the motion was passed by unanimous vote. The meeting was adjourned at 7:39 p.m.

Approved March 10, 2026.

Mayor

ATTEST:

Recorder

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Public Hearings:

1. [Adoption of an ordinance creating a Plan of Services for property identified as Tax Parcel 017.00, Tax Map 018, located at 830 Killion Street \(George and Carole Chambers property\) \(PC RES 2026-10\) \(Public Hearing – 03/10/2026\)](#)

Please recall that this item is by owner's request and is precipitated by interest in obtaining city services (sewer, fire and police protection, and city garbage service). The property is located within the City of Alcoa's adopted Urban Growth Boundary and is attachable by the adjoining parcel. The property has been designated for Retail-General Business Density on the Alcoa Future Land Use Plan/Map. However, if annexed, it is recommended that commercial zoning not be applied at this time. It is premature at this time. Refer to the next item for the recommended zoning assignment.

Please note that the recommended plan of services ordinance on first reading, exhibit B to the annexation resolution, has been updated from that recommended by the planning commission. To clarify an inadvertent oversight, letter F of the plan of services has been updated to state "No public streets are included in this annexation."

The Alcoa Municipal Regional Planning Commission favorably adopted PC Resolution 2026-10, recommending the annexation and a plan of services (Exhibit B) to the Alcoa Board of Commissioners by adoption of the same by resolution and ordinance respectively. Note that the adoption of the resolution for annexation will be considered at time of second reading of the plan of services.

This is the Public Hearing in the matter.

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Public Hearings:

2. [Amending the Zoning Ordinance, Ordinance 338, of the Alcoa Municipal Code, to assign the Zoning District Residence District "A" to Tax Parcel 017.00, Tax Map 018, located at 830 Killion Street \(George and Carole Chambers property\) \(PC RES 2026-11\) \(Public Hearing – 03/10/2026\)](#)

This item is related to the above annexation request by George "Ed" and Carole Chambers. As pointed out under the annexation request, the property is designated as Retail-General Business Density per the Alcoa Future Land Use Plan/Map. However, given the property is currently developed with a single-family dwelling and limited in developable area, staff feels the Residence District "A" is the most appropriate zoning district to be applied at this time.

The Alcoa Municipal Regional Planning Commission favorably adopted PC Resolution 2026-11, which recommends the zoning assignment of Residence District "A" to the Alcoa Board of Commissioners by adoption of the same by ordinance.

This is the Public Hearing in the matter.

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Business:

1. Authorize the purchase of a new KEYper Key Management System for the Alcoa Police Department.

The Commission is requested to authorize the purchase a new KEYper Key Management System for the Alcoa Police Department. The department's original KEYper unit, acquired in the late 2000s, is experiencing recurring errors due to component failures and the associated computer reaching end of life.

This represents an unanticipated expense that was not specifically planned for in this year's budget; however, the department has sufficient funds available to cover this unexpected cost.

The KEYper Systems Key Management System provides secure, 24/7 electronic accountability for all departmental keys. Its proprietary software records every transaction by authorized personnel, maintains a complete audit trail, and prevents access by unauthorized users. The requested replacement is a sole-source upgrade to the existing model, ensuring full compatibility with current hardware, software, and operational workflows.

The total cost of the new system is approximately \$16,000.00, with freight and shipping charges to be determined. This purchase is essential to maintain secure key control, preserve audit integrity, and ensure uninterrupted support for critical public safety operations.



Quote reference: Q-74718

Prepared for:
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Date Prepared:
2/9/2026

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KEYper® MX & MXi Electronic Key System Specifications

I. PURPOSE & SOFTWARE

The purpose of the KEYper® Systems Key Management System(s) is to provide a 24/7 electronic audit of key use by employees. Proprietary software tracks every transaction by authorized users and denies access to unauthorized users.

- Windows IoT Enterprise LTSC 21H2 operating system, Web-based key management software to secure facility keys and track key usage.
- Software provides full transaction audit trail with the ability to filter reports to show:
 - 1 User History
 - 2 Asset/Key History
 - 3 Asset/Keys Out by Days
 - 4 Unauthorized Asset/Key Removal
 - 5 Daily Transaction Recap
 - 6 Time Limit for Keys Out
- Custom User Access Groups controls user access by time, date, and number of keys allowed.
- Any unauthorized removal of key triggers an alert via immediate reporting via email showing the User as well as the time and date of the action.
- Employees may use a PIN number, biometric fingerprint scan, prox card, swipe card, or KEYper® SturdiFob to access the system.
- Reports may be viewed at the kiosk cabinet or on the web and can be scheduled to be emailed to multiple designees.
- Cabinet constructed of 16-gauge steel with powder coat finish.

II. HARDWARE

- Electrical requirements: universal 100-240 VAC, 60/50 Hz, single phase; NEMA standard plug, UL or IEC approved.
- Built-in System Controller with capacitive touch screen display and Intel NUC PC (*optional PC upgrade includes physical TPM security module).
- Optional UPS (uninterrupted power supply), 450VA, 120 VAC.
- Biometric Fingerprint Reader built into key cabinet; Magnetic Swipe or Proximity Card Reader may be substituted.
- Desktop Fob Reader (optional in-cabinet fob reader).
- RJ45 cable for cabinet-to-cabinet connection (if multiple cabinets).
- Optional Key Cabinet stand or wall mount.
- Networking across multiple systems available.
- Administration functions performed via web application to add and delete user's, keys, key data, set user profiles and all other administrative roles.

III. TECH SERVICE & LIMITED WARRANTY

One (1) Full Year of Hardware and Software support via phone and/or eBLVD Remote Access software, with **twelve (12)** month limited hardware warranty against manufacturer's defects. Please refer to Limited Warranty & Support Agreement page for additional terms and conditions.

IV. KEY CABINET CAPACITY SIZES AND DIMENSIONS FOR WALL-MOUNTED CABINETS (approximate values):

		<u>H x W x D</u>
• MKE32/56	65lbs	14.75"x27"x11.5"
• MKE32/64/96/128	120lbs	25"x27"x11.5"
• MKE160/192/224/256/288	180lbs	49"x27"x11.5"



Networked Systems

Definition

Networked systems are defined as **two (2)** or more KEYper® Systems Key Management Systems sharing the same database and connected to one another through a customer's internal/on-premise network or the KEYper® cloud environment. Networking allows the customer to do the following:

- View key inventory among all systems on the network
- Manage keys, users, access and inventory across systems on the network
- View reports of all systems on the network (global reporting)

Important Notes

- **If more than four (4) KEYper® Systems Key Management Systems are to be networked together without the use of the KEYper® cloud environment, an external server is required.**
- Connectivity to the server is required for client systems to function.
- KEYper® Systems Key Management Systems will communicate across subnets and a VPN, but may require configuration changes on the Customer's network by the Customer's IT department.

Administration with Networking

Administration functions, including setting up user profiles, keys, access and report generation is all done through the Elite Web Admin application which can be accessed via any web browser. If using the KEYper® cloud environment, an internet connection is required. If using an internal/on-premise network, then the computer being used to access the Elite Web Admin application requires access to the network the key system(s) reside on.

It is the Customer's responsibility to complete the Site Preparation Agreement, which outlines the necessary infrastructure required (power, data, facilities, personnel, etc.) to facilitate the implementation of our product, then return it to the KEYper® Customer Care Team.



Installation Process for KEYper® Systems Key Management System

To ensure complete satisfaction of your KEYper® Systems Key Management System, our Customer Support team will contact you via email with tracking information, and to arrange an installation and/or training appointment when your system is ready to ship. Training can be completed on-site as well as online.

The following checklist represents the items the Customer must complete prior to scheduling the installation appointment:

- Must complete Site Preparation Agreement prior to scheduling of installation of KEYper® Systems Key Management System.
- Provide KEYper® Systems Tech Department with needed IP addresses, server information and email addresses to set up email reports and data connection.
- Make a suitable location available for Key Management System to reside so that all users may have unimpeded access to the key system, including cabinet door to swing open to the right of cabinet (right hand reverse),
- Will have wall mount installed on the wall *prior* to arrival of the KEYper® Installer and *assume responsibility* for the proper installation of wall mount*
- Will provide a minimum of **two (2)** Key System Administrators for training at time of scheduled installation.
- Will provide and ensure viability of power and internet connection at site of Key Management System prior to install.
- For all Key Management Systems, for installation, Customer must provide an area indoors and not exposed to outside elements.

*Customer assumes all responsibility for the proper installation of the wall mount and waives and hereby releases KEYper® Systems from any and all property or personal injury claims that are brought by any employee of Customer or any third-party related, in any fashion, to the installation of the wall mount.

KEYper® Systems Installation Responsibilities:

- Mount KEYper® Systems Key Management System in location designated by the Customer (assuming location allows proper operation of the Key Management System).
- Will configure email notifications with Customer's email addresses and SMTP server information.
- Will set up **ten (10)** keys in the KEY DATA file during training for the Key System Administrators - *(Customer may purchase Key Setup prior to installation for full key setup.)*
- Will complete the Training Acknowledgement document with the **two (2)** Key System Administrators at completion of training to acknowledge their understanding of the features, functions and operation of the KEYper® Systems Key Management System
- Remainder of keys shall be entered into Key Data file by the **two (2)** Key System Administrators as part of their training and understanding of the Key Management System functions.



Limited Warranty & Support Agreement

KEYper® Systems believes in the quality of its products and warrants that they will be free from manufacturing defects, as more fully defined herein, for a period of **twelve (12)** months from the date of shipment. The sole remedy for this Limited Warranty is replacement of the defective part(s), product, or software, at the discretion of KEYper® Systems. For the first **ninety (90)** days from the date of installation, KEYper® Systems will provide onsite warranty support at no cost to the Customer. After the initial **ninety (90)** day period, onsite technical support will be subject to additional charges or fees. This Limited Warranty only covers products purchased from and installed by KEYper® Systems and excludes any claim related to improper use, lack of proper maintenance, use of unauthorized replacement parts, installation by any party other than KEYper® Systems, and ACTS OF GOD. All express warranties, including this Limited Warranty, become null and void if the Customer or a third party installs or places the products outdoors in a way that exposes them to the elements. After the conclusion of the **one (1)** year warranty period, the Customer can purchase a warranty extension as outlined below.

THE LIMITED WARRANTY PROVIDED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. REPLACEMENT OF ANY FAILED PART OR SOFTWARE IS THE SOLE REMEDY UNDER THIS LIMITED WARRANTY, AND ALL OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, AND SPECIAL DAMAGES ARE HEREBY WAIVED

All replacement parts sent by KEYper Systems must be returned within 30 days of receipt, unless otherwise authorized in writing. If the original part is not returned within this 30-day window, the customer will be invoiced for the full cost of the replacement part.

System Hardware. Customer acknowledges and assumes responsibility to replace hardware should System Upgrade warrant updating hardware in compliance with system requirements for new upgraded software.



Extended Warranty & Support Options

KEYper® Systems Resource Library

Included with purchase of Key Management System:

- Access to our company website resources:
 - User Guide and Documentation
 - How-To Videos
 - Software Release Notes
 - Client Information Portal
 - API References
 - Online Store Access

Standard Support Package (Included in KEYper® Systems SaaS)

- Includes all Website Support Options
- 24-Hour Telephone & Remote Support
 - Connection to a Live Customer Care Representative
 - Business Hours - Technical Support
 - 8:00am-5:00pm EST, Monday - Friday
 - After Hours
 - 5:00pm-10:00pm EST, Monday - Friday
 - 8:00am-10:00pm EST, Saturday & Sunday
 - Automated Priority Forwarding Service
 - 10:00pm-8:00am EST, Monday - Sunday
- All Applicable Software Updates and Upgrades
- Process Consultancy Services
 - Experts advice on system locations, capacity, geographical or process overlays and a host of environmental factors that will affect the way you can effectively manage your keys.

Premier Plus Warranty & Support Package

Includes all in the Standard Support Package plus:

- Warranty Coverage for all KEYper® Systems Hardware
- Two dedicated, one-on-one Online Training Sessions with our Installation and Training Support Team
- Outbound and Inbound Express Shipping and Handling Charges

Restrictions & Limitations

- A warranty reactivation fee of \$250 will be applied to any renewal if the warranty has been expired over **ninety (90)** days.
- Does not include onsite visit costs.
- Does not include costs incurred from 3rd party DMS providers.
- Does not include hardware upgrades.
- Does not include Apple iPads
- Defective parts must be returned for evaluation



Solution Summary

MXi System

QTY	ITEM NUMBER	DESCRIPTION	MSRP	UNIT PRICE	TOTAL PRICE
1.00	MXIB	MXi System MXi Electronic System Bundle	\$0.00	\$0.00	\$15,061.32
1.00	MKE128IC	MXi 128 Complete	\$18,902.30	\$13,650.00	\$13,650.00
128.00	A220	Cable Seal - 5" w/serial	\$4.19	\$4.19	\$536.32
1.00	AAX020	Small Wallboard	\$205.34	\$100.00	\$100.00
1.00	ATX020	APC BE425M UPS	\$99.48	\$75.00	\$75.00
1.00	AAX155	UPS Cable Management Tray	\$240.79	\$100.00	\$100.00
1.00	AAX107	iFob Desktop Fob Reader	\$273.90	\$0.00	\$0.00
1.00	A275S	Remote Install / Training	\$600.00	\$600.00	\$600.00

QTY	ITEM NUMBER	DESCRIPTION	MSRP	UNIT PRICE	TOTAL PRICE
22.00	AAF002	KEYper MXi iFob	\$33.00	\$33.00	\$726.00

Notes

SHIPPING & TAX TBD

Move current SaaS setup to the new system

Legacy Policy:

Legacy Trade-in Discount is to replace existing systems. KEYper SaaS is required to be eligible for Legacy Trade-In Discount. By accepting the Legacy Promotional Trade-In agreement, the customer agrees and understands that the systems being traded-in will be decommissioned and no longer be operational, supported or warranted by KEYper Systems. The controllers may be required to be returned to KEYper to be eligible for the trade-in promotion.

Serial Number of cabinet(s) being replaced:

MSF1201100102115

Remote Installs.

"By proceeding with this purchase, the customer acknowledges and agrees that the installation services being provided are remote installation services only. The customer understands that all support, guidance, and configuration will be conducted remotely, and no physical visit to the installation site is included in this agreement. Onsite installation is available at an additional cost"



Order Total

		Equipment SubTotal	USD 15,787.32
		Estimated Sales Tax(%)	0.00
		Shipping	
		Total (One Time)	USD 15,787.32
		Pricing Valid for 30 days from creation of quote	
Billing Email Address	rwilson@cityofalcoa-tn.gov		

Freight/Shipping charges TBD unless specifically stated.

Parts purchased after the initial installation are covered by a 90-day warranty starting from the shipment date, unless the customer is enrolled in the Premier Plus Warranty plan, which provides extended coverage. All replacement parts sent by KEYper Systems must be returned within 30 days of receipt, unless otherwise authorized in writing. If the original part is not returned within this 30-day window, the customer will be invoiced for the full cost of the replacement part.

Monthly Payment Options

Contract Type	Number Down	Term	Equipment Payment	Total Payment
\$1 Lease	0	12	\$1426.38	\$1426.38
\$1 Lease	0	24	\$744.69	\$744.69
\$1 Lease	0	36	\$510.88	\$510.88
\$1 Lease	0	48	\$397.68	\$397.68
\$1 Lease	0	60	\$332.80	\$332.80

Select here for one time direct pay, Net 30 Term.	<input type="checkbox"/>
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Please enter Monthly Payment Option Term.	_____
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Please enter Purchase Order Number.	_____
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Customer Notes.	
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The Customer acknowledges that they have read the agreement, understands it and agrees to be bound by its terms. Customer agrees that it is the complete and exclusive statement of this agreement between the parties which supersedes all proposals, oral or written, all other communications and prior agreements between the parties relating to the subject matter of this agreement. The terms of this agreement may not be modified or rescinded except by written instrument signed by both the Customer and by a duly authorized officer of KEYper® Systems. Shipment will be made from Seller's manufacturing location in the United States, or such other U.S. point of shipment as specified by Seller. Title to the Product and risk of loss shall pass to the Buyer at the time of the delivery of the Product to a common carrier. Payment for all equipment, warranty and freight is due and payable **thirty (30)** days after shipment date. Payments received after the stated invoice due date will be subject to a late fee equal to **1.5%** per month on the outstanding balance. Invoice begins accruing on the invoice due date. Past due invoices may be referred to a collection agency.

In the event the "customer" terminates the Software as a Service (SaaS) subscription and transitions to an on-premises deployment model, the "customer" shall be subject to a deactivation fee. The deactivation fee will be calculated based on the number of systems within the network.

All Pricing and Costs in US Dollars, and does not include duties, taxes and customs or brokerage charges.

All Credit Card transactions will incur a 2% processing fee.

Title to products does not pass until the products have been paid for in full. KEYper® Systems reserves the right to use self-help and may repossess any products on any invoice that remains unpaid after thirty (30) days. KEYper® Systems reserves the right to enter the Customer's premises if necessary to repossess any such products. If KEYper® Systems has to institute any action to collect any outstanding fee, charge, payment or product, the Customer will be liable for any costs and reasonable attorneys' fees related to such action. This agreement shall be governed by the law of North Carolina, and any disputes related to this agreement shall be heard exclusively, and with such Courts having exclusive jurisdiction, in the Courts sitting in North Carolina.

Rodney Wilson
City of Alcoa
rwilson@cityofalcoa-tn.gov

By signing this agreement, you agree to our Terms & Conditions, as found here:
<https://www.keypersystems.com/global/en/legal-center/general-terms-conditions>

KEYper Systems
Signature:

Printed Name:

Title:

Date:

"Customer"
Signature:

Printed Name:

Title:

Date:

 KEYper Systems Key Management Simplified	KEYper Systems Order Entry Form	KHD037 Rev B 05/12/23
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Please Type Your Answers in the Spaces Provided

1. Primary Contact for this Order		Comments			
Contact Name					
Email Address					
Phone Number					
2. Ship To Address					
Company Name		<i>Please provide the email and phone number for the person responsible for receiving freight shipments</i>			
Accurate Address					
City, State, Postal					
Attention To					
Email Address					
Phone Number					
3. Installation Contact <i>(who will coordinate the installation appointment)</i>					
Contact Name		<i>Notes:</i>			
Email Address					
Phone Number					
4. Training Contact <i>(who will undergo/coordinate training)</i>					
Contact Name		<i>Notes:</i>			
Email Address					
Phone Number					
5. Accounts Payable <i>(who is responsible for paying KEYper)</i>					
<i>KEYper Systems invoices are Net 30 days. All payments after 30 days will incur a 1.5% late fee per month on the outstanding balance (18% annually)</i>		<i>Please provide the contact information for the person who will pay the system invoice and all future KEYper invoices</i>			
AP Contact Name					
Mailing Address					
City, State, Postal					
Email Address					
Phone Number					
Purchase Order, if Required					
6. Sales Tax Classification <i>(check one)</i>					
Taxable	<input type="checkbox"/>	Sales tax will be charged based on laws in my tax jurisdiction			
Exempt	<input type="checkbox"/>	We are claiming exemption from state sales tax			
		<i>A Tax Exemption Certificate is required to be held on file to validate tax exempt status on Tangible Personal Property purchases</i>			
7. Delivery					
Is your location currently under construction or renovations?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	<i>Notes:</i>
Can you receive shipment once the order is ready?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
If <u>not</u> , please provide a desired delivery date.					

The customer is required to provide and sign off on the accuracy of the information on this Order Entry Form. Any errors with the shipping information may lead to additional freight charges that would be the responsibility of the customer.	Date:	
	Signature:	

Please Return to Your Sales Representative

Business:

2. Authorize the Mayor to execute an EJCDC Agreement with SSR for professional engineering work and design work for the City of Alcoa.

The City Commission is requested to authorize the Mayor to execute an EJCDC Agreement with SSR for professional engineering work and design work for the City of Alcoa.

As a reminder, the EJCDC Agreement is good for 5 years and allows the City and the Engineering companies performing professional services to enter into Task Order agreements for jobs as they arise during those 5 years. Currently there is not an EJCDC between SSR and City of Alcoa so one will need to be executed so that we may enter into a Task Order Agreement for work to be performed (separate agenda item).

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

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

TASK ORDER EDITION

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of 03/02/2026 ("Effective Date of the Agreement") between
City of Alcoa ("Owner") and
SSR Inc. ("Engineer").

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

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement. With respect to Owner’s responsibilities, each specific Task Order shall either incorporate by reference Exhibit B, "Owner’s Responsibilities", or state the Owner’s responsibilities in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C. In the case of disagreement, terms in the Task Order shall control.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- 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, may be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, may be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to recover the damages resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

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 terms of Exhibit C, and the specific Task Order, with the terms of the Task Order controlling in the event of a conflict. 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 principal owed to Engineer and then to interest.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. Any principal amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven business days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner

shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise 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. Except as stated in the immediately preceding sentence, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. *Compliance with Laws and Regulations, and Policies and Procedures*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with 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. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. 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 of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. 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 the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- H. 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.
- I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- K. Engineer's services do not include providing legal advice or representation.

- L. 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.
- M. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Owner shall require Contractors 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 Specific Project.
- C. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- D. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

- B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:
1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
 2. By Engineer:
 - a. upon seven business days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven business days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- D. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D 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 Task Order materials in orderly files.
- E. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses, unless the payment for such services is disputed. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination as agreed to by the parties before the effective date of termination, such as

reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

6.07 *Governing Law; Venue; Jurisdiction*

- A. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee. The sole and exclusive forums for the resolution of any dispute arising under this Agreement shall be the state courts located in Blount County, Tennessee, or the United State District Court – Eastern District of Tennessee located in Knoxville, Tennessee, both of which all parties hereto agree to consent to the personal jurisdiction thereof.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith prior to and when invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law subject to sections 6.07(A) of this Agreement.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, 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.
2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven business days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of seven (7) years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- F. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, 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*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor 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 a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, 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 damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *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.
23. *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.
24. *Owner*—The individual or entity with which Engineer has entered into 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 Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the

term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.

27. *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.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project 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 use of a Contractor.
30. *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.
31. *Specific Project*—The total specific 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 a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project. This document is described in Article 1.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in

connection with the Specific Project, and the cost of other services to be provided by others to Owner.

37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. 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 such Construction Contract Documents.
 38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight, unless business day is specified. Business day shall mean and include all days except Saturdays, Sundays, and all federal holidays.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1 and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included*: Attached to this Agreement are the following Exhibits which are intended to clarify details of a project-specific Task Order. Those that are mandatory are noted as such.

- A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner’s Responsibilities. This Exhibit is for reference in preparing the description of the Owner’s responsibilities for specific Task Orders and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be made in the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer may use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer’s scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project.
- G. Exhibit G, Insurance. This Exhibit may be used to specify special insurance requirements for a specific Task Order.
- H. Exhibit H, Dispute Resolution. This Exhibit shall apply to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit shall not apply.
- J. Exhibit J, Special Provisions. This Exhibit may be used to note Special Provisions associated with a specific Task Order.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *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 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:	ENGINEER:
By: _____	By: <u>Tiffany Heard</u>
Print Name: Shane Snoderly	Print Name: Tiffany Heard
Title: Director of Public Works & Engineering	Title: Principal Engineer
Date Signed: _____	Date Signed: February 27, 2026
	Engineer License or Firm's Certificate No. (if required): 111784
	State of: Tennessee
Date Signed: _____	Date Signed: _____
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
<u>725 Universal Street</u>	<u>6055 Primacy Parkway</u>
<u>Alcoa, TN 37701</u>	<u>Suite 401</u>
_____	<u>Memphis, TN 38119</u>
DESIGNATED REPRESENTATIVE (Paragraph 8.04):	DESIGNATED REPRESENTATIVE (Paragraph 8.04):
<u>Shane Snoderly</u>	<u>Tiffany Heard</u>
Title: <u>Director of Public Works & Engineering</u>	Title: <u>Principal Engineer</u>
Phone Number: _____	Phone Number: <u>901-683-3900</u>
E-Mail Address: <u>ssnoderly@cityofalcoa-tn.gov</u>	E-Mail Address: <u>theard@ssr-inc.com</u>

Business:

3. Authorize the Mayor to execute Task Order 1 service agreement for consultant engineering work with SSR, Inc., associated with the installation and management of the FEMA generator grant for the Water Treatment Plant.

The City Commission is requested to authorize the Mayor to execute Task Order 1 service agreement for consultant engineering work with SSR, Inc. associated with the installation and management of the FEMA generator grant for the Water Treatment Plant that was awarded to the City. As you may recall, this grant has been ongoing for over 6 years and has now been awarded but with an aggressive timeframe to complete. Given the communication, time, forms, and documentation required to close out grant projects, staff request assistance from a firm familiar with these requirements to assist in the project.

Currently commission has approved the purchase of the generators contract to allow for their installation and is now being asked to approve of assistance in project management. SSR has a good history with this type of project, and has history related to the Water Treatment Plant as the firm that designed the plant.

The grant itself covers the purchase of the generators. Other costs associated with the installation and management are the responsibility of the City.

ENGINEERING TASK ORDER 26-41-001.0**Task Order**

In accordance with the Standard Form of Agreement Between Owner and Engineer for General Professional Engineering Services, dated February 18, 2002 with updated rates dated May 14, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: March 6, 2026
- b. Owner: City of Alcoa, TN
- c. Engineer: Smith Seckman Reid, Inc.
- d. Specific Project (title): FEMA Generator Grant Assistance
- e. Specific Project (description): To meet the Hazard Mitigation Grant Program (HMGP) requirements, the Engineer will assist the City of Pigeon Forge in the procurement and grant reimbursement process for the emergency generators. The project will involve reviewing Alcoa's grant application, coordinating with the grant administrator, verifying grant requirements are being met.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - the services (and related terms and conditions) set forth in paragraph I. **Professional Services** of the Agreement referred to above and described herein:
 - Procurement support, reimbursement submission and compliance for the purchase of generators using HMGP grant funds***
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

Not used

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Professional Services Agreement.

5. Task Order Schedule

In addition to any schedule provisions provided in the Professional Services Agreement or elsewhere, the parties shall meet the following schedule:

As needed to comply with grant schedule.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	-	-
a. Grant Support	\$ 3,500	LS
TOTAL COMPENSATION	\$3,500	

7. Consultants retained as of the Effective Date of the Task Order: None.

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: None.

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2026.

OWNER: City of Alcoa, TN

ENGINEER: Smith Seckman Reid, Inc.

By: _____

By: _____

Print Name: _____

Print Name: Tiffany Heard, PE

Title: _____

Title: Principal

Business:

4. Declare as surplus and authorize the disposal of vehicles and equipment from the Public Works & Engineering Department.

The City Commission is requested to declare as surplus and authorize the disposal of the following vehicles and equipment from the Public Works & Engineering Department:

Fleet:

- 2000 Ford F-250
 - VIN# 1FTNX21L3YEB78148
 - Milage: 143215
- 1999 GMC C6500 (Mechanic Truck)
 - VIN# 1GDJ7H1C6XJ504110
 - Milage: 253948

Meters:

- 2017 Dodge 1500
 - VIN# 1C6RR7FT0HS54866
 - Milage: 140333

Water/Waste Water:

- 2018 F150
 - VIN# 1FTFX1E58JKC88646
 - Milage: 143533

These vehicles have been replaced and/or are no longer needed. Staff recommends the declaration of surplus and allow for the sale of these items.



REQUISITION FOR THE DISPOSAL / SALE OF SURPLUS PROPERTY

UPON COMPLETION SUBMIT TO PURCHASING AGENT

Department: Fleet Date: 1-12-26

Dept. Contact: Phil McCammon Phone: 865-201-0072

Item: Ford F-250 Quantity: 1

Detailed Description:

Make: Ford Model: F-250 VIN/Serial #: 1FTUX21L34EB78148

Starts: Yes No Needs a Jump

Transmission: Manual Automatic

	Working	
Power Steering:	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Power Seats:	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Power Locks:	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Power Windows:	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Cruise Control:	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

	Working:	
AC:	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Radio:	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
4x4:	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Wipers:	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional Comments: Wipers sometimes hesitate to come on

Recommended Method of Disposal: Auction Donation Destroy

Department Head Signature: _____ Budget Code: 110.30.43170.53400.10000.00

For Purchasing Use Only	
Commission Approved: Yes <input type="checkbox"/> No <input type="checkbox"/>	Date: _____
Disposal Method:	
Auction _____	Auction # _____ Funds Received: _____
Donation _____	To Whom: _____
Destroyed _____	By Whom: _____
Purchasing Agent Signature _____	



REQUISITION FOR THE DISPOSAL / SALE OF SURPLUS PROPERTY

UPON COMPLETION SUBMIT TO PURCHASING AGENT

Department: Fleet Date: 2-13-26
 Dept. Contact: Phil McCann Phone: _____
 Item: Mechanic Truck Quantity: 1

Detailed Description:
 Make: GMC Model: C6500 VIN/Serial #: 1GDT7H1C6XJ504110

Starts: Yes No Needs a Jump Transmission: Manual Automatic

	Yes	No	Working	Yes	No
Power Steering:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Power Seats:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Power Locks:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Power Windows:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cruise Control:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	Working:	Yes	No
AC:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Radio:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4x4:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wipers:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:
Miles 254018

Recommended Method of Disposal: Auction Donation Destroy

Department Head Signature: _____ Budget Code: _____

For Purchasing Use Only			
Commission Approved:	Yes	No	Date: _____
Disposal Method:			
Auction _____	Auction # _____	Funds Received:	_____
Donation _____	To Whom: _____		
Destroyed _____	By Whom: _____		
			Purchasing Agent Signature _____



REQUISITION FOR THE DISPOSAL / SALE OF SURPLUS PROPERTY

UPON COMPLETION SUBMIT TO PURCHASING AGENT

Department: Meter UTILITY SERVICES Date: 2-13-26

Dept. Contact: PHILLIP McCAMMON Phone: _____

Item: 1/2 TON PICKUP Quantity: 1

Detailed Description:

Make: 2017 Model: 1500 P/U VIN/Serial #: 1C6RR7FT0HS548

Starts: Yes No Needs a Jump

Transmission: Manual Automatic

	Yes	No	Working	Yes	No
Power Steering:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Power Seats:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Power Locks:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Power Windows:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cruise Control:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	Working:	Yes	No
AC:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Radio:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4x4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wipers:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:
140388 MILES

Recommended Method of Disposal: Auction Donation Destroy

Department Head Signature: _____ Budget Code: _____

For Purchasing Use Only

Commission Approved: Yes No Date: _____

Disposal Method:

Auction _____ Auction # _____ Funds Received: _____

Donation _____ To Whom: _____

Destroyed _____ By Whom: _____

Purchasing Agent Signature



REQUISITION FOR THE DISPOSAL / SALE OF SURPLUS PROPERTY

UPON COMPLETION SUBMIT TO PURCHASING AGENT

Department: Water Date: 2/26/2026
 Dept. Contact: Josh Rutledge Phone: 380-4816
 Item: 2018 Ford F-150 Quantity: 1

Detailed Description:

Make: Ford Model: F-150 VIN/Serial 1FTFX1E58JKC88646

Starts: Yes No Needs a Jump

Transmission: Manual Automatic

	Yes	No	Working	No
Power Steering:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Power Seats:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Power Locks:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Power Windows:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cruise Control:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No	Working:	No
AC:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Radio:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4x4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wipers:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments: Miles: 143533

Recommended Method of Disposal: Auction Donation Destroy

Department Head Signature: _____ Budget Code: _____

For Purchasing Use Only			
Commission Approved:	Yes	No	Date: _____
Disposal Method:			
Auction	_____	Auction #	_____ Funds Received: _____
Donation	_____	To Whom:	_____
Destroyed	_____	By Whom:	_____
			_____ Purchasing Agent Signature

Business:

5. Authorize the Mayor to execute an EJCDC Agreement with Ardurra Group, Inc. for professional engineering work and design work for the City of Alcoa.

The City Commission is requested to authorize the Mayor to execute an EJCDC Agreement with Ardurra for professional engineering work and design work for the City of Alcoa.

As a reminder, the EJCDC Agreement is good for 5 years and allows the City and the Engineering companies performing professional services to enter into Task Order agreements for jobs as they arise during those 5 years. Currently there is not an EJCDC between Ardurra and City of Alcoa so one needs to be executed so that we may enter into a Task Order Agreement for work to be performed (separate agenda item).

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

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

TASK ORDER EDITION

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of _____, 2026 ("Effective Date of the Agreement") between

THE CITY OF ALCOA, TENNESSEE ("Owner") and

ARDURRA GROUP, INC. ("Engineer").

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

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement. With respect to Owner’s responsibilities, each specific Task Order shall either incorporate by reference Exhibit B, "Owner’s Responsibilities", or state the Owner’s responsibilities in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C. In the case of disagreement, terms in the Task Order shall control.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- 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, may be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, may be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to recover the damages resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

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 terms of Exhibit C, and the specific Task Order, with the terms of the Task Order controlling in the event of a conflict. 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 principal owed to Engineer and then to interest.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. Any principal amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven business days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner

shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise 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. Except as stated in the immediately preceding sentence, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. *Compliance with Laws and Regulations, and Policies and Procedures*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with 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. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. 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 of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. 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 the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- H. 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.
- I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- K. Engineer's services do not include providing legal advice or representation.

- L. 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.
- M. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Owner shall require Contractors 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 Specific Project.
- C. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- D. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

- B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:
1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
 2. By Engineer:
 - a. upon seven business days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven business days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- D. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D 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 Task Order materials in orderly files.
- E. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses, unless the payment for such services is disputed. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination as agreed to by the parties before the effective date of termination, such as

reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

6.07 *Governing Law; Venue; Jurisdiction*

- A. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee. The sole and exclusive forums for the resolution of any dispute arising under this Agreement shall be the state courts located in Blount County, Tennessee, or the United State District Court – Eastern District of Tennessee located in Knoxville, Tennessee, both of which all parties hereto agree to consent to the personal jurisdiction thereof.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith prior to and when invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law subject to sections 6.07(A) of this Agreement.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, 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.
2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven business days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of seven (7) years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- F. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, 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*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor 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 a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, 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 damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *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.
23. *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.
24. *Owner*—The individual or entity with which Engineer has entered into 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 Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the

term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.

27. *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.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project 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 use of a Contractor.
30. *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.
31. *Specific Project*—The total specific 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 a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project. This document is described in Article 1.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in

connection with the Specific Project, and the cost of other services to be provided by others to Owner.

37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. 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 such Construction Contract Documents.
 38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight, unless business day is specified. Business day shall mean and include all days except Saturdays, Sundays, and all federal holidays.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1 and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included*: Attached to this Agreement are the following Exhibits which are intended to clarify details of a project-specific Task Order. Those that are mandatory are noted as such.

- A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner’s Responsibilities. This Exhibit is for reference in preparing the description of the Owner’s responsibilities for specific Task Orders and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be made in the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer may use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer’s scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project.
- G. Exhibit G, Insurance. This Exhibit may be used to specify special insurance requirements for a specific Task Order.
- H. Exhibit H, Dispute Resolution. This Exhibit shall apply to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit shall not apply.
- J. Exhibit J, Special Provisions. This Exhibit may be used to note Special Provisions associated with a specific Task Order.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *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 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

ENGINEER:

By: _____
Print Name:

By:  _____
Print Name: Alan Grissom

Title: _____
Date Signed: _____

Title: TNKY Practice Director
Date Signed: _____

Engineer License: 117399

State of : Tennessee

Address for Owner's receipt of notices:

223 Associates Boulevard
Alcoa, TN 37701

Address for Engineer's receipt of notices:

10025 Investment Drive, Suite 120
Knoxville, TN 37932

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Shane Snoderly

Jimmy Albert

Title: Director of Public Works and Engineering

Title: Project Manager

Phone Number: 865-380-4800

Phone Number: 865-343-0039

E-Mail Address: ssnoderly@cityofalcoa-tn.gov

E-Mail Address: jalbert@ardurra.com

Business:

6. Authorize the Mayor to execute Task Order 1 service agreement with Ardurra Group, Inc. for consultant engineering work required to update the Public Works & Engineering's existing water model and use that data to compile a report for the City of Alcoa's Fire Department in use in their ISO audit.

The City Commission is requested to authorize the Mayor to execute Task Order 1 service agreement with Ardurra Group, Inc. for consultant engineering work required to update the Public Works & Engineering's existing water model and use that data to compile a report for the City of Alcoa's Fire Department in use in their ISO audit. The existing water model was updated over 5 years ago and done so in different software. As part of this Task, that model will be updated to show system changes that have occurred since that time that can impact fire flows and development. This data will be compared and calibrated using flow information obtained by the Fire Department from hydrants in the system. Ardurra will use this model and data to compile a report for the Fire Department in use for their ISO Audit. Use of the model in ISO reports allows for a reduction in the requirement to obtain flow data from all fire hydrants in system and utilizes the projected calculations of the model instead. This creates savings in time and effort for both Public Works & Engineering and the Fire Department, reduces the water lost during these flows as well as reduces the potential for muddy water in the water system.

The water model also serves as a very important development and design for the City to ensure that expansions, additions, and changes can be accounted for.

TASK ORDER

This is Task Order No. <u>1</u> , consisting of <u>2</u> pages.

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Ardurra Group, Inc. for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner: City of Alcoa
- c. Engineer: Ardurra Group, Inc.
- d. Specific Project (title): Water Model Development and Calibration
- e. Specific Project (description):

The ENGINEER will utilize GIS data, SCADA data, and record drawings supplied by the OWNER develop a hydraulic model of the distribution system using InfoWater Pro software by Innovyze. The model will be calibrated statically through SCADA data and dynamically through hydrant testing. After calibration and review with the OWNER's operational staff, the ENGINEER will summarize and present major findings via a technical memo describing the creation, calibration, and preliminary results of the model.

2. Services of Engineer

- A. See Exhibit 'A' attached.

3. Owner's Responsibilities

- A. See Exhibit 'B' attached.

4. Task Order Schedule

- A. See Exhibit 'A' attached.

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows (See Exhibit 'C' for additional details):

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Professional Engineering Services	Lump Sum	\$80,000

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Attachments:

- A. Exhibit 'A' – Detailed Scope of Services Provided by Engineer
- B. Exhibit 'B' – Owner’s Responsibilities
- C. Exhibit 'C' - Payments to Engineer for Services and Reimbursable Expenses

7. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER:

ENGINEER:

By: _____

By: Will Littlejohn

Print Name: Ms. Tanya Martin

Print Name: Will Littlejohn, PE

Title: Mayor

Title: Civil Utilities Team Leader

Engineer License or Firm's Certificate No. (if required): 120418
State of: Tennessee

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Shane Snoderly, PE, RLS

Name: Jimmy Albert, PE

Task Order Form

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Title: Director of Public Works & Engineering

Title: Project Manager

Address: 725 Universal Street
Alcoa, TN 37701

Address: 10025 Investment Drive, Suite 120
Knoxville, TN 37932

E-Mail
Address: ssnoderly@cityofalcoa-tn.gov

E-Mail
Address: jalbert@ardurra.com

Phone: 865.380.4800

Phone: 865.343.0039

Task Order Form

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This is **EXHIBIT A**, consisting of 2 pages, referred to in and part of the **Task Order** dated [REDACTED].

Engineer's Services for Task Order

PROJECT SCOPE

The OWNER provides water service to customers in Alcoa, Tennessee. The water system encompasses the entirety of the City of Alcoa and surrounding areas of Blount County. In total, the water system provides service to approximately 11,000 customers and consists of approximately 240 miles of waterline.

The ENGINEER will utilize GIS data, SCADA data, and record drawings supplied by the OWNER develop a hydraulic model of the distribution system using InfoWater Pro software by Innovyze. The model will be calibrated statically through SCADA data and dynamically through hydrant testing.

After calibration and review with the OWNER's operational staff, the ENGINEER will summarize and present major findings via a technical memo describing the creation, calibration, and preliminary results of the model.

The ENGINEER's Scope of Work is further defined in Basic Services:

BASIC SERVICES

Upon written or verbal authorization from the OWNER, the ENGINEER will perform those tasks necessary to complete the Work as describe below:

Task One - Hydraulic Model Development and Calibration

- A. Build six (6) tanks from GIS information and/or dimensions provided by OWNER
- B. Analyze billing data to determine average and peak consumption for each customer and geocode water meters from billing data.
- C. Allocate demand from geocoded water meters to the model.
- D. Calibrate pumps stations using SCADA and hydrant testing data provided by OWNER.
- E. Calibrate model elements to SCADA data provided by OWNER. Calculate and incorporate non-revenue water demand and adjust daily demand patterns.
- F. Develop five (5) individual hydrant tests, with input from OWNER on feasibility of flowing specific hydrants. Tests will include multiple hydrants in series. Tests will be located to calibrate multiple areas, pipe materials and pipe ages.
- G. Provide three (3) personnel, two (2) pressure gauges and one (1) pitot gauge for field hydrant data collection required for model calibration. OWNER will be responsible for operating valves, hydrants and installing pressure gauges as needed.
- H. Calibrate model to five (5) hydrant tests performed by ENGINEER.
- I. Verify model for ISO hydrant test for 5% of hydrants in each pressure zone for a maximum of 15 hydrants within the system.

Exhibit A – Engineer's Services

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Task Two: Hydraulic Model Summary and Report

- A. Write a report summarizing the model development and calibration process
- B. Develop tables including:
 - a. Model and system statistics (length of pipe by diameter, storage volume, capacity of pumping facilities, etc.);
 - b. Non-revenue water throughout system;
 - c. Customer demand throughout system;
 - d. Average pressure throughout system;
 - e. Minimum predicted fire flow for ISO certification
- C. Develop Figures and Exhibits including;
 - a. Minimum pressure on current average and peak day
 - b. TDEC fire flow on current peak day
- D. Summarize areas of focus with low daily pressure or low available fire flow.
- E. Submit draft report to the OWNER and meet to discuss report and findings
- F. Incorporate comments on draft and finalize report
- G. Provide shapefiles of model output for OWNER's viewing of pressure and available flow in OWNER's GIS system.

TIME OF SERVICE

- A. Hydraulic Model Development and Calibration - 270 days following receipt of all required data
 - a. GIS infrastructure and demands shall be imported within 120 days of receipt of data
 - b. Tank fill/draw (macro) calibration shall be complete within 90 days of completion of Task 'a' (in this paragraph).
 - c. Hydrant flow tests shall be performed within 60 days of completion of Task 'a' (in this paragraph).
 - d. Hydrant test calibration and ISO hydrant verification within 30 days of completion of Task b or receipt of require ISO hydrant data whichever is later.
- B. Hydraulic Model Summary and Report - 60 days following completion of Task One.

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [REDACTED].

Owner's Responsibilities

To complete these tasks, Engineer shall be entitled to rely on the completeness and accuracy of all information provided by the OWNER or the OWNER's engineers or representatives. The OWNER shall provide all information requested by the ENGINEER during the project, including, but not limited to the following:

- A. GIS mapping in editable (not view only) database format for import into GIS software and conversion to modeling software. GIS information is to include:
 - a. Pipes with diameter and connectivity
 - b. Location of Valves, including system valves, boundary valves, pressure reducing valves, flow control valves, or any other type of valve in the system that can affect flow or pressure.
 - c. Location of Fire Hydrants.
 - d. Location, size, dimensions, and elevations of Storage Tanks
 - e. Location, elevation, characteristics, and pump curves of Pump Stations
 - f. Characteristics of Water Treatment Facilities
 - g. Hydrant testing information required for ISO fire flow verification. For accurate model results hydrant testing data must also contain system conditions such as influent and effluent pump station status, tank elevations, PRV settings, or other operational controls.
- B. Minimum of 12-months of water billing/consumption data for all water meters (residential, commercial, fire, etc.).
- C. 12-months SCADA data for all wholesale meters, pump stations, storage tanks, flow meters, and other system data recording devices if available with hourly resolution.
- D. Pump curve information (or model and serial number) on pump stations, if available.
- E. Record drawings for all pump stations, tanks, and water treatment plant facilities.
- F. Any previously developed system maps.

It is assumed that this information is available to the OWNER. If effort is required by ENGINEER to populate or acquire information on any of the above items, this shall be considered additional services and will be billed in addition to the contract amount at hourly rates. ENGINEER shall notify the OWNER of any discrepancies in information and receive approval for additional services in writing, prior to beginning any additional effort. Additional effort will be considered in addition to schedules for hydraulic modeling effort.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [REDACTED].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

OWNER shall compensate the ENGINEER for providing the services set forth on lump sum basis.

The fee for the identified scope of services broken down by task is as follows:

Task One – Hydraulic Model Development and Calibration: \$53,000

Task Two – Hydraulic Model Summary and Report: \$27,000

Total Fee: \$80,000

In the unforeseen event that scope of services changes requiring an amended budget, a revised proposal will be submitted for the OWNER to review and approve prior to proceeding on the additional work.

Business:

7. Authorize the Mayor to execute a Task Order service agreement with LDA Engineering for the engineering work required to prepare the annual report to TDEC on behalf of the Alcoa/Maryville/Blount County Landfill.

The City Commission is requested to authorize the Mayor to execute a Task Order service agreement with LDA Engineering for the engineering work required to prepare the annual report to TDEC on behalf of the Alcoa/Maryville/Blount County Landfill. The AER is a TDEC required report that tracks volume changes at the permitted disposals cells. Cost in the Task Order include conducting a new, updated topographic survey of all permitted areas within the landfill and preparing the report on behalf of the landfill.

We are including in the Task Order, additional updated contours for the properties owned by the Landfill that are outside of the permitted but will be used for other future operations. This additional survey information is easily obtained while the aerial survey is being conducted and will be used to assist in the design of the future landfill activities.

This engineering and annual report work is budgeted yearly and will be paid for with funds from the Landfill which is self-funded through the tipping fees. The additional survey information is budgeted as part of the cell expansion project.



February 24, 2026

Mr. Shane Snoderly, PE, RLS
Director of Public Works and Engineering
City of Alcoa
725 Universal Street
Alcoa, TN 37701

RE: Annual Engineering Report Survey for Class I
Task Order # _____

Dear Mr. Snoderly,

LDA Engineering is pleased to submit our proposal to provide consulting services to the City of Alcoa related to the referenced project.

PROJECT DESCRIPTION

The Tennessee Department of Environmental & Conservation (TDEC) requires annual reporting of the remaining life of Class I landfills. LDA Engineering will provide assistance to gather the information needed to ensure the report is submitted to TDEC by May 1st, 2026

SCOPE OF SERVICES

LDA Engineering proposes to provide a Scope of Services as follows:

Annual Report Assistance

LDA will:

- A. Provide a current topographic aerial LiDAR survey of the Class I cell superimposed over approved permitted contours.
- B. Produce a remaining life estimate and supporting calculations as required.
- C. Prepare the AER and supplements necessary to complete the report.
- D. Provide sealed and stamped exhibits by a P.E. and an R.L.S. comparing differences between the last aerial flight and the current aerial flight per TDEC requirements.
- E. Obtain landfill operational data (tons/year received, leachate generation on a monthly basis, special waste information, etc.) from your records to include in the report.
- F. Coordinate and submit all AER requirements to TDEC.

Additional Survey Option

Under this additional survey option, LDA will:

- A. Provide a topographical aerial LiDAR survey of the Class III and the field owned by the City to the northwest of the landfill.
- B. Deliver a CAD file of the full LiDAR flight for the use of the City and its consultants.

Although not a complete list of all services or potential services that will be excluded from this proposal, the following services are specifically excluded:

- A. No exclusions

If any of the above excluded services are required, please contact us so that we can modify this Work Order or provide an additional one for the needed services.

PROJECT FEES

LDA Engineering will provide the services as stated on a lump sum basis. The following is a breakdown of services and associated fees:

Task 1 – Aerial LiDAR Flight	\$ <u>3,250.00</u>
Task 2 – Processing LiDAR	\$ <u>2,000.00</u>
Task 3 – Engineering AER	\$ <u>3,250.00</u>
Total	\$ 8,500.00
Additional Survey Option	\$ <u>4,000.00</u>
Total with Additional Survey Option	\$ 12,500.00

The fees outlined above are to be billed on a monthly basis as the work progresses.

LDA Engineering is pleased to have the opportunity to be of further service to the City of Alcoa. We are prepared to begin this project immediately upon your authorization.

Sincerely,



Matthew Davis
Senior Utility Engineer

The Effective Date of this Task Order is _____, 2026:

OWNER:

ENGINEER/FIRM

By: _____

By: _____

Name: _____

Name: Matthew R. Davis

Title: _____

Title: Senior Utility Engineer

DESIGNATED REPRESENTATIVE:

DESIGNATED REPRESENTATIVE:

Name: Shane Snoderly

By: Matthew R. Davis

Title: Director of Public Works & Engineering

Title: Senior Utility Engineer

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Business:

8. Authorize the Mayor to execute Task Order 4.0 a service agreement under the existing Engineering Agreement with Consor Engineers, LLC for consultant engineering work related to providing engineering assistance in sanitary sewer basin flow analysis.

The City Commission is requested to authorize the Mayor to execute Task Order 4.0 (see attached), a service agreement under the existing Engineering Agreement with Consor Engineers, LLC for consultant engineering work related to providing engineering assistance in sanitary sewer basin flow analysis.

The project is to assist staff in delineating and prioritizing sanitary sewer drainage basins so that data will be available to assist in determining areas that need to prioritize for repair and replacement based on their flow and estimated infiltration and inflow (I/I).

Currently the city is conducting a state required assessment management plan that categorizes and helps assign cost and replacement schedules to the sanitary sewer system. However, staff have determined that more data should be used in making rehab decisions other than just age and material types. Using real flow data to find the worse performance areas would be better internal tool and can potentially be correlated to the age/material data.

This method will help staff make better financial decisions on the system.

The estimated cost for this work is \$43,000.00. The cost of this task order will come from the Public Works & Engineering Department Water Special Project Budgets that cover various projects for water and sewer.



1111 N. Northshore Dr, Suite S-125
Knoxville, TN 37919

City of Alcoa, TN

Engineering Assistance: Sanitary Sewer Basin Flow Analysis Task Order 4

SCOPE OF SERVICES

February 2, 2026

Shane Snoderly

Director of Public Works and Engineering
725 Universal Street
Alcoa, TN 37701

RE: Scope of Services – Engineering Assistance: Sanitary Sewer Rehabilitation Study

Dear Mr. Snoderly,

Consor North America, Inc. (Consor) is pleased to provide the City of Alcoa (City) with the following proposal for engineering assistance related to your ongoing sanitary sewer rehabilitation program. The City requested these services to assist with prioritizing and planning rehab efforts in specific “sewersheds.”

BACKGROUND INFORMATION

Jacobs Engineering, hired by the City of Maryville (Maryville) as the Regional Wastewater Treatment Plant (RWWTP) consultant, is installing meters along the Maryville / Alcoa Regional Interceptor and other areas to gather flow data that will be used to size the Russell Branch Pump Station (RBPS) improvements and the secondary force main between the RBPS and the RWWTP.

As this work is done and flow data is generated, the City requests Consor’s assistance with evaluating the collected data related to the individual sewer basins to assist in rehabilitation project prioritization and development. In addition to Jacob’s flow data, the systemwide evaluation will include existing Regional (i.e., both Alcoa and Maryville) flow data that has been collected and managed by City of Maryville staff for several years.

There are two previous flow studies that were completed by Jacobs:

1. Most recently, a study of the Interceptor that identified possible “hot spots” along its length that may require additional evaluation.
2. Prior to that, a study of the Culton Creek trunk line and basin that collects flows from both Alcoa and Maryville customers. As a result of that study, the City recently rehabilitated the lines along Vera Dr, Mildred Dr, Mildred Cir, and Marti Ln within that sewershed. Related to that study, the City would like to evaluate the discharge of flows from the Liberty Street Lift Station which predominantly serves the TN Air National Guard Base to see if all or a portion of these flows may be rerouted elsewhere within the City’s collection system.



Using the aforementioned flow information and other available data, Conсор will assist the City in the identification and prioritization of basins / sewersheds within the City's collection system that appear to be in greatest need of rehab work and/or other improvements.

City of Alcoa Action Items:

- The City will provide Conсор with shape files of the wastewater collection system that includes both gravity and pressure mains, pump stations, the most recent condition assessment ratings, permanent flow meters, and other pertinent information.
- The City has laser meters that may be deployed to collect supplemental data that may be necessary for this work. City staff will determine the availability of staff (current and recently retired) who may be used for the installation, operation, and maintenance of these meters in support of this work.
- Provide Conсор copies of the two studies noted above.
- Contact Maryville for the most recent flow data and correlating rainfall data and whether City and/or Conсор staff may have direct access to the flow data dashboard. Provide a tabulation (Excel spreadsheet or similar format) of monthly total flows for each existing flow meter for the previous five years (January through December for years 2021 through 2025) as well as rainfall data for each month.
- For each of the Conсор-provided drainage basins / sewersheds noted below, provide:
 - a. The average wastewater collection system assessment rating for that portion of the system within each basin, and
 - b. Sewer (water) sales data for the customers within each basin identified as potentially needing rehabilitation work.

Conсор Action Item:

- Conсор staff will review previously provided flow data and mapping of flow meters and will advise City staff if the information provided is adequate and/or if additional data and/or mapping is needed.

SCOPE OF SERVICES – TASK 1 PROJECT MANAGEMENT

The scope of this task will include the general functions of maintaining and delivering a project on schedule, within budget, and consistent with the standards of Conсор and the City. Conсор will coordinate with the City and meet as frequently as necessary to report on the status of work, discuss issues, and conduct design review workshops, while also recognizing the busy schedules of City staff and being considerate of their time. Key elements to be provided under this task will include but are not limited to the following:

- Project kick off meeting
- Project monitoring of the schedule, invoicing, and budget management
- Two (2) progress meetings, check-ins and coordination with City staff
- Preparation of meeting agendas and notes

SCOPE OF SERVICES – TASK 2 FLOW DATA ANALYSIS

Conсор staff will provide the following services:



- Using the City-provided shape files, Conсор will delineate the City's sewersheds / drainage basins. Basins will begin at lift stations/pump station and major
- Conсор will forward the drainage basin mapping shape file to the City for incorporation into CityWorks.
- Conсор will, Using the CityWorks-provided assessment data, the five-year monthly tabulation of flows for each existing flow meters, information from previous flow studies, and other sewer basin information, complete an initial evaluation / triage to identify sewer basins requiring additional analyses based on dry and wet weather flow.
- Using the sewer (water) sales data provided by the City for each of these basins, further analyze the basins identified in the initial evaluation to prioritize each of the identified basins for future rehabilitation efforts.
 - A. If any data gaps are identified, Conсор will advise the City of what additional data may be required.
 - B. If the data is complete, Conсор will evaluate wet and dry weather flow (based on monthly flow totals) for each identified basin and develop existing peaking factors for each.
 - C. Conсор will correlate the existing basin size and customers counts with generally accepted engineering guidance for flow rates per customer to assist in determining if the base flow (dry weather) is within acceptable standards or if the basin could be susceptible to significant infiltration.
- Conсор to summarize the findings of these analyses in a summary letter memorandum.

DELIVERABLES

With guidance from City staff, Conсор staff will complete the evaluations noted above and provide the City with a written summary of the findings, mapping, and other related data regarding the basins / sewersheds recommended for near-term rehabilitation efforts. During the course of this work, City staff will advise Conсор staff on the length of the near-term work (i.e., whether the work will address a five-year, ten-year, etc. rehab program).

Deliverables to include:

- Summary letter memorandum that includes:
 - a. Methodology of analysis
 - b. Dry and wet weather flows of each sewer basin (sewershed)
 - c. Estimated wet weather peaking factors
- Shape files of delineated basins

ASSUMPTIONS

- City to provide copies of all previous flow study reports.
- Sewer GIS data to be provided.
- City to provide any existing sewer basin maps and sewer customer information based on identified sewer basins.
- Sewer collection system condition assessment review or data collection is not included at this time. Analysis will be based on available flow monitoring data, other City-supplied data, and/or other data generated in the course of this work.
- Flow data from the existing approximately 21 flow meters managed by the City of Maryville to be provided.
 - a. Data assumed to include rainfall data for each location to correlate dry and wet weather flow.



- City to handle installation of new flow meters if additional locations are identified that will require additional data.
 - a. If additional flow meter sites are identified, the project may be put on pause to account for data collection at those areas.

COMPENSATION

This work will be provided by Consor and billed on an hourly basis at current billing rates as shown in the enclosure; other direct-cost expenses (e.g., printing) will be billed at-cost. Any updates to the billing rates will be reflected in each month's invoice. This work will not exceed \$43,000 dollars without prior authorization from the City. Consor will invoice the City on a monthly basis, with detailed costs included with each month's billing.

Please let me know if you have any questions or comments on this proposal.

Two originals of this proposal are enclosed. If accepted and authorized by the City, please sign and date one copy and return it to me.

Thank you for the opportunity for Consor to provide the City with this proposal.

Sincerely,

Andrew Howe, PE, *Principal*
Phone Number 865 207-8150 | Andrew.howe@consoreng.com

Dist: David Marcum, PE, Senior Water & Wastewater Engineer, City of Alcoa
Chipper Wyatt, Deputy Public Works & Engineering Director, City of Alcoa
Kenny Wiggins, PE, Senior Project Manager, Consor Engineers

Task Order 4.0 Accepted and Authorized:

Signature Date

Name & Title

Alcoa - Sewer Rehab Study

**Man-hour Proposal
Estimated Fee
Attachment A**

Task	Principal (PM)	Sr. Project Manager (Advisor)	PM Lead	Engineer Intern (CAD)	CAD Lead	Technical Advisor (QA/QC)	GIS	Project Controls
Task 1: Project Meetings / Project Management								
Design Kick-off Meeting with Client	2.5		2.5	2				
Design Team Meetings with Client (2)	5	5		3				
Internal Project Team Meetings / Project Coordination								
Invoices/Scheduling/Permit Admin			2					4
Project Plan and Project Set-Up	1							
Total Hours	8.5	5	4.5	5	0	0	0	4
Task 2: - Flow Analysis								
Data Collection		2						
Data Sorting and Review				8				
Sewer Basin Identification / Layout	2	1					24	
Individual Basin Flow review (Wet/Dry flow) ~21 Flow meters		2	40	30				
Peaking Factor Development		2		10				
QC of Data						6		
Data review per customer count				24				
Letter Memo Development			16	4				
QC of Memo	1	1	4					
Total Hours	3	8	60	76	0	6	24	0
Grand Total of Hours								
	12	13	65	81	-	6	24	4

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Business:

9. [Award RFB#25111, FY2026 Powerline ROW vegetation management hourly work, to Dark Horse, First Choice and Wolf Tree.](#)

The City Commission is requested to award RFB#25111, FY2026 Powerline ROW vegetation management hourly work, to Dark Horse, First Choice, Wolf Tree. Since the previous FY26 vegetation bid this past June, one of the contractors awarded a bid has terminated the contract with the City and completely left Tennessee. To complete the remaining as-needed hourly vegetation work for FY2026, and per the City attorney, Alcoa Electric needed to re-bid this type of work.

Staff recommends awarding contracts to three contractors to work as needed only, to create depth in emergency situations, as well as provide the quickest power restoration times for our customers. The recommendation is to award each contractor an hourly as needed only contract. Attached for review is bid tab summary for bids received for RFB#25111.

LABOR & EQUIPMENT BID SHEET-FY2026

LABOR	Dark Horse		First Choice		XYLEM		Wolf Tree	
	HOURLY RATE	OVERTIME HOURLY RATE	HOURLY RATE	OVERTIME HOURLY RATE	HOURLY RATE	OVERTIME HOURLY RATE	HOURLY RATE	OVERTIME HOURLY RATE
SUPERVISOR OF CREWS (AS APPLICABLE, I.E., "STORM WORK")	\$ 53.00	\$ 79.50	\$ 85.00	\$ 127.50	see list		no bid	no bid
GENERAL FOREMAN	\$ 44.00	\$ 66.00	\$ 80.00	\$ 120.00	\$ 49.30	\$ 71.49	\$ 41.13	\$ 57.58
FOREMAN A	\$ 40.00	\$ 60.00	\$ 65.00	\$ 277.50	\$ 44.20	\$ 64.09	\$ 38.85	\$ 54.38
FOREMAN B	\$ 38.00	\$ 57.00	\$ 55.00	\$ 82.50	\$ 42.43	\$ 61.53	\$ 37.32	\$ 52.25
TREE TRIMMER A	\$ 37.00	\$ 55.50	\$ 50.00	\$ 75.00	\$ 40.80	\$ 59.16	\$ 34.27	\$ 47.98
TREE TRIMMER B	\$ 32.00	\$ 48.00	\$ 47.00	\$ 70.50	\$ 39.58	\$ 57.39	\$ 32.75	\$ 46.85
TREE TRIMMER C	\$ 31.00	\$ 46.50	\$ 45.00	\$ 67.50	\$ 38.39	\$ 55.66	\$ 31.23	\$ 43.72
GROUNDSMEN	\$ 29.00	\$ 43.50	\$ 45.00	\$ 67.50	\$ 32.30	\$ 46.84	\$ 28.94	\$ 40.52
EQUIPMENT ITEM	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
50 FT AERIAL LIFT UNIT	\$ 24.00		n/a		\$ 21.40		n/a	
55 FT AERIAL LIFT UNIT	\$ 27.00		\$ 50.00		\$ 22.80		\$ 25.11	
70+ FT AERIAL LIFT	\$ 35.00		\$ 70.00		\$ 28.50		\$ 31.59	
CHIP TRUCK W/15-18YD ³ COVERED DUMP BODY	\$ 19.00		\$ 30.00		\$ 15.66		\$ 15.57	
CHIP TRUCK W/8-10YD ³ COVERED DUMP BODY	\$ 14.00		\$ 28.00		\$ 14.82		n/a	
15" DISC CHIPPER	\$ 11.00		\$ 30.00		\$ 8.15		\$ 12.00	
18" DISC CHIPPER	\$ 12.00		\$ 45.00		\$ 12.16		n/a	
BACKYARD AERIAL LIFT	\$ 27.00		\$ 80.00		\$ 45.22		\$ 25.22	
TOOLS: INCLUDES ALL SAWS AND HAND TOOLS	\$ -		\$ 20.00		\$ 1.00		n/a	
TRACTOR WITH SIDE-ARM BUSH-HOG	\$ 55.00		n/a		\$ 44.98		\$ 34.59	
FORESTRY MULCHER	\$ 55.00		\$ 75.00		\$ 58.38		\$ 51.00	
2WD PICKUP	\$ 9.00		\$ 20.00		\$ 10.87		n/a	
4WD PICKUP	\$ 15.50		\$ 25.00		\$ 12.67		\$ 12.25	

All time-and-materials (T&M) tree work shall be billed at the agreed-upon straight-time hourly rates and shall not be subject to overtime charges, except in cases of after-hours call-ins.

Summary Description:

Furnishing labor and equipment for power line right of way and easement clearance and tree trimming as per enclosed Specifications and associated Contract Documents

Supplemental Bid:

City of Alcoa is accepting bids on circuits referenced below for ROW trimming. Winning contractor can expect contract to be awarded July 1, 2025, to be completed by June 30, 2026.

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1. Specifications
 - 1.0 Scope
 - 2.0 Bidders Qualifications
 - 3.0 Principles and Definitions
 - 4.0 General Requirements (As Applicable)
 - 5.0 Work (As Applicable)
 - 6.0 Right of Way / Easement Clearing and Tree Trimming (As Applicable)
 - 7.0 Use of Chemicals and Herbicides (As Applicable)
 - 8.0 Work Assignments
 - 9.0 Supervision of Work and Workmanship
 - 10.0 Charges for Work
 - 11.0 Payment for Work
 - 12.0 Indemnification
 - 13.0 Insurance
 - 14.0 Performance Bond
 - 15.0 Contractor's License Certification
 - 16.0 Bidder's Statement
2. Contract
3. Exceptions
4. Other Information
5. Addenda
6. Appendix "A" – Preferred Methods of Trimming Trees and Clearing Right of Way
7. Appendix "B" – Performance Evaluation
8. Circuit Bid Sheet FY2026
9. Unit Removal Bid Sheet FY2026
10. Hourly Labor & Equipment Bid Sheet FY 2026
11. Insurance Certification (Exhibit "X") – To be attached by Contractor

SPECIFICATIONS FOR

**POWER LINE RIGHT OF WAY AND EASEMENT CLEARANCE
AND
VEGETATION MANAGEMENT**

**REVISED:
February 2026**

**City of Alcoa, Tennessee
725 Universal St
Alcoa, Tennessee 37701**

**Specifications for
Power Line Right of Way and Easement
Clearance and Vegetation Management**

Section 1.0 Scope

These specifications require the furnishing of all materials, tools, equipment, labor, supervision, supplies, and transportation necessary to trim or remove trees, brush, and perform other utility forestry services including right of way clearing, and at such time and place as may be designated by authorized representatives of COA.

Section 2.0 Bidder's Qualifications

- 2.1 Bids will be accepted only from well-established (no less than five (5) years previous experience) and qualified licensed contractors trained and experienced in the clearing of power line right of ways and tree trimming that have been approved by COA as a Qualified Contractor. No bid will be considered from any Contractor unless he or she is known to be skilled and has been engaged in work of a character and scope consistent with these bid specifications.
- 2.2 Bidders must show that their equipment and facilities are sufficient, and their workload so arranged as to meet the schedules called for by the Contract without relying on subcontracting any work to others. In order to aid COA in determining the responsibility of any Bidder, the Bidder shall furnish evidence, satisfactory to COA, of the Bidder's qualifications, experience and familiarity with work of the character specified and his or her financial ability to properly prosecute the proposed work to completion.

Section 3.0 Principles and Definitions

- A. "COA" shall mean the City of Alcoa Electric Department or other City Department employing the services of this Contract. From time to time, COA may act under the Contract through its authorized officers and employees. The word "Owner" shall refer to COA.
- B. "Contractor" shall mean the successful Bidder to whom a Contract is awarded.
- C. "Work" and/or "Contract Work" shall refer to everything agreed to be done and furnished by the Contractor including all supervision, supplies, labor, transportation and equipment together with all responsibilities and obligations imposed by the Contract Documents.
- D. "Circuit Firm Price" shall refer to the fixed fee for all Work that is needed to cut, trim, and clear right of way for an identified circuit on COA's Transmission and/or Distribution system. Circuit work shall begin at the substation, continue pole to pole away from the

substation and end at the last COA owned pole for that circuit. This Work is performed at a fixed bid amount as awarded via the competitive bidding and bid award process.

- E. "Equipment" shall mean the trucks, trailers, tools, saws, and other apparatus and their appurtenances which are owned and operated by the Contractor and which are required to be maintained by the Contractor for the performance of the Contract in accordance with the Specifications.
- F. "Specifications" shall mean all specifications pertaining to the Work to be performed.
- G. "Contract" and/or "Agreement" shall mean the fully executed document which binds the interested parties in an agreement to fulfill all terms, conditions, and specifications pertaining thereto.
- H. "Invitation to Bid" shall be the means by which COA solicits bids from qualified contractors for Work which COA may from time to time have to be performed.
- I. "Install", "Furnish", "Provide", or words of like import shall mean the Contractor shall install, furnish, or provide, and similarly the words "Approved", "Authorized", "Required", "Satisfactory", "Acceptable", or words of like import shall mean, as applicable, approved by, authorized by, required by, satisfactory to, or acceptable to COA, unless otherwise expressly stated.
- J. "Big Tree Line" shall mean where a line of trees 9" diameter at breast height or greater exist.

Section 4.0 General Requirements

- 4.1 As applicable, bidders shall be qualified licensed contractors trained and experienced in the clearing of power line right of ways and tree trimming that have been approved by COA as a Qualified Contractor. Evidence shall include Contractor's License Certification per Section 15.0.
- 4.2 As applicable, bidders shall be trained and licensed in the handling and use of chemicals and sprays, and shall furnish evidence of the same, for foliage, basal, and tree stump applications. Evidence shall include, without being limited thereto, the Bidder's Charter Number and Pest Commercial Applicator's License Number certified in Weed Control - Right of Way and Industrial from the Tennessee Department of Agriculture, Division of Plant Industry.
- 4.3 These Specifications require that Work be performed on a firm price, hourly (crew rate/hr.) or unit rate of pay basis.
- 4.4 All motor trucks and other vehicles provided by the Contractor to perform the Work shall bear the Contractor's telephone number and shall be well marked and identified with company insignia or name designating the vehicles as property of the Contractor. The average age of all aerial lift devices and other motorized vehicles used in connection with

the Contract, when considered together as a group, shall be ten (10) years or less. Rebuilt or remanufactured vehicles shall not be considered as new vehicles with respect to age. All equipment must be maintained in such a manner as to minimize downtime. The Contractor's incurred expense and time spent repairing equipment shall not be billable. The Contractor's continued use of substandard equipment may be grounds for termination of this Contract.

- 4.5 Contractor shall observe all generally recognized safety rules (including without limitation the provisions of the National Electrical Safety Code and ANSI Z133.1 - 1994 or latest edition thereof), regulations, and methods to prevent injury to all employees and other persons or damage to property of COA or the public arising from its operations. Contractor shall observe all laws and regulations applicable to its operations including without limitation OSHA requirements, Tennessee Department of Transportation requirements, Tennessee Department of Agriculture requirements, Workmen's Compensation, Social Security payments, tax withholding payments, Contractor's License, etc.
- 4.6 Contractor shall be furnished by COA with at least one (1) two-way radio for communication with COA's dispatch and supervisory personnel and shall maintain communications acceptable to COA at all times. The Contractor shall assume all responsibility for COA's radio(s) insofar as damage or replacement is concerned during the term of this Contract. COA shall provide normal maintenance for its radio(s) at COA's sole expense. Contractor shall return to COA all radio(s) and associated COA-owned equipment in operable condition at COA's request upon completion of this Work or at such time as deemed necessary by COA.
- 4.7 Contractor shall secure from COA information as to the nature of the electric circuits involved in all cases prior to commencement of Work in each area. Contractor acknowledges that COA's electric circuits are to continue in normal operation during this Work, and Contractor shall provide and use all protective equipment necessary for the protection of its employees and to guard against interfering with the normal operation of these electric circuits.
- 4.8 Contractor shall immediately notify COA of any irregular situations observed on COA's system, including, without limitation, equipment, or facility malfunctions, actual or potential safety problems, loose or sagging guy wires, damaged conductors, leaking transformers, damaged or defective poles, and any other seemingly unusual circumstance encountered by the Contractor.
- 4.9 Contractor shall maintain a drug and alcohol-free working environment.
- 4.10 Contractor's crews shall not leave COA's service area to perform work for others without the express written approval of COA's Electric Director or his/her designee. Private work shall neither be solicited nor performed by Contractor or Contractor's employees while such employees are performing Work for COA.

Section 5.0 Work

- 5.1 Contractor shall perform all Work to the complete satisfaction of COA and in accordance

SPECIFICATIONS

Page 5

with all municipal, county, state, federal and other local laws, ordinances, and regulations applicable to Work of this character and nature. All Work shall be guaranteed for one (1) calendar year from the start of work on given section/circuit per Section 6.0 and as evaluated by COA per Section 9.7. All Work performed by the Contractor is subject to inspection and approval by COA. Any Work not meeting the minimums as set forth in these Specifications, or generally accepted line clearance standards, or Work which has been falsely represented in any fashion by Contractor shall be redone by the Contractor at no (zero) cost to COA. Failure by COA to inspect Contractor's Work shall in no way operate to relieve Contractor from any obligations, liabilities, or responsibilities in connection with this Contract. Contractor shall correct any deficiencies (via re-work) of a completed circuit within thirty (30) business days upon notification from COA. If after thirty (30) business days, COA determines that the corresponding re-work is not satisfactory to COA's Specifications, COA may elect to utilize other resources to complete corresponding re-work, including but not limited to employing other contractors, and deduct cost from Contractor's payment(s) and/or performance bond(s).

- 5.2 When appropriate, Contractor agrees to obtain consent or permission for the necessary Work from the property owner or public authorities having ownership or control over each tree to be trimmed or removed and/or all property to be cleared or sprayed. Contractor shall discuss with the property owner the type of Work to be performed, identifying any and all trees that need to be trimmed or removed, the disposal of logs and/or brush, any areas that need to be sprayed, and the proposed route of all vehicles and equipment traveling over the property owner's property.
- 5.3 Contractor shall certify that complaints of any nature received from property owners or public authorities resulting from this Work will receive immediate attention and that all efforts will be made to affect a prompt adjustment. If any damage is done to the property of others by Contractor's workforce, Contractor shall repair and restore at its sole expense any such property and correct any damage inflicted thereto, all to the complete satisfaction of the owner(s) of the injured property. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to COA.
- 5.4 Contractor shall secure all permits and licenses necessary for the prosecution of the Work to be performed and pay all charges and fees required for such permits and licenses.
- 5.5 The Contractor shall furnish flaggers when required by **Section 4.5** at Contractor's expense. Existing personnel may be used for traffic control provided there is no disruption in the Work of another crew. In general, the Work shall be pre-planned and closely coordinated between the Working Foreman and COA's duly authorized representative such that ample time will be available for the Contractor to provide suitable means for traffic control without the involvement of existing crew personnel.
- 5.6 The Contractor shall utilize reasonable working hours when working in proximity to residences, places of business, churches, etc. and (as applicable) shall abide by any local ordinances related to excessive noise and disturbance. Upon written request to COA, Contractor may request approval for work schedule(s) outside of COA's normal work schedule, Monday – Friday 6:30a – 5p.

Section 6.0 Right of Way / Easement Clearing and Tree Trimming

- 6.1 All right of way / easement clearing and tree trimming shall be performed in accordance with COA's Specifications/Scope of Work as put forth. Trees shall be trimmed according to ANSI A300 Guidelines—Best Management Practices – Utility Pruning of Trees. This guideline shall be available at request and shall be executed in conjunction with the following COA practices:
- A. Techniques consistent with the practices of natural, lateral and drop crotch shall be utilized. All limbs shall be pruned back to the lateral. The lateral point shall be a minimum of ten (10) feet from all distribution lines and twenty-five (25) feet from transmission lines.
 - B. Cuts are to be made to the main stem or to a branch which is at least one third (1/3) the diameter of the portion being removed. Cuts made back to "water sprouts" (small green twigs) are not acceptable. In no case shall deciduous tree limbs be stubbed off at the edge of the clearing limits. Wherever possible, all pruning cuts shall be made to direct future growth and sprouting away from the power lines and other COA infrastructure.
 - C. Conifers should be pruned in a manner that allows them to retain as much of their natural shape as possible.
 - D. All dead branches overhanging primary lines at any height shall be removed.
 - E. A minimum of cuts should be utilized to achieve required clearances.
 - F. Where practical, cuts should be primarily restricted to large diameter branches made well within the crown. Shaping through the use of many cuts of small diameter branches in the outer crown must be avoided.
 - G. Remove living branches by making cuts as close as possible to the branch collar. Remove dead branches by making cuts as close as possible to the living tissues that surround the dead branch at the base.
 - H. Precautions shall be taken to avoid stripping or the tearing of bark when cutting large diameter limbs. The three-step cutting process shall be implemented.
 - I. Where line-clearance pruning adversely alters the shape of a tree, additional pruning may be done to give the tree satisfactory shape and appearance, but in no case will trees be topped, stubbed or rounded-over.
 - J. Climbing irons or hooks shall not be used except in cases involving tree removal work, working dead trees, or during emergency rescue operations.
 - K. Special effort shall be made to eliminate all tree parts and growth points beneath the power lines, and all weak, diseased and dead limbs above the power lines, which may fall or blow into them.
 - L. All hanging and severed limbs shall be removed from the trees. The branches, brush and debris resulting from the pruning activities shall be collected and disposed of during the same workday. The premises shall be left as neat as they were before the work started. If Contractor is unable to dispose of brush, wood, debris and litter that same workday, Contractor shall request approval from COA and notify customer(s), providing a date

when worksite will be cleared. Contractor shall dispose of brush, wood, debris and litter before or by promised date. Contractor shall NOT leave or dispose of brush, wood, debris and litter in such a manner that would, or could potentially obstruct roadways, paths or waterways, except as may be required during emergencies.

- M. When pruning according to the contract specifications will require the removal of more than fifty percent (50%) of the tree's crown, Contractor shall notify COA before pruning. COA may negotiate tree removal (at the unit cost submitted in the Contract Documents) with the customer. Negotiation for tree removal is at the sole discretion of COA and if removal is not negotiated, Contractor shall prune the tree according to contract specifications.
- 6.2 All vegetation management (cutting, trimming, mowing, spraying, etc.) shall begin at the substation and proceed in an orderly manner unless another starting point is specified by COA or requested by the Contractor and approved by COA. Contractor shall progress forward by completing all vegetation management in an entire span and moving to the next span in a linear manner. All right of ways shall be cleared to the same width as the existing clearing unless otherwise specified by COA.
- 6.3 **Minimum Clearance and Trimming Practices for 69kV COA Transmission:** Twenty-five (25) feet shall be the minimum clearance maintained between any tree / tree limb and the nearest energized conductor. All trimming within transmission right of ways will require direct coordination with COA. Mechanical trimming shall be acceptable where deemed appropriate and approved by COA, provided that the quality of cuts is maintained at a level consistent with those achieved through manual trimming. Where appropriate, trimming in close proximity to transmission facilities will require said transmission circuit to be de-energized for safety. De-energizing a transmission line for trimming is contingent on load and weather and will need to be coordinated in advance via forty-eight (48) hour notice from Contractor to COA. All overhanging limbs in the right of way shall be removed. Excluding compatible species in maintained areas, all brush and trees less than nine (9) inches in diameter shall be removed and all brush chipped. All trees nine (9) inches in diameter and larger located in the right of way shall be removed only at the discretion of COA and at the bid-submitted unit cost. Where applicable and approved, the transmission right-of-way shall be mechanically cleared (i.e. mowed) utilizing a bush-hog and/or a forestry mulcher to a minimum of twenty-five (25) feet from the closest conductor or a total of fifty (50) feet unless otherwise noted on the map or drawing, and includes all trees less than twenty-one (21) inches in diameter. For mechanically cleared sections, trees larger than twenty-one (21) inches located in the right of way shall be removed only at the discretion of COA and at the bid-submitted unit cost. Mechanical equipment is not permitted in yards, farmlands containing live crops and other maintained landscaped areas. No mechanical brush removal shall be performed within a five (5) foot radius of poles, guys or structures; hand-cutting shall be required in these areas. Contractor shall not use mechanical equipment directly adjacent to streams, creeks, rivers or in wetlands. Contractor shall NOT remove low-growing varieties of brush (low-growing defined as "vegetation that is not expected to achieve a mature growth height within twenty-five (25) feet of the transmission conductor") that are growing directly adjacent streams, creeks,

rivers or in wetlands. Contractor shall notify COA to determine appropriate buffer zone in which to leave low-growing vegetation. Tall-growing vegetation (tall-growing defined as "vegetation that is expected to achieve a mature growth height within twenty-five (25) feet of a transmission conductor") directly adjacent to streams, creeks, rivers or wetlands must be removed by hand cutting.

Where COA transmission lines have distribution lines under-built on the same structures, Contractor shall also complete all trimming to comply with minimum clearance for distribution lines as described in Section 6.4 below (i.e. "minimum ten (10) feet clearance") at the same time trimming for the minimum of twenty-five (25) feet clearance for the transmission line.

- 6.4 **Minimum Clearance and Trimming Practices for 13.2kV COA Distribution:** Ten (10) feet shall be the minimum clearance maintained between any tree / tree limb and the nearest energized conductor. It is COA's preference that all overhanging limbs are to be removed. Leaving overhanging limbs shall be at the sole discretion of COA and will only be considered in certain safe conditions per the following specifications: as best identified from the ground, overhanging limbs will only be considered to remain if the limb diameter is 6" or greater and has a minimum clearance above the conductor(s) of fifteen (15) feet or greater and is in good health. Any overhanging limbs that appear to be dead, weak, diseased, or compromised in any way and that may pose a threat to damaging COA infrastructure, shall be removed. Contractor shall inform COA of any such overhanging limb for consideration. In urban and developed areas, all trees species that will require pruning in future years less than nine (9) inches in diameter shall be removed from the right-of-way and all brush chipped, excluding compatible species that are not a threat to reaching energized facilities. All trees nine (9) inches in diameter and larger located in the right of way shall be removed only at the discretion of COA and at the bid-submitted unit cost. In rural, remote, and undeveloped areas, all woody vegetation shall be removed. Contractor may utilize mechanical equipment to clear the rural, remote, and undeveloped rights-of-way, as approved by COA. No mechanical brush removal shall be performed within a five (5) foot radius of poles, guys, or structures; hand-cutting shall be required in these areas.

Where COA distribution lines have transmission lines over-built on the same structures, Contractor shall also complete all trimming to comply with minimum clearance for transmission lines as described in Section 6.3 above (i.e. "minimum twenty-five (25) feet clearance") at the same time trimming for the minimum of ten (10) feet clearance for the distribution line.

- 6.5 **Minimum Clearance and Trimming Practices for COA Secondary / Service Drops / Street Lights:**

A.) Secondary: Defined as open three wire or triplex conductors that extend from COA's primary / transformer pole to a COA owned lift pole, brush will be removed and limbs will be trimmed back to a minimum of five (5) feet on each side of pole line.

- B.) Service Drops: Defined as secondary conductors that attach to a customer owned structure, pole, etc., and act to serve an individual customer, Contractor shall NOT trim service drops.
- C.) Street Lights: Defined as COA owned conductors, light fixtures, and poles acting to cast light on roadways, trails and any other public used pathways, brush will be removed and limbs shall be trimmed back to a minimum of five (5) feet each side of pole line. Trimming around street light fixtures shall be performed to eliminate any obstruction of light path to the pathway. Contractor shall NOT trim around any private / customer owned security lights.
- 6.6 Compatible species, e.g. flowering dogwood (*Cornus florida*), Eastern redbud (*Cercis canadensis*), under most circumstances will be left in COA rights-of-way. Non-compatible species, including but not limited to species such as tulip poplar (*Liriodendron tulipifera*) or Eastern white pine (*Pinus strobus*), shall be cut and removed to a width as specified in Sections 6.3, 6.4, 6.5 or to the established corridor (large tree line). Fruit trees, ornamental trees and yard trees where COA has set a precedent by trimming in the past shall be trimmed and not removed entirely without the property owner's written permission.
- 6.7 All danger trees will be marked and approved for cutting by COA, and COA will determine whether to remove or "make safe". All danger trees will be cut at the Contractor's Labor & Equipment / Unit Price rates specified in the most recent contract between said Contractor and COA. Unless otherwise approved by COA, all danger trees will be worked during regular business hours and paid at the base hourly rates as reflected in the awarded contract.
- 6.8 Unless otherwise specified by COA, all right of way clearing shall be as close to the ground as the topography and type of soil will allow, with a maximum remaining height of four inches for brush stubs and tree stumps. For scenarios that prevent clearing to ground line, i.e., existing fencing, right of way clearing shall be cleared at fence row elevation with cut stump treatment applied. All stubs and stumps shall be sprayed as specified in Section 7.0.
- 6.8 Brush, logs, and debris shall be handled in such a manner as to avoid obstructing roads, paths, or waterways. All maintained areas shall be cleared and left free of trimmings, cuttings, debris and/or litter. In general, unless otherwise approved by the property owner, the premises of the property owner shall be left as neat as before the Work started. No brush, and/or debris shall remain in a maintained area unless specifically requested by the property owner.
- 6.9 Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking or wrapping the wires together or otherwise interrupting electric service. If any such damage to wires or interruption of electric service should result, the Contractor shall immediately notify COA's Operations Dispatch of the location of such trouble. Contractor may be held responsible and charged a fee for damage that is the result of gross negligence on the part of his/her employees, especially when such damage and/or outages occur in a repetitive manner.

- 6.10 Trees fronting each side of the right of way shall be trimmed or removed unless otherwise specified. Dead brush beyond the right of way, which would strike the line in falling, shall be removed. Leaning trees beyond the right of way, which could strike the line in falling and which would require trimming if not removed, shall either be removed or trimmed, except that shade, fruit or ornamental trees shall be trimmed and not removed, unless otherwise authorized. Vines growing on poles and wires shall be removed and cut off at ground level, with at least one (1) foot separation, and herbicides applied as specified in Section 7.0.
- 6.11 Special effort shall be made to eliminate all tree parts and growth points beneath the wires, and all weak, diseased or dead limbs above the wires which may fall or blow into them. In all cases, Contractor shall secure maximum clearance with good economy and with due regard to the rights and interests of property owners and the public. When normal clearance cannot be obtained because of property owner objections or other factors, special effort shall be made to secure a reasonable amount of temporary clearance and Contractor shall notify COA of the same.
- 6.12 Contractor shall attempt to contact the property owner at least two (2) days prior to commencement of all vegetation work. If contact cannot be made, a door hanger shall be left at the residence. However, for reasons of safety, service quality, and good economy, trees shall be trimmed to the standards as set forth in these Specifications whether or not the Contractor has been successful in its efforts to make contact with said property owner as set forth herein.
- 6.13 All brush and trimming debris shall be chipped or removed from all COA rights-of-way by hand, or, where expressly approved by COA, by mechanical means (i.e. forestry mulcher). All brush and trimming debris shall be removed from the site on the same calendar day on which the associated work is performed. Temporary staging of brush or trimming debris for any reason, including but not limited to equipment failure or forestry mulching operations, shall be permitted only upon prior approval by both COA and the affected property owner and shall not exceed a period of one (1) week.

A) Unmaintained Areas.

When expressly approved by COA, wood and debris generated from unit removals may be left onsite in accordance with the applicable unit removal instructions. All removal debris authorized to remain onsite shall be placed flat on the ground at the edge of, or outside, the right-of-way.

B) Maintained Areas.

All limbs generated from unit removals shall be chipped or removed from the site. Removal wood from trunks or limbs that are too large for chipping may be left onsite only as expressly specified in the applicable unit removal description.

- 6.14 The COA shall have sole discretion in the determination of units to be removed. COA's determination method will include, but is not limited to, abiding by recognized industry

standards, presence of danger trees near COA's primary lines, size, overhang, remaining health of tree, right-of-way (ROW) boundaries, and associated costs.

Section 7.0 Use of Chemicals and Herbicides

- 7.1 All rights of way spraying shall be performed by a certified and licensed applicator(s). The Contractor shall purchase chemicals and furnish the same to some or all crews. Upon request from COA, Contractor shall procure said chemicals and apply the same, following the manufacturer's instructions, to carefully selected areas on COA's right of ways. COA shall be consulted prior to any use of chemicals and sprays by Contractor.
- 7.2 Spraying of right of way may be done at various locations using suitable herbicide to control vegetation particular to that location. Detailed records of the applicator's name, date, location, amount and type of herbicide used shall be kept and copies furnished to COA on a routine basis or upon completion of the job. Prior to commencement of any Work involving the application of chemicals, the Contractor shall thoroughly familiarize and inform himself of all local conditions and other factors which could or might affect chemical spraying.
- 7.3 The Contractor shall mix and apply the chemicals in accordance with the recommendations of the manufacturer, and the following general specifications:
- (a) For Foliage Application: This method shall be used only on brush over three feet in average height during the active plant growth period, generally between May 1 and September 1. Chemical mixture shall be applied to completely wet the entire leaf, stem, and trunk surface of each plant.
 - (b) For Basal Application: This method shall be used on brush of any size at any season of the year. Chemical mixture shall be applied to completely wet the entire surface of the stem or trunk from the root-crown up the stem eighteen inches, with emphasis on completely wetting the root-crown. A colored dye shall be added to chemical mixture that will allow visual inspection of the applied area.
 - (c) For Stump Application: This method shall be used on all new stumps at any season of the year. Stumps shall be sprayed as soon as practical, but always on the same day that the cutting is performed. The chemical mixture used shall be appropriate for cut stump treatment of deciduous trees / vines and shall be an industry standard or generic equivalent (i.e., Stalker (3%)/Garlon 4). Chemical mixture shall be applied in sufficient volume to completely wet the sapwood, bark area, root-crown and any exposed roots. A colored dye shall be added to the chemical mixture that will allow visual inspection of the applied area up to three (3) weeks upon application. As applicable, the cost of stump treatments shall be included in the Contractor's bid for circuit firm price.
- 7.4 No spraying shall be done within thirty (30) minutes after fog, dew, or rain sufficiently

heavy to cause run-off.

- 7.5 Contractor shall not spray / apply herbicide to any portion of a line where damages to crops, orchards, or ornamental plants may result from chemical drift.
- 7.6 Contractor shall not spray / apply herbicide to National Park Service (NPS) lands or properties / residences where COA-approved Vegetation Management Agreements (VMA) exist. VMA locations and NPS lands will be reflected on the maps provided to Contractors. If Contractor encounters a property marked prohibiting herbicide or encounters a property owner that refuses herbicide treatment, Contractor shall contact COA for resolution prior to continuing work on such property.
- 7.7 Contractor shall maintain adequate buffer zones for herbicide application near and along waterways (i.e., creeks, streams, rivers, ponds, etc.).
- 7.8 COA, at its option, may direct when and where chemical application and/or chemical spraying will be used in rural areas or otherwise, but its decision to so direct or not to direct shall not relieve Contractor of its responsibilities with respect to such applications and spraying.
- 7.9 The Contractor's use of chemicals in connection with the Work shall be in strict compliance with all federal and state laws, rules and regulations which from time to time govern the use of chemicals, including but not limited to the Tennessee Hazardous Chemical Right to Know Law (T.C.A. Section 50-3-2001, et seq.), the Tennessee Hazardous Substance Act (T.C.A. Section 68-27-101, et seq.), the Tennessee Application of Pesticides Act of 1978 (T.C.A. Section 62-21-101, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.), and the Federal Hazard Communications Standard (29 CFR 1910.1200). By undertaking to perform any part of the Work in which chemicals are used, the Contractor certifies that Contractor is familiar with, has complied with, and at all times will comply with all requirements (including but not limited to those relating to training and the giving and posting of all required notices) under all of the foregoing laws, rules and regulations and further, the Contractor shall indemnify and hold harmless the City of Alcoa, COA and its directors, officers, employees and agents from and against any liability, claim, demand, cause of action of every kind and description, damage, losses and expenses, including attorney's fees through appeals, arising or resulting from the Contractor's non-compliance with or violation of any of the foregoing laws, rules or regulations.
- 7.10 Contractor shall be solely responsible for the accurate recording and submission of all forms required by the applicable regulatory agencies and other governing authorities in connection with the use of chemicals.
- 7.11 Chemical spills shall be immediately cleaned-up in a manner consistent with label restrictions, Federal and State regulations, and acceptable environmental procedures mandated by law. Any and all notifications to proper authorities in connection with such spills shall be made by the Contractor. Each crew responsible for chemical applications shall be supplied with a suitable spill response kit for cleaning-up and neutralizing spills of chemicals, all at the sole expense of the Contractor. Contractor shall insure that its

employees are trained in the proper techniques for spill response and are supplied with the necessary personal protective equipment required to perform spill mitigation duties.

- 7.12 Contractor shall at all times be solely responsible for the continuous safeguarding of its workforce, including compliance with all applicable Federal, State, and local laws, together with its responsibilities for training its employees in the proper methods and use of personal protective equipment required for handling chemicals used in connection with this Work.
- 7.13 Vines growing on guy wires, poles and/or on any other COA equipment shall be removed at the ground level, with at least one (1) foot separation, and shall be treated with a COA approved herbicide immediately after cutting. Cost of herbicide treatment, including herbicide and dye, shall be included in the Contractor's bid.

Section 8.0 Work Assignments

- 8.1 Work will be assigned by COA through COA's staff arborist or another COA representative with general direction given to the Contractor's General Foreman. COA will provide Contractor with system maps to facilitate routing Contractor's crews and denoting the appropriate vegetation work desired and any associated notes and information (i.e., NPS lands / VMAs for no herbicide, unit removals, danger trees, etc.). Upon each Contract award, COA will initiate a kickoff meeting with Contractor to discuss scope of work as applicable, deliver system maps, and discuss any other relevant information as needed.
- 8.2 It shall be the responsibility of the Contractor to advise COA daily as to the location of all crews, the progress of the Work assigned, and any problems or unusual occurrences.
- 8.3 The Contractor shall submit to COA a monthly progress report using the COA-approved progress form. The monthly progress report shall be submitted with each month's corresponding invoice, as applicable. Following this report, COA shall have the option to perform a quality control inspection, per Section 9.7.

Section 9.0 Supervision of Work and Workmanship

- 9.1 The Contractor shall be solely responsible for direct supervision and management of his / her crews in their completion of assigned Work and shall be solely responsible for and have control over construction means, methods, techniques, and procedures.
- 9.2 The Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of COA.
- 9.3 The contractor shall furnish a General Foreman for daily supervision of Contractor's crews. The General Foreman shall report daily to COA and receive direction and instructions from COA's authorized representative. The General Foreman shall be readily available and remain in COA's service area at all times when Contractor's crews are working. COA reserves the right to require the use of a cellular phone by the General Foreman at the Contractor's expense at all times for quick and efficient communications between COA's

Operations/Dispatch personnel.

- 9.4 The Contractor shall provide and maintain continually on the site of the Work during its progress and until its completion, adequate and competent supervision of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized representative. The General Foreman or other representative of the Contractor, and who has charge of the Work thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith.
- 9.5 Whenever COA is not present on any part of the Work where COA desires to give directions, orders may be given by COA or its representative to, and shall be received and carried out by, the General Foreman who shall have charge of the particular part of the work in reference to which such orders are given.
- 9.6 The Contractor shall employ only workers who are competent to perform the Work assigned to them and who are adequately trained and experienced in performing first-class Work of the character and magnitude required by this Contract and expected of reputable Contractor's performing work similar to the Work necessary under this Contract.
- 9.7 COA may periodically review and evaluate crew performance based upon factors such as quality of work, quantity of work, clearances obtained, safety awareness, and public relations efforts. COA will utilize the form attached herewith as **Appendix "B"** in conducting these evaluations. COA shall have the right to dismiss any crew whose performance is evaluated by COA as being "unsatisfactory" and whose work is not corrected upon seven (7) days written notice. Contractor shall be notified of each crew's rating, as determined by COA.
- 9.8 If a supplemental bid and contract is awarded within the current fiscal year, and the awarded contractor of supplemental contract is already on COA's system executing a separate contract, that contractor must not take crews from the existing assignments to complete the supplemental contract. The contractor must provide additional crews to successfully execute completion of both contracts before the deadline of the current fiscal year.

Section 10.0 Charges for Work

- 10.1 **Charges for Circuit Firm Price:** COA may seek competitive bids each fiscal year for any and all circuits that are due for cyclical trimming on COA's current vegetation program. This Work will be awarded on a per circuit basis to individual bidders, or multiple circuits awarded to a single bidder. Circuit firm price work will be completed in two (2) phases each fiscal year. Phases shall be identified as Phase I (July 1st through December 31st), and Phase II (January 1st through June 30th). Contractors awarded multiple circuits within same phase may work each circuit simultaneously. Contractors awarded multiple circuits in different phases shall not work each circuit simultaneously without the express written consent of COA. COA may elect to stagger start dates for circuits within any phase for the purposes of reviewing Contractor's work per Section 9.7. Charges for circuit firm price

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work shall be billed as a percentage complete corresponding to the bid amount and shall be submitted monthly per Section 11.2.

- 10.2 **Charges for Hourly Labor and Equipment:** COA may seek competitive bids each fiscal year for additional vegetation work on an as needed basis not related to Circuit Firm Price Work. The schedule of charges for hourly labor and equipment performed by the Contractor(s) shall be set forth by the current labor and equipment bid sheet that corresponds to the awarded Contractor(s). Hourly rates submitted by a Contractor in response to a bid request for such work shall include all charges for labor, equipment, overhead, supervision and profit. Hourly labor and equipment Work shall be billed monthly per Section 11.2.
- 10.3 **Charges for Emergency Work:** COA may from time-to-time request that Contractor(s) perform emergency work, particularly when weather has resulted in damage by trees and vegetation to the system. The Contractor shall make available its crews for emergency work as determined by COA, either day or night, weekends, holidays, or during any natural disasters such as ice or snowstorms, tornadoes and other strong storms, etc. Contractor shall furnish COA the name and telephone number of a person to contact for emergency crews. Contractor may be asked to assign additional crews to COA's system if the emergency is severe or of long duration. This work shall be performed on an hourly basis per Section 10.2 and shall be billed separately per Section 11.2.
- 10.4 **Charges for Unit Tree Removal:** All trees nine (9) inches in diameter and larger located in the right of way shall be removed as specified in Sections 6.3 & 6.4. This Work shall be performed during regular business hours and at the Contractor's hourly labor and equipment rates, unless prior approval is obtained by COA for Work to be performed at Contractor's overtime rates. This Work shall be billed per the awarded unit bid sheet and submitted per Section 11.2.
- 10.5 Contractor shall only bill for General Foreman's time when he/she is actively working on COA's System. Time spent by the General Foreman and/or any other billable employee over two hours working on equipment shall be non-billable. Transferring equipment to another utility or any time where the General Foreman and/or any other employee is running errands that only benefit the contractor shall be non-billable.

Section 11.0 Payment for Work

- 11.1 COA shall pay Contractor in current funds for the Contractor's performance as defined in the Specifications here within, and Appendices to the Contract subject to additions and deductions as provided for in the Contract Documents. The charges as set forth herein shall cover in full all compensation claimed by Contractor arising from Contractor's performance of this work authorized under the Contract. No further compensation will be paid by COA unless authorized in writing by the Electric Director (and/or his/her designee) and approved by the City Manager of the City of Alcoa.
- 11.2 Contractor shall submit invoices monthly to COA. All invoices shall be itemized (i.e., description of work, circuit mileage / percent complete, etc.) and shall be submitted to COA

within fourteen (14) days following the last day of each calendar month. If applicable, invoice(s) shall include corresponding progress report per Section 8.3. Invoices can be submitted electronically to vegetation@cityofalcoa-tn.gov or submitted via US mail as addressed below:

City of Alcoa Electric Department
725 Universal Street
Alcoa, Tennessee 37701
Attention: Utility Arborist

- 11.3 Payments due will be made in full by COA to Contractor within fifteen (15) days from receipt and approval of said statement. If such payment is not approved, COA shall notify the Contractor of the reason or reasons for such non-payment within fifteen (15) days from receipt of statement.
- 11.4 Contractor acknowledges that COA is exempt from sales or use taxes as a municipality. If the Work subjects the Contractor to any use, sales, or similar taxes, the Contractor shall be responsible for the payment of any and all such taxes, as well as any and all other taxes to which the Contractor may be subject by reason of the proposed Work for COA; and the Contractor shall have no right or claim against COA for reimbursement by reason of any such taxes.

Section 12.0 Indemnification

- 12.1 Contractor will indemnify and hold harmless, the City of Alcoa Utilities – Electric Department, COA and its directors, officers, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses, and expenses, including but not limited to attorney's fees through appeals for property damages, personal injuries, including injuries to Contractor's employees, and all other losses and damages which may arise or result from the acts of the Contractor or the Contractor's employees incident to the performance of this Contract, even though COA may be chargeable with some negligence in connection therewith; provided, however, this indemnity agreement shall not apply to damages caused solely by the negligence of COA.

Section 13.0 Insurance

- 13.1 Before commencing any Work, the Contractor shall procure, maintain, and provide at its own expense, during the term of the Contract, a certificate of insurance to COA of the required insurance coverage stated herein from insurance companies duly authorized to do business in the State of Tennessee that are acceptable to COA. The certificate of insurance shall require thirty (30) days prior written notice to COA of cancellation, modification, or expiration of the insurance. Contractor shall name City of Alcoa Utilities – Electric Department, COA, its officers, directors, and employees, as additional insured regarding Commercial General Liability, Umbrella Liability and all insurance policies required hereunder with the exception of Worker's Compensation. Contractor shall attach as **Exhibit "X"** to these Contract Documents said certificate of insurance and shall be presented before any contracted work begins.

13.2 Contractor's Insurance Requirements shall be as follows:

(a) Worker's Compensation and Employer's Liability for each worker employed in connection with the Work under the Contract and as provided for in each and every statute applicable to Worker's Compensation. The Employer's Liability limit shall be as required by the excess liability insurer for the maintenance of coverage.

(b) Comprehensive or Commercial General Liability and Excess or Umbrella Liability including insurance covering Work under the Contract with total coverage limits as follows:

The limits provided for Bodily Injury, Property Damage, Personal Injury, and Employer's Liability shall be \$1,000,000 per occurrence / \$2,000,000 annual aggregate and shall be unimpaired as respects any general aggregates that may apply to the insurance policy. The following coverage's are to be provided:

(1) Contractual Liability to cover the liability assumed by the Contractor under this Contract.

(2) Broad Form Property Damage including completed operations.

(3) Personal Injury Liability, covering hazard groups listed in sections (a), (b) and (c), or the equivalent.

(c) Business Automobile Liability and Excess or Umbrella Liability with total coverage limits for Bodily Injury or Property Damage of \$1,000,000 per occurrence combined single limit for bodily injury and property damage

The Business Automobile Liability and Excess or Umbrella Liability insurance is to apply to all owned, non-owned, rented, borrowed or hired automobiles or other motor driven vehicles to be used by the Contractor in the furtherance of the Work.

(d) All policies shall provide COA with no less than thirty (30) days' notice of cancellation, modification, or expiration.

(e) All policies of insurance referred to herein shall be written on an occurrence basis, unless otherwise agreed by COA in writing.

Section 14.0 Performance Bond

14.1 The Contractor shall furnish a surety bond, in form and substance satisfactory to COA, for the faithful performance of this Contract and for the payment of all persons performing labor in connection with this Contract. This bond must be executed by a surety company duly authorized to do business in the State of Tennessee in the amount of One Hundred Thousand Dollars, or if more, in an amount determined by COA to be equal to the estimated amount of payments due Contractor hereunder over a sixty (60) days period.

14.2 COA reserves the right during the term of the Contract, and Contractor agrees to deliver,

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an additional performance bond in such amount as may be deemed necessary by COA to provide for adequate security for the continuance of this Agreement, or as needed to satisfy the bonding requirements mandated by law.

- 14.3 This surety bond shall remain in effect at all times during the performance of this Contract and shall continue in effect for a period of twelve (12) months following expiration or termination.

Section 15.0 Contractor's License Certification

- 15.1 The Contractor shall furnish a current and valid State of Tennessee Contractor's License as required by Tennessee Code Annotated, Section 62-6-101 ET SEQ.
- 15.2 These Specifications and the related bid documents shall be subject to the requirements of Title 62, Chapter 6 (entitled "General Contractor") of the Tennessee Code Annotated, as applicable, which chapter is incorporated herein by reference.

Section 16.0 Bidder's Statement

- 16.1 The Bidder shall hereby acknowledge the Work that he or she has done is of a nature similar in type and size to that contemplated in this bid, the Bidder agrees to comply with all stipulations, conditions, and requirements described herein, and further agrees not to challenge or dispute or make any claim against COA pertaining to any and all decisions made by COA with regard to the awarding of this Contract.
- 16.2 The full names and addresses of all persons and parties interested in the foregoing bid as principals are as follows:

<u>Names</u>	<u>Addresses</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Bidder: _____

Authorized Signature:

Business Address of Bidder:

Business Telephone Number:

Date at _____ on the _____ day of _____

CONTRACT

**Power Line Right of Way Clearance
and
Tree Trimming**

This CONTRACT, made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter called the “Contractor”), and City of Alcoa Electric Department, an agency of the City of Alcoa, Tennessee, a municipal corporation (hereinafter called “COA”), which agency is authorized to contract in its own name.

WITNESSETH:

The Contractor and COA, for and in consideration of their respective agreements contained herein, hereby mutually agree as follows:

1.0 Contract Documents

The Contractor, at its own expense, shall do all Work and furnish all materials, equipment, tools and labor to complete in a good and workmanlike manner the following:

Electric Power Line Right of Way and Easement Clearance and Vegetation Management, per COA’s **Specifications Revised April 2025** (hereinafter referred to as “Specifications”), this Contract and associated contract documents, and bid sheets for such clearance and management (hereinafter sometimes called the “Contract Work” or “Work”). The Contract Documents represent the entire agreement between the parties and supersede all prior representations, negotiations, and agreements, whether written or oral.

2.0 Work of the Contract

The Contractor shall execute the entire Work described below, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

This Work shall include the following:

(SPECIFIC VEGETATION WORK TO BE FILLED IN BY COA FOR EACH CONTRACT AWARDED)

3.0 Date of Commencement

The date of commencement shall be the date of execution of this Contract as first listed above.

4.0 Term and Termination

- 4.1 The term of this Contract shall be from July 1, 2025, through June 30, 2026.
- 4.2 It is expressly understood that either party may terminate this Contract at any time by giving thirty (30) days written notice to the other party. Any such termination shall relieve both parties to the Contract from all liabilities arising subsequent to said termination date but shall not affect obligations incurred prior to such termination date.
- 4.3 Upon termination of this Contract, COA shall owe Contractor only the remaining and outstanding balances for work completed and approved by COA. COA shall not owe Contractor any additional amounts upon termination.
- 4.4 During any period of work stoppage by the Contractor, COA may have the Work performed as provided for elsewhere within this Contract. Any Work stoppage for a period of more than three (3) working days by Contractor shall give COA the right to immediately terminate the Contract.
- 4.5 Subject to approval by both parties, and as applicable only for hourly labor and equipment Work as needed, this Contract may be extended for up to one (1) twelve (12) month period. The rates may be adjusted via negotiation and agreed to by both parties.

5.0 Payments

COA shall pay Contractor in current funds for the Contractor's performance of the Contract as defined in the Specifications, **Section 11.0**.

6.0 General Conditions

- 6.01 The Contractor shall comply with all state, federal and local laws (including but not limited to the Occupational Health and Safety Act) which govern the work. The Contractor shall have and maintain in force at all times, and upon request shall furnish to COA proof that he or she has all licenses which are required to do the work.
- 6.02 Contractor shall not commence work under the Contract until the insurance described in **Section 13.0** of the Specifications is in force and a certificate showing proof of such insurance has been delivered to COA.
- 6.03 Should the Contractor:
 - (a) fail or refuse to begin or, once begun, not diligently proceed with the work after notice by COA to proceed; or
 - (b) violate any provision of the Contract; or
 - (c) allow any official or employee of COA or the City of Alcoa at any time to become directly or indirectly interested in the Contract through furnishing supplies or performing work hereunder;

then, in any of such events, COA may immediately take one or more of the following actions: (i) cancel the Contract; (ii) require the Contractor to discontinue the work immediately; (iii) sue the Contractor for damages suffered by COA, including consequential damages; and/or (iv) seek and obtain whatever equitable relief by way of injunction or specific performance that may be available. Seeking any one or more of the above remedies will not be a waiver of any other remedy available to COA. The Contractor shall pay the cost and expense of COA's enforcement of its rights hereunder, including but not limited to reasonable attorney's fees.

- 6.04 The Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of COA.
- 6.05 The Contractor shall indemnify and hold harmless the City of Alcoa, COA and its directors, officers, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses and expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of the work, provided that any such claim, demand, cause of action, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 6.06 The Contractor is responsible for any and all tax liabilities which may be imposed under the State of Tennessee, Department of Revenue Sales and Use Tax Laws and/or applicable Federal statutes, laws, etc.
- 6.07 The Contract shall be binding upon and shall inure to the benefit of COA and the Contractor and each of their respective heirs, successors and assigns. The Contractor may not assign the Contract or subcontract any part of the work. No amendment, modification or interpretation of this Contract by COA shall be effective unless the same is in writing and executed by both parties in the same manner as this Agreement.
- 6.08 Any notices required to be provided under this Contract shall be in writing and shall be deemed properly given (a) when delivered in person or (b) when forwarded by a nationally recognized overnight courier service or certified mail, return receipt requested, to Electric Director of City of Alcoa Electric Department, 725 Universal Street, Alcoa, Tennessee 37701 on behalf of COA, or if to Contractor:

The designation of the person to be so notified or the address of such person may be changed at any time and from time to time by either party by similar notice.

- 6.09 This Contract constitutes the final, complete, and entire understanding and obligations of the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the parties with respect to the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, as of the day and year first above written, each party hereto retaining an executed copy hereof.

ATTEST:

(TITLE)

CONTRACTOR:

By _____

(TITLE)

ATTEST:

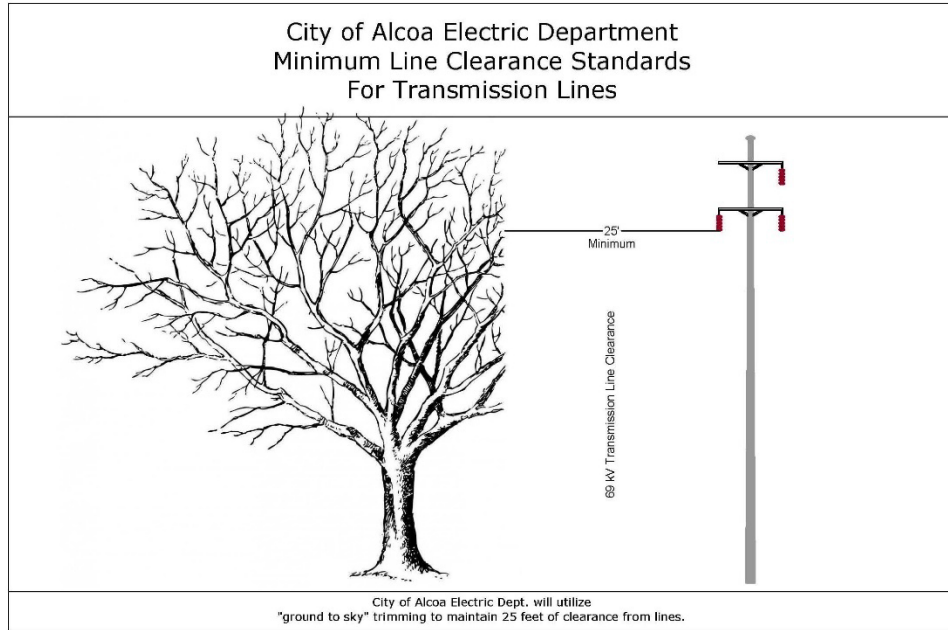
(TITLE)

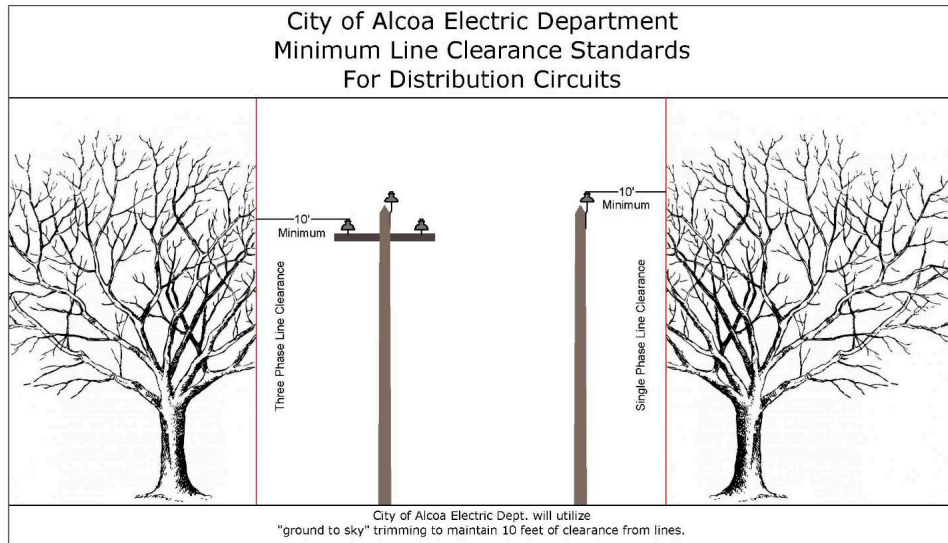
CITY OF ALCOA

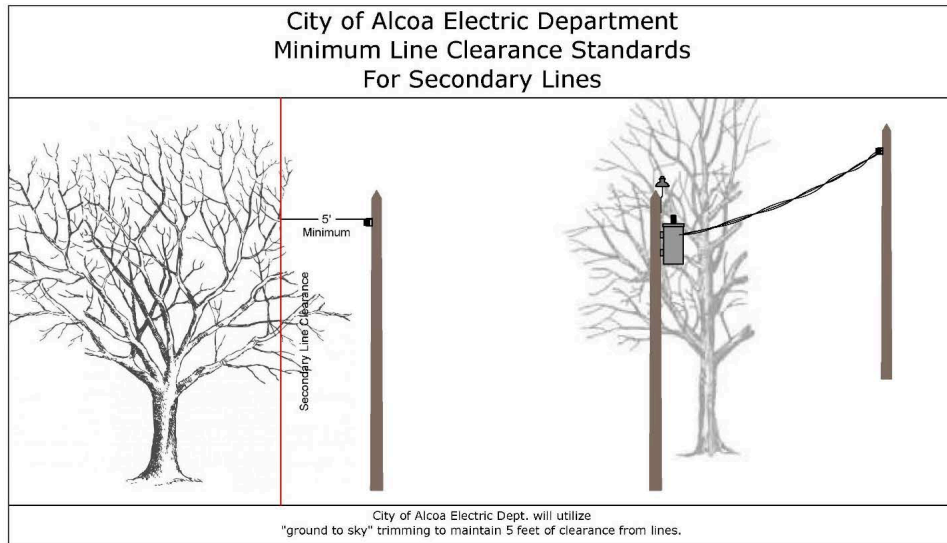
By _____

(TITLE)

Appendix "A"

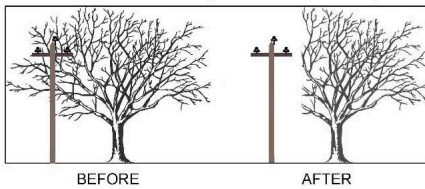




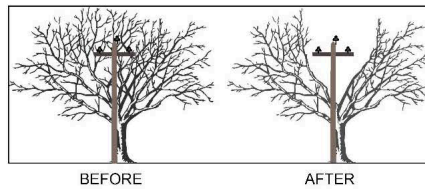


City of Alcoa Electric Department
Standard Trimming Methods
for Primary Distribution Lines

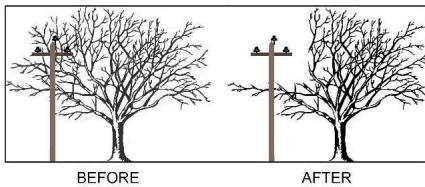
SIDE TRIMMING (GROUND TO SKY)



"V" TRIMMING



SIDE TRIMMING ("L" TRIMMING)



Appendix "B"

PERFORMANCE EVALUATION

Power Line Right of Way Clearance
and
Tree Trimming Crews

Company Name: _____ Date: _____
 Period Covered: _____ Foreman: _____
 Work Location(s): _____
 Area: Urban _____ Rural _____
 Traffic Conditions: Low _____ Medium _____ High _____
 Tree Density: Low _____ Medium _____ High _____
 Was Stump Spray Used? Yes _____ No _____

Scored Evaluation

	Possible Points	Score
A. <u>Clearance Obtained</u>		
Consistently obtains contract clearance	10	_____
Attempts to remove trees rather than only trim	10	_____
Cleans Right of Way to width of original cutting	10	_____
	30	_____
B. <u>Quality of Work</u>		
Trims trees in accordance with contract guidelines	10	_____
Leaves Right of Way with proper appearance	10	_____
Satisfies demands of property owners and public authorities	10	_____
	30	_____
C. <u>Crew Performance</u>		
Crew members in regular attendance on job	5	_____
Equipment functions properly and efficiently	5	_____
Competency and initiative of crew personnel	5	_____
Work performed in a safe and professional manner	5	_____
	20	_____
D. <u>Quantity of Work</u>		
Overall amount of Right of Way clearing and tree trimming worked performed	20	_____
	20	_____
 Total Grade: A + B + C + D = _____		
Total Score: _____		

Crew Rating System

Excellent/Outstanding	96 - 100
Exceeds Expectations	91 - 95
Satisfied Expectations	85 - 90
Needs Substantial Improvement	71 - 84
Unsatisfactory	70 or below

Crew Foreman: _____
 COAED Evaluator: _____

Always Give a Copy of the Evaluation to Crew Foreman

LABOR & EQUIPMENT BID SHEET-FY2026		
LABOR	HOURLY RATE	OVERTIME HOURLY RATE
SUPERVISOR OF CREWS (AS APPLICABLE, I.e., "STORM WORK")	\$53.00	\$79.50
GENERAL FOREMAN	\$44.00	\$66.00
FOREMAN A	\$40.00	\$60.00
FOREMAN B	\$38.00	\$57.00
TREE TRIMMER A	\$37.00	\$55.50
TREE TRIMMER B	\$32.00	\$48.00
TREE TRIMMER C	\$31.00	\$46.50
GROUNDSMEN	\$29.00	\$43.50
EQUIPMENT ITEM	HOURLY RATE	
50 FT AERIAL LIFT UNIT	\$24.00	
55 FT AERIAL LIFT UNIT	\$27.00	
70+ FT AERIAL LIFT	\$35.00	
CHIP TRUCK W/ 15-18YD ³ COVERED DUMP BODY	\$19.00	
CHIP TRUCK W/ 8-10YD ³ COVERED DUMP BODY	\$14.00	
15" DISC CHIPPER	\$11.00	
18" DISC CHIPPER	\$12.00	
BACKYARD AERIAL LIFT	\$27.00	
TOOLS: INCLUDES ALL SAWS AND HAND TOOLS	\$ 0	
TRACTOR WITH SIDE-ARM BUSH-HOG	\$ 55.00	
FORESTRY MULCHER	\$ 55.00	
2WD PICKUP	\$ 9.00	
4WD PICKUP	\$ 15.50	
All time-and-materials (T&M) tree work shall be billed at the agreed-upon straight-time hourly rates and shall not be subject to overtime charges, except in cases of after-hours call-ins.		

2:05
2-26-26
[Signature]

Dark Horse Vegetation Management, LLC
Bidder
[Signature]
Signature
James Diaz-Barriga
Printed Name
CEO
Title
2/23/2026
Date

BID PROPOSAL: RFB 25111

AS-NEEDED POWER LINE RIGHT-OF-WAY CLEARANCE

SUBMITTED TO: City of Alcoa Purchasing & Warehousing Division 223 Associates Blvd.
Alcoa, TN 37701 Attn: **Ashley Hardyn, Purchasing Manager**

SUBMITTED BY: First Choice Tree Service LLC 5607 Washington Pike Knoxville, TN 37918
Phone: 865-934-7766 **Contact Person:** Jack

BID ENCLOSED FOR:

Project Name: *Furnishing Labor and Equipment for As Needed Power Line Right of Way and Easement Clearance and Tree Trimming* **Bid Number:** RFB 25111 **Deadline:** February 26, 2026, 2:00 PM

TABLE OF CONTENTS / CHECKLIST:

- **Official City of Alcoa Bid Sheet (FY2026) – Completed & Signed**
- **Drug-Free Workplace Affidavit – Notarized**
- **Experience Statement – Documenting 5+ years of Utility/Power Line experience**
- **Professional Reference List – Including KUB, Trees LLC, and Gunnison LLC**
- **Contractor Equipment List – Details on Bucket Trucks, Chippers, and Safety Gear**
- **Proof of Insurance & Licensing – General Liability, Workers' Comp, and TN Contractor License**

COMMITMENT TO SAFETY AND SERVICE:

First Choice Tree Service LLC is a locally owned and operated company specializing in utility-line clearance and emergency vegetation management. We are fully equipped and prepared to provide the City of Alcoa Electric Department with reliable, safe, and professional right-of-way maintenance in accordance with all ANSI A300 (Part 1) and Z133 standards.

To the City of Alcoa Purchasing Department,

This statement serves as formal documentation that **First Choice Lawn and Tree Service LLC** meets and exceeds the five-year experience requirement for power line right-of-way (ROW) clearing and easement maintenance as outlined in Section 2.1 of RFB 25111.

Our company has a proven track record of performing high-voltage line clearance, emergency storm response, and hourly vegetation management in the East Tennessee region. Our relevant experience includes:

- **Knoxville Utilities Board (KUB):** We have served as a direct contractor for KUB, performing scheduled hourly line clearance and 24/7 emergency on-call work. This work involved maintaining strict clearance standards for distribution and transmission lines.
- **Subcontracting – Trees, LLC:** We performed utility line clearing as a subcontractor, adhering to rigorous safety and directional pruning specifications (ANSI A300 standards) for major utility circuits.
- **Subcontracting – Gunnison Tree Services, LLC:** Our crews performed specialized right-of-way reclamation and easement clearing, utilizing bucket trucks and specialized equipment to maintain utility corridors.

Capabilities Summary:

- Expertise in lateral/directional pruning to protect utility assets.
- Extensive experience operating in high-voltage environments.
- Fully equipped for chipper, bucket, and manual climbing operations.
- Proven history of safety compliance and reliability in municipal and utility settings.

We are confident that our history of direct and subcontracted utility work makes us a highly qualified partner for the City of Alcoa Electric Department.

Sincerely,

Jack Greene Owner/Principal First Choice Lawn and Tree Service LLC 865-934-7766

Professional References: First Choice Lawn and Tree Service LLC

1. Knoxville Utilities Board (KUB)

- **Relationship:** Primary Contractor (Direct)
- **Scope of Work:** Provides on-call emergency storm response and hourly distribution line clearance. Maintained 10-foot minimum clearance standards on energized primary lines.
- **Contact:** KUB Vegetation Management Department
- **Phone:** 865-524-2911 (General Utility Line)

2. Trees, LLC

- **Relationship:** Subcontractor
- **Scope of Work:** Executed utility forestry services including directional pruning and right-of-way reclamation. Focused on circuit reliability and high-voltage safety compliance.
- **Regional Office Phone:** 866-865-9617

3. Gunnison Tree Services LLC

- **Relationship:** Subcontractor
- **Scope of Work:** Manages easement clearing and vegetation control for utility corridors. Provided specialized equipment (bucket trucks/chippers) for large-scale right-of-way maintenance.
- **Utility Division Phone:** 404-386-3333

LABOR & EQUIPMENT BID SHEET-FY2026		
LABOR	HOURLY RATE	OVERTIME HOURLY RATE
SUPERVISOR OF CREWS (AS APPLICABLE, i.e., "STORM WORK")	85	127.5
GENERAL FOREMAN	80	\$120.00
FOREMAN A	65	\$277.50
FOREMAN B	55	\$82.50
TREE TRIMMER A	50	\$75.00
TREE TRIMMER B	47	\$70.50
TREE TRIMMER C	45	\$67.50
GROUNDSMEN	45	\$67.50
EQUIPMENT ITEM	HOURLY RATE	
50 FT AERIAL LIFT UNIT	na	
55 FT AERIAL LIFT UNIT	50	
70+ FT AERIAL LIFT	70	
CHIP TRUCK W/ 15-18YD ³ COVERED DUMP BODY	30	
CHIP TRUCK W/ 8-10YD ³ COVERED DUMP BODY	28	
15" DISC CHIPPER	30	
18" DISC CHIPPER	45	
BACKYARD AERIAL LIFT	80	
TOOLS: INCLUDES ALL SAWS AND HAND TOOLS	20	
TRACTOR WITH SIDE-ARM BUSH-HOG	na	
FORESTRY MULCHER	75	
2WD PICKUP	20	
4WD PICKUP	25	
All time-and-materials (T&M) tree work shall be billed at the agreed-upon straight-time hourly rates and shall not be subject to overtime charges, except in cases of after-hours call-ins.		

2:08pm
2-26-26
J. Hardyn



MEMORANDUM

TO: Bridgefield Casualty Insurance
FROM: Lance Wheaton, Tennessee Drug-Free Workplace Program
SUBJECT: Drug Free Workplace Application: First Choice Lawn & Tree LLC
DATE: Oct 1, 2025

This is to notify you that the DFWP application for the subject employer listed above for participation in the Tennessee Drug-Free Workplace Program has been received and accepted. Pursuant to T.C.A 50-6-418 and T.C.A. 50-9-101, et sequentia, this employer is entitled to a five percent (5%) premium credit on their workers' compensation insurance policy and will begin to accrue the premium discount on a pro rata basis as of the date of our acceptance of their application; this the date on the application next to the signature of the Commissioner or his designee.

The premium credit granted under this program must be applied to this employer's policy directly upon receipt of this notification, or you may make payment for such credit effective after the annual final premium audit has been completed Drug-Free Workplace Program Rules and Regulations, Chapter 0800-2-12-.02(5)].

By accepting this application, the State of Tennessee is not certifying the accuracy or completeness of either this employer's application or their Drug-Free Workplace Program. Rather, we are acknowledging receipt of the employer's certification, attested by signature, that all provisions and requirements of the Tennessee Drug-Free Workplace Program as established by T.C.A. 50-9-101, et sequential, have been met and implemented. Further, we acknowledge that this employer may have made a "good faith effort" and may have "complied substantially" with Program requirements and is, therefore, "rebuttably presumed to be entitled" to the benefits of the Program.

A copy of the employer's application is enclosed for your review and records. If you have any questions or need any other information, please contact us at 1-800-332-2667 or 1-615-741-2395.



FIRSCHO-94

MKRSTEVSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Knoxville, TN-Wyatt Insurance Services Inc-Hub International Mid-South 312 Prosperity Dr Ste 105 Knoxville, TN 37923-4722	CONTACT NAME: Paul Fortenberry
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: paul.fortenberry@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Greenwich Insurance Company	NAIC #: 22322
INSURER B: ACUITY, A Mutual Insurance Company	NAIC #: 14184
INSURER C: Bridgefield Casualty Insurance Company	NAIC #: 10335
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC OTHER:		NGL-1009805-01	12/17/2025	12/17/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EMPLOYMENT PRAC \$ 50,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ZY0952	12/17/2025	12/17/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		ZY0952	12/17/2025	12/17/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in TN) Y/N <input type="checkbox"/> N/A		196-62479	12/17/2025	12/17/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Umbrella		NEC-7000356-01	12/17/2025	12/17/2026	Limit \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

STATE OF TENNESSEE COUNTY OF Blount

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of First Choice Tree Service (the "Company"), an employer of five (5) or more employees contracting with the City of Alcoa to provide construction or maintenance services, hereby states under oath as follows:

1. The undersigned is a principal officer of the Company and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction/maintenance services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. § 50-9-113.

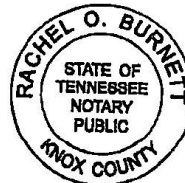
[Signature] (Signature of Principal Officer)

owner (Title)

STATE OF TENNESSEE COUNTY OF Knox Before me personally appeared Jack Henry Greene, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 25 day of February, 2026.

Rachel O. Burnett Notary Public My commission expires: 12.18.29



My Commission Expires Dec. 18, 2029



**STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

<i>Jack Greene</i>	<i>2/26/24</i>
Signature of Authorized Representative	Date
<i>Jack Greene</i>	<i>865-934-7740</i> <i>Jess.greene@</i> <i>gmail.com</i>
Printed Name	Phone Number / Email Address



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	80321
CONTRACTOR LEGAL ENTITY NAME:	First Choice Lawn & Tree, LLC
EDISON SUPPLIER IDENTIFICATION NUMBER:	46-4578777

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

Jack Greene

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

owner Jack Greene

PRINTED NAME AND TITLE OF SIGNATORY

2/26/26

DATE

- 14.1 The Contractor shall furnish a surety bond, in form and substance satisfactory to COA, for the faithful performance of this Contract and for the payment of all persons performing labor in connection with this Contract. This bond must be executed by a surety company duly authorized to do business in the State of Tennessee in the amount of One Hundred Thousand Dollars, or if more, in an amount determined by COA to be equal to the estimated amount of payments due Contractor hereunder over a sixty (60) days period.
- 14.2 COA reserves the right during the term of the Contract, and Contractor agrees to deliver, an additional performance bond in such amount as may be deemed necessary by COA to provide for adequate security for the continuance of this Agreement, or as needed to satisfy the bonding requirements mandated by law.
- 14.3 This surety bond shall remain in effect at all times during the performance of this Contract and shall continue in effect for a period of twelve (12) months following expiration or termination.

Section 15.0 Contractor's License Certification

- 15.1 The Contractor shall furnish a current and valid State of Tennessee Contractor's License as required by Tennessee Code Annotated, Section 62-6-101 ET SEQ.
- 15.2 These Specifications and the related bid documents shall be subject to the requirements of Title 62, Chapter 6 (entitled "General Contractor") of the Tennessee Code Annotated, as applicable, which chapter is incorporated herein by reference.

Section 16.0 Bidder's Statement

- 16.1 The Bidder shall hereby acknowledge the Work that he or she has done is of a nature similar in type and size to that contemplated in this bid, the Bidder agrees to comply with all stipulations, conditions, and requirements described herein, and further agrees not to challenge or dispute or make any claim against COA pertaining to any and all decisions made by COA with regard to the awarding of this Contract.
- 16.2 The full names and addresses of all persons and parties interested in the foregoing bid as principals are as follows:

<u>Names</u>	<u>Addresses</u>
Jack Greene	
First choice Lawn & Tree Service, LLC	
5607 Washington Pike	
Knoxville, TN 37918	865-934-7144

Name of Bidder: First choice lawn & Tree Service, LLC
Jack Greene

Authorized Signature:

Jack Greene

Business Address of Bidder:

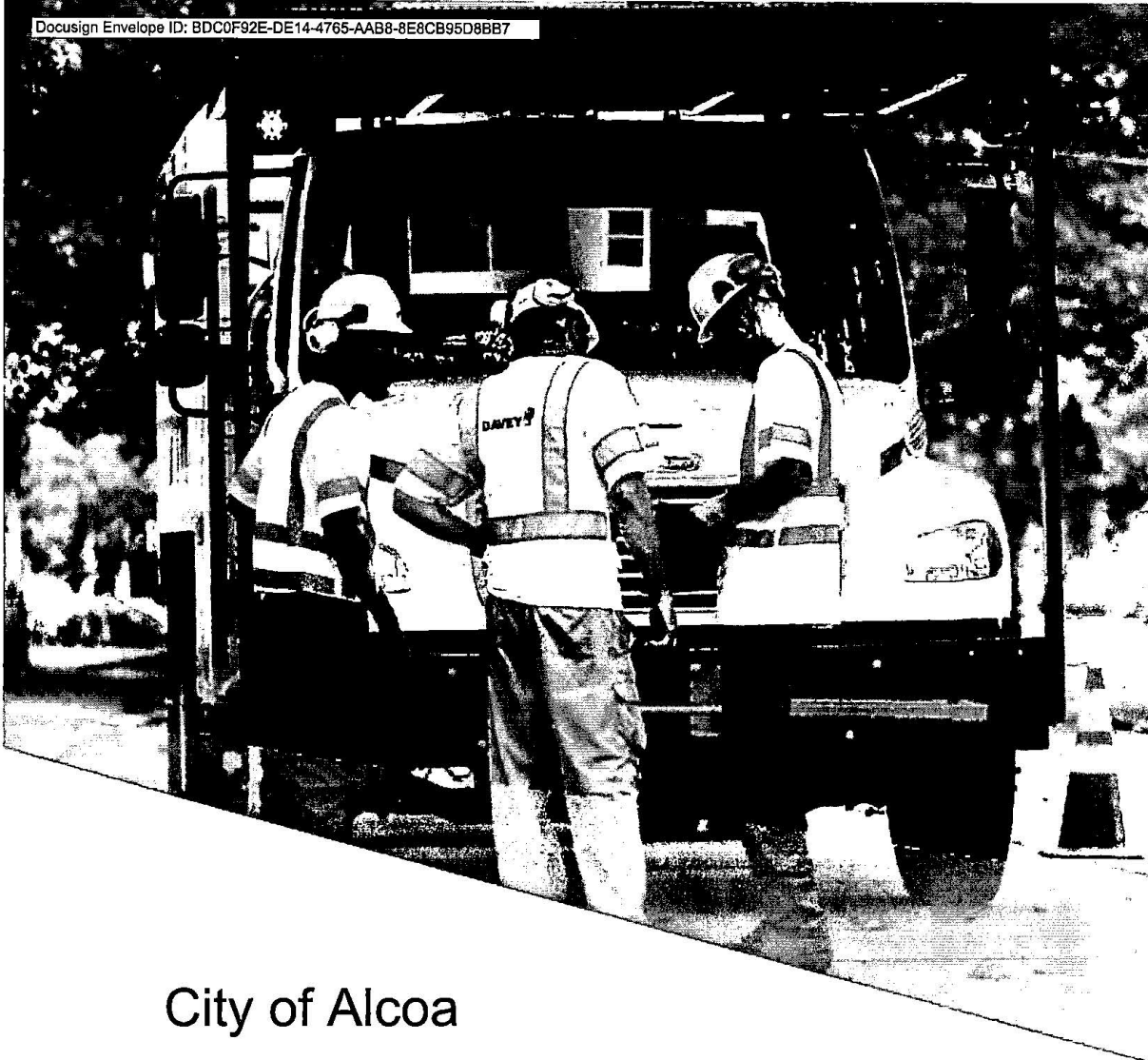
5607 Washington pike

Business Telephone Number:

805-934-7740

Date at February on the 26 day of 2026

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City of Alcoa

As Needed Power Line ROW and
Easement Clearance and Tree
Trimming - RFB 25111

WOLF TREE PROPOSAL



WWW.WOLFTREEINC.COM

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February 26, 2026

City of Alcoa, Purchasing
Ashley Hardyn, Purchasing Manager
223 Associates Blvd.
Alcoa, TN 37701

Re: As Needed Power Line ROW and Easement Clearance and Tree Trimming

Thank you for the opportunity to participate in the bidding process for the City of Alcoa *As Needed Power Line ROW and Easement Clearance and Tree Trimming Contract*. We have developed our bid in accordance with the specifications provided.

Also included is our 2026 Storm and Emergency Services Agreement.

We look forward to partnering with City of Alcoa and maintaining your right-of-way needs. Please feel free to contact me at 813-917-9727 with any questions.

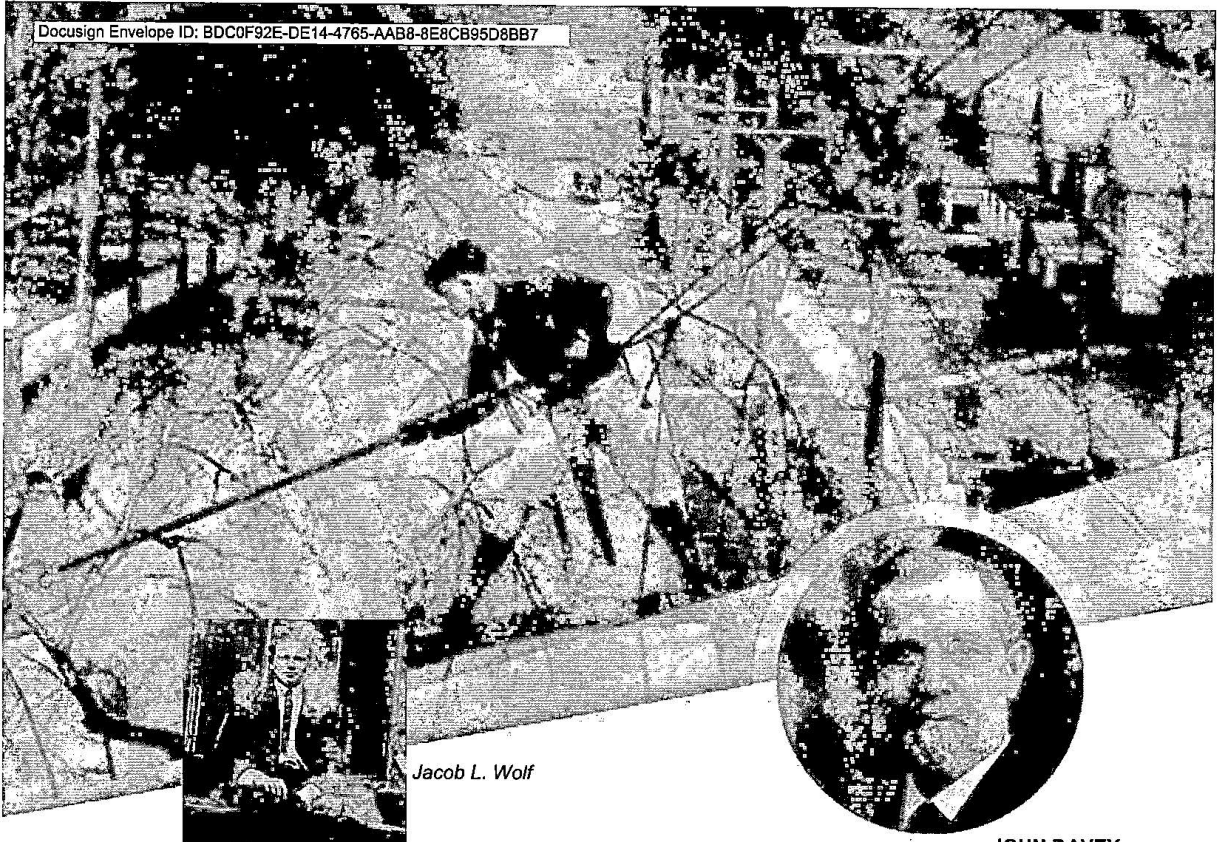
Sincerely,

Johnny Page

Johnny Page
Vice President



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Jacob L. Wolf

JOHN DAVEY

Armed with only a wooden toolbox, saw and rope, Jacob L. Wolf began Wolf Tree in 1926. Our founder was dedicated to providing safe and efficient tree-trimming services.

The lean years of the depression, the lack of manpower during World War II, and the change from hand tools to power equipment were some of the challenges met during his tenure. In the 1950s, his three sons came into the business as it continued to grow. Adding utility and telephone businesses to the customer base, Wolf Tree expanded rapidly in the East Tennessee area.

During the ensuing decades, Wolf Tree spread geographically while keeping up with ever-changing equipment innovations and advanced tree-trimming techniques. Well into the third generation, Wolf Tree continues its tradition of quality services to residential and utility customers.

In 2008, Wolf Tree Inc. joined The Davey Tree Expert Company and now operates as a Davey division.

A former Davey employee, Jacob Wolf's early training is rooted in the Davey Company. He attended the Davey Institute of Tree Sciences in the early 1920s and was the youngest foreman in Davey's history during his tenure with the company.

Founded in 1880, The Davey Tree Expert Company was started by John Davey and incorporated in 1909. In 1979, the employees acquired ownership of Davey. Today, Davey Tree is one of the largest employee-owned companies in North America.

With more than 11,000+ employees, Davey Tree and its subsidiaries offer residential services, commercial services, consulting services by The Davey Resource Group, and utility services.

Our utility solutions and programs are designed and carefully monitored to obtain the right results with minimum risk to the environment and the communities we serve.



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CORPORATE QUALIFICATIONS

QUICK FACTS ABOUT THE DAVEY COMPANY

FORMAL COMPANY NAME:
The Davey Tree Expert Company

DATE FOUNDED:
1880

CORPORATE HEADQUARTERS:
Kent, Ohio

OWNERSHIP:
Employee-owned since 1979, the largest employee-owned company in the State of Ohio and one of the top 10 largest in the U.S.

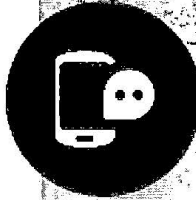
NUMBER OF EMPLOYEES:
11,000+ employees

QUICK FACTS:

- Davey provides tree, shrub and lawn care, pest management, pest surveys, large tree moving, grounds management, vegetation management and consulting services throughout North America.
- Davey crews provide service to nearly every state in the U.S. and many Canadian provinces.
- The Davey family owned the company until 1979 when the employees purchased it.

SUBSIDIARIES:

Davey Tree Surgery Company, Livermore, California; Davey Tree Expert Company Co. of Canada, Limited, Burlington, Ontario and Vancouver Island, British Columbia; Wolf Tree, Knoxville, Tennessee; Standing Rock Insurance Company, Burlington, Vermont



CORPORATE OFFICE:
Wolf Tree, Inc.
3310 Greenway Dr.
Knoxville, N 37918

TAX IDENTIFICATION NUMBER:
26-2019553

SIC CODE:
0783

NAICS:
561730

D&B NUMBER:
00-3388394

CONTACT PERSON:
Earl Blevins

CONTACT PHONE:
423-355-3971

EMAIL:
hblevins@wolftreeinc.com



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STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	Wolf Tree, Inc.
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo/library/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

DocuSigned by:
Michael J. Mittiga

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

Michael J. Mittiga, Vice President & General Manager

PRINTED NAME AND TITLE OF SIGNATORY

2/23/2026

DATE

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STATE OF TENNESSEE

NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

DocuSigned by: <i>Michael J. Mittiga</i> 6A0C819A0C8F243...	2/23/2026
Signature of Authorized Representative	Date
Michael J Mittiga	330-673-9515 michael.mittiga@davey.com
Printed Name	Phone Number / Email Address

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an additional performance bond in such amount as may be deemed necessary by COA to provide for adequate security for the continuance of this Agreement, or as needed to satisfy the bonding requirements mandated by law.

- 14.3 This surety bond shall remain in effect at all times during the performance of this Contract and shall continue in effect for a period of twelve (12) months following expiration or termination.

Section 15.0 Contractor's License Certification

15.1 The Contractor shall furnish a current and valid State of Tennessee Contractor's License as required by Tennessee Code Annotated, Section 62-6-101 ET SEQ.

- 15.2 These Specifications and the related bid documents shall be subject to the requirements of Title 62, Chapter 6 (entitled "General Contractor") of the Tennessee Code Annotated, as applicable, which chapter is incorporated herein by reference.

Section 16.0 Bidder's Statement

- 16.1 The Bidder shall hereby acknowledge the Work that he or she has done is of a nature similar in type and size to that contemplated in this bid, the Bidder agrees to comply with all stipulations, conditions, and requirements described herein, and further agrees not to challenge or dispute or make any claim against COA pertaining to any and all decisions made by COA with regard to the awarding of this Contract.
- 16.2 The full names and addresses of all persons and parties interested in the foregoing bid as principals are as follows:

<u>Names</u>	<u>Addresses</u>
Wolf Tree, Inc.	3310 Greenway Dr., Knoxville, TN 37918
The Davey Tree Expert Co.	1500 N. Mantua St, Kent, OH 44240

Name of Bidder: Wolf Tree, Inc.

Authorized Signature: 

Michael J Mittiga

Business Address of Bidder:

3310 Greenway Dr., Knoxville, TN 37918

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Business Telephone Number:

865-687-3400

Date at 11:15am on the 23rd day of February

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Submitted by Wolf Tree, Inc.

LABOR & EQUIPMENT BID SHEET-FY2026		
LABOR	HOURLY RATE	OVERTIME HOURLY RATE
SUPERVISOR OF CREWS (AS APPLICABLE, i.e., "STORM WORK")	no bid	no bid
GENERAL FOREMAN	\$41.13	\$57.58
FOREMAN A	\$38.85	\$54.38
FOREMAN B	\$37.32	\$52.25
TREE TRIMMER A	\$34.27	\$47.98
TREE TRIMMER B	\$32.75	\$45.85
TREE TRIMMER C	\$31.23	\$43.72
GROUNDSMEN	\$28.94	\$40.52
EQUIPMENT ITEM	HOURLY RATE	
50 FT AERIAL LIFT UNIT	n/a	
55 FT AERIAL LIFT UNIT	\$25.11	
70+ FT AERIAL LIFT	\$31.59	
CHIP TRUCK W/ 15-18YD ³ COVERED DUMP BODY	\$15.57	
CHIP TRUCK W/ 8-10YD ³ COVERED DUMP BODY	n/a	
15" DISC CHIPPER	\$12.00	
18" DISC CHIPPER	n/a	
BACKYARD AERIAL LIFT	\$25.22	
TOOLS: INCLUDES ALL SAWS AND HAND TOOLS	n/a	
TRACTOR WITH SIDE-ARM BUSH-HOG	\$34.59	
FORESTRY MULCHER	\$51.00	
2WD PICKUP	n/a	
4WD PICKUP	\$12.25	
All time-and-materials (T&M) tree work shall be billed at the agreed-upon straight-time hourly rates and shall not be subject to overtime charges, except in cases of after-hours call-ins.		

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The designation of the person to be so notified or the address of such person may be changed at any time and from time to time by either party by similar notice.

6.09 This Contract constitutes the final, complete, and entire understanding and obligations of the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the parties with respect to the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, as of the day and year first above written, each party hereto retaining an executed copy hereof.

ATTEST:

(TITLE)

CONTRACTOR: Wolf Tree, Inc.

By _____
Michael J Mittiga
Vice President & General Manager

(TITLE)

ATTEST:

(TITLE)

CITY OF ALCOA

By _____

(TITLE)

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**MEET JOHNNY
PAGE, VICE
PRESIDENT:**

Contract General Conditions 6/1

Professional with over 25 years of experience in multiple types of utility vegetation management. Johnny is a proven leader capable of coaching staff to advance their skills to the next level. His dedication to customer relationships through quality service benefits the company and clients

CONTACT:



813.917.9727



Johnny.page@davey.com

DAVEY EXPERIENCE

1996:

Foreman of various crew types for the utility service line

2001:

Promoted to the position of general foreman

2008:

Promoted to the position of account manager

2016:

Promoted to the position of Gulf Region area manager

2019:

Promoted to the position of Operations Manager Gulf Region

2021:

Promoted to the position of Regional Vice President - Gulf Region

2025:

Promoted to the position of Vice President - Southern Operations

CERTIFICATIONS

I.S.A. Certified Arborist

T.C.I.A. Certified Treecare Safety Professional

2004 Graduate of The Davey Institute of Tree Science

State of Florida Certified Pesticide Applicator—ROW Maintenance



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Jason Agosto joined Davey as a Climber on the Tampa Electric Company account in 2008, bringing a vast knowledge of the Florida Tree Care Industry. Since then his hard work and dedication helped him accelerate his career as outlined

CONTACT:

 813.917.9671

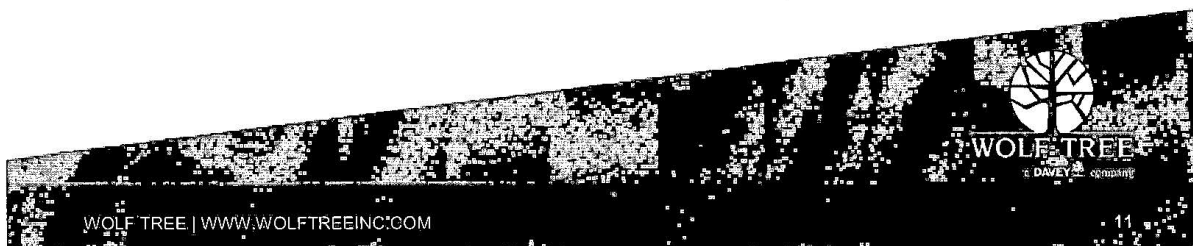
 Jason.Agosto@davey.com

DAVEY EXPERIENCE

- 2008:**
Jason was hired as a climber with Davey Tree
- 2010:**
Promoted to the position of general foreman
- 2016:**
Promoted to the position of senior supervisor
- 2018:**
Promoted to the position of account manager
- 2021:**
Promoted to Area Manager
- 2022:**
Promoted to Operations Manager

CERTIFICATIONS

- Advanced Arborist
- ISA Certified Arborist
- State of Florida Certified Pesticide License




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**MEET
EARL BLEVINS,
AREA MANAGER:**

Earl Blevins began his career in the Tree Care Industry in 1980 and joined Wolf Tree in 1998. In his current position Earl oversees Wolf utility crews in Middle and Southeast Tennessee.

CONTACT:

 865-687-3400

 423-355-3971

 hblevins@wolftreeinc.com

WOLF EXPERIENCE

1998:

Earl joined Wolf Tree as a Foreman

2000:

Promoted to Supervisor

2021:

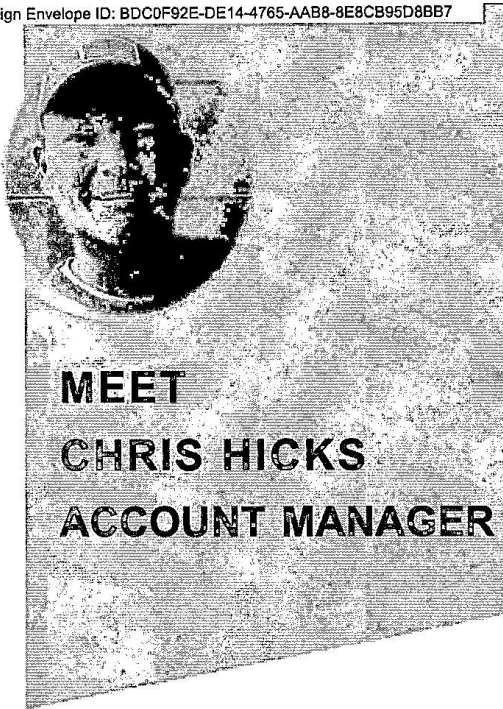
Promoted to Area Manager

CERTIFICATIONS

ISA Certified Arborist



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Chris Hicks began his career in the Tree Care Industry in 1998. He joined Wolf Tree in 2023 as a supervisor and was promoted to Senior Supervisor in 2024. In his current position as Account Manager, Chris is responsible for overseeing Wolf utility accounts in Southeast Tennessee and Georgia.

CONTACT:

-  865-687-3400
-  615-642-9034
-  chicks@wolftreeinc.com

WOLF EXPERIENCE

2023:

Earl joined Wolf Tree as a Supervisor

2024:

Promoted to Senior Supervisor

2025:

Promoted to Account Manager



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MEET OUR LEADERSHIP TEAM



MIKE MITTIGA, VICE PRESIDENT & GENERAL MANAGER OF EASTERN UTILITY

Mike Mittiga began his career at the Davey Tree Expert Company 18 years ago. His work ethic, leadership and vast knowledge helped



KEVIN BAUER, VICE PRESIDENT-EASTERN UTILITY, BUSINESS OPERATIONS

Kevin Bauer began his career at the Davey Tree Expert Company 20 years ago. He has a diverse background grounded in financial planning but spent time leading field operations prior to his position as Director of Operations Finance and Support Strategy for Eastern Utility Services and now Vice President—Eastern Utility, Business Operations.

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Background Information, Experience and Qualifications

Wolf Tree Inc. is a provider of vegetation management services for utilities in the central and eastern United States. Wolf Tree Inc. was founded in 1926 with a commitment to provide professional vegetation management services. Wolf Tree is a wholly owned subsidiary of The Davey Tree Expert Company, an employee-owned company founded in 1880. Because of our relationship with Davey, we have more than two centuries of combined experience in delivering reliable and efficient service.

Wolf Tree warrants that our equipment, facilities, manpower and financial resources are sufficient to meet the requirements of the Contract as scheduled.

For more information regarding Wolf Tree visit www.wolftreeinc.com

Our customers include municipal, cooperative, and investor-owned electric distributors. Wolf Tree Inc. is known for its experienced workforce and dedicated management team.

We are headquartered at 3310 Greenway Dr. Knoxville, TN 37918 and can be reached at 865-687-3400 or toll-free at 800-231-1113. Our fax number is 865-689-4914.

Wolf Tree offers safe, reliable productive line clearance services with a range of specialized equipment. Some of our specialized equipment consists of seventy-five-foot elevator aerial equipment, mechanical trimmers, knuckle booms, chippers, four-wheel drive aerial lifts, along with a variety of mowers. Wolf Tree's strategy is to emphasize the quality of line clearance services we will provide to your company. Our experienced crews can mobilize quickly to help in the restoration of services caused by damaging storms. The restoration effort is always performed with a focus on minimizing further damage to conductors or other utility infrastructure.

Wolf Tree provides crews that are certified in line clearance. We utilize a safety program that ensures safe and healthy working conditions. We comply with all local, state, and federal laws and regulations. Our management team consists of Vice President, Johnny Page, Operations Manager Jason Agosto, Area Manager Earl Blevins, Account Manager Chris Hicks and Senior Supervisor Greg Rutherford. All take hands-on roles in the management of contracts. Wolf Tree, Inc. currently has over 200 employees.

In closing, our objectives are to provide excellent customer relations while providing safe reliable services. All work performed is completed in accordance with arboriculture standards and sound environmental practices. Wolf adheres to the ANSI A-300 and Z-133 standards that modern arboriculture requires.

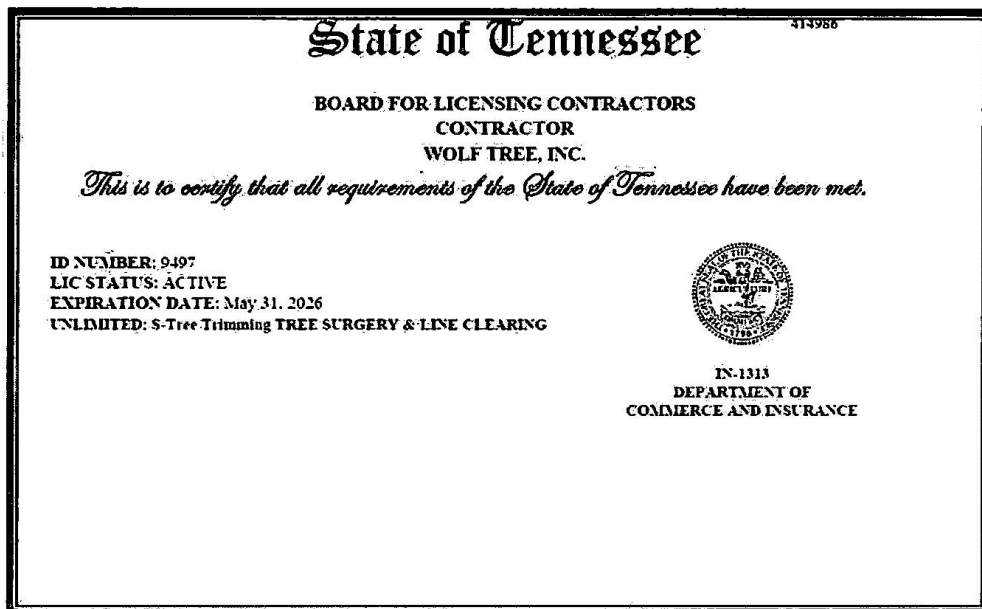
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Pesticide Licensing

Wolf Tree has qualified personnel licensed and experienced in the handling and use of chemicals, sprays and herbicides commonly used in utility ROW applications.

- Pest Commercial Applicator's License Number 97073, Certified in Category R06
- Charter #75

Contractor License



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References

Below is a representative listing of utility contracts currently in process.

Utility Name Location	Contact name Phone number	2024 Contract Amount	Type of work
Clinton Utilities Board Clinton, TN	Todd Loggins 865-220-6205	\$2.4M	Utility Line Clearing and ROW Maintenance
City of Tallahassee Tallahassee, FL	John Tedder 850-363-8502	\$9.2M	Utility Line Clearing and ROW Maintenance
EPB - Chattanooga Chattanooga, TN	Ryne Frazier 423-648-3474	\$460K	Utility Line Clearing and ROW Maintenance
Newport Utilities Newport, TN	Jacob Woods 423-625-2809	\$874K	Utility Line Clearing and ROW Maintenance

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Key Personnel

If Wolf Tree is awarded work with City of Alcoa, we anticipate involvement including but not limited to the following people in performance of this contract.

Johnny Page, Vice President, has over 25 years' experience in multiple types of utility vegetation management. He is an ISA Certified Arborist and TCIA Certified Treecare Safety Professional. In his current position, Johnny has oversight of all operational aspects of Davey Tree's Southern Operations and Wolf Tree.

Jason Agosto, Operations Manager Jason Agosto joined Davey as a Climber in 2008, bringing a vast knowledge of the Tree Care Industry. His hard work and dedication helped him accelerate his career and he quickly moved up to General Foreman, Account Manager and then Area Manager. In his current position as Operations Manager, Jason has oversight of all Wolf Tree operations.

Earl Blevins, Area Manager, began his career in the tree care industry in 1980. He joined Wolf Tree in 1998 as a Foreman. Earl was promoted to Supervisor in 2000, a position he held for 20 years before becoming an Area Manager in January 2021. Earl is a Certified Arborist through the International Society of Arboriculture and oversees Wolf Tree's utility accounts.

Chris Hicks, Account Manager, began his career in the tree care industry in 1998. He joined Wolf Tree in 2023 as a supervisor. He was promoted to Senior Supervisor in 2024. In his current role as Account Manager, Chris is responsible for overseeing Wolf accounts in East Tennessee and Georgia.

**Supervisor and crew members will be selected/assigned upon award of contract.



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Equipment

Wolf Tree Inc. has equipment inventory available for utility power line right-of-way clearance and tree trimming. This equipment includes but not limited to:

- Trucks including:
 - Chip trucks
 - Pick-up trucks
 - Flatbed trucks
 - Spray trucks
 - Loader trucks
- Mechanical Trimmers and Cutters including:
 - Bush Hog
 - Geo Boy
 - Fecon
- Dozer
- Aerial lifts
- Tractors
- Trailers
- Stump Grinders
- Chippers

Upon award of contract, specific equipment will be assigned/purchased to fulfill contract specifications. At that time further information/details will be provided. All equipment and tools will meet or exceed required specifications suitable for completing the scope of work.



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The Davey Tree Expert Company
Health & Safety Department

OVERVIEW OF DAVEY TREE'S HEALTH & SAFETY TRAINING PROGRAM¹

I. Introduction

Davey Tree's Health & Safety Training Program ("program") has been developed by the Health & Safety Department with input from all operational segments of the company. The program incorporates skills training, best practices, ANSI Z133 Safety Requirements for Arboricultural Operations, and the applicable OSHA standards for our industry.

In addition, all tree pruning/removal/vegetation management within 10ft of energized electric supply lines for electric utility clients conducted by Davey Tree and its subsidiaries is performed in compliance with the applicable paragraphs of OSHA 29 CFR 1910.269 regulations governing Electric Generation, Transmission and Distribution, and the OSHA regulations applicable to line clearance.

II. Objective

Davey Tree is committed to the health and safety of our employees. To achieve this goal, Davey Tree has developed a Health & Safety Training Program towards developing a proactive safety culture to ensure proper safe work practices and procedures and to protect employees.

III. Scope/applicability

The program applies to all employees, be they management or crafts people, of The Davey Tree Expert Company, including all its subsidiaries.

IV. Responsibilities

- A. The Health & Safety Department is responsible for the overall implementation and maintenance of this program and for maintaining all the related training records.
- B. Motor Carrier Safety Representatives are responsible for assisting field management in regulatory compliance, driver qualification, vehicle inspection and driver safety training.
- C. Managers/supervisors responsibilities include, but are not limited to the following:
 - implementing, supervising, and enforcing this program effectively in their assigned work areas.
 - training employees in the safest and most efficient methods of performing each job or task as necessary.
 - ensuring that employees will be assigned tasks/jobs for which they are already trained and skilled.
- D. Crew leaders/forepersons are responsible for performing work that involves paperwork, time, and leadership skills. These responsibilities include but are not limited to:

¹ This overview intends to provide a high-level comprehensive description of Davey Tree's Health & Safety Training Program. It does not represent an all-inclusive list of topics, methodologies, and qualifications that the Health & Safety Department offers to its managers and employees. Federal, state, local laws and regulations, industry standards, best business practices, and contractual obligations shall impact the extent and content of the health & safety training.

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- setting the example to other employees.
- introducing new employees to the equipment and the immediate jobs at hand.
- planning each new employee's training on a schedule that is best suited for that individual.

E. Employees responsibilities include but are not limited to:

- attending safety meetings and training.
- operating only the equipment for which they are trained and authorized to use.

V. Safety training topics

Managers and employees are trained on various safety topics including, but not limited to the following:

- Aerial rescue
- Aerial lift operations
- All stop / stop work authority
- Brush cutting
- Close call communication
- Code of Safe Practices
- Confined space entry
- Defensive driving
- Alcohol and Drug Policy / Fitness for duty
- Electrical hazards
- Emergency response procedures
- Enforcement of safety policies
- Equipment guarding
- Equipment servicing, inspection, and maintenance
- Fall protection (including climbing safety equipment)
- Federal Motor Carrier Safety Administration Requirements (FMCSA)
- Fire safety and response
- First Aid / CPR
- Grounds management
- Hand tools (including hand saws and pole tools)
- Hazard / Risk assessment
- HazMat communication
- HazMat handling
- HazMat storage
- Hearing conservation
- Housekeeping
- Incident reporting and investigation
- Infectious diseases prevention (including Covid-19)
- Injury and illness prevention
- Job planning and briefings
- Ladders
- Landscape installation
- Landscaping

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- Line clearance
- Lockout / tagout procedures
- Minimum Approach Distance (“MAD”)
- Mobile equipment (including brush chippers, aerial lifts, and cranes)
- Motor vehicle records
- Personal protective equipment (“PPE”)
- Plant Health Care (PHC) application (including herbicides, pesticides, fungicides, and fertilizers)
- Power tools (including chain saws, and mowers)
- Ropes and knots
- Snow plowing
- Storm response
- Traffic control / jobsite set-up
- Tree climbing
- Tree pruning and removal
- Vegetation management
- Wildfire prevention and suppression
- Workplace violence prevention

VI. Frequency

- A. Initial training will be provided to all new employees at onboarding or before being assigned tasks that involved the required training including, but not limited to, the following if applicable:
- Close-call communication
 - Code of Safe Practices
 - Defensive Driving Program
 - Alcohol and Drug Policy / Fitness for Duty
 - Fire safety and response
 - First Aid / CPR
 - Hazard / Risk assessment
 - HazMat communication
 - HazMat handling
 - HazMat storage
 - Housekeeping
 - Incident reporting and investigation
 - Infectious diseases prevention (including Covid-19)
 - Injury and illness prevention
 - Job planning and briefings
 - Lockout / tagout
 - Personal protective equipment (PPE)
 - Workplace violence prevention
- B. Additional or refresher training will be provided to employees:
- as required by law or regulation.
 - when they are given new job assignments for which training has not previously been received.

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- whenever new substances, processes, procedures, or equipment are introduced to the workplace.
- when a manager/supervisor is made aware of a new or previously unrecognized hazard and determines the need for additional or refresher training.
- when a near miss or incident arises if it is determined by investigative outcomes.
- when required by contract.

VII. Training of Managers/Supervisors

Managers/supervisors will be trained to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed. They will complete previous on-the-job training in all phases of the work to which they are assigned.

Further safety education and training is achieved through:

- direct instruction and mentoring by experienced managers/supervisors and Health & Safety Department representatives.
- Davey Tree's Learning Management System of on-line education
- periodic safety management meetings
- periodic safety leadership seminars
- conducting safety meetings with employees
- periodic leaflets, pamphlets, and brochures supplied by Davey Tree (i.e., weekly safety meetings, DOT compliance guides, technical journals, etc.)
- Assistance from the Health & Safety Department, Human Resource Department, and Davey Institute personnel.

VIII. Safety and Training Manual ("STM")

The STM is the main educational resource of this program. Sections of the STM are covered and discussed during the CDP training, tailgates, and safety meetings.

The STM is reviewed on an ongoing basis to ensure it complies with applicable laws and regulations and in accordance with the latest version of ANSI Z133 (2017), being in 2021 the last completed and published revision. However, any discrepancies or clarifications are corrected or supplemented through additional material distributed to managers/supervisors and employees.

The STM will be re-reviewed once the ANSI Z133 regulations are updated/amended.

A copy of the STM is situated on each crew truck, along with equipment manufacturers manuals and other related safety information.

IX. Methodologies – online, on the job, classroom/in person

A. Davey Tree's Learning Management System ("LMS") of online education

LMS is the online platform of this program. Managers/supervisors may receive initial and refresher/additional training on a variety of topics.

B. Career Development Program ("CDP")

The CDP has been developed by safety professionals within the Health and Safety Department competent in each service line. Its purpose is to educate and train employees in safe work

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practices under the supervision of competent employees and managers/supervisors.

The CDP is structured to begin at the time of hire with an employee safety orientation, progressing into safety skills education. The CDP consists of levels which include a variety of safety topics.

The CDP process is documented through each phase of training and records are maintained for the employees participating in it.² The completion timeline is approximately eighteen (18) months, but it is determined by demonstrated proficiency in job safety skills and productive work practices to mitigate the risk exposures rather than solely exposure time.

C. Weekly tailgate meetings and safety meetings

Tailgate meetings are on topics determined by the Health & Safety Department to serve as at minimum, as an annual refresher on applicable safety policies and procedures. They are led by local supervisors on a weekly basis.

Managers/supervisors also should conduct quarterly safety meetings for all field personnel on topics pertinent to the operation.

D. Safety seminars

The Health & Safety Department conducts multi-day, regional seminars for our management and supervisory personnel each year throughout the territories in which Davey Tree operates. Topics covered (many in workshop format) include incident prevention, training techniques, team building, incident reporting and investigation, claims management, internal costing of insurance, Alcohol and Drug Policies, motor carrier safety, equipment maintenance, and OSHA regulatory compliance.

The intent of this program is to give our operations group the tools necessary to create, implement, and sustain a safety culture on a local level. Committed, safety-minded crew leaders are critical to the success of the safety culture. Therefore, a variation of the aforementioned regional seminar is conducted at the crew leader level multiple times throughout North America. Attendees for this program are selected based on their ability to be a partner in safety to their manager and a mentor to the crew leader's peer group.

X. Special certifications

A. First Aid / CPR

Davey Tree's policy is to encourage and promote the safe, efficient provision of first aid for minor injuries, using employee self-care, voluntary first aid providers, and accessing the local community Emergency Management System for serious accidents, injuries, and illnesses.

All Davey Tree employees on operational locations shall be trained in first aid and CPR within 90 days of their hiring dates. Trained employees are to be retrained according to their training's expiration cycle to keep their knowledge and skills current. Refresher training will be provided

² Managers/supervisors or Crew Leaders sign off the specific task in the CDP book/Level once the employee demonstrates proficiency on such specific task. Once the employee is signed off/certified on all tasks within a CDP book/Level, the employee advances to the next CDP book/Level.

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annually.

Emergency response, and for those involved in work aloft, aerial rescue training is to be conducted and documented annually.

The manager/supervisor is responsible for facilitating training directly, or through a Qualified Instructor.

First aid training shall be specific to subject areas pertinent to Davey Tree employees.

The level of training provided by Davey Tree is intended to meet the requirements set forth by OSHA and to be comparable to standards set by the American Red Cross (ARC).

Employees should not attempt to rescue or treat an injured or ill employee unless they are trained to do so. Instead, they should immediately contact 911 / EMS.

B. Davey Driver Qualification

Davey Tree is considered as an "Interstate Commercial Carrier" by the Federal Motor Carrier Safety Administration ("FMCSA") and is required to comply with the Motor Carrier Safety Regulations ("MCSR") applicable to commercial carriers.

To qualify as a driver for Commercial Motor Vehicles (CMV), a Davey Tree employee must also qualify as a Davey driver which includes, amongst other requirements, a road test. Each driver shall be tested in the type of vehicle that he/she will be driving the majority of the time. Local Managers/Supervisors perform this test prior to the Driver Qualification process being finalized.

The most common CDL class for Davey Qualified Drivers is a "Class B". Certain types of vehicles, such as those with air brakes, also require that the driver have endorsements/restrictions removed from their CDL. Commercial vehicles that are towing a trailer which exceeds 10,000 pounds GVWR, may require a "Class A" CDL.

Davey drivers will receive training only in a group classroom setting. Qualified Drivers also have annual refresher training on related topics.

It is the responsibility of the assigned manager/supervisor to identify which employees will be drivers and to allow only "Qualified Drivers" to operate Davey Tree CMVs.

C. OSHA 10-Hour and 30-Hour courses

These courses are only a requirement for the Health & Safety team members who provide field safety support for an operation's offices/worksites. However, other managers/supervisors and employees may complete OSHA's 10-hour and/or 30-hour courses.

D. Other certifications

Davey Tree employees may get certified on other specialty tasks as necessary or required.

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XI. Language

Employees and managers/supervisors will be trained in a language they will understand.

XII. Review and constant improvement

This program is regularly reviewed and modified as necessary for continued improvement. The Health & Safety Department reviews and tests the program, as well as any related emergency communications plans for effectiveness and to incorporate lessons learned into plan modifications.

XIII. Training records

The Health & Safety Department shall maintain the training records related to this program in the designated corporate database for such purposes.

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2026 STORM AND EMERGENCY SERVICES AGREEMENT

For off-system crews

This is a contract between City of Alcoa (Customer”) and Wolf Tree, Inc. (“Wolf”) to perform the Scope of Services described below on the Terms and Conditions set forth on the reverse side of this Agreement.

SCOPE OF SERVICES	
<p>Wolf will perform only the services described in writing below (the “Scope of Services”). Customer understands and agrees that Wolf is <u>not</u> required to perform any services that are not expressly described herein. However, if Wolf performs any additional or different services, additional fees, costs, and charges will apply, and Customer agrees to pay such additional fees, costs, and charges.</p>	
<p>Services to be performed (check all that apply):</p> <p><input checked="" type="checkbox"/> Storm Restoration Vegetation Management Services</p> <p><input type="checkbox"/> Other</p>	
<p>Description of Services: _____ Southern Non-Union Storm Crews _____</p> <p>_____</p> <p>_____</p>	
<p>Location of Work/Address (“Job Site”): _____</p> <p>_____</p> <p>_____</p>	

By signing below, Customer agrees to the Scope of Services and the Terms and Conditions set forth on the reverse side of this Agreement. If Customer is a legal entity, the person signing below hereby represents that he or she has full authority to enter into this Agreement on behalf of Customer.

BY CUSTOMER:

BY WOLF:

Signature: _____
 Name (print): _____
 Title : _____
 Company: _____
 Date: _____

Signature: _____
 Name (print): _____
 Title : _____
 Date: _____
 Company: _____

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TERMS AND CONDITIONS

1. **Exclusive Terms.** Customer and Wolf agree that these Terms and Conditions are the exclusive terms and conditions of this Storm and Emergency Services Agreement (the "Agreement"). Any additional or different terms or conditions not contained herein are rejected by the parties, unless agreed to in a writing identified as an amendment to this Agreement and signed by both parties.
2. **Customer.** The term Customer shall include Customer's family members, employees, agents, representatives, contractors, and insurers. If Customer is a legal entity, the term Customer shall include Customer's parent, subsidiary, related, and affiliated entities and each of their respective officers, directors, members, owners, employees, agents, representatives, contractors, and insurers.
3. **Limited Scope of Services.** Wolf agrees to perform only the services expressly described herein as the Scope of Services. Customer understands and agrees that Wolf is not required to perform any services that are not expressly set forth herein as the Scope of Services. Notwithstanding the foregoing, if Wolf performs any services in addition to or different from the Scope of Services, additional fees, costs, and charges will apply, and Customer agrees to pay such additional fees, costs, and charges.
4. **Customer's Payment Obligation.** Customer agrees to pay Wolf's fee for services and to accept Wolf's invoice as submitted. Customer's payment obligation is not conditioned on Customer's receipt of payment or approval from any insurer, government agency, or other third-party. Customer and Wolf agree that Wolf is not required to submit its invoice in compliance with any third-party's invoice or billing requirements. Nor is Wolf required to submit to any Customer or third-party audit of its time cards, invoices, or other records.
5. **Hourly Rates.** Unless other rates are agreed to in a writing identified as an amendment to this Agreement and signed by both parties, Customer agrees to pay for Wolf's services at the following hourly rates:

Personnel	ST Rate	OT Rate	DT Rate
Grounds Person	\$54.67	\$76.28	\$88.85
Tree Trimmer	\$66.31	\$92.49	\$107.75
Crew Foreman	\$77.65	\$108.30	\$126.18
Supervisor	\$101.18	\$141.15	\$164.42
On-Site Safety Coordinator	\$89.04	\$89.04	\$89.04
Mobile Mechanic	\$119.45	\$119.45	\$119.45
Equipment Operator	\$77.65	\$108.30	\$126.18
Equipment	Hourly Rate		
Aerial Lift Under 60' – 2WD	\$27.45		
Aerial Lift Under 60' – 4WD	\$30.95		
Aerial Lift Over 60'	\$36.05		
Manual Crew Truck	\$18.20		
Pickup Truck	\$16.18		
Disc Chipper	\$8.73		
Grapple/Loader (Single Axle)	\$78.32		
Grapple/Loader Truck (Double Axle)	\$100.39		
Side Trimmer	\$94.34		
Skid Steer	\$88.71		

The ST Rate shall apply for all hours worked under eight (8) hours per day, Monday through Friday. The OT Rate shall apply for all hours worked in excess of eight (8) hours per day and Saturdays. The DT Rate shall apply for all hours worked on Sundays or established holidays. In the event of a mid-week call out, OT hours will start once the employee has accumulated forty (40) ST hours for the week.

6. **Calculation of Hours and Minimum Charge.** Customer understands that Wolf personnel and equipment may work up to sixteen (16) hours per day. Customer agrees to pay for all Wolf personnel and equipment time. Customer agrees to pay a minimum charge of twelve (12) hours each day for each Wolf employee and piece of equipment on storm response.
 7. **Travel Time.** Customer agrees to pay for all time incurred by Wolf personnel, at the hourly rates set forth above, to travel to and from the Job Site, transport or dispose of waste from the Job Site, or acquire materials or supplies necessary to complete the Scope of Work at the Job Site. Customer understands that Wolf personnel may travel from out of state to respond to an emergency or storm clean-up situation, and Customer agrees to pay for such out-of-state personnel, at the hourly rates set forth above, to travel from their home area to the Job Site and to return to their home area. Customer further agrees to pay the following rates per mile for the relocation of Wolf equipment to the Job Site and return of Wolf equipment to its place of origin at the following rates per mile:
- | Equipment | Rate Per Mile |
|------------------------------------|---------------|
| Aerial Lift Under 60' | \$2.07 |
| Aerial Lift Over 60'/Grapple Truck | \$2.11 |
| Manual Crew Truck | \$2.04 |
| Pickup Truck | \$1.77 |
| Grapple/Loader Truck | \$2.76 |
| Low Boy Transportation | \$14.29 |
| Skid Steer Transportation | \$3.97 |
8. **Costs.** Customer agrees to pay all costs necessary to complete the Scope of Work at the Job Site, including, but not limited to, all costs to acquire necessary equipment, materials, supplies, and services.
 9. **Per Diem – Meals and Lodging.** Customer agrees to pay the costs for meals and lodging for each employee per diem as found on <https://www.gsa.gov/travel/plan-book/per-diem-rates> nearest to customer's location. Please reference Exhibit A for example lodging rates and Exhibit B for example meal & incidental rates. Due to the nature of a storm situation, receipts will not be collected and therefore will not be provided. In the event Customer pays hotels or meals directly, the charges are not applied.
 10. **Payment.** Wolf will provide one or more invoices for the services provided to Customer, and Customer shall pay such invoice(s) in full within sixty (60) days of the invoice date. To the extent permitted by applicable law, any invoice not paid in full within sixty (60) days of the invoice date is subject to a late fee in the amount of 1.5% of the unpaid invoice amount per month until the invoice is paid in full. Customer understands and agrees that the late fee reasonably represents Wolf's damage and loss resulting from late payments. In addition, Customer agrees to pay interest on any unpaid invoice amount at the maximum rate allowed by law. If Wolf initiates litigation or other collection action against Customer to recover any amount, Customer agrees to pay all litigation or collection costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred by Wolf in connection with such litigation or collection action.
 11. **Disclaimer of Warranties.** All work performed by Wolf under this Agreement is without warranty. Wolf disclaims all warranties of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose. Customer agrees that the services provided by Wolf under this Agreement are as is, where is, and with all faults.
 12. **Limitation of Liability.** Customer agrees that Wolf shall not be liable to Customer for any special, indirect, incidental, or consequential losses, damages, or expenses of any kind, including, but not limited to, any business interruption losses or lost revenue, arising directly or indirectly out of, resulting from, relating to, or in connection with this Agreement, any services performed by Wolf, any act or omission by Wolf on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause. Customer agrees that, to the extent permitted by law, Wolf's total liability to Customer for any and all injuries, accidents, property damage, claims, losses, expenses, or other damages arising out of, resulting from, or in connection with this Agreement, any services performed by Wolf, any act or omission by Wolf on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause shall not exceed the total amount actually paid to Wolf by Customer.
 13. **Release of Claims Relating to Job Site Conditions.** Customer hereby releases Wolf from any and all claims of any kind, including claims for personal injury, death, and property damages, arising from or relating to any condition of the Job Site or any hazard on the Job Site that existed prior to the execution of this Agreement, whether known or unknown.
 14. **Authority to Grant Access to Job Site.** Customer represents and warrants that Customer has full authority and the legal right to authorize and grant access, and does hereby authorize and grant access, to Wolf to enter the Job Site, including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the Job Site. Customer understands and agrees that Wolf has relied upon such representation and warranty to perform its services under this Agreement.
 15. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, and its officers, directors, employees, agents, representatives, successors, and assigns, (collectively, the "Indemnified Party"), from and against any and all claims, suits, actions, causes of action, and proceedings and any and all related liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") asserted against or incurred by the Indemnified Party if and to the extent caused by the Indemnifying Party's material breach of any term or provision of this Agreement or the negligence or willful misconduct of the Indemnifying Party, or its employees, representatives, or contractors. If and to the extent that Losses are caused by the joint conduct of the parties, then a party's duty of indemnification shall be in proportion to that party's contribution to the cause of such Losses.
 16. **Force Majeure.** Wolf shall not be subject to any liability or damages for delay in performance or non-performance as a result of the storm conditions, fire, flood, ice, natural catastrophe, labor dispute, accident, riot, act of governmental authority, act of God, act of terrorism, or other contingencies and circumstances beyond Wolf's control interfering with its performance under this Agreement.
 17. **Assignment.** Customer may not assign any of its rights under this Agreement without the prior written consent of Wolf. This Agreement does not confer upon any third party any right to claim damages against Wolf.
 18. **Severability.** If any term of this Agreement is held invalid, illegal, or unenforceable, such term shall be limited to the extent necessary to comply with applicable law and if such limitation is not possible, severed and inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.
 19. **Enforcement and Waiver.** Wolf's failure to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of Wolf's right to insist upon strict adherence to such provision thereafter or to any other provision of this Agreement in any other instance.
 20. **Governing Law.** The parties' rights and duties under this Agreement shall be governed by Ohio law, without regard to choice-of-law rules.

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21. Consent to Jurisdiction. In the event of a dispute arising out of, resulting from, or any objection based on improper venue, inconvenient forum, or lack of personal jurisdiction in connection with this Agreement, the parties hereby consent to jurisdiction of the courts of the state of Ohio and waive any objection based on improper venue, inconvenient forum, or lack of personal jurisdiction. the jurisdiction of the courts of the state of Ohio and waive

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An official website of the United States government



U.S. General Services Administration

FY 2026 per diem rates for Alcoa, Tennessee

Change fiscal year: or

Daily lodging rates (excluding taxes) | October 2025 - September 2026 Exhibit A - sample

Cities not appearing below may be located within a county for which rates are listed. To determine the county a destination is located in, visit the [Census Geocoder](#).

Primary destination	County	2025 Oct	Nov	Dec	2026 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110

Meals and incidental expenses (M&IE) rates and breakdown Exhibit B - sample

The M&IE total is the full daily amount for a single calendar day when that day is neither the first nor last day of travel. The amount received on the first and last day of travel equals 75% of the M&IE total. See [M&IE breakdowns](#) for information related to the individual meal amounts.

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and last day of travel
Standard Rate	Applies for all locations without specified rates	\$68	\$16	\$19	\$28	\$5	\$51.00

[Additional per diem topics](#)

[Need more information?](#)

[Related topics](#)



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OUR SAFETY CULTURE

Your customers rely on you to provide the energy that powers their lives. You rely on Davey to improve the reliability of your electrical system, enhancing the safety of your communities. Our commitment to safety and incident prevention is at the heart of our business. Priorities change but values never do. To help us maintain this approach, Davey's Leadership Team has worked with our corporate safety professionals and industry professionals to develop several key programs:

HUMAN PERFORMANCE IMPROVEMENT:

Continued learning and reevaluation of our processes, procedures, and behaviors in safety and operations through the concepts and principles of Human Performance Improvement.

Our core message is:

- » Human Error is not the cause. Human error is where investigation begins.
- » Your reaction to bad news matters.
- » Sharp-end employees are closest to failure and success. Therefore, they understand the finer points of how both occur within your organization.
- » Stimulate and protect Informed Culture. Barriers that inhibit upward communication allow the growth of LOWs. Possibly to the point to where they become unmanageable.
- » Leaders must behave consistently with the company's stated values. If they don't, employees will laugh at the poster of stated values. Culture develops either way.
- » Values based decisions made during crisis or tension solidify desirable culture.

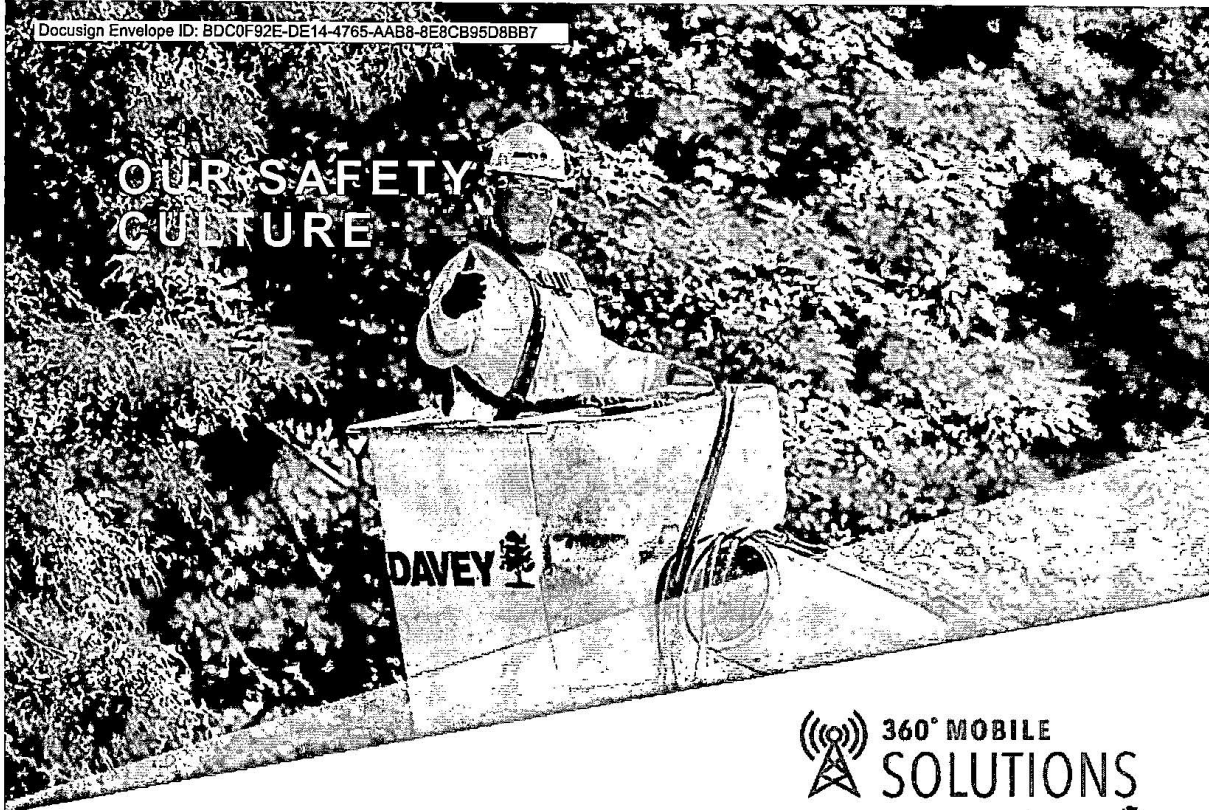
THE DAVEY ELECTRONIC CLOSE CALL COMMUNICATOR:

Puts safety in the hands of all our industry professionals.

Allows any team member to share information regarding close calls that occur during our operations throughout the U.S. and Canada.

This process engages the local and regional leadership in a visible safety activity and allows for the rapid sharing of information and learning opportunities with the entire organization.

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THINK SAFE



Safety is more than just a number. But if we strive for one, it's zero. Programs like **The Road to Zero** focus on team goal setting and encouraging our industry professionals to proactively identify and correct unsafe behaviors and conditions towards achieving annual injury-free workplace goals.

Our **Safety Honor Road** recognizes Davey professionals who have been free of a recordable incident for at least one year. Since 2005, this initiative—and *Davey's safety-focused culture*—has led to a **14 percent increase** in the number of team members on the Safety Honor Road.

WORK SAFE

Technology plays an important role in workplace safety, from out in the field to inside our vehicles. To deliver you the safest, most efficient services, Davey utilizes advanced hardware and software.

Davey's 360° Mobile Solutions, a GPS-based work management program, puts safety in the hands of our field management. The cloud-based program allows team members to use tablets for pre-job briefings and hazard identification, real-time re-briefs, vehicle inspections, compliance documentation, and safety communication.

Google tools are leveraged for a variety of safety initiatives, including employee check-in and check-out, hazardous condition reporting and storage of valuable reports and documents. Accessible from any web-enabled device, our Google platform provides instantaneous updates, direct connections and secure data storage and sharing.





TALK SAFE

There is no substitute for on-site training. We invest in boots on the ground through regional safety specialists. These safety team members embed themselves in field operations, providing safety support and additional education to management supervision and field-based industry professionals.

SAFETY TAILGATES:

Safety and skills information distributed weekly and discussed with field personnel.

LATENT ORGANIZATIONAL WEAKNESSES:

Identification of deficiencies in management control processes (policies, training, resources) or values (shared beliefs, assumptions, attitudes) that create workplace conditions that provoke errors or degrade defenses.

CALLING ALL STOP:

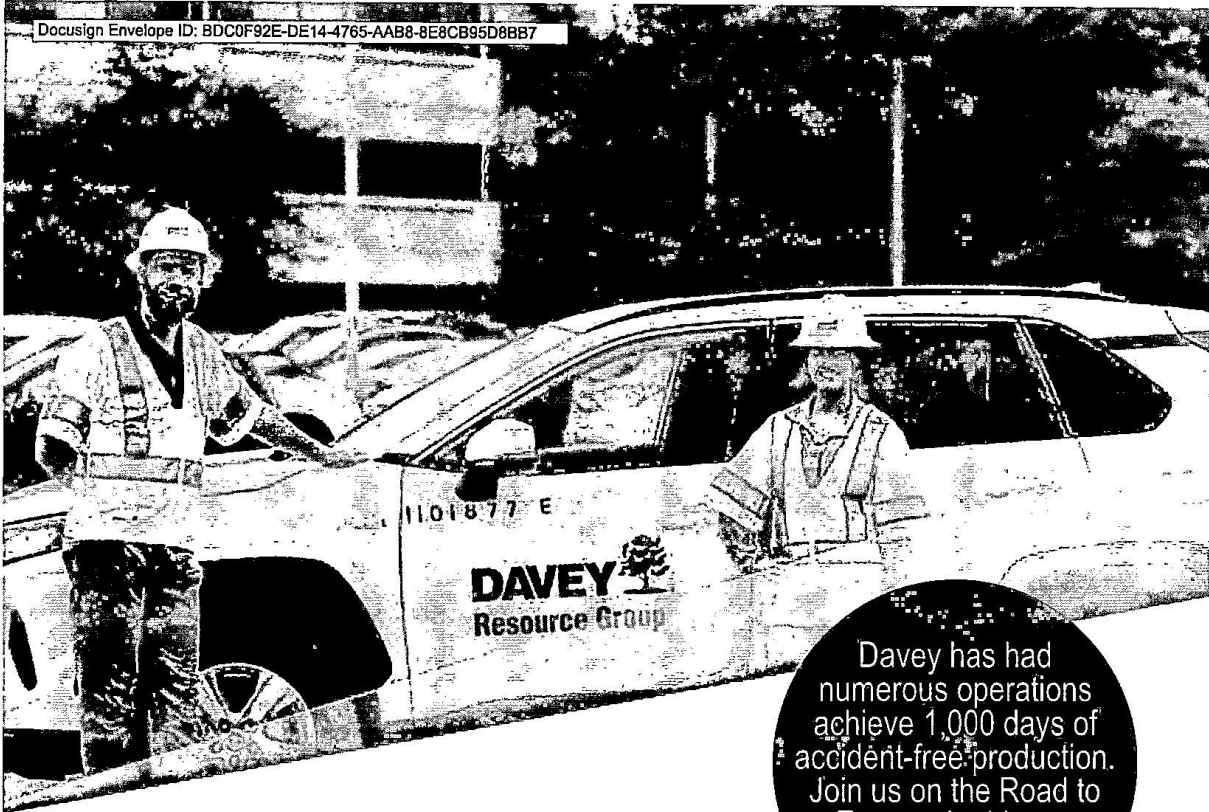
Every person has the responsibility and the authority to stop work when confronted with confusion or uncertainty.

CREW OBSERVATION:

In-the-field observation by production supervisors and managers to review quality and effectiveness of work preparation, work practices, safe behaviors and work performance. Our best time for effective feedback and follow up.

ERROR PRECURSOR AWARENESS:

Active identification of conditions that interfere with successful performance and increase the probability of error.



Davey has had numerous operations achieve 1,000 days of accident-free production. Join us on the Road to Zero and add your operation to the list!

SAFETY IN NUMBERS

Every Davey industry professional is tasked with upholding safety policies and procedures. To help pave the way along the Road to Zero, Davey's business units report safety performance monthly to leadership to measure progress toward safety benchmarks and goals.

Davey strives to be consistently lower than relevant industry injury data as collected by the Bureau of Labor Statistics (BLS). We provide detailed safety performance data to clients upon request.



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STATEMENT OF SAFETY POLICY

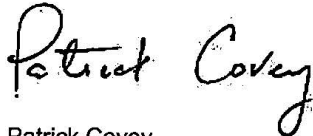
Safety is a core value of The Davey Tree Expert Company and is deeply rooted within our culture. Our dedication to safety emphasizes the fundamental respect we have for our employees, clients, the public and the environment.

All of Davey Management is responsible for providing an environment where our work can be carried out safely. Rigorous adherence to the Company Safety Policies is critical to assure that employees understand, implement and enforce Company safe work practices in accordance with federal United States OSHA or Canadian OSH standards.

As a Company, we will provide for the safest possible conditions through advanced training, education and compliance monitoring. Every Davey employee must be a participating member of the safety team, and is responsible to improve safety conditions by reporting hazards, enforcing safety policies and supporting employee engagement.

A commitment to our statement of safety policy is part of every employee's condition of employment with Davey and is also a moral obligation we share with our Davey teammates to assure that we return home safely.

Sincerely,



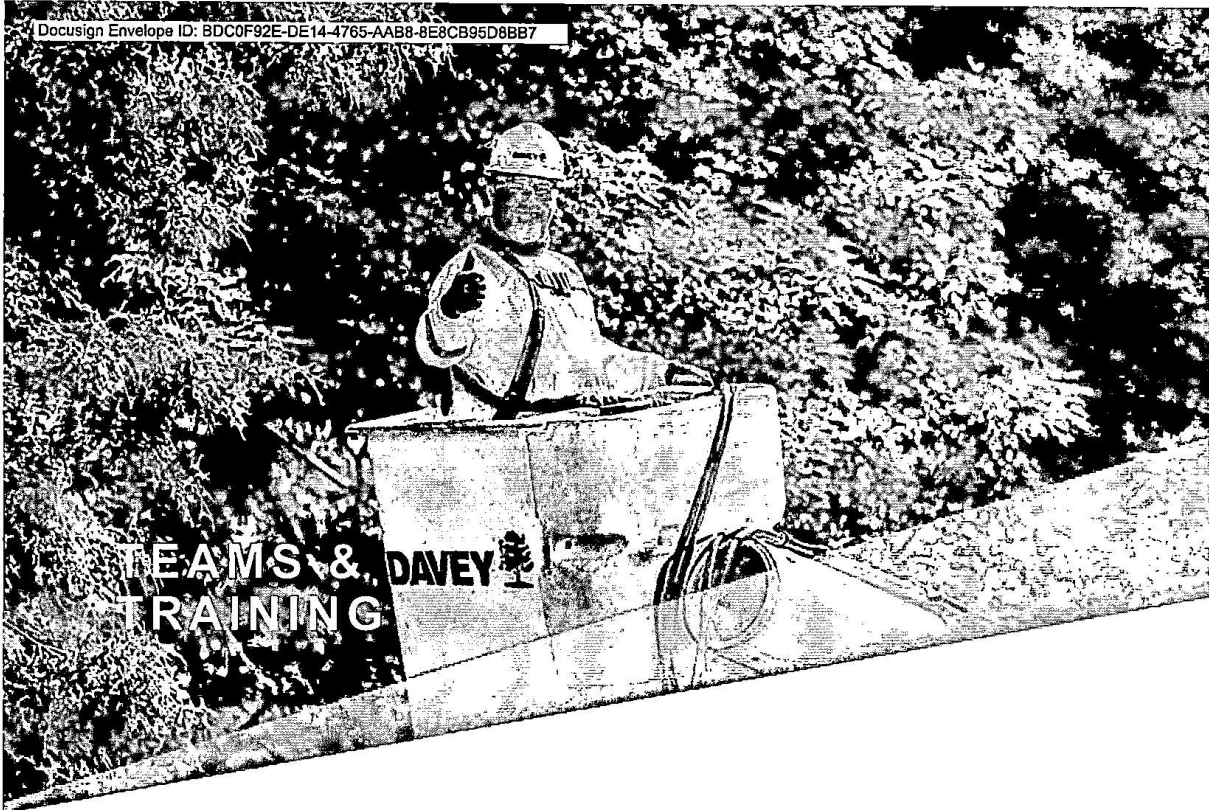
Patrick Covey

President & CEO



WOLF TREE

A DAVEY TREE COMPANY



We view training as fundamental to a safe, efficient, and productive workforce. Further, it is our intent to comply with all applicable OSHA regulations, in particular 1910.269 Electric Generation, Transmission and Distribution, paragraph (a) (2) Training Requirements, and the current ANSI Z133 safety standard.

In order to attain these goals, we have developed the Davey Career Development Program (CDP) for utility line clearance arborist training, as well as all of our service lines. It is mandatory for all of our green industry team members.

This program was designed to certify and document that each of our industry professionals has learned and demonstrated their proficiency in the safe work procedures required of a qualified utility line clearance arborist. Further, the CDP and the associated monthly

safety training reports are a basis for our evidencing Davey safety and skills training to existing and prospective clients.

Upon completion of the Career Development Program, a certification card is issued to the team member. Our managers, supervisors, and foremen are responsible for the local implementation and oversight of the Career Development Program, with the assistance of our team of regional safety professionals. The progression of training within an operation is monitored via monthly compliance reports distributed to all management.

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TEAMS & TRAINING CONTINUED:

ARBORIST SKILL MODULES ON CLIMBING, RIGGING, CHAIN SAW SAFETY AND PRECISION TREE FELLING

Completed by an arborist to become a coach-mentor. Candidates must be mature, responsible, and possess the people skills needed to be a mentor and have demonstrated proficiency. This program, held multiple times a year, is a hands-on program that dives into advanced technical training. Our industry professionals are instructed on proper precision felling techniques, climbing techniques, knots, ropes, rigging techniques, chainsaw use, tree removal, pruning, and safe practices.

HUMAN PERFORMANCE IMPROVEMENT SEMINAR

This is an interactive workshop on the concepts of human performance excellence and leadership skills. The seminar, held annually, lasts one and a half days plus one day of training for the coach-mentor candidates. Class sizes range from 25-30 attendees. Topics include introduction to performance excellence, human error and how errors contribute to incidents and close calls, active and latent errors, latent organizational weaknesses, understanding behaviors, results and performance, identifying error precursors and error likely situations, developing tools and skills to reduce errors and exposure to injury, incident investigation, and leadership skills.



UTILITY MANAGEMENT DEVELOPMENT PROGRAM

This three-day program offered several times a year further develops potential management through the use of certain practices such as productivity workshops, authority and influence, motivating, communication, coaching, delegation, training techniques, decision making and problem solving, synergy, goal setting, and another refresher in the legal, corporate, and HR side of Davey utility services.

UTILITY SUPERVISORS SKILLS SEMINAR (USSS)

This program is a welcoming development course for team members who want exposure to supervising skills. The three-day course goes into detail about the utility industry, contracts, crew visits, billing, legality, personnel, communication, interviewing, hiring, training and development, corporate communications, equipment, and safety.

MANAGERS' SAFETY LEADERSHIP SEMINAR

This 20-hour leadership development course is held regionally several times a year. Class sizes range from 25-30 participants and bring together the interactive learning synergy of new managers, potential new managers, and seasoned managers. This course engages the group in important topics such as the Davey Road to Zero program, their role in the Davey safety program, intro to Davey personal excellence, employee development and communications, crew observations for peak performance, Davey alcohol and drug policies, motor carrier safety, risk management systems, close call communication, investigation and analysis of incidents, claims management, and early return to work programs.



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TEAMS & TRAINING CONTINUED:

DAVEY INSTITUTE OF TREE SCIENCES (DITS)

This is a comprehensive four-week educational program held once a year that is divided into three major sections: Practical Tree Care—48 hours; Technical Sciences—88 hours; Management Skills—40 hours. Our industry professionals must complete all three sections within three years and have a grade of 70 plus in each section to receive a DITS certificate.

DAVEY INSTITUTE OF UTILITY SCIENCES (DIUS)

This program trains staff in utility operations through a system of live classes and work-based, online CEU's activities. The program reviews work planning skills—including understanding biotic, abiotic, and human elements, and safe equipment use—to align with regulatory requirements and drive safe and efficient work protocols. Classes also focus on multiple-level considerations, including importance of roles within crews and communication across ranks towards the goal of safe and excellent performance in both daily routine operations and critical services such as emergency tree work.

SUBSTATION ENTRY TRAINING

Substation entry training provides critical guidelines for Davey personnel to safely enter, conduct work, and exit a substation or switchyard. To obtain this training, employees must also be a Davey Tree Qualified Line Clearance Arborist or possess the equivalent electrical knowledge of a Qualified Line Clearance Arborist.

APPLICATORS LICENSE

Pesticide applicator licenses are obtained in the state the Davey professional is working in, although the licensing may have reciprocity to other

states. This gives the employee the ability to apply pesticides/herbicides under the operators license, such as tree growth regulators. Even if the Davey employee is not tasked with herbicide application, obtaining a license helps them to have a better understanding of herbicide safe handling, application methods, and effectiveness. To maintain a license, Davey employees must take continuing education courses or submit for reexamination within a given timeframe depending on the state requirements.

FIRST AID AND CPR

Completed within 90 days of employment. Davey industry professionals complete a thorough in-house, instructor-led course on emergency response, First Aid, CPR education, skill development and testing. The team members are trained within their operating groups, and we follow the course content principles of the Red Cross. These skills allow our industry professionals to assess needs and make decisions regarding providing care.

DEFENSIVE DRIVING

Completed by all qualified drivers. A four-hour course led by a Davey in-house instructor who educates Davey industry professionals on proper driving techniques and challenges participants to focus on their behind-the-wheel behavior and demeanor so they will choose to drive safely, responsibly and lawfully.

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KEY CERTIFICATIONS

While safe work practices are a responsibility shared by all employees, Davey staffs a safety department made up of Certified Treecare Safety Professionals and other experts that provide employees with the latest safety techniques, technologies and support. This group works closely with local, state and federal agencies to ensure that all regulatory requirements are met.

CERTIFIED TREECARE SAFETY PROFESSIONAL (CTSP)



Certified Treecare Safety Professional

Davey has CTSP certified professionals who help further our safety culture by acting as a safety "coach" on our accounts. The program is consistent with Davey safety training and we actively pursue CTSP certifications for team member to allow them to develop in the CTSP cited core areas of:

- » Leadership
- » Hazard control and prevention
- » Incident control and prevention
- » Adult learning

ISA CREDENTIALS

We encourage our professionals to pursue International Society of Arboriculture credentials. This provides peace-of-mind for our clients, and assurance that our professionals are knowledgeable in all aspects of arboriculture.

Davey professionals who credentialed as Certified Arborist Utility Specialists also have a minimum of 2,000 hours of experience over two years in electric utility vegetation management or have served as a consultant to a utility, with a minimum of 4,000 hours over a maximum 10-year period.

ISA Certified Arborist Municipal Specialist® credential holders are current ISA Certified Arborists® who have chosen municipal arboriculture or urban forestry as a career path. For this credential, you must also have the a minimum of three additional years of work experience managing the establishment and maintenance of urban trees

Tree Risk Assessment Qualification, an additional certification offered through ISA, strengthens our Davey professionals' understanding of assessing tree risk through a standardized approach. This qualification may be offered by Davey as additional external training based on work scope and availability after manager review.



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EQUIPMENT RESOURCES



Wolf Tree has a fleet in excess of 6,000 units throughout the country. Listed below is a brief description of those units in Davey's fleet which are currently in use and would meet the requirements to fulfill contract needs:

LINE DUMP

3 man chip dump truck, available in 2 or 4 wheel drive. Dump capacity 12 - 14 cubic yards.

CREW CAB

6 man chip dump truck, available in 2 or 4 wheel drive. Dump capacity of 12 - 14 cubic yards.

SPRAY TRUCK

4x4 flat bed spray truck with front mounted winch and tool/material storage boxes mounted. 300-gallon sprayer with 25 gpm pump and single or dual hose reel setup.

DRUM CHIPPER

12" rotary drum chipper powered by a gas or diesel engine. Capable of chipping up to 6" material.

DISC CHIPPER

Disc style chipper with hydraulic feed. Chipper powered by a gas or diesel engine. Capable of chipping up to 12" material.

30' AERIAL

Measures 30' - 35' to bottom of bucket (minimum) with a working height of 35'- 40' (minimum) in non-overcenter configuration. One man trouble/service truck with utility body.

50' AERIAL

Measures 50' to bottom of bucket (minimum) with a working height of 55' (minimum) in overcenter and non-overcenter configurations. Available in 2 or 4 wheel drive. Dump capacity of 12 - 14 cubic yards.

55' AERIAL

Measures 55' to bottom of bucket with a working height of 60' in overcenter configuration. Available in 2 or 4 wheel drive. Dump capacity of 12 - 14 cubic yards.

65' AERIAL

Measures 65' to bottom of bucket with a working height of 70' in non-overcenter configuration. Flat bed with four outriggers.

70' AERIAL ELEVATOR

Measures 70' to bottom of bucket with a working height of 75' in overcenter configuration.

TRACTOR/BRUSH HOG

70 hp tractor (2 or 4 wheel drive) with a front mounted winch and a 6' heavy duty mower.

SIDEARM MOWER TRACTOR

70 hp tractor (2 or 4 wheel drive) with a front mounted winch, 23' side arm with a 5' rotary mower.

MECHANICAL TRIMMERS

Jarraff style, 70 - 75' height.

STUMP REMOVER

Pull behind stump remover in the 30 - 40 horse power class.



LABOR & EQUIPMENT BID SHEET-FY2026		
LABOR	HOURLY RATE	OVERTIME HOURLY RATE
SUPERVISOR OF CREWS (AS APPLICABLE, I.e., "STORM WORK")	no bid	no bid
GENERAL FOREMAN	\$41.13	\$67.58
FOREMAN A	\$38.85	\$54.38
FOREMAN B	\$37.32	\$52.25
TREE TRIMMER A	\$34.27	\$47.98
TREE TRIMMER B	\$32.75	\$45.85
TREE TRIMMER C	\$31.23	\$43.72
GROUNDSMEN	\$28.94	\$40.52
EQUIPMENT ITEM	HOURLY RATE	
50 FT AERIAL LIFT UNIT	n/a	
55 FT AERIAL LIFT UNIT	\$25.11	
70+ FT AERIAL LIFT	\$31.59	
CHIP TRUCK W/ 15-18YD ³ COVERED DUMP BODY	\$15.57	
CHIP TRUCK W/ 8-10YD ³ COVERED DUMP BODY	n/a	
15" DISC CHIPPER	\$12.00	
18" DISC CHIPPER	n/a	
BACKYARD AERIAL LIFT	\$25.22	
TOOLS: INCLUDES ALL SAWS AND HAND TOOLS	n/a	
TRACTOR WITH SIDE-ARM BUSH-HOG	\$34.59	
FORESTRY MULCHER	\$51.00	
2WD PICKUP	n/a	
4WD PICKUP	\$12.25	
All time-and-materials (T&M) tree work shall be billed at the agreed-upon straight-time hourly rates and shall not be subject to overtime charges, except in cases of after-hours call-ins.		

2:13pm
2-26-26
Hardy



February 26, 2026

Ashley Hardyn
Purchasing Manager
Alcoa Public Works & Engineering
223 Associates Blvd
Alcoa, TN 37701

Re: RFB 25111 "Furnishing Labor and Equipment for As Needed Power Line Right of Way and Easement Clearance and Tree Trimming"

Dear Ms. Hardyn,

Thank you for the opportunity to provide a proposal for the As Needed Power Line Right of Way Easement Clearance and Tree Trimming bid with the City of Alcoa. We have reviewed the specifications and have no exceptions. Attached you will find the completed RFB documents, hourly rates for labor and equipment, and off system storm rates.

Xylem is excited about the prospect of working with the Alcoa team. Our current operations border Alcoa's service area, including Knoxville Utility Board, Sevier County Electric System and Appalachian Electric Cooperative. Our proposed pricing contemplates the short-term nature of this project and the necessary mobilization of outside crews. Xylem is prepared to provide improved pricing if the timeline can be extended or additional work to maintain crews for a full year can be added to this contract.

If you have any questions regarding our response, please do not hesitate to contact me at 757-807-9998 or Joe Clarkson at 757-406-5568.

Sincerely,

Ryan Haynes
Director, Bid & Proposal
757-807-9998
rhaynes@xylemtree.com
Contracts@xylemtree.com

208 E. Plume Street, Suite 250
Norfolk, VA 23510

757 627-8873 Office
757 392-0095 Fax



City of Alcoa

As needed Power Line Right of Way Easement Clearance and Tree Trimming

Description, Experience, Staff

Xylem I LLC, doing business as Xylem Tree Experts, is a closely held Virginia based corporation performing Line Clearance Tree Trimming and Vegetation Management throughout the southeast United States. Xylem Tree Expert's roots date back to its original founding in 1974 and the company transitioned to the second generation of ownership in 2009. Xylem has over 2500 employees and an extensive network of contracts, customers and vendors across the country. Additionally, the company has provided emergency (storm) restoration response in various states across its footprint.

Xylem is fully qualified to provide vegetation management services for the City of Alcoa as evidenced by being the third company in the country and first in Virginia and North Carolina to achieve the Accredited Utility Contractor Certification through the Tree Care Industry Association (TCIA). Specific support to Alcoa will be provided by our area Regional Manager Doug Newton. Doug has years of management experience in the tree industry and intimate knowledge of the area around Alcoa. Xylem also maintains a Safety Specialist who provides dedicated safety oversight and support to our TN projects. Additionally, Xylem's corporate offices in Virginia house 200 professional staff who provide full-time support to our field projects including Operations Support, Fleet Maintenance and Warehouse, HR, Payroll and Benefits, Contract Management and Business Intelligence.

Rosters and Training

All Xylem field level employees are trained to industry standards appropriate to the level of the position or positions they fill. This training includes indoctrination into Xylem's safety program and familiarization with the safety manual and Xylem's safety standards. Training records are maintained electronically, and refresher training is conducted as needed.

Equipment and Maintenance

With over 2,000 pieces of rolling stock, Xylem has the equipment and capital to rapidly stand up this project.

Xylem performs major maintenance and repairs at our state-of-the-art fleet management facility located in Wakefield, VA just off the Interstate 95 corridor. The entire fleet is work order driven through our mobile platform. Our system allows employees in the field to create and communicate directly with the Fleet Manager. Employees can create a work order from their tablet identifying issues in real time. The fleet office can move and transfer major repairs to the shop utilizing our own transport vehicles. Other repairs and maintenance are completed in the field at job location by our mobile technicians.

Replacement equipment is available on an as needed basis to ensure reliable operations.

208 E. Plume Street, Suite 250
Norfolk, VA 23510

757 627-8873 Office
757 392-0095 Fax



Management of Crews and Assets

The core of Xylem's performance and production monitoring process is our Asset Management System (AMS), our field Managers, the Operations Center, and the Contract Management staff. Xylem's AMS was developed as our proprietary mobile-based workflow management system. This system provides Xylem with a mobile platform allowing General Foreman and crew leaders to access in real time the pertinent information they need to perform daily tasks. This includes but is not limited to pre-job site hazard analysis, daily time keeping, daily production/billing/unit information, circuit maps, current fleet status (meters for service intervals), current employee training status (meters for training intervals), equipment assignments, and much more. All forms and tasks tracked in AMS are communicated to our Operations center to provide daily real time feedback. Weekly production is compiled in our billing department and shared with Contract Management to ensure production goals are being met. AMS also allows the Managers and Foremen to communicate any impediments to production that need to be resolved at the corporate level. Daily monitoring of project workflow by the Operations Project Manager assigned to the project through AMS provides the oversight needed to ensure success.

The Asset Management System (AMS) described in the paragraph above also tracks all equipment and scheduled (preventative) and unscheduled maintenance. AMS provides the General Foreman, Crew Leaders and the Fleet Manager with a mobile platform allowing, in real time, the pertinent information they need to maintain equipment and purchase consumables. This includes current fleet status (meters for service intervals), equipment assignments, supply order status, and much more.

Insurance

Xylem carries all applicable Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability and Property Damage coverage insurance as specified. A copy of our insurance certificate will be provided to Alcoa upon contract award.

Safety

Xylem maintains a robust safety program and an outstanding safety record. Our safety motto of "Surrounded by Safety" underpins everything we do. Our VP of Safety has over 35 years' experience in the utility and related industries and our mobile asset management system provides for real time safety information to be shared to and from our field employees, field safety representatives and our corporate safety department. Our multi-section and comprehensive company safety manual is available electronically on request.

Xylem's EMR for the past three years is as follows:

2024-2025 – 0.73

2023-2024 – 0.75

2022-2023 – 0.83

208 E. Plume Street, Suite 250
Norfolk, VA 23510

757 627-8873 Office
757 392-0095 Fax



**STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION**

SUBJECT CONTRACT NUMBER(S):	As Needed Power Line ROW
CONTRACTOR LEGAL ENTITY NAME:	Xylem I, LLC.
EDISON SUPPLIER IDENTIFICATION NUMBER:	0000273160

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-108.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-108 of the Iran Divestment Act.

Nicole Carver

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

Nicole Carver, Bid and Proposal Analyst

PRINTED NAME AND TITLE OF SIGNATORY

02/24/26

DATE



**STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

<i>Nicole Carver</i>	02/24/2026
Signature of Authorized Representative	Date
Nicole Carver, Bid and Proposal Analyst	contracts@xylemtree.com
Printed Name	Phone Number / Email Address

an additional performance bond in such amount as may be deemed necessary by COA to provide for adequate security for the continuance of this Agreement, or as needed to satisfy the bonding requirements mandated by law.

- 14.3 This surety bond shall remain in effect at all times during the performance of this Contract and shall continue in effect for a period of twelve (12) months following expiration or termination.

Section 15.0 Contractor's License Certification

- 15.1 The Contractor shall furnish a current and valid State of Tennessee Contractor's License as required by Tennessee Code Annotated, Section 62-6-101 ET SEQ.
- 15.2 These Specifications and the related bid documents shall be subject to the requirements of Title 62, Chapter 6 (entitled "General Contractor") of the Tennessee Code Annotated, as applicable, which chapter is incorporated herein by reference.

Section 16.0 Bidder's Statement

- 16.1 The Bidder shall hereby acknowledge the Work that he or she has done is of a nature similar in type and size to that contemplated in this bid, the Bidder agrees to comply with all stipulations, conditions, and requirements described herein, and further agrees not to challenge or dispute or make any claim against COA pertaining to any and all decisions made by COA with regard to the awarding of this Contract.
- 16.2 The full names and addresses of all persons and parties interested in the foregoing bid as principals are as follows:

<u>Names</u>	<u>Addresses</u>
Nicole Carver	208 E. Plume St. Suite 250, Norfolk, VA 23510
Ryan Haynes	208 E. Plume St. Suite 250, Norfolk, VA 23510
Randolph Hoover	208 E. Plume St. Suite 250, Norfolk, VA 23510
Doug Newton	208 E. Plume St. Suite 250, Norfolk, VA 23510
Blake Tedford	208 E. Plume St. Suite 250, Norfolk, VA 23510

Name of Bidder: Xylem I, LLC.

Authorized Signature: *Nicole Carver*

Business Address of Bidder: 208 E. Plume St. Suite 250, Norfolk, VA 23510

Business Telephone Number:

757-627-8873

Date at 2026 on the 24th day of February

CONTRACT

**Power Line Right of Way Clearance
and
Tree Trimming**

This CONTRACT, made and entered into this 24th day of February, 2026, by and between Xylem I, LLC. (hereinafter called the "Contractor"), and City of Alcoa Electric Department, an agency of the City of Alcoa, Tennessee, a municipal corporation (hereinafter called "COA"), which agency is authorized to contract in its own name.

WITNESSETH:

The Contractor and COA, for and in consideration of their respective agreements contained herein, hereby mutually agree as follows:

1.0 Contract Documents

The Contractor, at its own expense, shall do all Work and furnish all materials, equipment, tools and labor to complete in a good and workmanlike manner the following:

Electric Power Line Right of Way and Easement Clearance and Vegetation Management, per COA's **Specifications Revised April 2025** (hereinafter referred to as "Specifications"), this Contract and associated contract documents, and bid sheets for such clearance and management (hereinafter sometimes called the "Contract Work" or "Work"). The Contract Documents represent the entire agreement between the parties and supersede all prior representations, negotiations, and agreements, whether written or oral.

2.0 Work of the Contract

The Contractor shall execute the entire Work described below, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

This Work shall include the following:

~~(SPECIFIC VEGETATION WORK TO BE FILLED IN BY COA FOR EACH CONTRACT AWARDED)~~

3.0 Date of Commencement

The date of commencement shall be the date of execution of this Contract as first listed above.

then, in any of such events, COA may immediately take one or more of the following actions: (i) cancel the Contract; (ii) require the Contractor to discontinue the work immediately; (iii) sue the Contractor for damages suffered by COA, including consequential damages; and/or (iv) seek and obtain whatever equitable relief by way of injunction or specific performance that may be available. Seeking any one or more of the above remedies will not be a waiver of any other remedy available to COA. The Contractor shall pay the cost and expense of COA's enforcement of its rights hereunder, including but not limited to reasonable attorney's fees.

- 6.04 The Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of COA.
- 6.05 The Contractor shall indemnify and hold harmless the City of Alcoa, COA and its directors, officers, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses and expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of the work, provided that any such claim, demand, cause of action, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 6.06 The Contractor is responsible for any and all tax liabilities which may be imposed under the State of Tennessee, Department of Revenue Sales and Use Tax Laws and/or applicable Federal statutes, laws, etc.
- 6.07 The Contract shall be binding upon and shall inure to the benefit of COA and the Contractor and each of their respective heirs, successors and assigns. The Contractor may not assign the Contract or subcontract any part of the work. No amendment, modification or interpretation of this Contract by COA shall be effective unless the same is in writing and executed by both parties in the same manner as this Agreement.
- 6.08 Any notices required to be provided under this Contract shall be in writing and shall be deemed properly given (a) when delivered in person or (b) when forwarded by a nationally recognized overnight courier service or certified mail, return receipt requested, to Electric Director of City of Alcoa Electric Department, 725 Universal Street, Alcoa, Tennessee 37701 on behalf of COA, or if to Contractor:

Xylem I, LLC
Business Development Department
208 E. Plume St. Suite 250.
Norfolk, VA 23510

The designation of the person to be so notified or the address of such person may be changed at any time and from time to time by either party by similar notice.

6.09 This Contract constitutes the final, complete, and entire understanding and obligations of the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the parties with respect to the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, as of the day and year first above written, each party hereto retaining an executed copy hereof.

ATTEST:

Ryan Haynes Ryan Haynes

Director

(TITLE)

CONTRACTOR:

By Nicole Carver Nicole Carver

Bid and Proposal Analyst

(TITLE)

ATTEST:

(TITLE)

CITY OF ALCOA

By _____

(TITLE)

Appendix "B"

PERFORMANCE EVALUATION

Power Line Right of Way Clearance
and
Tree Trimming Crews

Company Name: _____ Date: _____
 Period Covered: _____ Foreman: _____
 Work Location(s): _____
 Area: Urban _____ Rural _____
 Traffic Conditions: Low _____ Medium _____ High _____
 Tree Density: Low _____ Medium _____ High _____
 Was Stump Spray Used? Yes _____ No _____

Scored Evaluation

	Possible Points	Score
A. Clearance Obtained		
Consistently obtains contract clearance	10	_____
Attempts to remove trees rather than only trim	10	_____
Cleans Right of Way to width of original cutting	10	_____
	30	_____
B. Quality of Work		
Trims trees in accordance with contract guidelines	10	_____
Leaves Right of Way with proper appearance	10	_____
Satisfies demands of property owners and public authorities	10	_____
	30	_____
C. Crew Performance		
Crew members in regular attendance on job	5	_____
Equipment functions properly and efficiently	5	_____
Competency and initiative of crew personnel	5	_____
Work performed in a safe and professional manner	5	_____
	20	_____
D. Quantity of Work		
Overall amount of Right of Way clearing and tree trimming worked performed	20	_____
	20	_____

Total Grade: A + B + C + D =
Total Score: _____

Crew Rating System

Excellent/Outstanding	96 - 100
Exceeds Expectations	91 - 95
Satisfied Expectations	85 - 90
Needs Substantial Improvement	71 - 84
Unsatisfactory	70 or below

Crew Foreman: _____
 COAED Evaluator: _____

Always Give a Copy of the Evaluation to Crew Foreman

LABOR & EQUIPMENT BID SHEET-FY2026		
LABOR	HOURLY RATE	OVERTIME HOURLY RATE
SUPERVISOR OF CREWS (AS APPLICABLE, i.e., "STORM WORK")	see attached	
GENERAL FOREMAN	\$ 49.30	\$ 71.49
FOREMAN A	\$ 44.20	\$ 64.09
FOREMAN B	\$ 42.43	\$ 61.53
TREE TRIMMER A	\$ 40.80	\$ 59.16
TREE TRIMMER B	\$ 39.58	\$ 57.39
TREE TRIMMER C	\$ 38.39	\$ 55.66
GROUNDSMEN	\$ 32.30	\$ 46.84
EQUIPMENT ITEM	HOURLY RATE	
50 FT AERIAL LIFT UNIT	\$ 21.40	
55 FT AERIAL LIFT UNIT	\$ 22.80	
70+ FT AERIAL LIFT	\$ 28.50	
CHIP TRUCK W/ 15-18YD ³ COVERED DUMP BODY	\$ 15.66	
CHIP TRUCK W/ 8-10YD ³ COVERED DUMP BODY	\$ 14.82	
15" DISC CHIPPER	\$ 8.15	
18" DISC CHIPPER	\$ 12.16	
BACKYARD AERIAL LIFT	\$ 45.22	
TOOLS: INCLUDES ALL SAWS AND HAND TOOLS	\$ 1.00	
TRACTOR WITH SIDE-ARM BUSH-HOG	\$ 44.98	
FORESTRY MULCHER	\$ 58.38	
2WD PICKUP	\$ 10.87	
4WD PICKUP	\$ 12.67	
All time-and-materials (T&M) tree work shall be billed at the agreed-upon straight-time hourly rates and shall not be subject to overtime charges, except in cases of after-hours call-ins.		

2:11 pm
2-26-26
J Hardyn

**Compatibility Report for AED CONTRACTOR BID SHEET - Vegetation
Labor_Equipment - FY2025.xls
Run on 3/5/2024 14:34**

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

Significant loss of functionality	# of occurrences
This workbook contains data types that are not supported in earlier versions of Excel. In earlier versions, these data types will either show an error, or be replaced with other similar types. Those types may not look or act the same.	1
	<u>New Microsoft Excel Worksheet!A1</u>

Version

Excel 97-2003
Excel 2007
Excel 2010
Excel 2013
Excel 2016
Excel 2019

Xylem 2026 Storm Rates

LABOR CLASSIFICATION	ST Rate	OT Rate
CERTIFIED ARBORIST	\$108.50	\$162.75
UTILITY SPECIALIST	\$108.50	\$162.75
GENERAL FOREMAN	\$75.13	\$112.69
WORKING FOREMAN	\$63.94	\$95.91
ROAD TECH MECHANIC	\$59.31	\$88.96
AERIAL LIFT OPERATOR	\$59.31	\$88.96
CLIMBER	\$60.57	\$90.86
EQUIPMENT OPERATOR LIGHT	\$54.50	\$81.75
EQUIPMENT OPERATOR HEAVY	\$60.48	\$90.72
GROUNDSMAN	\$52.05	\$78.07
EQUIPMENT AND VEHICLES		
AERIAL LIFT - 55' CHIP	\$50.83	
AERIAL LIFT - 65' CHIP	\$50.83	
AERIAL LIFT - 75' CHIP	\$53.85	
AERIAL LIFT - 65' CHIP 4x4	\$59.20	
AERIAL LIFT - 65' REAR MT	\$61.97	
AERIAL LIFT - 75' REAR MT	\$65.39	
SERVICE TRUCK	\$35.75	
SPLIT DUMP	\$31.87	
4WD PICKUP TRUCK	\$19.95	
DUMP TRUCK SINGLE AXLE	\$29.49	
CHIPPER - 12"	\$10.76	
RUBBER TRACKED EXCAVATOR W THUMB	\$287.53	
SELF LOADING TANDEM AXLE GRAPPLE TRUCK	\$218.90	
SAW	\$2.89	

Business:

10. Declare as surplus and authorize the disposal of one vehicle from the Electric Department.

The City Commission is requested to declare as surplus and authorize the disposal of one vehicle from the Electric Department: 2014 Ram Bucket Truck. A description of the item is below.

2014 Ram AT37 Bucket Truck:

VIN# 3C7WRNAL7EG171176

Mileage: 124,782

Reason: End of life, obsolete, no longer needed.

Upon City Commission approval, this vehicle will be auctioned off on Govdeals.com



REQUISITION FOR THE DISPOSAL / SALE OF SURPLUS PROPERTY

UPON COMPLETION SUBMIT TO PURCHASING AGENT

Department: Electric Date: 2/27/26
 Dept. Contact: Phillip McCammon Phone: (865) 201-0072
Greg Best Phone: (865) 254-5169
 Item: 2014 RAM Bucket Trk. Quantity: 1

Detailed Description:
 Make: RAM Model: 2014 Bucket Trk. VIN/Serial #: 3C7WRNAL7EG171176

Starts: Yes No Needs a Jump Transmission: Manual Automatic

	Working	
Power Steering:	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No
Power Seats:	Yes <input checked="" type="radio"/> No	Yes <input checked="" type="radio"/> No
Power Locks:	Yes <input checked="" type="radio"/> No	Yes <input checked="" type="radio"/> No
Power Windows:	Yes <input checked="" type="radio"/> No	Yes <input checked="" type="radio"/> No
Cruise Control:	Yes <input checked="" type="radio"/> No	Yes <input checked="" type="radio"/> No

	Working:	
AC:	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No
Radio:	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No
4x4:	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No
Wipers:	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No

Additional Comments:
MILEAGE: 124,782

Recommended Method of Disposal: Auction Donation Destroy

Department Head Signature: [Signature] Budget Code: 415,00,00000,14300,14300,0000

For Purchasing Use Only

Commission Approved: Yes No Date: _____

Disposal Method: Auction # _____ Funds Received: _____
 Donation _____ To Whom: _____
 Destroyed _____ By Whom: _____

Purchasing Agent Signature _____

Business:

11. Consideration and approval to move forward with the Purchase Agreement with Aurora Properties, LLC, for the Proposed New Fire Station 3 Property (Parcel No. 017 021.01) on Hawks Landing Drive.

The Fire Department is requesting consideration and approval to move forward with the Purchase Agreement with Aurora Properties, LLC, for the Proposed New Fire Station 3 Property (Parcel No. 017 021.01) on Hawks Landing Drive.

The Fire Department is requesting consideration and approval to move forward with a tentative purchase agreement for approximately 1.9 acres to be subdivided from Parcel No. 017 021.01 for the future location of a new Fire Station 3. The Fire Department has outgrown the current Station 3 facility, and this property has been identified as a suitable site to support long-term operational needs, apparatus, staffing, response coverage and future growth. The property is currently owned by Aurora Properties LLC. The proposed agreement would include a purchase price of \$250,000 payable at closing, along with \$150,000 paid each year over a three-year period as compensation for the City's use of the existing stormwater retention pond located on the seller's adjacent property. The agreement would include a 60-day due diligence period to allow the City to complete necessary evaluations prior to closing, including subdivision approval and plat recording, boundary and topographic surveys, title review, environmental review (if required), geotechnical investigation, utility availability confirmation, stormwater and drainage analysis, site access and traffic considerations, and zoning and planning compliance verification. Upon satisfactory completion of the due diligence items, the City would proceed to closing in accordance with the approved terms. The attached site concept is preliminary and subject to final configuration during the due diligence process.

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE (“Contract”) is made and entered into as of the ___ day of _____, 2026, (“Effective Date”) by and between Aurora Properties LLC, a New Jersey limited liability company, who is located at 456 Sylvan Avenue, Suite 201, Englewood Cliffs, NJ 07632 (“Seller”), and the City of Alcoa, Tennessee (“Purchaser”).

WHEREAS, Seller is the owner of that certain real property designated as Parcel No. 017 021.01 in Blount County, Tennessee (the “Parcel”); and

WHEREAS, Seller intends to subdivide Parcel to create an approximately 1.9-acre tract for the purpose of enabling Purchaser to construct a fire station to be known as Station 3, the final configuration of which shall be determined during due diligence; and

WHEREAS, Seller and Purchaser anticipate that the proposed subdivided tract will require a stormwater easement over the remainder of the Parcel.

WHEREAS, Purchaser desires to acquire the Property (as defined below) and Seller desires to sell the Property to Purchaser pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the real property described below.

THIS SALE SHALL BE MADE UPON THE FOLLOWING TERMS AND CONDITIONS:

1. **Property Description:** The “Property” shall consist of an approximately 1.9-acre tract to be created by subdivision of existing Parcel No. 017 021.01. A conceptual depiction of the proposed subdivision is attached hereto as Exhibit A, for reference only.

2. **Payments:** The total purchase price for the Property shall be Two Hundred Fifty Thousand Dollars (\$250,000.00) (“Purchase Price”), payable by Purchaser to Seller at Closing.

In addition, Purchaser shall pay to Seller Four Hundred Fifty Thousand Dollars (\$450,000.00) for an easement to permit perpetual use of the existing stormwater retention pond located on the remainder of the Parcel. This amount shall be paid in three equal annual installments of One Hundred Fifty Thousand Dollars (\$150,000.00) each, over a three-year period.

3. **Due Diligence Period:** Purchaser shall have a period of sixty (60) days from the Effective Date (“Due Diligence Period”) to conduct all investigations it deems necessary or desirable to evaluate the Property.

Purchaser's due diligence may include, but is not limited to:

1. Subdivision approval and recording of the final plat creating the 1.9-acre tract;
2. Boundary and topographic survey;
3. Title search and review of all easement, restrictions, encumbrances, rights-of-way, and matters of record;
4. Environmental review;
5. Utility availability and capacity verification;
6. Stormwater and drainage evaluation;
7. Traffic and access review;
8. Zoning and planning compliance confirmation;
9. Preliminary design review by City staff; and
10. Geotechnical survey

If Purchaser determines, in its sole discretion, that the Property is unsuitable for Purchaser's intended use, Purchaser may terminate this Contract by written notice to Seller prior to expiration of the Due Diligence Period, in which even the parties shall have no further obligations hereunder.

4. **Conveyance of Property; Title Insurance.** Seller shall convey good and marketable fee simple title to Purchaser by General Warranty Deed, subject only to real estate taxes for the year of closing and any utility or drainage easements that do not impair marketability. Seller shall execute all documents reasonably necessary to complete the conveyance, including the stormwater easement conveyance. Purchaser may obtain title insurance at its own expense.

5. **Closing of Sale.** The Closing of the sale shall occur within a reasonable time frame following the expiration of the Due Diligence Period ("Closing Date"). Time is of the essence. At Closing, Seller shall execute and deliver to Purchaser a General Warranty Deed and all other documents reasonably necessary to convey good and marketable fee simple title to the Property. Purchaser shall pay all closing costs, including deed preparation, recording fees, and any other customary expenses.

6. **Back Taxes.** Any back taxes shall be charged to or paid by Seller. Any special assessments or roll-back taxes that may be a lien against the Property as of the date of the Closing or which are assessed for a period prior to Closing shall be charged to or paid by Seller. The Seller and Purchaser acknowledge that, following Closing, the Property will be owned by a governmental entity and therefore exempt from property taxation under applicable law.

7. **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until the Closing or the delivery of possession to Purchaser, whichever occurs last. In the event of substantial loss or damage to the Property before the Closing or the delivery of possession to Purchaser, Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property other than contents coverage.

8. **Commissions.** Each party represents to the other that no real estate commissions are due on account of this transaction, and each party shall be solely responsible for any and all liability or loss arising out of commissions which may have been incurred by such party.

9. **Notice.** Any notice required under this Contract shall be in writing and delivered by certified mail or via email with confirmation of receipt.

10. **Miscellaneous.** This Contract is the entire agreement between the parties and may be amended only in writing signed by both. It is binding on their successors and assigns, but may not be assigned without written consent. Time is of the essence. If any part is held invalid, the rest remains enforceable. This Contract is governed by Tennessee law, and the parties consent to jurisdiction in Blount County.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Contract in duplicate as of the day, month, and year first written above.

SELLER:

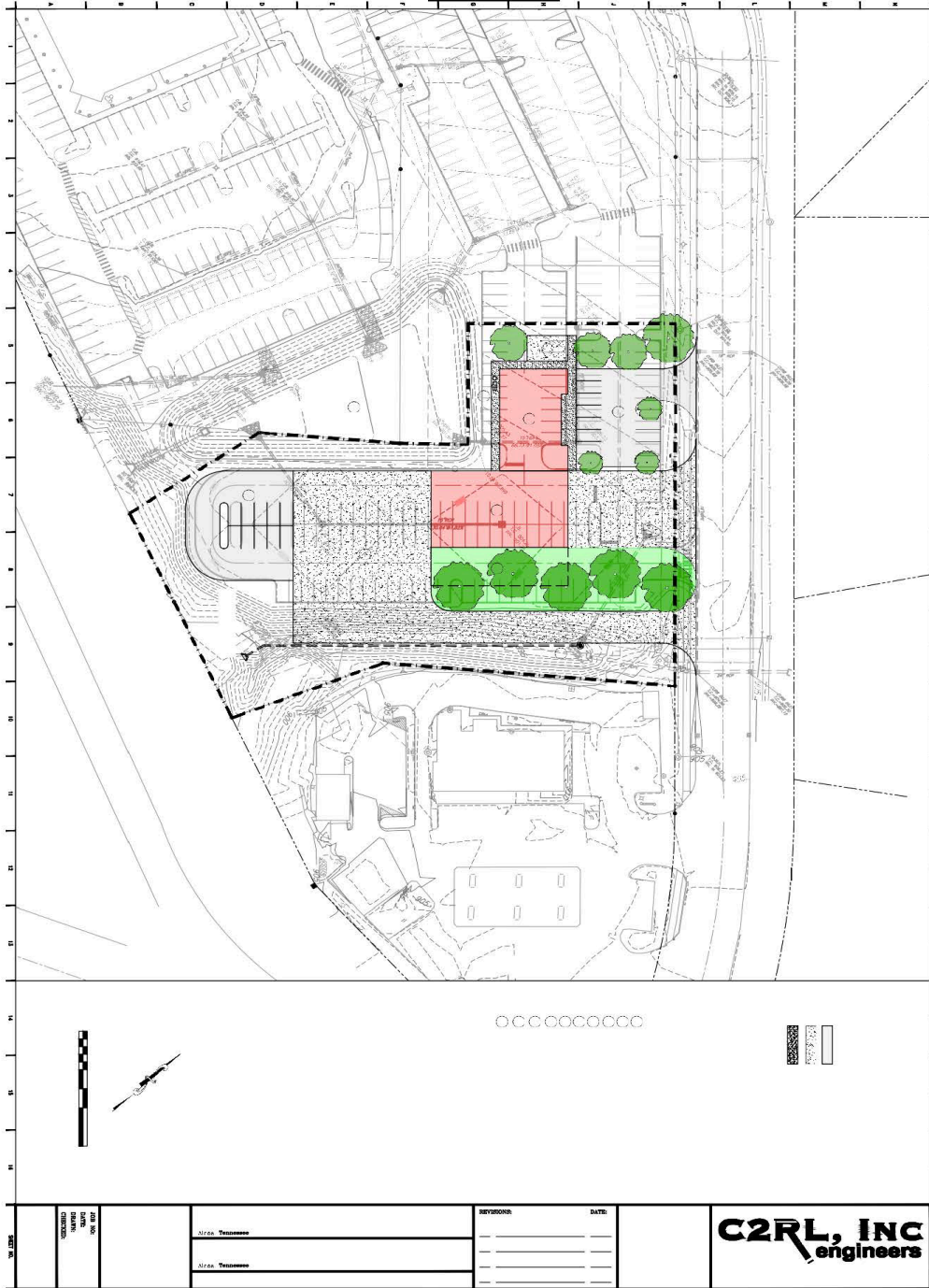
AURORA PROPERTIES, LLC

PURCHASER:

THE CITY OF ALCOA

By: _____

EXHIBIT A



Business:

12. [Acknowledge the previously approved Roadway and Infrastructure Agreement with TN Alcoa Primary LLC and confirm its replacement by the forthcoming Master Development Agreement.](#)

Summary

The Master Development Agreement (MDA) governing the Springbrook Farms development has already been approved by the City Commission and is currently awaiting execution by all parties. Upon execution, the MDA will supersede the previously approved Roadway and Infrastructure Agreement with TN Alcoa Primary LLC, rendering that agreement no longer applicable.

Background

In March 2025, the Alcoa City Commission approved a Roadway and Infrastructure Agreement between the City of Alcoa and TN Alcoa Primary LLC related to the development of the Springbrook Farms site, formerly the Alcoa West Plant property. That agreement allowed the City to initiate engineering and design work for Werner Avenue and associated infrastructure between Tesla Boulevard and Faraday Street to support access to key development parcels.

Since that time, the City of Alcoa, TN Alcoa Primary LLC, Costco, and the Alcoa Industrial Development Board have negotiated a comprehensive Master Development Agreement governing the development of the Springbrook Farms project. The City Commission approved that Master Development Agreement on December 9, 2026, and it is currently awaiting final execution by all participating parties.

The Master Development Agreement establishes the full scope of responsibilities and obligations among the parties and, upon execution, supersedes the previously approved Roadway and Infrastructure Agreement.

Recommendation

This agenda item is presented as a housekeeping measure to ensure clarity in the City's records and to confirm that the earlier Roadway and Infrastructure Agreement will no longer be applicable once the Master Development Agreement is fully executed.

Staff recommends approval.

[Top](#)

SECOND READINGS OF ORDINANCES

13. AN ORDINANCE CREATING A PLAN OF SERVICES FOR PROPERTY IDENTIFIED AS TAX PARCEL 017.00, TAX MAP 018, LOCATED AT 830 KILLION STREET (GEORGE AND CAROLE CHAMBERS PROPERTY) (PC RES 2026-10) (PUBLIC HEARING – 03/10/2026)

Please refer to Public Hearing #1 above. The Commission is requested to pass this ordinance on 2nd and final reading.

ORDINANCE NO. _____

AN ORDINANCE CREATING A PLAN OF SERVICES FOR PROPERTY IDENTIFIED AS TAX PARCEL 017.00, TAX MAP 018, LOCATED AT 830 KILLION STREET (GEORGE AND CAROLE CHAMBERS PROPERTY) (PC RES 2026-10) (PUBLIC HEARING – 03/10/2026)

BE IT ORDAINED, by the City of Alcoa, as follows:

SECTION 1. That the Board of Commissioners for the City of Alcoa, upon recommendation from the Alcoa Municipal Regional Planning Commission in PC Resolution 2026-10, hereby adopts a Plan of Services for a certain property, conditioned upon annexation into the City of Alcoa corporate limits, property identified by the Office of the Blount County Property Assessor as Tax Parcel 017.00, Tax Map 018, located at 830 Killion Street, and more particularly identified in the map attached hereto as Exhibit A (George and Carole Chambers Property).

SECTION 2. That the Plan of Services to be implemented by the City of Alcoa, conditioned upon the annexation of the George and Carole Chambers Property, shall be as follows:

- A. Police
Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.
- B. Fire
Fire protection by the present personnel and the equipment for the Alcoa Fire Department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.
- C. Water
 - (1) Current water services provided to the property for domestic and fire suppression services use will be charged at city consumption rates on the effective date of annexation, supplied from existing city lines where available.
 - (2) Application to the City of Alcoa shall be made for the necessary extension and improvements of water lines and installation of fire hydrants to serve the area. Any improvements to existing or extension of water mains to this property will be the responsibility and cost of the applicant. The City will participate only to the extent that is economically feasible to supplement the cost if the City requires a larger main that exceeds the needed capacity to meet current and proposed service capacity based on the size of the particular development project.
- D. Sewers
 - (1) Current sanitary sewer services provided to the property will be charged at inside city consumption rates on the effective date of annexation, collected at existing city lines where available.

(2) Extension of the necessary sewer lines to serve this parcel will be as per environmental necessity, engineering feasibility, and the financial feasibility as the city dictates. Any extension of sanitary sewer to this property will otherwise be the responsibility and cost of the applicant.

E. Solid Waste Collection

Solid waste collection service in compliance with current city policies provided within the city will be extended to the annexed area within one week after the effective date of annexation.

F. Street Construction and Repair

No public streets are included in this annexation.

G. Schools and Impact on School Attendance Zones

This annexation will not negatively impact school attendance zones.

H. Inspection Services

Any inspection services now provided by the city (building, plumbing, and housing) will begin on the effective date of annexation.

I. Planning and Zoning

The planning and zoning jurisdiction of the city will extend to the area on the effective date of annexation. City planning will thereafter encompass the annexed area.

J. Recreational Facilities and Programs

The Blount County Recreation and Parks Commission manage all recreation programs and park land in the county. Commission standards, practice, and budget will determine expansion of programs to meet the needs of city residents.

K. Street Name Signs and Street Lighting

Street signs and the need for street lighting (when applicable) will be assessed upon the effective date of annexation.

L. Electric Power

Electric power will continue to be provided at present rates, in compliance with the prevailing rules, regulations and policies of the city. Residential electric power is provided at equivalent rates inside or outside the city.

SECTION 3. That a public hearing be held on the 10th day of March 2026, at 7:00 PM.

SECTION 4. That said Ordinance shall take effect forthwith upon its final passage, the public welfare requiring it.

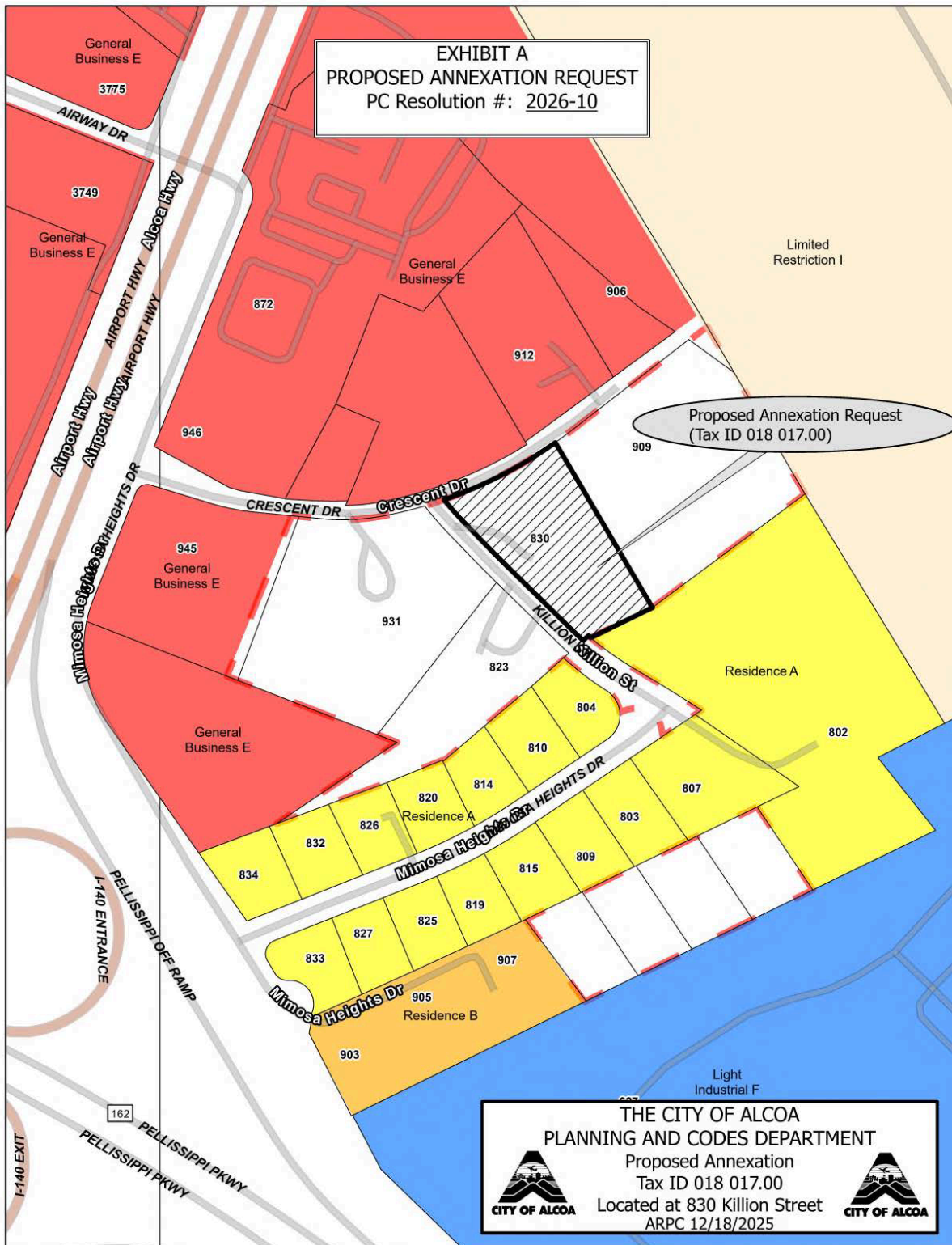
Mayor

ATTEST:

Recorder

APPROVED AS TO FORM:

City Attorney



RESOLUTIONS

14. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALCOA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALCOA BY ANNEXING INTO THE CITY PROPERTY IDENTIFIED AS TAX PARCEL 017.00, TAX MAP 018, LOCATED AT 830 KILLION STREET (GEORGE AND CAROLE CHAMBERS PROPERTY) (PC RES 2026-10) (PUBLIC HEARING – 03/10/2026)

This item is by owner's request and is precipitated by interest in obtaining city services (sewer, fire and police protection, and city garbage service). The property is located within the City of Alcoa's adopted Urban Growth Boundary and is attachable by the adjoining parcel. The property has been designated for Retail-General Business Density on the Alcoa Future Land Use Plan/Map. However, if annexed, it is recommended that commercial zoning not be applied at this time. It is premature at this time. Refer to the next item for the recommended zoning assignment.

Please note that the recommended plan of services ordinance on first reading, exhibit B to the annexation resolution, has been updated from that recommended by the planning commission. To clarify an inadvertent oversight, letter F of the plan of services has been updated to state "No public streets are included in this annexation."

The Alcoa Municipal Regional Planning Commission favorably adopted PC Resolution 2026-10, recommending the annexation and a plan of services (Exhibit B) to the Alcoa Board of Commissioners by adoption of the same by resolution and ordinance respectively. Note that the adoption of the resolution for annexation will be considered at time of second reading of the plan of services.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALCOA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALCOA BY ANNEXING INTO THE CITY PROPERTY IDENTIFIED AS TAX PARCEL 017.00, TAX MAP 018, LOCATED AT 830 KILLION STREET (GEORGE AND CAROLE CHAMBERS PROPERTY) (PC RES 2026-10) (PUBLIC HEARING – 03/10/2026)

WHEREAS, the Board of Commissioners of the City of Alcoa has been requested by George and Carole Chambers, owner of certain property adjoining the existing boundaries of the City identified by the Office of the Blount County Property Assessor as Tax Parcel 017.00, Tax Map 018, and more particularly identified in the map attached hereto as Exhibit A (George and Carole Chambers Property), to annex the George and Carole Chambers Property into the corporate limits of the City of Alcoa, Tennessee;

WHEREAS, the Alcoa Municipal Regional Planning Commission has studied and reported on the Plan of Services for the George and Carole Chambers Property to be annexed and recommended approval by the Board of Commissioners of the City of Alcoa (PC Resolution 2026-10);

WHEREAS, the City of Alcoa has held a public hearing on the Plan of Services for the George and Carole Chambers Property to be annexed and adopted the Plan of Services attached hereto as Exhibit B to be provided to the George and Carole Chambers Property should annexation be approved;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Alcoa as follows:

SECTION 1. That the existing corporate limits of the City of Alcoa be altered and changed in accordance with the provisions of Tennessee Codes Annotated §6-51-104 by annexing to the City of Alcoa the territory adjoining to its existing boundaries included in the following described area, identified by the Office of the Blount County Property Assessor as:

BEING shown as property identified as Tax Parcel 017.00, Tax Map 018, located at 830 Killion Street, and more particularly identified in the map attached hereto as Exhibit A, containing 2.00 acres, more or less.

SECTION 2. That a public hearing be held on the 10th day of March, 2026, at 7:00 PM.

ADOPTED this _____ day of _____, 20____.

Mayor

ATTEST:

Recorder

APPROVED AS TO FORM:

City Attorney

EXHIBIT B TO RESOLUTION NO. _____

ORDINANCE NO. _____

AN ORDINANCE CREATING A PLAN OF SERVICES FOR PROPERTY IDENTIFIED AS TAX PARCEL 017.00, TAX MAP 018, LOCATED AT 830 KILLION STREET (GEORGE AND CAROLE CHAMBERS PROPERTY) (PC RES 2026-10) (PUBLIC HEARING – 03/10/2026)

BE IT ORDAINED, by the City of Alcoa, as follows:

SECTION 1. That the Board of Commissioners for the City of Alcoa, upon recommendation from the Alcoa Municipal Regional Planning Commission in PC Resolution 2026-10, hereby adopts a Plan of Services for a certain property, conditioned upon annexation into the City of Alcoa corporate limits, property identified by the Office of the Blount County Property Assessor as Tax Parcel 017.00, Tax Map 018, located at 830 Killion Street, and more particularly identified in the map attached hereto as Exhibit A (George and Carole Chambers Property).

SECTION 2. That the Plan of Services to be implemented by the City of Alcoa, conditioned upon the annexation of the George and Carole Chambers Property, shall be as follows:

A. Police

Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.

B. Fire

Fire protection by the present personnel and the equipment for the Alcoa Fire Department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.

C. Water

(1) Current water services provided to the property for domestic and fire suppression services use will be charged at city consumption rates on the effective date of annexation, supplied from existing city lines where available.

(2) Application to the City of Alcoa shall be made for the necessary extension and improvements of water lines and installation of fire hydrants to serve the area. Any improvements to existing or extension of water mains to this property will be the responsibility and cost of the applicant. The City will participate only to the extent that is economically feasible to supplement the cost if the City requires a larger main that exceeds the needed capacity to meet current and proposed service capacity based on the size of the particular development project.

D. Sewers

(1) Current sanitary sewer services provided to the property will be charged at inside city consumption rates on the effective date of annexation, collected at existing city lines where available.

(2) Extension of the necessary sewer lines to serve this parcel will be as per environmental necessity, engineering feasibility, and the financial feasibility as the city dictates. Any extension of sanitary sewer to this property will otherwise be the responsibility and cost of the applicant.

E. Solid Waste Collection

Solid waste collection service in compliance with current city policies provided within the city will be extended to the annexed area within one week after the effective date of annexation.

F. Street Construction and Repair

No public streets are included in this annexation.

G. Schools and Impact on School Attendance Zones

This annexation will not negatively impact school attendance zones.

H. Inspection Services

Any inspection services now provided by the city (building, plumbing, and housing) will begin on the effective date of annexation.

I. Planning and Zoning

The planning and zoning jurisdiction of the city will extend to the area on the effective date of annexation. City planning will thereafter encompass the annexed area.

J. Recreational Facilities and Programs

The Blount County Recreation and Parks Commission manage all recreation programs and park land in the county. Commission standards, practice, and budget will determine expansion of programs to meet the needs of city residents.

K. Street Name Signs and Street Lighting

Street signs and the need for street lighting (when applicable) will be assessed upon the effective date of annexation.

L. Electric Power

Electric power will continue to be provided at present rates, in compliance with the prevailing rules, regulations and policies of the city. Residential electric power is provided at equivalent rates inside or outside the city.

SECTION 3. That a public hearing be held on the 10th day of March 2026, at 7:00 PM.

SECTION 4. That said Ordinance shall take effect forthwith upon its final passage, the public welfare requiring it.

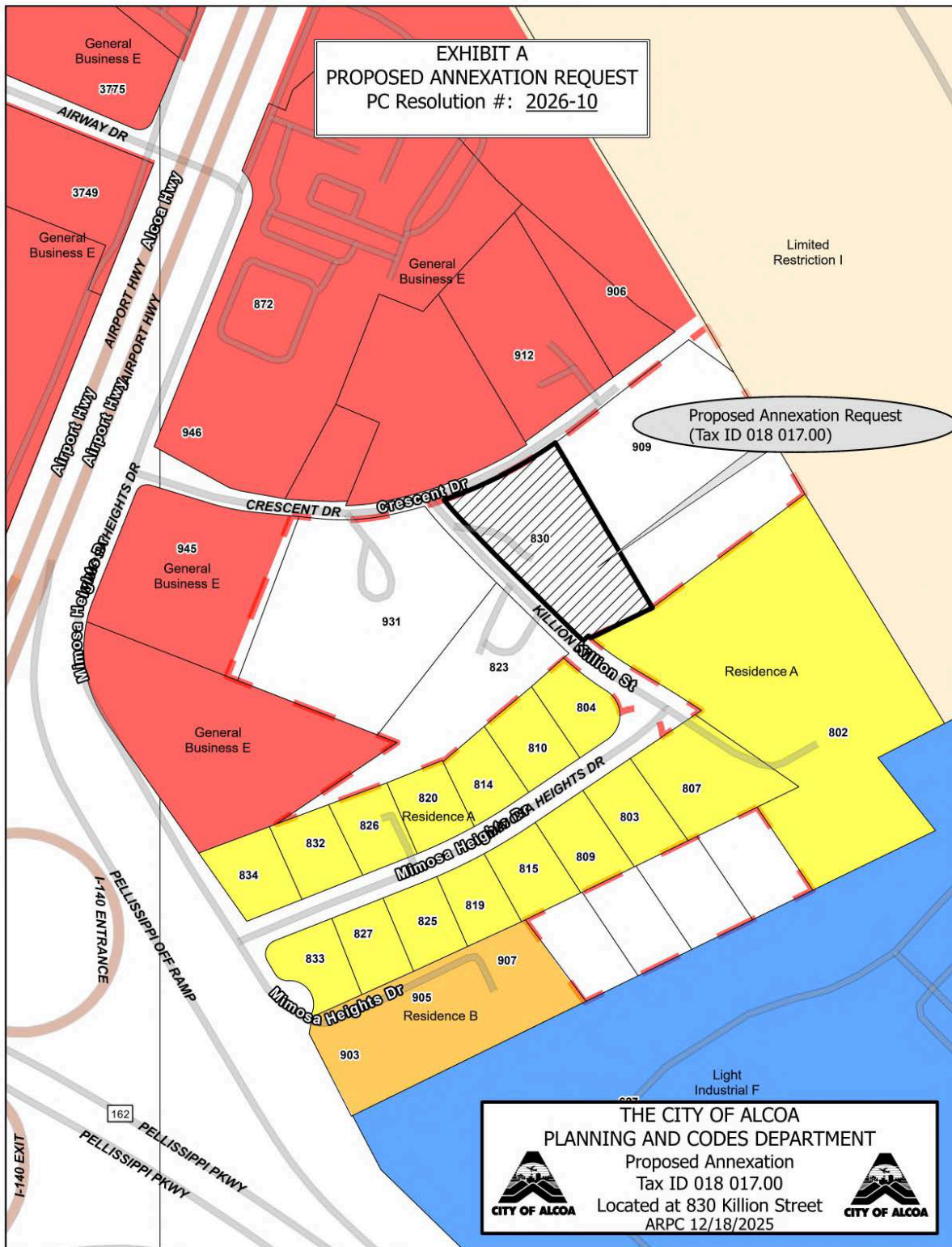
Mayor

ATTEST:

Recorder

APPROVED AS TO FORM:

City Attorney



RESOLUTIONS

15. A RESOLUTION TO AMEND AND RESTATE RESOLUTION R15-274, ESTABLISHING SPECIAL EVENT FEES AND SCHEDULE OF REIMBURSABLE COSTS

RESOLUTIONS16. COSTCO MASTER DEVELOPMENT AGREEMENT TO TRANSFER \$ TO ALCOA IDB

Agenda Brief: Transfer of Funds to the Alcoa Industrial Development Board, Pursuant to the Previously Approved Master Development Agreement.

This resolution authorizes the city to provide up to \$4,000,000 to the Alcoa Industrial Development Board (IDB) to satisfy the City's obligations under the Master Development Agreement with RealtyLink associated with the Costco development project. The funding will assist with land acquisition, remediation, and site preparation activities and will be distributed in accordance with the terms of the development agreement and related project documentation.

Background

On December 9, 2025, the Alcoa City Commission approved the framework for a Master Development Agreement with RealtyLink for the development of the Costco project and associated commercial parcels. As part of that agreement, the City committed to assist with up to \$4,000,000 in land acquisition, remediation, and site preparation costs necessary to assemble and prepare the property for development.

To facilitate this process, the Alcoa IDB will acquire certain parcels associated with the project and hold the property during the term of the agreed-upon Payment in Lieu of Tax (PILOT) arrangement. This structure reduces property carrying costs while the site is assembled and prepared for development. Savings generated through this approach will be directed toward environmental remediation and other site improvements needed to make the property suitable for development.

The Master Development Agreement also establishes obligations for RealtyLink and Costco to complete land improvements that enhance the long-term value and usability of the site for both the current development and any future ownership. The land acquisition strategy includes coordinated land swaps that will allow for the future construction of a city roadway connection, the creation of two park facilities, and public utility improvements within the adjoining Werner Avenue corridor.

Recommendation

Staff recommend approval of the resolution authorizing the City to provide up to \$4,000,000 to the Alcoa IDB to fulfill the City's obligations under the development agreement with RealtyLink. These funds will be distributed in accordance with the terms of the Master Development Agreement and related project documentation, as land acquisition, remediation, and site preparation costs are incurred.

SECOND READINGS OF ORDINANCES

17. AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALCOA AMENDING THE ZONING ORDINANCE, ORDINANCE 338, OF THE ALCOA MUNICIPAL CODE, TO ASSIGN THE ZONING DISTRICT RESIDENCE DISTRICT "A" TO TAX PARCEL 017.00, TAX MAP 018, LOCATED AT 830 KILLION STREET (GEORGE AND CAROLE CHAMBERS PROPERTY) (PC RES 2026-11) (PUBLIC HEARING – 03/10/2026)

Please refer to Public Hearing #2 above. The Commission is requested to pass this ordinance on 2nd and final reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALCOA AMENDING THE ZONING ORDINANCE, ORDINANCE 338, OF THE ALCOA MUNICIPAL CODE, TO ASSIGN THE ZONING DISTRICT RESIDENCE DISTRICT "A" TO TAX PARCEL 017.00, TAX MAP 018, LOCATED AT 830 KILLION STREET (GEORGE AND CAROLE CHAMBERS PROPERTY) (PC RES 2026-11) (PUBLIC HEARING – 03/10/2026)

BE IT ORDAINED, by the City of Alcoa, as follows:

SECTION 1. That a certain parcel identified by the Office of the Blount County Property Assessor as Tax Parcel 017.00, Tax Map 018, be assigned a zoning classification of Residence District "A", as shown by a map attachment hereto (Exhibit A), and additionally described as the George and Carole Chambers Property, located at 830 Killion Street, and approximately 2.00 acres, more or less.

SECTION 2. That a public hearing is hereby set for March 10, 2026, at 7:00 PM.

SECTION 3. That said ordinance shall take effect forthwith upon its final passage, the public welfare requiring it.

Mayor

ATTEST:

Recorder

APPROVED AS TO FORM:

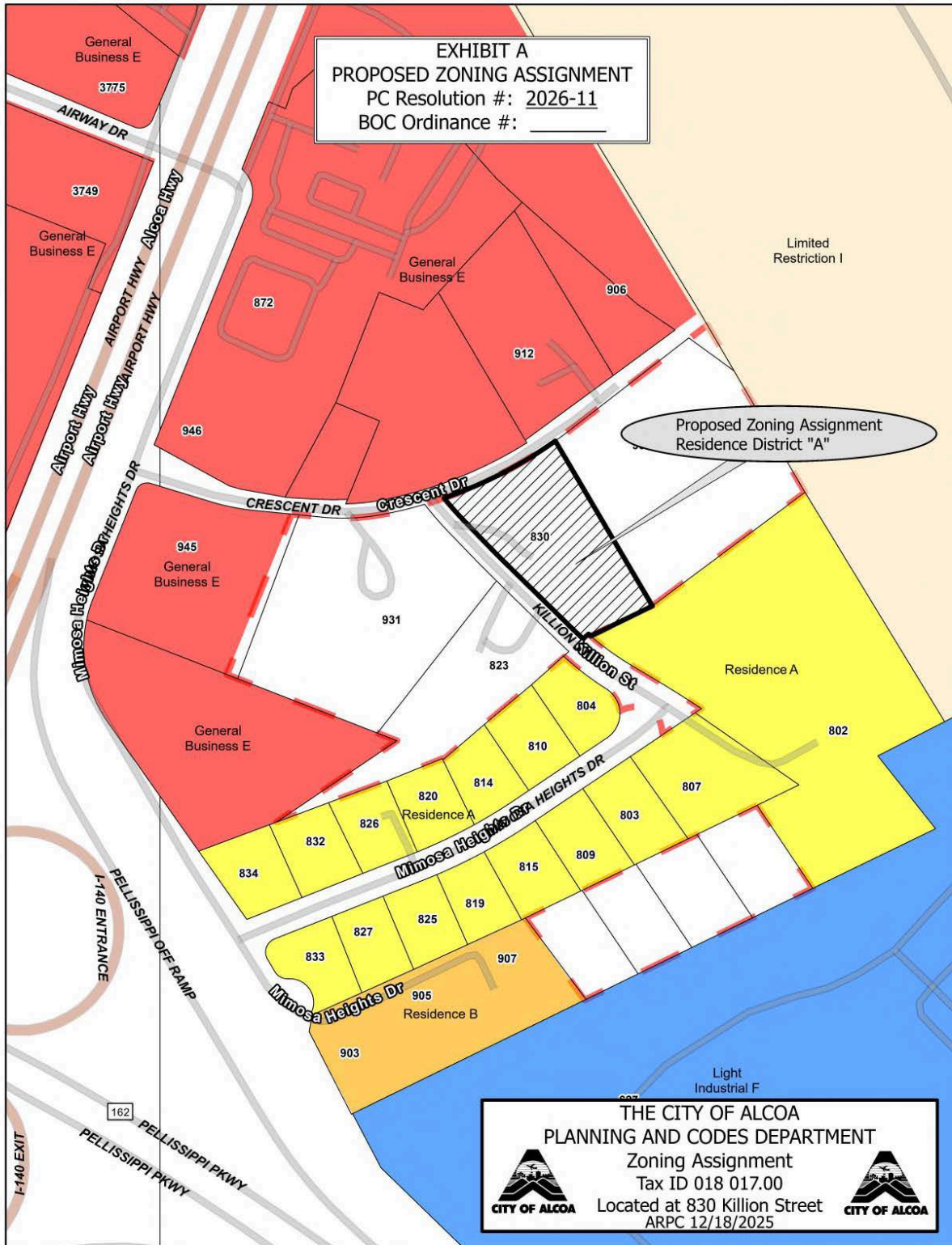
City Attorney

Passed on First Reading

Recorder

Passed on Second Reading

Recorder



FIRST READINGS OF ORDINANCES

18. AN ORDINANCE AMENDING TITLE 9 AND TITLE 20 OF THE MUNICIPAL CODE REGULATING SPECIAL EVENTS

OTHER BUSINESS

19. [Commissioner's Comments.](#)
20. [City Manager's Report.](#)
21. [Adjournment.](#)

[Top](#)