



City of Clarksville Gas & Water Board

August 18, 2026 at 4:30 PM
Clarksville Gas & Water Department

Please silence all cell phones.

AGENDA

- 1. Public Comment**
- 2. Call to Order**
- 3. Announce Members in Attendance**
- 4. Approval of Minutes**
 - A. [July 21, 2026](#)
- 5. Board Action Required**
 - A. [Pipeline Crossing License Agreement RJCM26012- R.J. Corman](#)
 - B. [Landscape Maintenance Services Agreement — LSI](#)
 - C. [Thermal Dryer Improvements and Performance Testing Services Agreement — Andritz Separation Technologies, Inc.](#)
- 6. Reports**
 - A. [Sold Assets](#)
 - B. [Contract Change Order: Moore Construction — Misc. Galvanized Water Main Replacement FY2026](#)
 - C. [Contract Change Order: Clark Engineering & Utility Solutions, LLC — Miscellaneous Engineering Services](#)
 - D. [Contract Change Order: Clark Engineering & Utility Solutions, LLC — Fort Campbell Radial Distribution Lines](#)
 - E. [Contract Change Order: CTR Utility Rehab LLC, DBA CTR Coatings — Wastewater Structures Rehabilitation Annual Contract](#)
 - F. [Bid Summary](#)
 - G. [Financial](#)
 - H. [Departmental](#)
- 7. Adjournment**



Board Minutes

July 21, 2026

CALL TO ORDER

The Clarksville Gas & Water Board was called to order, on Thursday, July 21, 2026 at 4:30 p.m. A quorum was present.

ATTENDANCE

The following were in attendance:

Tom Drew, Curtis Johnson, Stacey Streetman, Michael Hagewood, Patrick Chesney, Dawn Thomack, Emily Hammer and Brandy Slaughter

APPROVAL OF MINUTES

Board member Curtis Johnson made a motion to approve the minutes from the June 18, 20226 meeting. Board member Stacey Streetman seconded that motion. All were in favor, the minutes passed.

BOARD ACTION REQUIRED

- A. Bid Summary Recommendation: Wastewater Structures Rehabilitation Annual Contract: The Board approved a bid summary for third-party manhole rehabilitation and epoxy line coating.
- B. Bid Summary Recommendation: Hauling of Crushed Stone & Spoils Removal: The board approved a bid summary for third-party services to haul crushed stone to the main office or construction sites, as well as hauling spoils.

- C. Bid Summary Recommendation: Wastewater Pump/Motor Maintenance Services Agreement: The Board approved a bid summary recommendation for a service agreement covering third-party pump and motor maintenance for sewer lift stations and the sewer treatment plant.
- D. Donation of Real Properties: Longview Ridge Section 3: The Board approved the donation of property for the Longview Ridge section 3 lift station, noting that ownership by the City of Clarksville Gas and Water Department provides necessary control for maintenance access.
- E. Order of Consent Judgement: Teeter Family Property Condemnation Settlement: The Board approved a consent judgement regarding a ten year old condemnation case involving the Teeter family. The agreement settles payment for multiple easements, including one fee simple, totaling \$40,000 for the Highway 48-13 lift station project.

REPORTS

- A. Sold Assets – Patrick reviewed this with the board members. There were no questions.
- B. Contract Change Order: Moore Construction – Sewer Main Rehabilitation Annual Contract. The Board reviewed a one-year extension. There were no questions.
- C. Contract Change Order: BLD Services, LLC- Lateral Rehabilitation Annual Contract. The Board reviewed the one-year extension. There were no questions.
- D. Contract Change Order: TTL, Inc. – Wastewater Treatment Plant Thermal Dryer Improvements Construction Materials Engineering Testing & Special Inspections. The Board reviewed this changed order and had no questions.
- E. Contract Change Order: Black & Veatch Corporation: Clarksville Non-Potable Water Reuse Study: The Board reviewed this change order and had no questions.
- F. Contract Change Order: TTL, Inc. Ringgold Road Wastewater Improvements Construction Materials Engineering & Testing & Special Inspections: The Board reviewed this change order and had no questions.
- G. Bid Summary- The Board reviewed the bid summary. There were no questions.
- H. Financial

Dawn Thomack went over the financials for the Water Division. She informed the Board that she was going over the preliminary year-to-date numbers. Year-to-date revenue was \$498.9 million. Operating expenses for year-to-date was \$36.5 million. The income from operations year-to-date was \$12.4 million. Overall year-to-date there is an income of \$5.6 million. Capital spending year-to-date was \$36 million.

Dawn Thomack went over the financials for the Wastewater Division. She informed the Board that she was going over the preliminary year-to-date numbers. Revenue Year-to-date was just under \$55 million. Operating expenses year-to-date was \$39.5 million. The income from operations year-to-date was \$15.4 million. The total income in wastewater year-to-date was \$11.8 million. Capital spending Year-to-date was just under \$31 million.

Dawn Thomack went over the financials for the Gas Division. Revenue for the year-to-date was just \$43.1 million. Operating expenses for year-to-date was \$39.1 million. Income from operations year-to-date was just over \$4 million Total income year-to-date was just under \$4.5 million.

Debt coverage was next. In the month of June the debt coverage ratio was 2.18. The debt to operating revenue ratio was 2.33 and is expected to improve as debt is paid down.

Lastly, Dawn Thomack explained the cash flow levels for Water, Wastewater, and Gas to the board. There were no questions.

- I. Departmental – Patrick reviewed the departmental reports with the board. There were no questions.

ADJOURNMENT

The meeting was adjourned at 4:45 p.m.

**PIPELINE CROSSING LICENSE AGREEMENT
RJCM26012**

THIS LICENSE AGREEMENT, made and effective as of July 29, 2026, by and between R. J. CORMAN RAILROAD COMPANY/MEMPHIS LINE, whose mailing address is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, KY 40340, hereinafter called "Licensor", and CITY OF CLARKSVILLE - GAS & WATER DEPARTMENT, whose mailing address is 2215 Madison Street, Clarksville, TN 37043 hereinafter called "Licensee",

WITNESSETH:

WHEREAS, Licensee desires to construct and maintain a certain pipeline or duct work, for the transmission of Sewer, hereinafter called Pipeline, under or over the track(s) and property owned or controlled by Licensor at or near City of Clarksville, County of Montgomery, State of Tennessee, at a point measured from the center line of Licensor's main track approximately 3,410 feet Southwest from Licensor's Milepost 171, hereinafter called the "CROSSING"; as shown on print of Licensee's drawings attached hereto as **Exhibit A**, and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Licensee's application forms dated July 15, 2026, also attached hereto as **Exhibit B** and made a part hereof:

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms, and agreements herein contained, the parties hereto agree, and covenant as follows:

1. LICENSE:

1.1 Licensor, insofar as it has the legal right, power, and authority to do so, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes.

(B) All encumbrance, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained.

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter, or change said Pipeline at the Crossing above for the term herein stated, and to remove same upon termination.

1.2 The term Pipeline, as used herein, includes pipes, ducts, casings, vents, manholes, connectors, fixtures, appliances, and ancillary facilities devoted exclusively to the transmission usage above within the Crossing and as shown on attached Application Form.

1.3 No additional pipeline or other facilities shall be placed, allowed, or maintained by Licensee in, upon or along the Crossing except upon separate prior written consent of Licensor.

2. LICENSE FEE, TERM:

2.1 Licensee shall pay to Licensor a **one-time license fee of \$102,000.00**, payable in advance. This license shall remain in effect unless terminated subject to Section 18.

2.2 Intentionally left blank.

2.3 Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In

the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fee of five hundred dollars (\$500.00) for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.4 In any term, Licensee shall pay directly or reimburse Licensor for any additional taxes and/or assessments levied against Licensor or Licensor's property, on account of Pipeline or Crossing.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee, at its sole cost and expense, shall construct, maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard (s) or regulation(s) of Licensor, Licensee's particular industry, A.R.E.M.A., or any governmental or regulatory body having jurisdiction over the Crossing or Pipeline.

3.2 Location and construction of Pipeline shall be made strictly in accordance with designs and specifications furnished to and approved by Licensor, and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and execution of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and in a manner so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. In the event such consent is extended, a representative will be assigned by Licensor to monitor blasting and protect Licensor's interests, and Licensee shall reimburse Licensor for the entire reasonable cost and/or expense of furnishing said representative.

3.5 Any repairs or maintenance to Pipeline which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than ten (10) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may in its reasonable discretion request immediate repair or renewal of the Pipeline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee. Licensor shall invoice Licensee for the reasonable cost of said repairs which shall be paid within 30 days, or Licensee shall be in default.

3.7 Licensee hereby agrees to reimburse Licensor any loss, reasonable cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to Pipeline whether or not said repairs or maintenance result from acts of Licensee, natural or weather events or otherwise.

3.8 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use by Licensee of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permits or licenses from any federal, state or local public authorities having jurisdiction over the Crossing or its intended use, and shall thereafter observe and comply with the requirements of such public authorities, and all applicable laws and regulations and future modifications thereof.

4.2 Licensee shall also defend, protect, and hold Licensor harmless for failure to obtain such permits or licenses, any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) Erect, maintain and periodically verify the accuracy of above ground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or other facilities; and

(B) Support track and roadbed of Licensor, in a manner satisfactory to Licensor.

5.2 After construction of Pipeline, Licensee shall restore said track(s), roadbed, and other disturbed property of Licensor, and shall leave same in a condition satisfactory to Licensor. Licensee shall backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor, and shall either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may direct.

6. TRACK CHANGES:

6.1 In the event that Licensor's ongoing operating needs and/or maintenance result in the future raising or lowering of Licensor's tracks, or in the event future use by Licensor of right-of-way and property (including any relocation of, changes in or additions to Licensor's track(s) or other facilities necessitate any change of location, height or depth of Pipeline or Crossing, Licensee, at its sole cost and expense and within twenty (20) days after notice in writing from Licensor, shall make changes in Pipeline or Crossing to accommodate Licensor. Any additional reasonable costs or expenses incurred by Licensor to accommodate the use of Licensor's property by Licensee shall also be paid by Licensee.

6.2 Licensee agrees to periodically monitor and verify the depth or height of Pipeline and Crossing. Should relocation or change be necessary to comply with the minimum clearance requirements of this Agreement, these changes shall be made at the Licensee's sole cost and expense.

7. PIPE CHANGES:

7.1 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of Pipeline (including any changes in circumference, diameter, or radius of pipe or change in materials transmitted in and through said pipe), plans therefor shall be submitted to Licensor along with new application fee and approval must be received before any such change is made. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 If the operation, existence or maintenance of said Pipeline, at any time in the judgment of Licensor, causes: (a) interference with Licensor's communication, signal or other wires, train control system, or facilities; or (b) interference in any manner with the operation, maintenance or use by Licensor of its right-of-way, track(s), structures, pole lines, devices, other property, or any appurtenances thereto; then and in either event,

Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Pipeline as may be required in the judgment of Licensor to eliminate all such interference.

8.2 Without assuming any duty hereunder to inspect Licensee's Pipeline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to Pipeline, which repairs, maintenance or adjustments Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK AND RESPONSIBILITY:

9.1 To the fullest extent permitted by applicable law, Licensee assumes any and all risks arising in any manner whatsoever from the exercise of rights granted to Licensee by this License and by the presence of the Pipeline under Licensor's right-of-way and full responsibility for any harm in any manner caused thereby.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of Premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Public Liability Insurance or Commercial General Liability Insurance, and covering liability assumed by Licensee under this Agreement and naming Licensor as an additional insured. A coverage limit of not less than ONE MILLION DOLLARS (\$1,000,000.) Combined Single Limit per occurrence for bodily injury liability and property damage liability is required and TWO MILLION DOLLARS (\$2,000,000.) is recommended as a prudent limit to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days notice to Licensor prior to cancellation or modification of any policy. Certificate of insurance should reference Agreement number and should be mailed each successive year to the address listed above.

10.2 If said policy does not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor may at any time request evidence of insurance purchased by Licensee to comply with this requirement and may demand that Licensee purchase insurance deemed adequate by Licensor. Failure of Licensee to comply with Licensor's demand shall be considered a default, subject to Article 18.

10.4 Securing by Licensee of insurance hereunder shall not limit Licensee's liability under this Agreement but shall be additional security therefor.

10.5 Licensee, its agents or contractors, shall procure, and shall maintain during the construction phase of this agreement, at its sole cost and expense, a policy of Railroad Protective Liability Insurance, naming Licensor as insured with limits of TWO MILLION DOLLARS (\$2,000,000.) per occurrence and/or aggregate limit of SIX MILLION DOLLARS (\$6,000,000.).

11. GRADE CROSSINGS:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over track(s) of Licensor.

12. FLAGGING:

12.1 If Licensor deems it advisable, during the progress of any construction, maintenance, repair, renewal,

alteration, change or removal of said Pipeline, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's property at the Crossing, Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

13. LICENSOR'S COSTS:

13.1 Licensor's expense for wages and material for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor.

13.2 Such expense shall include, but not be limited to, cost of railroad labor, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, and vacation allowances for Licensor's employees, and insurance and freight and handling charges on all material used. Any equipment rentals shall be payable by Licensee in accordance with Licensor's fixed applicable rate.

13.3 All bills not paid within said thirty (30) days shall thereafter accrue interest at twelve percent (12%) per annum unless limited by law, and then at the highest rate so permitted.

14. TERMINATION, REMOVAL:

14.1 On or before the termination of this Agreement, or within thirty (30) days of cancellation or revocation, Licensee, at its sole risk and expense, shall remove Pipeline from the Property of Licensor, unless the parties hereto agree otherwise, and shall restore Property of Licensor in a manner satisfactory to Licensor, and reimburse Licensor all loss, cost or expense Licensor may suffer resulting from removal. If Pipeline is not removed within thirty (30) days of cancellation or revocation, Licensor may remove said Pipeline at Licensee's expense.

14.2 All rights which Licensee may have hereunder shall cease and end upon the date of expiration of term or revocation: provided, however, that termination or revocation of this Agreement shall not affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied.

15. NOTICE:

15.1 Licensee shall give Licensor at least five (5) days written notice before doing any work of any character hereunder on Licensor's property, except that in cases of emergency shorter notice may be given. Notwithstanding the foregoing, the notice provided for initial installation under this Agreement shall be no less than thirty (30) days.

15.2 All notices and communications concerning this Agreement shall be addressed to Licensee, at the address previously shown and to Licensor, at the address previously shown, or at such other address as either party may designate, in writing, to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, and shall be effective upon receipt or refusal of delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein: said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and insure to the benefit of the

parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or their change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee or vendee of Licensor's underlying property interests in the Crossing, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublease or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement at any time by giving Licensee or any such assignee written notice of such revocation; and Licensor may thereupon enter and retake possession of the premises. Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by Licensee's Pipeline, nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License to said property other than the license herein created.

18. DEFAULT BY LICENSEE:

18.1 The proper and complete performance of each and every of the covenants of this license shall be deemed of the essence of this Agreement, and in the event Licensee shall fail or refuse to fully and completely perform any or all of said covenants or remedy any breach within thirty (30) days after receiving a written notice from Licensor to do so, Licensor shall have the option of terminating this Agreement, regardless of license fee(s) having been paid in advance for any annual or other period, and revoking the privileges and powers hereby conferred upon Licensee.

19. BREACH, WAIVER:

19.1 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

20. ENTIRETY, EXCLUSIVITY:

20.1 This Agreement contains the entire understanding between the parties hereto.

20.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate, or be construed as being for the benefit of any third person.

21. FORM, LAW FORUM:

21.1 The form or any language of this Agreement shall not be interpreted or construed in favor of or against either party hereto as the drafter thereof.

21.2 This agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance, or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the

determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

21.3 This Agreement shall be construed and governed by the laws of the state in which the Pipeline is located.

22. RIDERS:

The following Rider(s) is/are herewith attached and included herein:

- ☒ (x) None
- ☐ () Open-cut or tunneling construction limits
- ☐ () Flammable or combustible product limits
- ☐ () Pipe pressure limits
- ☐ () Telecommunication cable or fiber optic line
- ☐ () Public highway or municipal occupancy rider
- ☐ () Hazard material transmission
- ☐ () Other:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date and year first above written.

Witness for Licensors:

R. J. CORMAN RAILROAD COMPANY/MEMPHIS LINE

Name: _____

Print Name: Cara Sparkman

Print Title: Director- Real Estate & Contracts

Witness for Licensee:

CITY OF CLARKSVILLE - GAS & WATER DEPARTMENT

By: _____

Print Name: _____

Print Title: _____

Agreement Approved by CGW Board on:



R. J. CORMAN RAILROAD COMPANY
APPLICATION FOR PIPELINE CROSSING UNDER/OVER RAILROAD PROPERTY AND/OR TRACK

Plans for proposed installation shall be submitted to and meet the approval of the Railroad Company before construction. Material and installation are to be in strict accordance with specifications of National Electrical Safety Code, current edition, AREMA and requirements of R.J. Corman Railroad Company. See page two of this application for items that must accompany this application form and insurance information. **Each separate occupation on Railroad property should have a separate application.**

All occupancies should be designed and constructed so that rail operations and facilities are not interfered with, interrupted, or endangered. In addition, proposed facilities should be located to minimize encumbrance to the corridor so that the railroad will have unrestricted use of its corridor for current and future operations.

OWNER OF PIPELINE (Agreement will be with this party)

Complete Legal Name of Applicant (Owner of Pipeline) Clarksville Gas & Water Department
Invoicing Contact Garth Branch Telephone 931-645-7418
Email Address Garth.Branch@Clarksvilletn.gov
Mailing Address 2215 Madison Street Clarksville, TN 37043

☒ **Please check if this agreement should be mailed to this address**

Type of Business Entity: ☐ Corporation: State _____ ☐ Individual ☒ Municipality
☐ Partnership: Type _____ State _____ ☐ Other: _____

ENGINEER/PROJECT CONSULTANT

Company Name TTL, INC. Contact Name, Title Houston Smith, P.E.
Telephone 931-647-6959 Email Address HSmith@ttlusa.com
Mailing Address 330 N. Second Street Clarksville, TN 37043

☐ **Please check if this agreement should be mailed to this address**

GENERAL PROJECT INFORMATION

This installation is: ☒ New ☐ Revision to existing in exact location ☐ Attachment to existing ☐ Upgrade to existing
Existing Agreement Number: _____ Type of Agreement: _____ Date: _____
If the existing agreement number cannot be provided, the installation will be treated as "New"
Will this line exclusively serve a patron of the Railroad? ☒ No ☐ Yes Name: _____

Exact Location of Installation:

State TN County Montgomery City/Township Clarksville
*This installation to be located 3,410 Feet SW (direction) of Railroad Mile Post 171

**This point must be shown on drawing*

Can you provide? Latitude 36.586990 Longitude -87.274887 What is your source? CGWBasemap/ARCGIS.com
Within limits of a Public Right of Way? ☒ NO ☐ YES: DOT/AAR Crossing# _____

Name of road(s) _____ Length within the Public Right of Way: _____ feet

**Note that a DOT Crossing # does not convey Public Road Right of Way area. This will be determined by the Railroad.*

Relationship of Installation to Tracks:

✓ Crossing: how many? 1 Angle of Crossing 90 °
Total length in Railroad R/W 162LF Length Crossing 162LF Length Paralleling N/A Length in Public R/W N/A

**These measurements must be shown on drawing*

PROJECT DETAILS & SPECIFICATIONS

Product to be conveyed: Sanitary Sewer Flammable? ☐ Yes ☒ No
Maximum Operating Pressure: 0 PSI Field Test Pressure: 5 PSI Test Type: Air
Location of shut-off valves N/A
Vents: Number 0 Size _____ Height above ground _____
Seals: ☒ Both Ends ☐ One End

Depth**: Under tracks, from base of rail to top of casing 11 feet 8 inches
(minimum depth of 5'5" required for area under tracks)
Right-of-Way area other than under tracks 5 feet 0 inches
(minimum ground cover depth of 5' required for area other than under tracks)
Right-of-Way area in roadway ditches 5 feet 0 inches

**All depths will be assessed according to AREMA specs and will also consider any Railroad Xing Signal Cables or other facilities that may be present in the specific location of the installation. Depths which comply with AREMA specs may still require adjustment for approval.

Cathodic Protection: ☐ Yes ☒ No Protective Coating: ☐ Yes ☒ No
Tunnelling Liner Plates Required? ☐ Yes ☒ No Temp. Track Support or Ripping Required? ☐ Yes ☒ No
Explain details of all marked "Yes": _____

Type, size & spacing of insulators and supports: _____

	CARRIER PIPE	CASING PIPE (required)
Material	PVC	STEEL
Material Specifications & Grade	SDR 26	SCH 40
Minimum Yield Strength of Material PSI	7000 PSI	35000 PSI
Mill Test Pressure PSI		
Inside Diameter	11.538"	19.438"
Wall Thickness (inches)	0.481"	0.281"
Outside Diameter (inches)	12.50"	20"
Type of Seam	N/A	Straight
Type of Joints	Gasketed bell/Spigot	Welded
Laying Lengths	14LF	162LF

Method of installation (please read below): Jack & Bore

Railroad's preferred method of installation under tracks is "**Jack & Bore**" (boring pits not allowed on RR property). If open cut installation is required, applicant will be billed for cost required for Railroad to resurface tracks. Directional Drilling is considered a variance and additional cost will apply for review.

R.J. Corman requires:

All pipes under the railroad will be encased.

All pipes will be at a minimum depth of 5½' from bottom of rail to top of casing pipe.

All pipes will have a minimum 5' ground cover for areas not under the track.

Jack & Bore is the preferred method of installation.

Manholes, catch basins, headwalls shall be located off railroad property.

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the Railroad incident to installation, maintenance, and/or supervision necessitated by this installation, and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. Applicant will be required to coordinate with the Railroad Manager to determine a schedule for construction that will not interfere with Railroad Operations.

07/15/2026
Date of Application _____ Signature _____
Please Print or Type: Garth Branch Engineering Division Manager 931-645-7418 garth.branch@clarksville.tn.gov
Name Title Phone Email

TO COMPLETE YOUR APPLICATION PACKET, PLEASE BE SURE THE FOLLOWING IS INCLUDED:

- ☐ Original and one (1) copy of this application form. We suggest keeping one additional copy.
- ☐ Two (2) letter size prints of a drawing showing plan, elevation section of crossing from field survey, location in respect to milepost and track, width of Railroad's right of way, location and distances to track and adjacent structures affecting crossing and bore pits.
- ☐ (non-refundable) Application & Engineering Review Fee \$2,000.00 for pipelines with casing pipe under 24 inches.
- ☐ Pipelines over 24" will require an additional review fee and a construction oversight fee.
- ☐ Projects requesting a variance will require additional review fees and may require a construction oversight fee.
- ☐ If your project has a proposed installation directional drill, please contact the Real Estate Department for the required additional review packet. All Directional Drill installations have an additional review fee of \$2,500.00 in addition to the required application fee.

If you are requesting an Expedited Review and application, please submit an additional \$3,000.00. All other applicable application fees are also due. RJC's typical review window, from application to agreement is 30 days, and Expedited Review window, from application to agreement, is 6 days. Review windows DO NOT include notice to proceed or acquiring proper insurance. Variances do not qualify for Expedited Review.

The Railroad Company reviews each project to determine, at its sole discretion, the need for flagman, inspection services or additional review by outside services. If required, additional fees may be charged for those services.

All fees should be payable to:

RJ Corman Railroad Company
Attn: Real Estate Department
P.O. Box 788 / 101 R.J. Corman Drive
Nicholasville, KY 40340

Return completed form and all exhibits and maps to: **RealEstate@rjcorman.com**

It is important that your request be complete and accurate as possible to prevent delay or rejection. The application processing time greatly depends on the accuracy of information and the detail of drawings provided. Processing time is normally completed within 30 days. If the project requires a variance approval, site assessment or resources outside our company the timeframes will depend on availability of resources.

Once your application is approved you will be provided a permit/agreement and instructions for scheduling. If your project is approved, estimate at least 30 days prior to the project start for a flagman to be available on site.

WHILE YOUR APPLICATION IS UNDER REVIEW, PLEASE PREPARE FOR THE FOLLOWING:

If **approved**, there will be an annual License fee required. The amount of the fee will be determined upon completion of the application review. Please contact the Real Estate Department if you are interested in making a one-time payment in lieu of annual payments.

INSURANCE

If **approved**, the following Insurance will be required:

- During the continuance of the Agreement, a policy of **Public or Commercial Liability Insurance**, naming Licensee as insured and covering liability assumed by Licensee and naming Licensor as additional insured. A coverage limit of not less than \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury liability and property damage liability is required. This should also cover contractual liability during periods of survey, installation and maintenance.
- During the construction phase, a policy of **Railroad Protective Liability Insurance** naming R.J. Corman Railroad Company as insured with limits of \$2,000,000.00 per Occurrence and \$6,000,000.00 aggregate. Please note R.J. Corman's insurance policy does not provide for the option of adding a rider to its policy as a substitute for applicant's purchase of a policy of Railroad Protective Liability Insurance. Note that Railroad Protective Liability Insurance will require higher limits if your project is near a transit line location.
- Your RJC Agreement number should be included on your certificate. This agreement number will be assigned with application approval.

A Certificate of Insurance will be required before authorization to begin work can be issued.

NO WORK CAN BEGIN UNTIL YOU RECEIVE A WRITTEN NOTICE TO PROCEED.

Entering any railroad right of way or other railroad property without the written permission of the railroad is trespassing and illegal. Violators will be prosecuted. Trespassing puts you, our employees and the public at risk of serious, even fatal injury.

ENTRY PERMITS

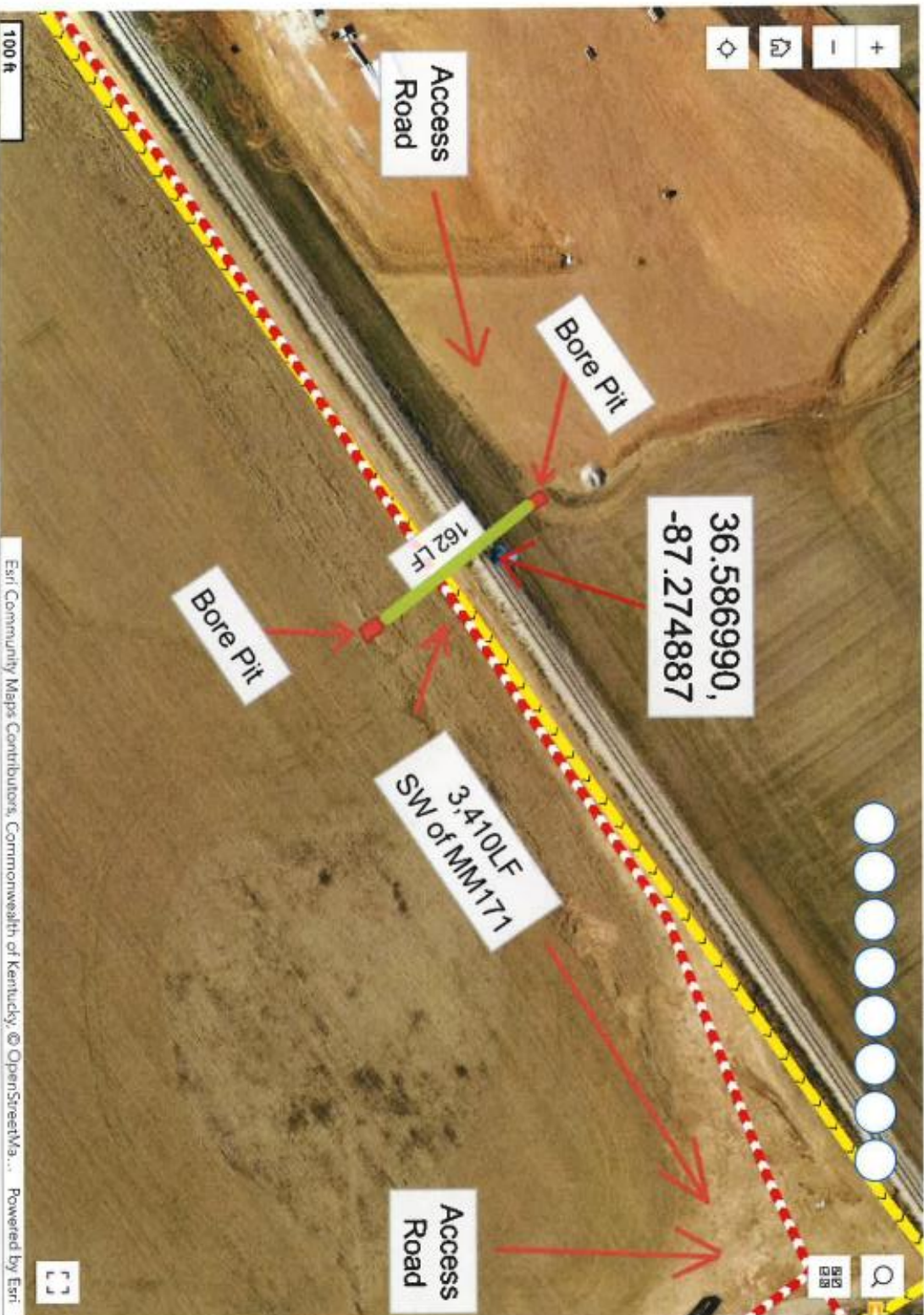
Contractor's performing installations will be required to have an Entry Permit. If the Licensee chooses not to be responsible for any and all contractors or subcontractors, then an entry permit is required for all companies completing work in the Railroad Right of way area. These fees are in addition to the application fees above.

- Permit Application Fee \$650.00
- Permit Fee \$ \$1,250.00
- Website: <http://www.rjcorman.com/contact/real-estate-services>

FLAGGING

If your project requires a flagger the rate is \$1,200.00 for an 8-hour day. The need for flagging will be determined by the appointed Railroad representative for your area.

CGW Basemap



CGW LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This CGW Landscape Maintenance Services Agreement ("Agreement") is made by and between The City of Clarksville, Tennessee (hereafter referred to as "City"), a municipal corporation, and political subdivision of the State of Tennessee, with an office address at 2215 Madison Street, Clarksville, TN 37043, and LSI (hereafter referred to as "Vendor"), (a corporation) / (a partnership) / (a sole proprietorship) organized and formed under the law of the State of Tennessee, and licensed to do business in the State of Tennessee, County of Montgomery, City of Clarksville, with an office address at 204 River Hills Drive, Nashville TN.

WITNESSETH

WHEREAS, Vendor has substantial skill and experience in conducting the type of landscape maintenance services for the Clarksville Gas and Water Department's selected sites (all hereafter referred to as "CGW Landscape Maintenance Services"); and

WHEREAS, the City desires to hire a Vendor to conduct CGW Landscape Maintenance Services, and

WHEREAS, Vendor desires to provide such CGW Landscape Maintenance Services to the City on the terms and under the conditions contained in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the terms and conditions set forth herein.

ARTICLE 1. TERM

Unless earlier terminated pursuant to the provisions herein, this Agreement shall be in effect for one year (the "Term"). Upon agreement from both parties, this CGW Landscape Maintenance Services Agreement is renewable for up to two additional one year periods at the same terms, conditions and pricing.

CGW Landscape Maintenance Services

ARTICLE 2. STATEMENT OF WORK

Vendor shall provide CGW Landscape Maintenance Services as outlined in **Request for Bid** attached hereto and incorporated herein.

ARTICLE 3. COMPENSATION

In consideration of the CGW Landscape Maintenance Services provided by **Vendor** hereunder, the **City** will pay to **Vendor** for work performed / services rendered a sum of money as provided in **Request for Bid** attached hereto and incorporated herein. **City** shall not be liable for any payment to any sub-contractor(s) for any services rendered in connection with this agreement whatsoever, any said payments to any such sub-contractor(s) being the sole liability and responsibility of **Vendor**.

ARTICLE 4. RESERVED

ARTICLE 5. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that **Vendor** will provide the CGW Landscape Maintenance Services under this **Agreement** as an independent contractor and that during the performance of the services under this **Agreement**, neither **Vendor** nor any of **Vendor's** employees, agents, representatives or sub-contractors will be considered an employee of the **City** within the meaning or application of any federal, state or local laws or regulations, including, but not limited to, laws or regulations covering unemployment insurance, old age or social security or retirement or pension benefits, health insurance of any kind or nature whatsoever, worker's compensation, labor or tax laws of any kind. Neither **Vendor** nor any of **Vendor's** employees, agents, representatives or sub-contractors shall be entitled to any benefits that may be afforded from time to time to the **City's** employees, including without limitation, vacation, holidays, sick leave, pension or retirement benefits, health insurance of any kind or nature whatsoever, or worker's compensation or unemployment insurance. Further, the **City** shall not be responsible for withholding or paying any taxes, to include social security or federal, state or local income taxes, for or on behalf of **Vendor** or any of **Vendor's** employees,

CGW Landscape Maintenance Services

agents, representatives or sub-contractors. Vendor shall be fully responsible for any such withholding or payment of taxes or social security for Vendor and any of Vendor's employees, agents, representatives or sub-contractors. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent between the City and Vendor, and nothing contained in this Agreement shall permit either party to incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

ARTICLE 6. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder without the express written consent of the other party. Any such purported or attempted assignment shall be void. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

ARTICLE 7. NO THIRD PARTY BENEFIT

Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person, organization or entity who is not a party to this Agreement.

ARTICLE 8. INDEMNITY

(A) Vendor agrees to indemnify, defend, and hold harmless the City, its' elected or appointed officials and employees or agents, individually, or in their official capacity, or as a body politic, against any and all legal or administrative claims, actions, demands, suits, judgments, or proceedings of any kind, including, but not limited to, any claims for damages, penalties, fines, interest, costs, attorney fees, or expenses of whatever kind or nature, or seeking declaratory or injunctive relief, or specific performance, which may be imposed on or incurred by the City arising out of or related to the following:

(1) any default or material breach of any term, provision, covenant, warranty or representation of Vendor contained in this Agreement; or

(2) the negligent, reckless or intentional act(s) or omission(s), or illegal conduct, whether of action or inaction, of Vendor or its' employees, agents, representatives or sub-contractors which result in death or bodily injury to any person or entity (including third parties) or any damage to any real or personal property (including the real or personal property of third parties).

ARTICLE 9. RESERVED

ARTICLE 10. TERMINATION AND BREACH

(A) This Agreement shall continue in full force and effect during the term hereof unless and until terminated in accordance with the provisions of this Agreement. Nothing in this Agreement or otherwise shall be construed as a requirement that the City will request any amount of work or services to be performed by Vendor, and any amount of work or services requested or to be performed will be at the sole discretion of the City.

(B) In the event of any material breach of this Agreement by either party, the other party may terminate this Agreement immediately by giving written notice thereof to the other party.

(C) In the absence of a material breach of this Agreement by Vendor, the City may terminate this Agreement with or without cause by giving Vendor written notice of its election to terminate said Agreement. In such case, the City agrees to pay Vendor on a pro rata basis for all work or services performed by the Vendor with the City's approval up to the date of notice of termination.

ARTICLE 11. WAIVER OF BREACH

Waiver by the City or Vendor of a breach of any provision of this Agreement by the other party shall not operate as or be construed as a waiver of any subsequent breach by the other party, and shall not be deemed a waiver of any other right, condition or promise hereunder.

ARTICLE 12. REMEDIES

The exercise of the City's or the Vendor's right to terminate this Agreement for a material breach shall not abrogate any of the available rights and remedies of the terminating party with respect to the breach giving rise to such termination. Each and all of the rights and remedies of the parties provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others, or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other rights or remedies available at law.

ARTICLE 13. WARRANTIES AND REPRESENTATIONS

(A) Vendor warrants and represents to the City as follows: (i) that neither the execution, delivery, nor performance of this Agreement constitutes a breach or violation of any contract or agreement to which it is a party or by which it is in any manner bound, and (ii) that it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards. Vendor shall correct or cause to be corrected any errors or defects in the work or services performed hereunder at no additional cost to the City.

(B) City warrants and represents to the Vendor as follows: (i) that funds are available to compensate Vendor for any work or services performed hereunder, and that these funds are neither encumbered nor contingent upon the granting of approvals, permits, or financial commitments by lending institutions or third parties.

ARTICLE 14. DUE DILIGENCE

Vendor agrees to proceed with performance of the work or services requested hereunder with due diligence. The parties agree that time is of the essence to this Agreement.

ARTICLE 15. VENDOR WORKER(S); REMOVAL

Vendor shall utilize safe, efficient, and competent employees in performing the work hereunder. Should the City reasonably object to an individual employee utilized by Vendor due to such employee's incompetence, dishonesty, abusive or disorderly actions or nature, Vendor agrees to promptly replace the individual with someone reasonably acceptable to the City.

ARTICLE 16. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with the laws of the State of Tennessee.

ARTICLE 17. JURISDICTION AND VENUE

Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the state courts located in Montgomery County, Tennessee, and both parties specifically agree to be bound by the jurisdiction and venue thereof.

ARTICLE 18. INSURANCE

(A) Vendor agrees to maintain at its' own cost throughout the term of this Agreement the following policies of insurance from a reputable insurance provider acceptable to the City:

(i) commercial general liability insurance for bodily injury or death and property damage on an occurrence basis, with coverage limits of at least five hundred thousand dollars (\$500,000.00) each occurrence, and one million dollars (\$1,000,000.00) general aggregate, and

(ii) automobile vehicle liability insurance for bodily injury or death and property damage, covering any auto, with coverage limits of at least five hundred thousand dollars (\$500,000.00), combined single limits, and

CGW Landscape Maintenance Services

(iii) workers compensation insurance in the current statutory maximum required amount.

(B) Vendor agrees to provide proof of said insurance to the City by way of a Certificate of Insurance, or such other form and manner acceptable to City, and to name City as an "additional insured" for such policies of insurance, and to provide immediate notification of the cancelation or termination of any such policy of insurance at least 30 days prior to said cancelation or termination of said policy of insurance. The receipt of any such certificate of insurance shall not be deemed to constitute agreement by the City that the insurance requirements provided herein have been fully met or that the insurance policies indicated on the certificate are in compliance with all the terms herein. Further, failure of the City to obtain certificates of insurance or other evidence of insurance from Vendor shall not be deemed to be a waiver by the City. Failure of the Vendor to obtain or to maintain the any insurance required herein shall be grounds for termination of this Agreement by the City at its' sole discretion. Vendor agrees that its' policies of insurance shall make provision whereby its' insurer(s) shall waive their rights of subrogation against the City, its' employees, elected or appointed officials, officers and agents. Vendor further represents its' express understanding and agrees that any insurance coverages and limits or exclusions, contained in any policies of insurance obtained by Vendor shall in no way limit the Vendor's liabilities or responsibilities specified herein or by law.

ARTICLE 19. TAXES

The City is a tax exempt entity and, as such, shall not be responsible for payment of any taxes of any type whatsoever.

ARTICLE 20. NOTICE

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be sent by certified or registered United States Postal Service mail, or a generally recognized public courier service, to the Vendor, LSI ATTN: Casey Moore, at

CGW Landscape Maintenance Services

its' principal office address,
204 River Hills Drive, Nashville TN; or to the City, City of
Clarksville, Gas and Water Department, ATTN: Garth Branch, Engineering
Division Manager or any successor, at its principal address, 2215 Madison
Street, Clarksville, TN 37043. Either party may change contact personnel by notifying
the other in writing of such change.

ARTICLE 21. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or nature, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

ARTICLE 22. SEVERABILITY

Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

ARTICLE 23. COMPLIANCE WITH LAW

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent

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with the intent of the parties as expressed in this Agreement. Vendor shall be responsible to secure at its' own cost all permits and licenses required by law, to pay all fees and charges required to be paid by law, and to give all notices necessary and required by law for the lawful procession of the work / services to be performed under this Agreement. Vendor shall comply with all federal, state and local statutes, laws, ordinances or regulations, as applicable to the work / services to be performed under this Agreement, to include but not limited to all traffic, environmental and safety laws.

ARTICLE 24. RESERVED

ARTICLE 25. RIGHT TO INSPECT RECORDS

Vendor agrees to maintain and preserve in legible condition any ledgers, documents, papers and records, to include computer files, which are directly pertinent to any work or services performed by Vendor hereunder, during the term or any subsequent renewal term, and for an additional period of three years beyond the end date or termination of the Agreement, to include any renewal term. Vendor agrees that the City, or any of its' duly authorized representatives, shall have access to any ledgers, documents, papers and records, to include computer files, of the Vendor which are directly pertinent to any work or services performed hereunder for audit or financial examination purposes, and Vendor agrees to cooperate with and make reasonable accommodation to City for such purposes. Vendor further agrees that failure to cooperate or to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this Agreement by City.

ARTICLE 26. HEADINGS

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

ARTICLE 27. ENTIRE AGREEMENT

This Agreement and the attached exhibit(s) represent the entire agreement between the parties with respect to the subject matter hereof. Should there be a conflict between the terms of this Agreement and any of the attached exhibit(s), the terms of this Agreement shall control. This Agreement may be amended only by written instrument signed by both parties.

ARTICLE 28. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which when fully executed shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement.

NOTHING FURTHER THIS PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Contractor: LSI

(Printed Name): Casey Moore

(Title): Business Developer

(Signature): [Signature]

Date: 7-23-2026

STATE OF TN)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, _____, president, officer, principal, owner and / or agent with authority to bind _____, and with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 23 day of July, 2026.

Patti Huffines
NOTARY PUBLIC

City of Clarksville

(Printed Name): Joe Pitts

(Title): Mayor, City of Clarksville

(Signature): _____

Date: _____



ATTEST:

Lisa Canfield, City Clerk

CGW Landscape Maintenance Services

EXHIBIT A

Project Requirements and Bid Form for CGW Landscape Maintenance Services

PROJECT REQUIREMENTS AND BID FORM

1.0 PROJECT REQUIREMENTS

1.01 The City of Clarksville Gas and Water Department is requesting quotes to provide landscape maintenance services at two locations; 1) CGW Main Complex at 2215 Madison Street, and 2) North Service Center at 111 Cunningham Lane. The scope of work is described below. Price shall include all labor, materials and equipment to perform the work.

- a. Shrub and Groundcover Pruning – Shrub and groundcover pruning shall occur one (1) time per year to maintain the natural or desired form of the plant and according to its intended usage in the landscape. Manual pruning methods will be implemented to encourage proper plant growth and promote plant health. The shearing method will be minimized and be utilized when the specific plant responds favorably to such an approach.
- b. Routine Maintenance Service – Designated plant beds shall continuously be kept free of weeds up to two (2) times per month and up to sixteen (16) times total during the growing season. Contractor shall utilize legally approved post-emergent herbicides as well as remove weeds by manual means to control weed growth in an effort to maintain a consistently neat appearance.
- c. Pre-Emergent Application (Plant Beds) – Granular pre-emergent herbicide shall be applied two (2) times per year (spring and fall) to all plant beds and tree saucers to help inhibit weed growth.
- d. Perennial Care – Perennial plants, ornamental grasses and liriope groundcover shall be cut back during the dormant and/or winter season as they become spent, to provide a neat appearance and promote next year's growth.
- e. Dormant Season Visits – Contractor shall visit the site two (2) times per month during the dormant season (December – February) to provide winter weed control in plant beds, as well as normal litter and landscape debris pickup within planting and lawn areas in an effort to maintain a neat appearance year-round.
- f. Mulch Application – Shredded pine bark or hardwood type mulch shall be applied once per year to all designated plant beds and tree saucers at a rate of about 2" depth.
- g. Trench Edging – Plant beds that border turf will be trench edged at the time of mulch application(s) to provide a defined appearance.
- h. Insecticide Treatment (Tree and Shrub) – Insecticide shall be applied up to three (3) times per year in order to prevent or correct insect damage to ornamental trees and shrubs. The principles of Integrated Pest Management (IPM) shall be adhered to.
- i. Tree and Shrub Fertilization – Ornamental trees, shrubs and groundcover will receive a granular slow release fertilizer once per year to promote plant health and vigor.

1.02 **THE VENDOR IS REQUIRED TO HAVE APPROPRIATE LICENSE/CHARTER TO APPLY HERBICIDE/PESTICIDE. PROOF OF APPROPRIATE LICENSE/CHARTER IS REQUIRED WITH THE BID. NO EXCEPTIONS.**

CGW Landscape Maintenance Services

2.0 VENDOR RESPONSIBILITIES

2.01 Vendor bears sole responsibility for any and all costs incurred in the preparation of bids for the work outlined in this bid document.

2.02 Familiarity of work - It is highly recommended that each bidder familiarize himself/herself with details regarding this project and visit the site of the project. Each bidding Vendor is considered to have examined the work to fully acquaint himself/herself with the exact existing conditions relating to the work and has fully informed himself/herself as to the work involved and the difficulties and restrictions attending the performance of this bid. Failure to do so will not relieve a bidding Vendor of his/her obligation to furnish all materials, labor and equipment necessary to carry out the work for the consideration set forth in this bid. The submission of a bid will be considered as conclusive evidence that the bidding Vendor has made such examination.

The City of Clarksville assumes no responsibility whatsoever with respect to ascertaining for the bidding Vendor such facts concerning physical characteristics relating to this project. The bidding Vendor agrees that he/she shall make no claim for and has no right to additional payment or extension of time for the completion of the work, or any other concession, because of any interpretations or misunderstanding on his/her part of this bid, or because of any failure on his/her part to fully acquaint himself/herself with all conditions relating to the work.

2.03 Vendor is to provide all labor, materials, equipment, and supervision necessary to complete the work in a manner that displays good workmanship prior to the expiration of this contract.

2.04 Vendor is responsible to coordinate with Clarksville Gas and Water Department when performing the work, including material delivery.

2.05 Vendor is to comply with all applicable Federal, State of Tennessee, and local regulations and laws regarding worker health and safety, public health, transportation, and waste disposal/recycling. Vendor is to provide all Personal Protective Equipment to employees to meet above regulations.

2.06 Vendor is to repair any incidental damage that occurs during performance of the work.

2.07 Bidding Vendors' companies are to be fully capable and experienced in the work described in this contract. Each staff member performing the said labor is to be professionally experienced in this type of work.

2.08 **THE VENDOR IS REQUIRED TO HAVE APPROPRIATE LICENSE/CHARTER TO APPLY HERBICIDE/PESTICIDE. PROOF OF**

CGW Landscape Maintenance Services

**APPROPRIATE LICENSE/CHARTER IS REQUIRED WITH THE BID.
NO EXCEPTIONS.**

3.0 QUESTIONS AND ADDENDA

All questions regarding this bid are to be directed to Garth Branch via email at garth.branch@clarksvilletn.gov. Questions will be gathered and answers provided to all Vendors via Addenda from the City of Clarksville Purchasing Department.

4.0 INVOICES

Invoices shall be emailed to Cheyenne Dyson (cheyenne.dyson@clarksvilletn.gov) and the accounting department at (cgwnp@cityofclarksville.com). The invoice will be reviewed for accuracy, and after inspection and acceptance of workmanship, payment will be made within thirty (30) days from receipt of each invoice.

5.0 GENERAL TERMS AND CONDITIONS

The City is not responsible for mail that is not delivered in a timely manner by the United States Postal Service, any delivery service (i.e. UPS, FedEx, etc.) or emails that are sent by the City that end up in a vendor's spam or junk mail.

All bids/proposals must be returned by the date and time specified to 1 Public Square, Suite 301, Clarksville, TN. Completed sealed responses shall be in the hands of the Purchasing Department personnel by the date and time specified or it will be considered late. It is the vendor's responsibility to ensure that their bid/proposal complies with all requirements and is received by the Purchasing Department prior to the date and time of the official opening. The official time clock is on the wall in the Purchasing Department.

The City will not award a bid, proposal, contract, etc. to any vendor that is in arrears to the City on a debt, contract, or judgment or who is otherwise in default to the City.

More than one bid/proposal for the same work/product from an individual or entity under the same or different names will not be considered and shall result in rejection of all bids/proposals in which that bidder has an interest. Alternate bids will not be considered unless specifically called for in the bid/proposal.

The City of Clarksville's payment terms are net 30. We will not pay for any goods or services in advance of receipt and inspection. If you are unable to comply with these terms, we require that you not place a bid. Any bid or request for proposals not accepting these terms will be considered non-responsive and not acceptable.

TCA 12-4-113 prohibits addenda to bid documents within less than 48 hours of a bid opening, and to require that questions concerning bid documents must be received no less than 96 hours before the bid opening date excluding weekends and legal holidays. All questions shall be in writing to the contact name provided. **THEREFORE THE LAST**

DAY TO ASK QUESTIONS IS CLOSE OF BUSINESS ON JULY 24, 2026 AND THE LAST DAY AN ADDENDUM WILL BE ISSUED IS JULY 28, 2026. This shall not apply to department of transportation contracts or any state or local agency contracts funded in whole or in part with state or federal highway funds. It is the responsibility of the vendor to check with the City to see if any addenda have been issued.

The City reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. The City may also reject the bid of any bidder if the City believes that it would not be in the best interest of the project/bid to make an award to that bidder. The City also reserves the right to waive all informalities not involving price, time, or changes in the work and to negotiate contract terms with the successful bidder. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract. Any or all bids may be rejected for good cause.

All purchases competitively bid shall be awarded to the lowest and best bidder taking into consideration adherence to and/or performance on prior projects, projected timeline of any deliverables and/or the quantities of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the city, and the delivery terms.

6.0 UNIT PRICE BID - Bidder will complete the following Work in accordance with the Contract Documents at the following unit prices.

Item No.	Description	Number of Occurrences per Year	Unit Price	Extended Price
1	CGW Main Complex – 2215 Madison Street			
1A	Shrub and Groundcover Pruning	1	\$ 270	\$ 270
1B	Routine Maintenance Service	16	\$ 190	\$ 3,040
1C	Pre-Emergent Application (Plant Beds)	2	\$ 370	\$ 1,110
1D	Perennial Care	1	\$ 270	\$ 270
1E	Dormant Season Visits	6	\$ 170	\$ 1,020
1F	Mulch Application	1	\$ 2,100	\$ 2,100
1G	Trench Edging	1	\$ 70	\$ 70
1H	Insecticide Treatment (Tree and Shrub)	3	\$ 110	\$ 330
1I	Tree and Shrub Fertilization	1	\$ 130	\$ 130
2	North Service Center – 111 Cunningham Lane			
2A	Shrub and Groundcover Pruning	1	\$ 220	\$ 220
2B	Routine Maintenance Service	16	\$ 80	\$ 1,280
2C	Pre-Emergent Application (Plant Beds)	2	\$ 80	\$ 160
2D	Perennial Care	1	\$ 90	\$ 90
2E	Dormant Season Visits	6	\$ 45	\$ 270
2F	Mulch Application	1	\$ 750	\$ 750
2G	Trench Edging	1	\$ N/A	\$ N/A
2H	Insecticide Treatment (Tree and Shrub)	3	\$ 60	\$ 180
2I	Tree and Shrub Fertilization	1	\$ 50	\$ 50
TOTAL BID PRICE (Equal to the Sum of Items 1A through 2I)				\$ 11,340

CGW Landscape Maintenance Services

REQUIRED GENERAL CONDITIONS ACKNOWLEDGEMENTS

This acknowledgement must be signed and returned with your submission. Failure to do so shall result in your bid / proposal being rejected.

Attestation of Illegal Aliens

Vendors must sign the attached form in reference to the Contractor's Attestation of Illegal Immigrants or Aliens, pursuant to Tennessee Code Annotated § 12-3-309, and Section 6-105 of the Official Code of the City of Clarksville. Failure to sign and properly attest this form shall be cause for rejection of the vendor's bid / proposal. **ABSOLUTELY NO EXCEPTIONS.**

City of Clarksville's Contractor's Safety Program

The attached City of Clarksville's Contractor's Safety Program must be filled out and signed by each vendor for any bids or proposals offered to the City. Failure to do so shall result in the vendor's bid / proposal being rejected. **ABSOLUTELY NO EXCEPTIONS.**

Conflict of Interest

I hereby certify that this bid/proposal is submitted in conformance with the City of Clarksville's conflict of interest restrictions. No employee of the City of Clarksville, officer, agent, any member of an employee's immediate family or his or her partner has any financial interest or a tangible personal benefit in the profit of any contract, service or other work performed as a result of my submission of this bid/proposal. A conflict of interest would also arise when the parties indicated herein are employed or about to be employed by the person or company submitting this bid/proposal. Additionally, no party indicated herein has an indirect interest in the contract, which is the subject of this bid/proposal*.

In the event I am providing a service** to the City of Clarksville, I certify that I have no conflict of interest relating to the service to be provided pursuant to this Request for Proposals (RFP), Request for Qualifications (RFQ) or the project/work.

Should a conflict arise at any time during the duration of the contract, agreement, etc., it is the vendor's responsibility to inform the City of said conflict within 30 days.

Therefore, the undersigned (corporation, partnership, limited liability company, or other business organization or individual) has no conflict of interest, or potential conflict of interest in connection with this proposal or in connection with any contract executed or to be executed, concerning or with response to this RFP/RFQ for this project/work.

* "Indirect Interest" means any contract in which an employee has no direct interest however a spouse or relative has an interest in the contract. *A conflict of interest exists if a spouse or relative commingle their assets.* Examples of commingling assets include sharing a joint-checking account or jointly owned property together with a company or person doing business with the City of Clarksville.

** "Service Vendors" include but are not limited to: architects, engineers, appraisers, surveyors, accountants, etc.

Iran Divestment Act

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this response, each

company and each person signing on behalf of any company certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to § 12-12-106 in reference with the Iran Divestment Act.

This act prohibits a person identified on the list from bidding or contracting with a local government and makes any contract entered into void.

The State of Tennessee list can be found at:

<https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-/library-/public-information-library.html>.

Non-Boycott of Israel Affidavit (TCA 12-4-1 et seq.)

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid / proposal, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint bid / proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not boycotting Israel pursuant to § 12-4-1 and will not during the full term of any award.

Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

- ☐ This solicitation does not apply to my company. The total cost is less than \$250,000 and we do not have 10 or more employees.

DRUG-FREE WORKPLACE AFFIDAVIT

- ☒ I hereby state that, as an employer, I have adopted a Drug-Free Workplace policy, which meets the criteria set forth by the Tennessee Department of Labor and Workforce Development and at a minimum the requirements of the City of Clarksville's Drug-Free Workplace program, which includes pre-employment drug testing, reasonable suspicion drug testing and, when applicable, compliance with the U.S. Department of Transportation Procedures for Transportation Workplace Drug Testing Programs as specified in Title 49 of the Code of Federal Regulations (CFR) Part 40 and Title 49 CFR Part 199.

Said Drug-Free Workplace program is in compliance with the Tennessee Drug-Free Workplace Act, Tennessee Code Annotated §50-9-101 *et sequentia*.

☐ I hereby state that I employ less than five (5) employees, and I am not required to submit the Drug-Free Workplace Affidavit.

Tennessee Procurement Protection Act (TCA Title 4, Chapter 45 et seq.)

Each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on The United States Department of Commerce "foreign adversary" list at 15 CFR 791.4.

This is applicable only to contracts for information and communication technology.

☒ This solicitation is not for information or communication technology.

The list of foreign adversaries as defined in 15 CFR 791.4 can be found here:

<https://www.ecfr.gov/current/title-15/subtitle-B/chapter-VII/subchapter-E/part-791/subpart-A/section-791.4>.

Eligibility

The respondent is eligible for public contracts because no convictions, guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with the State of Tennessee or any political subdivision thereof have occurred.

General

Respondent fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.

Such offer is genuine and is not a sham or unbalanced offer.

Neither the said respondent nor any of its officers, partners, owners, agents, representatives, or

employees, including this authorized agent, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other respondent, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other respondent, or to secure

through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Clarksville or any person interested in the proposed award or agreement.

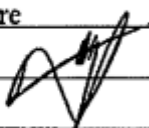
The prices quoted in the attached bid / proposal are fair, proper and not tainted by any collusion, conspiracy, or unlawful agreement on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest, including this authorized agent.

No Contact / No Advocacy Affidavit

After this solicitation is issued, contact initiated by any respondent with any City of Clarksville representative concerning this bid / proposal is prohibited except for communication with the Purchasing Department or the contact person listed in the solicitation. My signature signifies that no unauthorized contact occurred.

To ensure the integrity of the review and / or evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to City of Clarksville staff or any City Council representative. My signature signifies that no unauthorized advocacy occurred or will occur.

The undersigned hereby acknowledges receipt of these general conditions and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements. Failure to properly acknowledge issues concerning the above is grounds for submittal rejection and may subject the signer to penalties as directed by the appropriate laws. By signing this document, I further acknowledge that I am an authorized agent of said company below and therefore authorized to bind my company.

Company Name	LSI
Contact Person	Casey Moore
Signature	
Date	7-23-2026

CONTRACTOR'S ATTESTATION REGARDING ILLEGAL IMMIGRANTS or ALIENS

Pursuant to Tennessee Code Annotated § 12-3-309, and Section 6-105 of the Official Code of the City of Clarksville, I (We), the Contractor Identified below, hereby attests, certifies, warrants and assures that I (We) will not knowingly utilize the services of any illegal immigrant or alien in the performance of this Contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant or alien in the performance of this Contract.

Company Name: LSI

Contractor's Authorized Agent: Casey Moore

(Printed Name)

Contractor's Authorized Agent: 

(Signature)

Date: 7-23-2026

CITY OF CLARKSVILLE CONTRACTOR SAFETY PROGRAM

1. PURPOSE

This program is designed to set safety and health expectations and establish a screening process so that The City of Clarksville may hire and use Contractors who accomplish the desired job tasks without compromising the safety and health of employees. The Contractor must assure that contract employees are trained on: performing the job safely, of the hazards related to the job, and other applicable provisions of the OSHA Standards. The program is a systematic approach that must be used to evaluate Contractor personnel used in the conduct of business at the City of Clarksville.

The City of Clarksville does not take responsibility for the safety of the Contractor's employees. Nor does the City take responsibility for instructing Contractors on how to perform work. Rather, this program spells out what is expected of Contractors conducting work for the City of Clarksville.

Contractors are defined as non-city government individuals or businesses that are retained by the City to provide specific labor or services.

2. RESPONSIBILITIES OF THE CONTRACTOR

Contractor compliance with all state and federal occupational safety and health standards is a condition of doing business with the City of Clarksville. Contractors have the responsibility to:

- Conduct daily safety inspections of all assigned areas.
- Identify and correct hazards within their responsibility and report hazards to the city.
- Provide Contractor employees with personal protective equipment as needed to safely perform contracted tasks.
- Ensure Contractor employees have the training for assigned tasks as is required by state and federal occupational safety and health standards.
- Coordinate with City Health and Safety Manager for safety related issues that may affect city operations.
- Establish and maintain an effective safety and health program for contractor employees.
- Establish and maintain an effective safe housekeeping program.
- Make available for inspection by the City any written safety programs, safety data sheets, training records and other safety-related documents.

3. MONITORING AND INSPECTIONS

All Contractors and subcontractors working under contract with the City of Clarksville are subject to regular safety, health and environmental monitoring by the City.

4. HAZARDOUS CHEMICAL / SUBSTANCE NOTIFICATION

Contractors must follow state and federal Occupational Safety and Health Administration Hazard Communication standard requirements including use, safe handling and storage of chemicals. Contractors are required to inform the City of all hazardous substances which may be brought on to City property, including providing the most current Safety Data Sheet (MSDS)/(SDS) for each substance. All spills and leaks of hazardous chemicals shall be immediately reported to the City Health & Safety Manager.

5. WORK ZONE TRAFFIC CONTROL

All Contractors conducting work which involve traffic control in the public way shall comply with the Federal Highway Administration's Manual on Uniform Traffic Control Devices. The City Traffic Engineer (931-645-7464) should also be contacted prior to commencing operations. This measure is to insure the safety of workers and the public.

6. DUE REGARD FOR THE PUBLIC

All Contractors and their employees while engaged in work for the City of Clarksville shall exercise due regard and reasonable care for the safety of the public.

7. CONTACT INFORMATION FOR CITY HEALTH & SAFETY MANAGER

Contact the City Health and Safety Manager at One Public Square, Clarksville, TN 37040, (931) 645-7451, Email: jarry.tennant@cityofclarksville.com

CDE Health & Safety contact – Keith Cutshall (931) 905-7250 ext. 250
Email: kcutshall@clarksvilledc.com

Gas & Water Health & Safety contact – Bronson Gibbs (931) 645-2565 ext. 1406
Email: Bronson.Gibbs@cityofclarksville.com

8. ENVIRONMENTAL, SAFETY AND HEALTH SOURCES OF INFORMATION

TENNESSEE OSHA: WWW.TN.GOV/LABOR-WFD/TOSHA.HTML

FEDERAL OSHA: WWW.OSHA.GOV/

TENNESSEE DEPARTMENT OF ENVIRONMENTAL CONSERVATION:
WWW.TENNESSEES.GOV/ENVIRONMENT/

Contractor Safety Information

PURPOSE: The purpose of this questionnaire is to provide The City of Clarksville with necessary information about your company's safety program and performance. All items must be completed.

Company Name: LSI

Address: 204 River Hills Drive, Nashville TN

Safety Director: Jimmy Weyant
(Person responsible for safety)

Phone #: 931-527-0369

Email: JimmyWeyant@LSIPros.net

1) Accident/Injury Experience

Using last year's OSHA 300 Log or Worker's Compensation Documentation, fill in the following:

- i) Number of recordable injuries/illnesses 13
- ii) Number of restricted work days 52
- iii) Number of lost work days 6
- iv) Number of fatalities 0
- v) Employee hours worked last year 827,047.56
- vi) Number of injuries/illnesses requiring hospitalization 6

2) Safety Program

- i) Does your company have a written safety program?

Yes x No

- ii) Is the program revised/updated annually?

Yes x No

- iii) Does your written program contain a statement that your company abides by all federal (OSHA), state and local rules and regulations relating to safe work practices?

Yes x No

- iv) Do you have a new hire orientation program pertaining to safety training?

Yes ☒ No ☐

- v) Does It Include any training on the following? (If your company has a handbook, please submit a copy).

Yes ☒ No ☐

Head Protection	Emergency Procedures
Eye Protection	Hazardous Substances
Hearing Protection	Trench & Evacuation
Respiratory Protection	Barricades
Fall Protection	Electrical Safety
Scaffolding	Rigging & Crane Safety
Housekeeping	Hand & Power Tool Safety
Fire Protection	Hand Protection
Confined Space Entry	Others

- vi) Do you have a foreman safety training program?

Yes ☒ No ☐ If yes, please include an outline.

- vii) Do you conduct regular safety meetings? Yes ☒ No ☐

- viii) How often? Are records kept? Yes ☒ No ☐

- ix) Do you generate accident investigation reports? Yes ☒ No ☐

- x) Do you perform project safety inspections?

Yes ☒ No ☐

Who conducts them? Name Chris Cavey

Job Title Operations Manager

How often? Weekly

3) Lockout/Tagout

Does the work that you are submitting a bid for, involve any "Lockout/Tagout" situations?

Yes ☒ No ☐

If yes, please submit a copy of your written Lockout/Tagout procedures.

4) Hazard Communication

Does the work that you are submitting a bid for, involve the use of any "Hazardous Substances"?

Yes _____ No X

If yes, please submit a copy of your written hazard communication program and material safety data sheets for any hazardous substance that you will be using in your work.

5) Confined Spaces

Does the work you are bidding involve working in a "Confined Space"?

Yes _____ No X

If yes, include your work plan, copies of training certification of the pertinent employees, entry permit and who will be in the confined space permit-required.

6) Elevated Work and Fall Protection

Does the work that you are submitting a bid for, involve any "Elevated Work"?

Yes _____ No X

If yes, please submit a copy of your fall protection and elevated work rules policy.

7) Powered Industrial Vehicles

Does the work that you are submitting a bid for, involve the use of any powered industrial vehicles? (i.e., fork trucks, highlifts, etc.)

Yes X No _____

Have designated people been trained on such?

Yes X No _____

8) Respiratory Compliance

Does your company have a written respiratory program or policy?

Yes _____ No X

Have employees been fit tested quantitatively or qualitatively?

Yes _____ No X

Do you have established medical surveillance procedures?

Yes _____ No X

What type of respiratory training has your employee had?

What type of respiratory equipment are they permitted to wear?

9) Key Personnel

List the key onsite people you would use for this project.

Name: Jimmy Weyant

Title: Branch Manager

Name: Chris Cavey

Title: Operations Manager

For City Use Only

Recommendations:		
Comments:		
Authorization		
Approved:	*YES	NO

*Further detailed on attachment: YES____ NO____

I certify that I have conducted a review of the information contained in this questionnaire and approved the contractor for the above described work.

Name:			
Title:			
Signature:			
Date:		Time:	

**CONTRACTOR / CONSULTANT / SERVICE PROVIDER ACKNOWLEDGEMENT OF RECEIPT OF
CITY OF CLARKSVILLE CONTRACTOR SAFETY PROGRAM**

Company Name: LSI

Contractor's Authorized Safety Representative: Jimmy Weyant

I acknowledge receipt of and agree to comply with the City of Clarksville's Contractor Safety Guidelines. I will also make employees and subcontractors aware of City's safety expectations and requirements.

I understand that any accidents, injuries, or property damage will be reported to the City Health and Safety Manager within three (3) days.

I also understand that any questions regarding the program can be directed to the contracting department head and/or the City Health & Safety Manager.

I certify that all personnel conducting work have been trained in accordance with Occupational Safety and Health Administration regulation: 29 Code of Federal Regulations § 1910/1926.

Authorized Representative (Printed): Jimmy Weyant Date: 7-23-2026

Signature of Authorized Representative: 

RIGHT TO AUDIT

Contractors shall establish a reasonable invoice accounting system which enables ready identification of contractor costs of goods and use of funds. The City or its representative may audit the contractor's records anytime before four (4) years after final payment (or until all disputed claims have been settled, whichever is longer) to verify the City's payment obligation and the use of City's funds. This right to audit shall include subcontractors from whom goods or services are subcontracted by the contractor. Contractor shall ensure the City has these rights with subcontractors. Any disputed claims will be verified by an independent auditor at the cost of the City unless the contractor is found to have overcharged the City in which case the contractor will pay the cost of the audit as well as repay all overcharges.

BUSINESS LICENSE REQUIREMENT

Prior to award to Classification 4 vendors, the winning bidder must provide the City of Clarksville proof of both a valid City of Clarksville and a valid Montgomery County business license. Classification 4 is "each person engaged in the business of contracting, performing a contract or engaging in any of these activities, or similar activities for monetary gain: exterminating, installing personal property; constructing, building, repairing, excavating, drilling, or adding to any building, street; electrical system, air conditioning, heating... and any other improvement or structure or any part thereof." For a complete list of Classification 4 activities or for questions about your classification please consult the Tennessee Department of Revenue website. If you have any questions regarding Clarksville business license please call 931-645-7435. You may also contact the Tennessee Department of Revenue at 1-800-342-1003.

For all other classifications of business licenses, the successful vendor may still be required to secure the necessary business licenses referenced above.

CONTRACTING WITH MINORITY BUSINESSES

The City of Clarksville shall take all necessary steps to assure that minority businesses, women's business enterprises and labor surplus area firms are given equal opportunity to bid on City projects. And further, equal opportunity shall be given to contract with the City for any good or service.

CIVIL RIGHTS

Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA/FHWA/DOT may issue.

In compliance with Executive Order 13950, the City will not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating. Any vendor awarded a contract with the City of Clarksville where federal dollars are used, shall also comply with Executive Order 13950.

CERTIFICATION OF ELIGIBILITY UNDER THE DAVIS-BACON ACT

(a) By the submission of this proposal, the offeror certifies that neither it nor any person or firm who has an interest in the offeror's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

BIDDER REGISTRATION

In order to do business with the City of Clarksville, vendors must register with the Purchasing Department through our Vendor Registration system, powered by Vendor Registry. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid. You may access the vendor application through our web site at <https://www.cityofclarksville.com/210/Vendor-Information-Application>.

The City of Clarksville is an equal opportunity provider and employer.



**City
of
Clarksville**

Garth Branch <garth.branch@clarksvilletn.gov>

Pesticide License for Bid #4906 Landscape Services Maintenance Agreement

1 message

Lauri Morrison <lauri.morrison@clarksvilletn.gov>
To: Garth Branch <garth.branch@clarksvilletn.gov>
Cc: Jennifer Kaiser <jennifer.kaiser@clarksvilletn.gov>

Tue, Aug 4, 2026 at 2:40 PM

Garth,

LSI's pesticide license has been verified and is current.

Thank you,

Lauri Morrison, MA
Senior Purchasing Specialist
Purchasing Department
[1 Public Square, Suite 301, Clarksville, TN 37040](#)
Office: [931-648-6100](#) ext. 5254



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2025

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 Brown & Brown Insurance Services, Inc. 6 Cadillac Drive, Suite 200 Brentwood TN 37027		CONTACT NAME: Tasha Felts TIA PHONE (A/C, Ho, Ext): (615) 385-2860 FAX (A/C, No): (615) 385-8360 E-MAIL ADDRESS: Tasha.Felts@bbrown.com	
INSURED Landscape Services, Inc. 204 River Hills Dr. Nashville TN 37210		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Travelers Casualty and Surety Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25674 19038	

COVERAGES

CERTIFICATE NUMBER: 25/26 Landscape Services

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			TJEXGL0T012337TIL25	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			TC2JCAP-3P390756-TIL-25	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ 10,000			CUP-0W036142-25-NF	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	UB-4S050569-25-51-K	10/01/2025	10/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			QT-630-4S014177-TIL-25	10/01/2025	10/01/2026	Leased/ Rented Equip \$200,000 Deductible \$1,000

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

Certificate holder is included as Additional Insured on the General Liability, Automobile and Umbrella policies on a Primary and Non-Contributory basis as required by written contract. A Waiver of Subrogation applies on all policies as their interest may be per written contract. A 30 Day Notice of Cancellation applies. The Umbrella policy follows form of the General Liability (including completed operations), Automobile Liability, and Workers' Compensation policies.

CERTIFICATE HOLDER

Clarksville Water & Gas Dept
2215 Madison St.

Clarksville TN 37043

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

SERVICES AGREEMENT

Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

This Services Agreement ("Agreement") is made and entered into by and between Andritz Separation Technologies Inc., hereinafter called "Vendor", a corporation organized and existing under the laws of the State of Texas and authorized to conduct business within the State of Tennessee, and the City of Clarksville, Tennessee, hereinafter called "Owner", a municipal corporation and political subdivision of the State of Tennessee.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor and Owner agree to the terms and conditions set forth herein.

1. Services and Due Diligence

- 1.1 The Vendor shall provide Owner with services in connection with the project as described in the Scope of Services (Attachment A), hereinafter called "Project" and shall use the standard of care typically exercised in conducting services outlined in the Scope of Services (Attachment A).
- 1.2 The parties agree that time is of the essence to this Agreement. Vendor agrees to proceed with performance of the services with due diligence and complete the Project in a timely manner unless completion is delayed by a cause specified herein for which expeditious completion would be excused.
- 1.3 The parties agree the conditions and each parties' obligations under this Agreement are contingent upon the execution of Change Order #3 (CO #3) between Cumberland Valley Constructors and the City of Clarksville. Thus, the conditions and obligations included herein are not triggered until CO #3 is signed by Cumberland Valley Constructors and the City of Clarksville.
- 1.4 The parties agree the conditions and each parties' obligations under this Agreement are contingent upon the execution of Change Order #9 (CO #9) between Cumberland Valley Constructors and Andritz Separation Technologies Inc.. Thus, the conditions and obligations included herein are not triggered until CO #9 is signed by Cumberland Valley Constructors and Andritz Separation Technologies Inc.

2. Schedule of Services

Vendor shall start and complete the services as set forth in the Scope of Services (Attachment A). Vendor shall perform the services in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Vendor's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with Article 8 of this Agreement.

3. Commencement and Completion

Owner shall give Vendor a Notice to Proceed for the Project and, if applicable, written authorization for each phase of services as outlined in the Scope of Services (Attachment A) prior to Vendor commencing

work. Authorization to proceed may be in writing, by email or verbal with subsequent confirmation in writing or by email. Vendor will perform services and provide deliverables within a reasonable time consistent with the industry and nature of the work and in accordance with the Agreement.

4. Owner's Responsibilities

Owner shall:

- 4.1. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decision with respect to materials, equipment, elements and systems pertinent to the Vendor's services for the Project and to bind the Owner with respect to these items. Vendor may rely on information and instructions provided by Owner's representative. Henceforth, all references in this Agreement to "Owner" will mean Owner or Owner's representative.
- 4.2. Upon request from the Vendor, provide all criteria and full information as to the Owner's requirements of the Project, including project objectives/constraints, space, capacity and performance requirements, flexibility and expandability as well as any budgetary limitations, and furnish copies of all standards which the Owner will require in the work products.
- 4.3. Assist Vendor by placing at its disposal all available information pertinent to the Project, such as reports, data, studies, plans, specifications, documents, information on surface and subsurface site conditions, and any other information required by Vendor for proper performance of its services. Vendor shall not solely rely upon Owner-provided documents and information in performing the services required under this Agreement, and shall investigate information further as deemed necessary in Vendor's opinion.
- 4.4. Unless otherwise noted in the Scope of Services (Attachment A), acquire all real estate interests and provide right-of-entry to all property necessary for Vendor to perform services required for this Project.
- 4.5. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the Vendor to the Owner, and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- 4.6. Furnish all required approvals and permits from all governmental authorities having jurisdiction over the Project, and such approvals and consents from others as may be necessary for completion of the Project, except as specifically excluded herein or otherwise noted in the Scope of Services (Attachment A).
- 4.7. Make decisions and carry out its other responsibilities in a timely manner so as not to delay the Vendor's performance of its services.
- 4.8. Give prompt written notice to the Vendor whenever Owner observes or otherwise becomes aware of any development which may affect the satisfactory completion of the Project or

whenever it otherwise becomes apparent that any defects exist in the performance by Vendor of the work associated with the Project.

- 4.9. Assist in gaining access to the Owner's systems and make all provisions for the Vendor to enter upon public and private lands as required to perform surveys and work essential to the Project.
- 4.10. Provide, as reasonably necessary, appropriate personnel to accompany Vendor to Owner facilities.

5. Payment for Services

Owner shall compensate Vendor for services rendered according to the Fee Schedule (Attachment B).

6. Payment Terms

Owner agrees to pay all undisputed invoices within thirty (30) days of receipt.

7. Invoicing

- 7.1. Invoices shall be submitted by the Vendor to the Owner on a monthly basis for services performed during a calendar month no later than the 15th day of the following month.
- 7.2. Vendor will provide Owner with detailed monthly invoices for all services performed under the terms of this Agreement. Monthly invoice statements shall include the total contract fee, total fee billed to date and remaining fee under the Agreement. Vendor will submit to the Owner monthly invoices based on an agreed to schedule of values as specified in the Fee Schedule (Attachment B).
- 7.3. All invoices shall include progress reports for services performed during the billing period.
- 7.4. Upon completion of services, Vendor shall submit a final invoice to Owner for review. Once approved, the Owner shall pay to Vendor all compensation due to Vendor less the total of all previous progress payments made. In no event shall Owner make final payment to Vendor unless and until Vendor has performed and completed all services required herein and same has been approved by Owner.

8. Modifications and Adjustments

- 8.1 The Owner reserves the right, without impairing this Agreement, to modify the scope, extent or character of the Project, necessitating modification to the Scope of Services (Attachment A) and/or Fee Schedule (Attachment B). In each case and prior to beginning performance on the aforementioned modification, the Scope of Services (Attachment A) will be revised in a manner mutually acceptable to the Vendor and Owner, and the Fee Schedule (Attachment B) will be equitably adjusted to accommodate the changes.
- 8.2 Any change to the Scope of Services (Attachment A) and/or the Fee Schedule (Attachment B) will be documented in the form of a written Contract Change Order in compliance with latest

Owner policy regarding contract change orders and will become part of this Agreement once fully executed.

- 8.3 Should the Vendor and Owner be unable to agree on modifications to the Scope of Services (Attachment A) and/or Fee Schedule (Attachment B), Vendor or Owner shall have the right to deny changes to the scope of services with seven (7) days written notice provided.

9. Project Time and Date Changes

- 9.1. Should completion of the services be delayed for cause(s) beyond Vendor's responsible control, including, but not limited to, force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
- 9.2. If specific periods of time for rendering services are set forth in the Scope of Services (Attachment A) or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of Vendor, then the time for completion of Vendor's services shall be subject to equitable adjustment.

10. Confidentiality

The Vendor shall not disclose or permit disclosure of any information specifically designated by the Owner as confidential, except to its employees and other subconsultants and/or subcontractors who need such information in order to properly execute the services of this Agreement. Any confidentiality obligation is limited to the extent allowed under the Tennessee Open Records and Open Meetings Acts. It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- a. Information already in the public domain;
- b. Information disclosed to Vendor by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of Vendor before entering into this Agreement;
- d. Information developed by Vendor through its work with other clients; and
- e. Information required to be disclosed by law or regulation, including, but not limited to, subpoena, court order or administrative order.

Owner acknowledges and agrees that to the fullest extent permitted by applicable law, it shall maintain the confidentiality of Vendor's proprietary and confidential information furnished to Owner in Vendor's performance of this Agreement.

11. Documents, Records and Audit

- 11.1. All written documentation or other forms of project data or records relating to the Project which is prepared or obtained under the terms of this Agreement shall be the property of the Owner. No documentation relating to the Project shall be delivered or otherwise disclosed or made available to any third party without the prior written approval of the Owner. Upon completion of the Project, the work product, i.e. the drawings, reports, documents and other material provided to the Owner by the Vendor, shall become the property of the Owner. The Owner shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

- 11.2. All documents furnished by the Vendor pursuant to this Agreement are instruments of its services with respect to the respective Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any modification or reuse without specific written verification or adaptation by the Vendor is not allowed.
- 11.3. The Vendor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice.
- a. The Owner or its representatives may audit all financial and related records associated with the terms of the Agreement or Task Orders issued under this Agreement including timesheets, reimbursable out of pocket expenses, materials, goods and equipment invoiced by the Vendor.
 - b. The Vendor shall at all times during the term of the Agreement and for a period of five (5) years after the end of the Agreement keep and maintain records of the work performed pursuant to this Agreement. This shall include proper records of related quotations, contracts, subcontracts, correspondence, invoices, vouchers, timesheets and other documents that support actions taken by the Vendor.
 - c. All related financial records shall be maintained in accordance with generally accepted accounting principles.
 - d. The Vendor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Owner or its representatives at reasonable times. Vendor further agrees that failure to cooperate or to carry out the requirements set forth in Paragraph 11.3. shall constitute a breach of contract and may result in termination of this Agreement by the Owner.
 - e. The obligations of this Paragraph 11.3. shall be expressly included in any subcontracts or agreements formed between the Vendor and any subconsultants, subcontractors, or suppliers of goods, materials or services to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to the Owner under this Agreement.
 - f. Costs of any audits conducted pursuant to Paragraph 11.3. and not addressed elsewhere will be borne by the Owner unless the audit identifies findings that show Vendor invoiced unsubstantiated charges, in which case the Vendor shall reimburse the Owner for the total costs of that audit as well as repay all overcharges.
 - g. Paragraph 11.3. shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Owner may have pursuant to law.
- 11.4. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by either party, shall be retained by both parties until the claim has been resolved.

12. Service Standards

- 12.1. Vendor shall furnish services using that degree of skill and care ordinarily exercised by and consistent with industry standards and to the level of skill generally acceptable in the industry with regard to services of this kind.
- 12.2. If the Vendor or its subcontractor(s) or its subconsultant(s) fails to meet these standards, Vendor shall promptly cure any such deficiencies.

- 12.3. Vendor shall utilize safe, efficient, and competent employees, subcontractor(s) and/or subconsultant(s) in performing the Services hereunder. Should the Owner reasonably object to an individual employee, subcontractor and/or subconsultant utilized by Vendor, Vendor agrees to promptly replace the individual, subcontractor and/or subconsultant with someone reasonably acceptable to the Owner.
- 12.4. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Vendor's services. Vendor shall correct any such deficiencies in the technical accuracy without additional compensation.
- 12.5. The Vendor shall periodically request and/or attend conferences with the Owner's representative for the Project to ensure that the work is being performed by the Vendor or its subcontractor(s) or its subconsultant(s) in a satisfactory manner and in accordance with Owner standards and Project requirements. Unless otherwise specified in the Scope of Services (Attachment A) the Vendor shall prepare progress schedules for the work and shall submit monthly progress reports based on such schedules to the Owner.

13. Successors, Assigns and Beneficiaries

Each party binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement. Vendor shall not assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the Owner. Any such purported or attempted assignment shall be void. This Agreement shall be binding upon the parties' respective successors and permitted assigns. Nothing in this paragraph shall prevent Vendor from employing independent professional associates and consultants to assist in the performance of the services hereunder.

14. Rights and Benefits

Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Vendor.

15. Indemnity

Conditioned upon Owner providing Vendor with prompt written notice of the claim, and affording Vendor the sole right to control the defense and settlement thereof (except as set forth below), Vendor agrees to indemnify, defend, and hold harmless Owner, its elected or appointed officials, officers, employees, agents, individually and in their official capacities, and any legal or administrative body thereof, from and against any and all third-party claims (except for any such of the following as are asserted by Cumberland Valley Constructors, Inc, as well as its officers, directors, employees, subcontractors, Vendors or affiliated companies, which Owner acknowledges and agrees are not indemnified hereunder), actions, demands, suits, judgments, proceedings, damages, penalties, fines, interest, costs, attorney's fees, expenses, and liabilities of any kind, including claims for declaratory or injunctive relief or specific performance, arising out of or relating to: (a) any default or material breach of any term, provision, covenant, warranty, or representation of Vendor contained in this Agreement; or (b) the negligent, reckless, intentional, or otherwise wrongful acts or omissions, or other legal fault, of Vendor or its employees, agents, representatives, subcontractors, or subconsultants that result in death or bodily injury to any person or damage to any real or personal property; provided, however, that Vendor's obligation to indemnify Owner for any judgment, settlement, damage, loss or expense shall apply only to the extent of Vendor's actual fault, and Vendor's duty to defend shall arise upon the assertion of any claims, alleging facts that, if proven, would fall within the scope of this Section. Owner at its expense shall have the right to participate in the defense of any covered claim; however, Vendor shall not settle any claim

affecting Owner or imposing any obligation upon Owner without Owner's prior written consent.

16. Litigation Testimony

Except as provided in Article 15 above, should the Vendor be requested to provide testimony with regard to litigation brought against the Owner in connection to the services performed by the Vendor pursuant to this Agreement, the Owner shall reimburse the Vendor for time and expenses incurred.

17. Termination

17.1. In the event of any material breach of this Agreement by either party, the other party may terminate this Agreement immediately by giving written notice thereof to the other party.

17.2. In the absence of a material breach of this Agreement by Vendor, the Owner may terminate this Agreement with or without cause by giving Vendor written notice of its election to terminate said Agreement.

17.3. If any work covered by this Agreement is suspended, terminated or abandoned, the Owner shall compensate the Vendor on a pro rata basis for all work performed or services rendered by the Vendor with Owner's approval to the date of written notification of such suspension, termination or abandonment. Vendor will furnish deliverables to Owner for all services completed preceding termination concurrently with Owner's final payment for services rendered by Vendor.

18. Waiver

Waiver by either party of a breach of any provision of this Agreement by the other party shall not operate as or be construed as a waiver of any subsequent breach by the other party and shall not be deemed a waiver of any other right, condition or promise hereunder.

19. Remedies

The exercise of the Owner's or the Vendor's right to terminate this Agreement for a material breach shall not abrogate any of the available rights and remedies of the terminating party with respect to the breach giving rise to such termination. Each and all of the rights and remedies of the parties provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others, or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other rights or remedies available at law.

20. Warranties and Representations

20.1. Vendor warrants and represents to the Owner as follows: (i) that neither the execution, delivery, nor performance of this Agreement constitutes a breach or violation of any contract or agreement to which it is a party or by which it is in any manner bound, and (ii) that it will perform any and all services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards. Vendor shall correct or cause to be corrected any errors or defects contained in any report or deliverable item required in connection with the work or services at no additional cost to the Owner.

- 20.2. Owner warrants and represents to the Vendor as follows: (i) that funds are available to compensate Vendor for the total amount of services and reimbursable expenses contracted for herein, and that these funds are neither encumbered nor contingent upon the granting of approvals, permits or financial commitments by lending institutions or third parties.

21. Force Majeure

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or nature, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes or freight embargoes. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

22. Severability and Survival

- 22.1. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable in whole or part, such provision shall be deemed severed from this Agreement and all remaining provisions shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
- 22.2. All terms and conditions, express representations, indemnifications, waivers and limitations of liability included in this Agreement shall survive completion of the services under this Agreement and the termination of this Agreement for any cause.

23. Independent Contractor Status

It is understood and agreed that Vendor will provide the services under this Agreement as an independent contractor and that during the performance of services under this Agreement, neither Vendor nor any of Vendor's employees, agents, representatives, subconsultants or subcontractors will be considered an employee of the Owner within the meaning or application of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age or social security or retirement or pension benefits, health insurance of any kind or nature whatsoever, worker's compensation, industrial accident, labor or tax laws of any kind. Neither Vendor nor any of Vendor's employees, agents, representatives, subconsultants or subcontractors shall be entitled to any benefits that may be afforded from time to time to the Owner's employees, including without limitation, vacation, holidays, sick leave, pension or retirement benefits, health insurance of any kind or nature whatsoever, or worker's compensation or unemployment insurance. Further, the Owner shall not be responsible for withholding or paying any taxes, to include social security or federal, state or local income taxes, for or on behalf of Vendor or any of Vendor's employees, agents, representatives, subconsultants or subcontractors. Vendor shall be fully responsible for any such withholding or payment of taxes or social security for Vendor and any of Vendor's employees, agents, representatives, subconsultants or subcontractors. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent between the Owner and Vendor, and nothing contained in this Agreement shall permit either party to incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

24. Personnel Matters and Conflicts of Interest

- 24.1. The Vendor represents that it has or will secure at its own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Owner. All services required hereunder will be performed by the Vendor or under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under state and local law to perform such services.
- 24.2. The Vendor shall certify that all proposals to provide work to the Owner under this Agreement are submitted in conformance with the Owner's conflict of interest restrictions. No officer, director, shareholder or partner of the Vendor has any relationship with the Owner, which would be a violation of the conflict of interest provisions of Tennessee Code Annotated (TCA) §6-54-107 and/or §12-4-101.

25. Miscellaneous Provisions

- 25.1. Except where otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed satisfactorily given and any time period provided for giving such notice herein shall commence when such notice is
- deposited in the United States mail, postage prepaid certified or registered mail, return receipt requested, or forwarded by a nationally recognized courier service,
 - sent via e-mail with the words "Formal Notice" or similar language in the subject line of the e-mail, or
 - personally delivered to the respective party's designated representative at the address specified herein. Either party may change contact personnel by notifying the other in writing of such change.
- 25.2. The Vendor shall notify Owner immediately of any information, system or condition discovered by Vendor that is believed by Vendor to be detrimental to Owner's responsibilities, interests or investments.
- 25.3. The Vendor may perform portions of its work under this Agreement through subcontractors and/or subconsultants; however, before work is begun under any subcontract, Vendor shall provide the identity of the subcontractor and/or subconsultant to Owner in writing. In the event of the use of a subcontract(s), it is understood that the obligations and requirements set forth in Article 12 (Service Standards) and Article 26 (Insurance) shall apply to the subcontractor(s) and/or subconsultant(s). Consent to sublet, assign or otherwise dispose of any portion of the work to be performed under this Agreement shall not be construed to relieve the Vendor of any responsibility for the fulfillment of its obligations under this Agreement.
- 25.4. It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and hereby is inserted herein. Further, it is hereby agreed that, if through mistakes or otherwise any such provision is omitted, this Agreement shall, upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such

event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the parties as expressed in this Agreement.

25.5. This Agreement may not be modified, amended or changed in any manner, nor shall any waiver of any provision of the same be effective, except by a mutually agreed upon written Contract Change Order signed by both parties.

25.6. The paragraph captions in this Agreement are set forth for convenience only and are not intended to have any substantive significance in interpreting the provisions of this Agreement. The gender and number terms used herein are used as reference terms only and shall apply with the same effect whether the parties are of the masculine or feminine gender. Corporate or other form and the singular shall likewise include the plural.

26. Insurance

Without limiting its liability hereunder, the Vendor shall maintain at no additional cost to the Owner, and shall cause any of its subconsultants and/or subcontractors to maintain, during the life of this Agreement and during the time period following final completion, if Vendor is required to return and perform any additional services, the insurance coverage and requirements specified in Attachment D insuring all services related to the Agreement.

27. Attachments and Special Provisions

Attachment Letter	Title of Attachment
A	Scope of Services
B	Fee Schedule
C	• Contractor/Firm/Business Safety Program • Required General Conditions Acknowledgements • Attestation Regarding Illegal Immigrants or Aliens
D	City of Clarksville Insurance Requirements
E	Other Legal Requirements
F	Hazen and Sawyer Specification Section 42 32 30

Vendor shall complete the Contractor/Firm/Business Safety Information, sign the Contractor/Firm/Business Safety Program Receipt, Required General Conditions Acknowledgements and Attestation Regarding Illegal Immigrants or Aliens, all of which are included with Attachment C.

28. Applicable Law, Jurisdiction and Venue

28.1. The Vendor shall comply with the provisions of any and all applicable laws, rules, regulations, ordinances, codes, standards and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

28.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

28.3. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the state courts located in Montgomery County, Tennessee, or the U.S. District Court for the Middle District of Tennessee at Nashville, and both parties specifically agree to be bound by the jurisdiction and venue thereof.

29. Term of Agreement

This Agreement shall continue in full force and effect during the term hereof unless and until terminated in accordance with the provisions of this Agreement, or until satisfactory completion of the services provided for herein.

30. Entire Agreement

This Agreement consisting of thirteen (13) pages plus the Attachments identified herein is intended by the Owner and Vendor as the final and binding expression of their agreement and as the complete and exclusive statement of the terms thereof. This Agreement supersedes and revokes all prior negotiations, representations and agreements, whether written or oral, relating to the subject matter hereof. Furthermore, these terms and conditions of the Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document regarding Vendor's services. Should there be a conflict between the terms of this Agreement and any of the Attachments, the terms of this Agreement shall control. This Agreement may be amended only by mutually agreed upon written Contract Change Order.

31. Counterparts

This Agreement is executed in four (4) counterparts, each of which when fully executed shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement.

32. Limitation of Vendor Liability

Notwithstanding any other provision of this Agreement:

- (a) The following limitations of liability shall apply to the maximum extent permitted by applicable law; provided, such limitations shall not apply to Vendor's indemnification obligations set forth in Section 15: (1) Except for such performance liquidated damages set forth in specification 42 32 30, in no event shall Vendor, its officers, directors, employees, subcontractors, or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the equipment and services, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the equipment and services or this Agreement or from the performance or breach hereof. (2) The aggregate liability of Vendor, its officers, directors, employees, subcontractors, Vendors or affiliated companies for failure to meet applicable performance guarantees, together with the cost of performing make good obligations to pass performance tests, if applicable, shall not exceed the sum of US\$1,500,000.00 (ONE MILLION FIVE HUNDRED THOUSAND DOLLARS); (3) Except as otherwise set forth in Section 32(a)(2), the aggregate

Services Agreement – Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing
Andritz Separation Technologies Inc.

liability of Vendor, its officers, directors, employees, subcontractors, Vendors or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the equipment and services or this Agreement or from the performance or breach hereof, shall in no event exceed the Agreement price; (4) All liability of Vendor, its officers, directors, employees, subcontractors, Vendors or affiliated companies, resulting from, arising out of or connected with the equipment and services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement; (5) Except as otherwise set forth in this Section 32(a), the limitations and exclusions of liability set forth herein shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise, and the remedies provided in this Agreement are Owner's exclusive remedies; and

- (b) Vendor shall retain ownership in all its intellectual property used in the design, manufacture or supply of the equipment and services furnished hereunder.

-- END OF CONTRACT TERMS --

DESIGNATED REPRESENTATIVES & ADDRESSES FOR GIVING NOTICES:

Andritz Separation Technologies Inc.

Name: Steve Huff

Title: President

Phone No.: 617-834-6905

E-Mail: steve.huff@andritz.com

Address: 1010 Commercial Blvd. S.

Arlington, TX 76001

CITY OF CLARKSVILLE

Name: Garth B. Branch, PE

Title: Engineering Division Manager

Phone No.: (931) 645-7418

E-Mail: garth.branch@clarksvilletn.gov

Address: 2215 Madison Street

Clarksville, TN 37043

Services Agreement – Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing
Andritz Separation Technologies Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent on this _____ day of _____, 20__.

CITY OF CLARKSVILLE

By: _____ *Agreement Approved by CGW Board on:*

Print: Joe Pitts _____

Title: Mayor _____

Date: _____

ATTEST

By: _____

Print: Lisa Canfield _____

Title: City Clerk _____

Andritz Separation Technologies Inc.

By: _____

Print: _____

Title: _____

Date: _____

STATE OF _____)

)

COUNTY OF _____)

)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, _____, officer, principal, and / or agent with authority to bind **Andritz Separation Technologies Inc.**, and with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this ____ day of _____, 20__.

NOTARY PUBLIC

My commission expires _____

(SEAL)

SERVICES AGREEMENT

ATTACHMENT A

SCOPE OF SERVICES

Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

August 11, 2026

Vendor shall provide Owner with services in connection with the Project as described below:

Completion and optimization of thermal dryer system per most recent Hazen specification section 42 32 30, which shall be part of this Agreement.

Scope includes, but is not limited to:

- Furnish and install equipment modifications per Vendor's process design and recommendation's in order to meet dryer performance criteria in specification 42 32 30. Modifications include, but are not limited to, conveyors, bucket elevators, crusher, shaker screens, control logic, etc.
- Provide all necessary electrical and instrumentation work required to complete modifications listed above.
- Mechanical and I/O checkout of replaced equipment, including proper documentation and reporting.
- Complete five, eight hour run days of thermal dryer system before performance test.
- Complete performance test of thermal dryer system per specification 42 32 30. Testing includes RTO testing.
- Complete Mercury emissions testing on RTO.
- Provide complete test reports at conclusion of performance testing.
- Owner training per specification 42 32 30.
- Completed O&M manual
- Warranty per specification 42 32 30 for all Vendor supplied equipment
- Punchlist items that are responsibility of Vendor related to their equipment (see Exhibit 1 to Attachment A, total of three (3) pages)
- Performance damages per specification 42 32 30 are part of this agreement and are enforceable. The sum of performance damages due by Vendor cannot exceed \$1,500,000.00 and shall comprise Owner's sole remedy for failure to achieve such performance. Performance test remedies are allowed as described in 42 32 30 specification.

Vendor has supplied a schedule showing completion of scope of services by 1/13/27. Vendor will be diligent to complete scope of services by that date. There are no delay damages for Vendor's failure to meet completion date.

Vendor shall be responsible to secure, at its own cost, all permits and licenses required by law, to pay all fees and charges required to be paid by law, and to give all notices necessary and required by law for the lawful procession of the Services to be performed under this Agreement.

-- END OF ATTACHMENT A --

Andritz Separation Technologies Inc.

Page 1 of 1

Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing
Andritz Separation Technologies Inc.

Clarksville WPTD Thermal Dryer Improvements
Performance Test - DA007
Thermal Drying System

KEY  COMPLETED
 OPEN

Item #	Description	Location	Completion Date	Sign Off	Photos	Photos	Photos	Photos	Photos	Photos
1	ANK to display alarm for "Truck Scale Received" from Truck Scale (that signal (LSH-790-31). Description wired the float to R511 in MID-50. Input tied to PLC74401. Input 3 Slot 1, M-9. Input 9 works on I/O card when float is switched. Coordinate with VMS Systems for signal reference on SCADA.	Truck Scale								
2	Clear waste from top of silos and bypass area Tool/ground level	Silos			84093					
3	Address corrosion on duct and clamps. Check dust collection duct, top	Silos			83658					
4	All joints: replace diff. discolored tubing, top	Silos			83651	85122				
5	All joints: Check corrosion and moisture protection, top	Silos			83651	83647				
6	All joints: Replace non-sterile steel hardware, top	Silos			83651					
7	Transporter boost air assemblies: Remove paint from hardware, address corrosion, top	Silos			83651	83652				
8	Top of silo, triple gates and cross connection to silo: Address corrosion.	Silos			84013	84024				
9	Replace missing tag (TC-540.7.A)	RTD			93827					
10	Condensate tags for VT and T1	RTD			93835					
11	Tags missing, top	RTD			101304	101601				
12	Gas Fuel Train: Add missing tags, top	RTD			102134					
13	Label UPS enclosure. Touch up paint.	Control Room			100246	100246				
14	Label UPS enclosure. Touch up paint.	Control Room			100246	100246				
15	UPS enclosure: Label 70A circuit breakers and UPS, transformer, and extended battery modules with	Control Room			100246	100246				
16	UPS enclosure: Label 70A circuit breakers and UPS, transformer, and extended battery modules with	Control Room			100246	100246				
17	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
18	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
19	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
20	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
21	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
22	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
23	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
24	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
25	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
26	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
27	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
28	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
29	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
30	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
31	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
32	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
33	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
34	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
35	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
36	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
37	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
38	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
39	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
40	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
41	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
42	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
43	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
44	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
45	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
46	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
47	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
48	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
49	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
50	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
51	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
52	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
53	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
54	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
55	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
56	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
57	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
58	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
59	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
60	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
61	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
62	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
63	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				
64	PLC-20: Verify door light works properly. Door light did not come on when opened. Dry turns on	Control Room			100246	100246				

Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing
 Exhibit 1 to Attachment A – Scope of Services
 Andritz Separation Technologies Inc.



Clarksville WWTP Thermal Dryer Improvements
 Deficiency List - DRAFT
 Thermal Dryer System

Item #	Description	Location	Completion Date	Upst. Off	Photos	Photos	Photos	Photos	Photos
64	M-540.1.1: Touch up paint	RTO			0511_125223				
65	M-540.1.1: Touch up paint	RTO			0511_125223				
66	M-540.1.1: Touch up paint	RTO			0511_125223				
67	M-540.1.1: Touch up paint	RTO			0511_125223				
68	M-540.1.1: Touch up paint	RTO			0511_125223				
69	M-540.1.1: Touch up paint	RTO			0511_125223				
70	M-540.1.1: Touch up paint	RTO			0511_125223				
71	M-540.1.1: Touch up paint	RTO			0511_125223				
72	M-540.1.1: Touch up paint	RTO			0511_125223				
73	M-540.1.1: Touch up paint	RTO			0511_125223				
74	M-540.1.1: Touch up paint	RTO			0511_125223				
75	M-540.1.1: Touch up paint	RTO			0511_125223				
76	M-540.1.1: Touch up paint	RTO			0511_125223				
77	M-540.1.1: Touch up paint	RTO			0511_125223				
78	M-540.1.1: Touch up paint	RTO			0511_125223				
79	M-540.1.1: Touch up paint	RTO			0511_125223				
80	M-540.1.1: Touch up paint	RTO			0511_125223				
81	M-540.1.1: Touch up paint	RTO			0511_125223				
82	M-540.1.1: Touch up paint	RTO			0511_125223				
83	M-540.1.1: Touch up paint	RTO			0511_125223				
84	M-540.1.1: Touch up paint	RTO			0511_125223				
85	M-540.1.1: Touch up paint	RTO			0511_125223				
86	M-540.1.1: Touch up paint	RTO			0511_125223				
87	M-540.1.1: Touch up paint	RTO			0511_125223				
88	M-540.1.1: Touch up paint	RTO			0511_125223				
89	M-540.1.1: Touch up paint	RTO			0511_125223				
90	M-540.1.1: Touch up paint	RTO			0511_125223				
91	M-540.1.1: Touch up paint	RTO			0511_125223				
92	M-540.1.1: Touch up paint	RTO			0511_125223				
93	M-540.1.1: Touch up paint	RTO			0511_125223				
94	M-540.1.1: Touch up paint	RTO			0511_125223				
95	M-540.1.1: Touch up paint	RTO			0511_125223				
96	M-540.1.1: Touch up paint	RTO			0511_125223				
97	M-540.1.1: Touch up paint	RTO			0511_125223				
98	M-540.1.1: Touch up paint	RTO			0511_125223				
99	M-540.1.1: Touch up paint	RTO			0511_125223				
100	M-540.1.1: Touch up paint	RTO			0511_125223				
101	M-540.1.1: Touch up paint	RTO			0511_125223				
102	M-540.1.1: Touch up paint	RTO			0511_125223				
103	M-540.1.1: Touch up paint	RTO			0511_125223				
104	M-540.1.1: Touch up paint	RTO			0511_125223				
105	M-540.1.1: Touch up paint	RTO			0511_125223				
106	M-540.1.1: Touch up paint	RTO			0511_125223				
107	M-540.1.1: Touch up paint	RTO			0511_125223				
108	M-540.1.1: Touch up paint	RTO			0511_125223				
109	M-540.1.1: Touch up paint	RTO			0511_125223				
110	M-540.1.1: Touch up paint	RTO			0511_125223				
111	M-540.1.1: Touch up paint	RTO			0511_125223				
112	M-540.1.1: Touch up paint	RTO			0511_125223				
113	M-540.1.1: Touch up paint	RTO			0511_125223				
114	M-540.1.1: Touch up paint	RTO			0511_125223				
115	M-540.1.1: Touch up paint	RTO			0511_125223				
116	M-540.1.1: Touch up paint	RTO			0511_125223				
117	M-540.1.1: Touch up paint	RTO			0511_125223				
118	M-540.1.1: Touch up paint	RTO			0511_125223				
119	M-540.1.1: Touch up paint	RTO			0511_125223				
120	M-540.1.1: Touch up paint	RTO			0511_125223				
121	M-540.1.1: Touch up paint	RTO			0511_125223				
122	M-540.1.1: Touch up paint	RTO			0511_125223				
123	M-540.1.1: Touch up paint	RTO			0511_125223				
124	M-540.1.1: Touch up paint	RTO			0511_125223				
125	M-540.1.1: Touch up paint	RTO			0511_125223				
126	M-540.1.1: Touch up paint	RTO			0511_125223				
127	M-540.1.1: Touch up paint	RTO			0511_125223				

Exhibit 1 to Attachment A – Scope of Services
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing
Andritz Separation Technologies Inc.

Clarksville WWTP Thermal Dryer Improvements
Deficiency List - DRAUT
Thermal Drying System

KEY

COMPLETED
OPEN

Item #	Description	Location	Completion Date	Sign Off	Photos	Photos	Photos	Photos	Photos	Photos
128	Need a small ramp on the support column to the kitchen's Master Arm. Address to address 2" E	Trash Scooper			0612_202225					
129	Shakes loose.	Acid Scrubber			0612_203121					
130	W-510.1.1.1. Motor and pump touch up paint.	Acid Scrubber			0612_203188					
131	W-510.1.1.1. Clean paint box and pump. Touch up paint. Remove debris.	Furnace			0612_213822					
132	W-511.1.1. Motor, and let touch up paint.	Sub			0511_143707					
133	Acid rust repair. Remove paint from tags, valves, etc	RTD			960912					
134	Address apparent leak at duct entering condenser. Clean floor. CVC tightened all bolts at fanage and not leaking as of 6/21/2024. Monitor and address if issue returns.	Quadrant			0515_120211					
135	Furnace inlet duct: Remove painter's tape and adhesion. Clean furnace.	Furnace			0515_120502					
136	Touch up paint on RTD fan floor level	RTD			952536					
137	Fix cover plate on combustion fan (broken and painted wrong color) Floor Level	RTD			951132					
138	Clean up of combustions air line where boot first melted. Upper level	RTD			952529					
139	Anchor bolts, nut, and threads. Clean corrosion and restore protection. top	RTD			951306					
140	Clean supports and address corrosion, top	RTD			954211					
141	Touch up paint at lower leveling gate	RTD			953836					
142	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			952726					
143	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
144	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
145	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
146	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
147	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
148	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
149	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
150	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
151	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
152	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
153	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
154	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
155	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
156	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
157	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
158	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
159	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
160	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
161	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
162	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
163	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					
164	Remove paint from RTD. Clean and address RTD corrosion. Touch up paint. Remove excess insulation.	RTD			951757					

SERVICES AGREEMENT

ATTACHMENT B

FEE SCHEDULE

Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

August 11, 2026

The Vendor will be compensated for the Scope of Services based on a lump sum amount. When the Owner authorizes the Vendor to proceed with the work outlined in Attachment A – Scope of Services, Owner agrees to pay the Vendor monthly for work completed on an agreed to schedule of values. Schedule of values shall be submitted to Owner within 10 days of contract execution.

The lump sum contract price is \$331,680.00

The total contract amount for the Agreement shall not exceed \$331,680 without prior authorization by the Owner.

-- END OF ATTACHMENT B --

Andritz Separation Technologies Inc.

Page 1 of 1

SERVICES AGREEMENT

ATTACHMENT C

- CONTRACTOR/FIRM/BUSINESS SAFETY PROGRAM CS – 1 to CS – 7
- ACKNOWLEDGEMENTS ACKN – 1 to ACKN – 4
- ATTESTATION REGARDING ILLEGAL IMMIGRANTS OR ALIENS IIA – 1

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

**CITY OF CLARKSVILLE
CONTRACTOR/FIRM/BUSINESS SAFETY PROGRAM**

1. PURPOSE

This program is designed to set safety and health expectations and establish a screening process so that the City of Clarksville may hire and use Contractors/Firms/Businesses who accomplish the desired job tasks without compromising the safety and health of employees. The Contractor/Firm/Business must assure that contract employees are trained on performing the job safely, the hazards related to the job, and other applicable provisions of OSHA Standards. The program is a systematic approach that must be used to evaluate Contractor/Firm/Business personnel used in the conduct of business at the City of Clarksville.

The City of Clarksville does not take responsibility for the safety of the Contractor's/Firm's/Business' employees. Nor does the City take responsibility for instructing Contractors/Firms/Businesses on how to perform work. Rather, this program spells out what is expected of Contractors/Firms/Businesses conducting work for the City of Clarksville.

Contractors/Firms/Businesses are defined as non-city government individuals or businesses that are retained by the City to provide specific labor or services.

2. RESPONSIBILITIES OF THE CONTRACTOR/FIRM/BUSINESS

Contractor/Firm/Business compliance with all state and federal occupational safety and health standards is a condition of doing business with the City of Clarksville. Contractors/Firms/Businesses have the responsibility to:

- Conduct daily safety inspections of all assigned areas.
- Identify and correct hazards within their responsibility and report hazards to the City of Clarksville.
- Provide Contractor/Firm/Business employees with personal protective equipment as needed to safely perform contracted tasks.
- Ensure Contractor/Firm/Business employees have the training for assigned tasks as required by state and federal occupational safety and health standards.
- Coordinate with City Safety & Risk Manager for safety related issues that may affect city operations.
- Establish and maintain an effective safety and health program for Contractor/Firm/Business employees.
- Establish and maintain an effective safe housekeeping program.
- Make available for inspection by the City any written safety programs, safety data sheets, training records and other safety-related documents.

3. MONITORING AND INSPECTIONS

All Contractors/Firms/Businesses and subcontractors working under contract with the City of Clarksville are subject to regular safety, health and environmental monitoring by the City.

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

CS - 1

4. HAZARDOUS CHEMICAL / SUBSTANCE NOTIFICATION

Contractors/Firms/Businesses must follow state and federal Occupational Safety and Health Administration Hazard Communication standard requirements including use, safe handling and storage of chemicals. Contractors/Firms/Businesses are required to inform the City of all hazardous substances which may be brought on to City property, including providing the most current Safety Data Sheet (MSDS)/(SDS) for each substance. All spills and leaks of hazardous chemicals shall be immediately reported to the City Safety & Risk Manager.

5. WORK ZONE TRAFFIC CONTROL

All Contractors/Firms/Businesses conducting work which involve traffic control in the public way shall comply with the Federal Highway Administration's Manual on Uniform Traffic Control Devices. The City Traffic Engineer (931-645-7464) should also be contacted prior to commencing operations. This measure is to ensure the safety of workers and the public.

6. DUE REGARD FOR THE PUBLIC

All Contractors/Firms/Businesses and their employees while engaged in work for the City of Clarksville shall exercise due regard and reasonable care for the safety of the public.

7. CONTACT INFORMATION FOR CITY SAFETY COORDINATOR

Contact the City of Clarksville Safety & Risk Manager, Larry Tennant, at One Public Square, Clarksville, TN 37040, (931) 648-6108, Email: larry.tennant@clarksvilletn.gov

CDE Health & Safety contact – Keith Cutshall (931) 905-7250 ext. 250
Email: kcutshall@clarksvilledc.com

Gas & Water Health & Safety contact – Bronson Gibbs (931) 645-2565 ext. 1406
Email: bronson.gibbs@clarksvilletn.gov

8. ENVIRONMENTAL, SAFETY AND HEALTH SOURCES OF INFORMATION

- TENNESSEE OSHA: <https://www.tn.gov/workforce/section/tosha>
- FEDERAL OSHA: <https://www.osha.gov/>
- TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION:
<http://www.tennessee.gov/environment>

Contractor/Firm/Business Safety Information

PURPOSE: The purpose of this questionnaire is to provide the City of Clarksville with necessary information about your company's safety program and performance. All items must be completed and/or provided.

Company Name: _____

Address: _____

Name of Safety Officer/Director: _____ Phone #: _____
(Person responsible for safety)

Email: _____

1. Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last three (3) years and the EMR, TRFR, and MH history for the last three (3) years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Contractor/Firm/Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

2. Accident/Injury Experience

Using last year's OSHA 300 Log or Worker's Compensation Documentation, fill in the following:

- i) Number of recordable injuries/illnesses _____
- ii) Number of restricted work days _____
- iii) Number of lost work days _____
- iv) Number of fatalities _____
- v) Employee hours worked last year _____
- vi) Number of injuries/illnesses requiring hospitalization _____

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

3. Safety Program

i) Does your company have a written safety program?

Yes _____ * No _____

* If yes, submit a copy of your written safety program.

ii) Is the program revised/updated annually?

Yes _____ No _____

iii) Does your written program contain a statement that your company abides by all federal (OSHA), state and local rules and regulations relating to safe work practices?

Yes _____ No _____

iv) Do you have a new hire orientation program pertaining to safety training?

Yes _____ No _____

v) Does it include any training on the following (circle those for which training is included)?

Head Protection	Housekeeping	Barricades
Eye Protection	Fire Protection	Electrical Safety
Hearing Protection	Confined Space Entry	Rigging & Crane Safety
Respiratory Protection	Emergency Procedures	Hand & Power Tool Safety
Fall Protection	Hazardous Substances	Hand Protection
Scaffolding	Trench & Evacuation	Others

Yes _____ * No _____

* If yes, submit a copy of your handbook.

vi) Do you have a foreman safety training program?

Yes _____ * No _____

* If yes, include a foreman safety training program outline.

vii) Do you conduct regular safety meetings? Yes _____ No _____

viii) How often? _____ Are records kept? Yes _____ No _____

ix) Do you generate accident investigation reports? Yes _____ No _____

x) Do you perform project safety inspections?

Yes _____ No _____

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

Who conducts project safety inspections?

Name _____

Job Title _____

How often? _____

4. Lock-Out/Tag-Out

Does the work that you are proposing to perform for the City involve any "Lock-Out/Tag-Out" situations?

Yes _____ * No _____

* If yes, submit a copy of your written Lock-Out/Tag-Out procedures.

5. Hazard Communication

Does the work that you are proposing to perform for the City involve the use of any "Hazardous Substances"?

Yes _____ * No _____

* If yes, submit a copy of your written hazard communication program and material safety data sheets for any hazardous substance that you will be using in your work.

6. Confined Spaces

Does the work that you are proposing to perform for the City involve working in a "Confined Space"?

Yes _____ * No _____

* If yes, include your work plan, copies of training certification of the pertinent employees, entry permit and who will be entering the permit-required confined space.

7. Elevated Work and Fall Protection

Does the work that you are proposing to perform for the City involve any "Elevated Work"?

Yes _____ * No _____

* If yes, submit a copy of your fall protection and elevated work rules policy.

8. Powered Industrial Vehicles

- i) Does the work that you are proposing to perform for the City involve the use of any powered industrial vehicles? (i.e., fork trucks, highlifts, etc.)

Yes _____ No _____

- ii) Have designated people been trained on such?

Yes _____ No _____

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

9. Respiratory Compliance

i) Does your company have a written respiratory program or policy?

Yes _____ No _____

ii) Have employees been fit tested quantitatively or qualitatively?

Yes _____ No _____

iii) Do you have established medical surveillance procedures?

Yes _____ No _____

iv) What type of respiratory training has your employee had?

v) What type of respiratory equipment are they permitted to wear?

10. Key Personnel

List the key onsite people you will use for this project.

Name: _____ Title: _____

Name: _____ Title: _____

For City Use Only

Recommendations:		
Comments:		
Authorization		
Approved:	*YES	NO

* Further detailed on attachment: YES _____ NO _____

I certify that I have conducted a review of the information contained in this questionnaire and approved the contractor/firm/business for the above described work.

Name:	Title:
Signature:	
Date:	Time:

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

**CONTRACTOR / FIRM / BUSINESS ACKNOWLEDGEMENT OF RECEIPT OF
CITY OF CLARKSVILLE CONTRACTOR/FIRM/BUSINESS SAFETY PROGRAM**

Contractor/Firm/Business Name: _____

Contractor's/Firm's/Business' Authorized Safety Representative: _____

Contractor's/Firm's/Business' Authorized Agent: _____
(Printed Name)

I acknowledge receipt of and agree to comply with the City of Clarksville's Contractor/Firm/Business Safety Program. I will also make employees and subcontractors aware of City's safety expectations and requirements.

I understand that any accidents, injuries or property damage will be reported to the City Health and Safety Manager within three (3) days.

I also understand that any questions regarding the program can be directed to the contracting department head and/or the City Health & Safety Manager.

I certify that all personnel conducting work have been trained in accordance with Occupational Safety and Health Administration regulation: 29 Code of Federal Regulations §1910/1926.

Contractor's/Firm's/Business' Authorized Agent: _____
(Signature)

Date: _____

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

REQUIRED GENERAL CONDITIONS ACKNOWLEDGEMENTS

Attestation of Illegal Aliens

Vendors must sign the attached form in reference to the Contractor's Attestation of Illegal Immigrants or Aliens, pursuant to Tennessee Code Annotated § 12-3-309, and Section 6-105 of the Official Code of the City of Clarksville. Failure to sign and properly attest this form shall be cause for rejection of the vendor's bid / proposal. **ABSOLUTELY NO EXCEPTIONS.**

City of Clarksville's Contractor's Safety Program

The attached City of Clarksville's Contractor's Safety Program must be filled out and signed by each vendor for any bids or proposals offered to the City. Failure to do so shall result in the vendor's bid / proposal being rejected. **ABSOLUTELY NO EXCEPTIONS.**

Conflict of Interest

I hereby certify that this bid/proposal is submitted in conformance with the City of Clarksville's conflict of interest restrictions. No employee of the City of Clarksville, officer, agent, any member of an employee's immediate family or his or her partner has any financial interest or a tangible personal benefit in the profit of any contract, service or other work performed as a result of my submission of this bid/proposal. A conflict of interest would also arise when the parties indicated herein are employed or about to be employed by the person or company submitting this bid/proposal. Additionally, no party indicated herein has an indirect interest in the contract, which is the subject of this bid/proposal*.

In the event I am providing a service** to the City of Clarksville, I certify that I have no conflict of interest relating to the service to be provided pursuant to this Request for Proposals (RFP), Request for Qualifications (RFQ) or the project/work.

Should a conflict arise at any time during the duration of the contract, agreement, etc., it is the vendor's responsibility to inform the City of said conflict within 30 days.

Therefore, the undersigned (corporation, partnership, limited liability company, or other business organization or individual) has no conflict of interest, or potential conflict of interest in connection with this proposal or in connection with any contract executed or to be executed, concerning or with response to this RFP/RFQ for this project/work.

* "Indirect Interest" means any contract in which an employee has no direct interest however a spouse or relative has an interest in the contract. *A conflict of interest exists if a spouse or relative commingle their assets.* Examples of commingling assets include sharing a joint-checking account or jointly owned property together with a company or person doing business with the City of Clarksville.

** "Service Vendors" include but are not limited to: architects, engineers, appraisers, surveyors, accountants, etc.

Andritz Separation Technologies Inc.

Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

ACKN - 1

Iran Divestment Act

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this response, each company and each person signing on behalf of any company certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to §12-12-106 in reference with the Iran Divestment Act.

This act prohibits a person identified on the list from bidding or contracting with a local government and makes any contract entered into void.

The State of Tennessee list can be found at:

<https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-/library-/public-information-library.html>.

Non-Boycott of Israel Affidavit (TCA 12-4-1 et seq.)

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid / proposal, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint bid / proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not boycotting Israel pursuant to §12-4-1 and will not during the full term of any award.

Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

☐ This solicitation does not apply to my company. The total cost is less than \$250,000 and we do not have 10 or more employees.

Drug-Free Workplace Affidavit

☐ I hereby state that, as an employer, I have adopted a Drug-Free Workplace policy, which meets the criteria set forth by the Tennessee Department of Labor and Workforce Development and at a minimum the requirements of the City of Clarksville's Drug-Free Workplace program, which includes pre-employment drug testing, reasonable suspicion drug testing and, when applicable, compliance with the U.S. Department of Transportation Procedures for Transportation Workplace Drug Testing Programs as specified in Title 49 of the Code of Federal Regulations (CFR) Part 40 and Title 49 CFR Part 199.

Said Drug-Free Workplace program is in compliance with the Tennessee Drug-Free Workplace Act, Tennessee Code Annotated §50-9-101 *et sequentia*.

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

ACKN - 2

☐ I hereby state that I employ less than five (5) employees, and I am not required to submit the Drug-Free Workplace Affidavit.

Tennessee Procurement Protection Act (TCA Title 4, Chapter 45 et seq.)

Each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on The United States Department of Commerce "foreign adversary" list at 15 CFR 791.4.

This is applicable only to contracts for information and communication technology.

☐ This solicitation is not for information or communication technology.

The list of foreign adversaries as defined in 15 CFR 791.4 can be found here:

<https://www.ecfr.gov/current/title-15/subtitle-B/chapter-VII/subchapter-E/part-791/subpart-A/section-791.4>.

Eligibility

The respondent is eligible for public contracts because no convictions, guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with the State of Tennessee or any political subdivision thereof have occurred.

General

Respondent fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.

Such offer is genuine and is not a sham or unbalanced offer.

Neither the said respondent nor any of its officers, partners, owners, agents, representatives, or employees, including this authorized agent, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other respondent, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Clarksville or any person interested in the proposed award or agreement.

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

ACKN - 3

REQUIRED GENERAL CONDITIONS ACKNOWLEDGEMENTS

The prices quoted in the attached bid / proposal are fair, proper and not tainted by any collusion, conspiracy, or unlawful agreement on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest, including this authorized agent.

No Contact / No Advocacy Affidavit

After this solicitation is issued, contact initiated by any respondent with any City of Clarksville representative concerning this bid / proposal is prohibited except for communication with the Purchasing Department or the contact person listed in the solicitation. My signature signifies that no unauthorized contact occurred.

To ensure the integrity of the review and / or evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to City of Clarksville staff or any City Council representative. My signature signifies that no unauthorized advocacy occurred or will occur.

The undersigned hereby acknowledges receipt of these general conditions and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements. Failure to properly acknowledge issues concerning the above is grounds for submittal rejection and may subject the signer to penalties as directed by the appropriate laws. **By signing this document, I further acknowledge that I am an authorized agent of said company below and therefore authorized to bind my company.**

Contractor/Firm/Business Name: _____

Contractor's/Firm's/Business' Authorized Agent: _____
(Printed Name)

Contractor's/Firm's/Business' Authorized Agent: _____
(Signature)

Date: _____

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

ACKN - 4

ATTESTATION REGARDING ILLEGAL IMMIGRANTS or ALIENS

Contractor/Firm/Business Name: _____

Contractor's/Firm's/Business' Authorized Agent: _____
(Printed Name)

Pursuant to Tennessee Code Annotated §12-3-309, and Section 6-105 of the Official Code of the City of Clarksville, I (we), the Contractor/Firm/Business identified above, hereby attest, certify, warrant and assure that I (we) will not knowingly utilize the services of any illegal immigrant or alien in the performance of this Contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant or alien in the performance of this Contract.

Contractor's/Firm's/Business' Authorized Agent: _____
(Signature)

Date:

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

IIA - 1

SERVICES AGREEMENT

ATTACHMENT D

CITY OF CLARKSVILLE INSURANCE REQUIREMENTS

The Vendor shall at its sole expense maintain in effect, at all times during the performance of work, insurance coverage with limits not less than those set forth below with insurance and policy forms satisfactory to City of Clarksville. Vendor shall secure and maintain such insurance from financially responsible insurance companies authorized to do business in the State of Tennessee. Insurance companies must have A.M Best rating of at least A-VII or better. Upon request by City of Clarksville, Vendor shall submit copies of all insurance policies required herein for review by City of Clarksville.

Vendor shall cause its subconsultants and/or subcontractors at the jobsite or premise to obtain and maintain insurance policies to protect City of Clarksville in accordance with the Vendor Insurance Requirements contained herein.

All insurance provided by the Vendor, its subconsultants and/or subcontractors shall be primary and any similar insurance maintained by City of Clarksville shall be excess thereof and not contributory with Vendor's, its subconsultant's and/or its subcontractor's insurance.

City of Clarksville shall be given thirty (30) days written notice in the event of non-renewal, material alteration, or reduction of limits of any policy. The Vendor shall provide the City of Clarksville with a copy of any insurer's notice of cancellation for non-payment within two (2) business days of receipt of such notice.

All insurance provided by Vendor except Workers Compensation and Professional Liability shall include the City of Clarksville, its subsidiaries and affiliates as an "additional insured" through their Blanket Additional Insured Endorsement per the terms listed below. Any policy that provides the insurance required shall be endorsed to be primary to and noncontributory with any insurance maintained by City of Clarksville. Any deductible amount or self-insured retention is the sole responsibility of Vendor.

In consideration of entering into a contract with the City of Clarksville, the Vendor agrees to waive all rights of subrogation against City of Clarksville, its departments, agencies, boards, commissions, officers, officials, agents and employees for losses arising from the work performed by the Vendor.

Vendor shall submit evidence of all required insurance coverage on standard ACORD form certificate of insurance with required endorsements prior to commencement of any work or services. Each certificate shall disclose applicable deductible(s) and/or self-insured retention(s). Evidence of insurance renewal certificates shall be submitted to the City of Clarksville for insurance policies that expire. The project or contract title shall be referenced in the ACORD form's description of operations section, and the certificate holder section shall read as follows:

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

City of Clarksville Gas & Water Department
Attn: Astrid Buchanan
2215 Madison Street
Clarksville, TN 37043

MINIMUM COVERAGE

All contracts for work on behalf of City of Clarksville must meet the following minimum coverage requirements; however, such limits shall not be construed as limiting the extent of Vendor's liability hereunder.

A. Workers' Compensation and Employers' Liability

1. Coverage "A" – Statutory coverages in all states, including all areas involved in operations covered under this Contract
2. Coverage "B" – Employer's Liability
 - a. Limit \$1,000,000 each accident
 - b. Limit \$1,000,000 bodily injury by disease (policy limit)
 - c. Limit \$1,000,000 bodily injury by disease (each person)

B. Commercial General Liability

1. Limits of Liability: \$1,000,000 per Occurrence/\$2,000,000 General Aggregate
2. Products and Completed Operations Aggregate \$2,000,000 limit
3. Personal and Advertising Injury \$1,000,000 per occurrence
4. Broad form Contractor's Protective Liability/Independent Liability
5. Additional Insured for CG 20 10
6. City of Clarksville included as Additional Insured

C. Automobile Liability

1. Limits of Liability: \$1,000,000 Combined Single Limit
2. Covered Autos: Owned, Non-owned, Hired or Leased
3. City of Clarksville included as Additional Insured

D. Umbrella Liability

1. Umbrella/Excess coverage should follow form of underlying coverage
2. Limits of Liability:
 - o \$5,000,000 per Occurrence/Aggregate
3. City of Clarksville included as Additional Insured, which follows the form of the underlying insurance policy

E. Professional Liability Insurance

1. Limits of Liability: \$5,000,000

Andritz Separation Technologies Inc.
Clarksville Gas and Water Thermal Dryer Improvements and Performance Testing

2. Coverage must be maintained without interruption from date of commencement of the work and until three (3) years following the date of final payment

Maintenance of said minimum insurance shall be condition precedent to the payment of Vendor for the compensation of the work or services provided to City of Clarksville. Failure of City of Clarksville to demand such certificates or other evidence of Vendor's full compliance with the City of Clarksville's insurance requirements, or failure to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the Vendor's obligation to obtain and maintain such insurance. Failure to maintain said insurance, as required, shall constitute a material breach and shall be sufficient grounds for immediate cancellation of Contract.

-- END OF ATTACHMENT D --

SERVICES AGREEMENT

ATTACHMENT E

OTHER LEGAL REQUIREMENTS

CIVIL RIGHTS

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) or Department of Transportation (DOT) may issue.

CERTIFICATION OF ELIGIBILITY UNDER THE DAVIS-BACON ACT

- (a) By the execution of this Agreement, the offeror certifies that neither it nor any person or firm who has an interest in the offeror's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the Agreement shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.

VENDOR REGISTRATION

If the Vendor is not registered with the City of Clarksville as a vendor, the Vendor will be required to complete a City of Clarksville vendor application. The Vendor may access the vendor application through the City of Clarksville's website at www.clarksvilletn.gov, or if preferred, an application may be faxed upon request.

LICENSING

The Vendor and, if applicable, its subconsultant(s) and/or subcontractor(s) are required to have a license to do business with the City of Clarksville in accordance with TCA §67-4-701, *et sequentia*. Prior to contract award, the Vendor must provide the City of Clarksville proof of valid City of Clarksville and Montgomery County business licenses. Questions regarding business licenses may be directed to the Tennessee Department of Revenue (phone number (800) 342-1003).

-- END OF ATTACHMENT E -



July 20, 2026

Clarksville Gas and Water,

Please be advised that Andritz Separation is the sole manufacturer of Andritz thermal dryer equipment and is the only authorized source for the "Clarksville Gas and Water – Thermal Dryer Improvements and Performance Testing" work.

Should you have any questions or require additional information, please contact us.

Sincerely,

Steve Huff
President

OK Thomas
Ca- 7-21-26

SOLE SOURCE JUSTIFICATION FORM

Sole source procurement shall not be used unless there is clear and convincing evidence that there is only one source. The department requesting sole source procurement shall provide a sole source letter from the vendor and/or written evidence and/or report of research to support the request to the Purchasing Director or his/her designee for approval. The sole source evidence along with this form completely filled out, shall be forwarded to the Purchasing Department for approval. The determination as to whether a good or service shall be considered a sole source shall be made by the Purchasing Director or his/her designee.

Sole source approvals shall be good for one year from the date of approval by the Purchasing Director. At the end of said year, if the vendor is still a sole source, an updated sole source letter and/or documentation will be required for re-approval.

Failure to justify a sole source procurement through the proper documentation is a violation of the Purchasing Policy and City Code.

Description of item(s) / services(s) to be used: Diff scope of services attached.
Proprietary design, equipment, startup, training, and warranty services.

This is a sole source vendor because:

- ☒ Sole provider of a licensed or patented good or service
- ☒ Sole provider of items that are the repair parts of or upgrades to existing equipment, system, etc.
- ☒ Sole provider of factory-authorized warranty service.
- ☒ Sole provider of unique equipment or products not offered by others. (Complete section below)
- ☐ Other, please explain: _____

What steps were taken to verify that these goods / services are not available elsewhere?

_____ Other brands / manufacturers were examined and were found to not be comparable (list specific company names, phone numbers, contact names, websites and explain why they were not comparable).

- see attached recommendation letter from design engineer provided prior to ongoing construction project

_____ Other vendors were contacted and could not provide comparable goods / services (list specific company names, phone numbers, contact names, websites and explain why they were not comparable).

_____ What specific feature makes this good / service unique and why is this feature needed for your department? Use a separate sheet of paper if necessary.

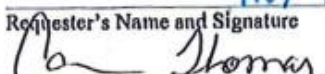
Suggested Vendor: Andritz Separation Technologies Inc.

Using Department: Gas & Water

Contact: Troy Holland, (931) 645-7418

My department's recommendation for the sole source is based upon an objective review of the good / service being required and appears to be in the best interest of the City. The requester, by signing below, attests that they have no conflict of interest in selecting the suggested sole source vendor. Refer to the Conflict of Interest section of the city's Purchasing Policy.

Requester's Name and Signature: Troy Holland  Date: 7/9/2026

Purchasing Director or Designee's Approval:  Date: 7-21-26

March 8, 2022

Troy Holland
Civil Engineer
Clarksville Gas & Water Department (CGW)
2215 Madison Street
Clarksville, TN 37043

**Re: Overview of Technology Evaluation
Clarksville WWTP Thermal Dryer Improvements**

Dear Mr. Holland:

The City of Clarksville Gas & Water Department (CGW) operates a wastewater treatment plant (WWTP) which generates residual biosolids resulting from the treatment of wastewater. CGW commissioned a *Solids Treatment and Handling Evaluation* (Hazen, 2019) which resulted in a recommendation of an Owner-operated thermal drying facility.

A thermal dryer at the Clarksville WWTP will stabilize the biosolids material and significantly decrease the water content of the dewatered WWTP biosolids, which will improve ease of handling at landfills, reduce the volume and mass to be transported, and reduce landfill tipping fees. The dried biosolids product can also be utilized for land application.

Due to site constraints for future equipment at the beginning of the evaluation, paddle dryers were the only alternative that could physically fit on the site. However, after bench scale testing with manufacturers, it was determined that fibers in the primary sludge and turndown ratio would create issues for this technology. Thus, manufacturers were hesitant to guarantee performance of their equipment. The number of required equipment doubled per the manufacturers which increased capital cost as well as building footprint. Even though operating costs are slightly lower for paddle dryers compared to other drying technologies, the additional capital cost for equipment was not most economical.

Due to growing concerns with the undigested primary sludge variability, significant fibers, potential product conveyance issues, and paddle filming/encrustation, and the desire to land apply dried product in the future, Hazen no longer recommended paddle dryers for this application.

After further consideration, CGW decided to no longer reserve the space for another future treatment process and decided to allow the dryer to utilize this space. This allowed physical space for a drum drying system but not a belt drying system. CGW also re-evaluated their long-term goals and decided that land application had greater value and importance. Based on these decisions, a drum drying system was the recommended alternative. This technology provides the most marketable product for land application and best handled the fiber and turndown issues.

Due to concerns noted herein, pressing issues with the landfill, and an expedited design schedule, CGW decided to proceed with a sole-sourced Andritz drum drying system, which also better suited their increased desire for land application. Andritz is the leader amongst drum drying system providers in similar biosolids applications, equipment capacity, and number of installations in the United States. Also, CGW currently utilizes four (4) Andritz centrifuges at the WWTP and has received great customer service, support, and maintenance since the equipment has been operational. One Andritz DDS50 drum dryer system would meet the desired drying capacity and was selected to incorporate into the design. The DDS50 dryer system has an evaporative capacity of 11,025 lbs/hr of water and produces a very marketable, uniform pellet for land application. Useful life of drying equipment can vary significantly depending on amount of grit contained in the solids and the abrasiveness of the biosolids. It is anticipated that the drum dryer will have a useful life of 15-20 years.

In the event the drum drying system fails, dewatered cake will be discharged to the existing truck loadout and hauled to the landfill for disposal. This bypass will allow solids processing to continue at the WWTP in the event of failure.

Recommendation

Based on the advantages noted herein along with the experience and quality of past installations, an Andritz drum drying system is recommended for the Clarksville WWTP Thermal Dryer Improvements project.

Sincerely,



Jacob Van Dyke, PE
Associate

Sold Asset Report

Clarksville Gas and Water Department, TN

Date range: 01 Jul 2026 - 31 Jul 2026

ID	Description	VIN/Serial	Buyer	Sold Amount	Auction End Date	Auction End Time
522	14 used and untested Industrial Scientific M40 Gas monitors		Dennis Miller	\$88.00	19-Jul-2026	8:00 PM CT
526	ONE USED 40-yard roll-off dumpster		Timmy Reeves	\$2,600.00	01-Jul-2026	8:00 PM CT
527	ONE USED 40-yard roll-off dumpster		Timmy Reeves	\$2,600.00	01-Jul-2026	8:00 PM CT
530	2001 Chevrolet Silverado 1500	1GCEC14V81Z240807	Jimmie Townsend	\$3,602.00	15-Jul-2026	8:00 PM CT
				\$8,890.00		

CONTRACT CHANGE ORDER

Order No.: 1 - FINAL
Date: 7/13/2026

Bid No.: 4811 Job No.: Various
Project: Misc. Galvanized Water Main Replacement FY2026
Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043
Contractor: Moore Construction Company, Inc., PO Box 691, Clarksville, TN 37041-0691
Contract Date: November 24, 2025

Description of Changes	DEDUCTION from original Contract Price	ADDITION to original Contract Price
Final Reconciliation	\$ 70,953.49	\$ -
TOTALS	\$ 70,953.49	\$ -
NET CHANGE IN CONTRACT PRICE	\$	(70,953.49)

JUSTIFICATION:

This Contract Change Order serves to incorporate modifications to the original scope of work into the Contract and amend the Contract Documents as described in the attached Work Change Directives No. 1, 2, 3, 4, 5 and 6, which are herewith attached to this Contract Change Order as Exhibit 1.

This Contract Change Order also serves as final Contract Change Order reconciling the contract by adjusting estimated quantities to actual quantities used in the performance of the work.

Original Contract Amount:	\$ 1,196,995.00
one million one hundred ninety-six thousand nine hundred ninety-five dollars and zero cents	
Net Change of prior Contract Change Orders:	\$ -
N/A	
The amount of the Contract will be increased/decreased by the sum of:	\$ (70,953.49)
(seventy thousand nine hundred fifty-three dollars and forty-nine cents)	
The total Contract amount including this and previous Change Orders will be:	\$ 1,126,041.51
one million one hundred twenty-six thousand forty-one dollars and fifty-one cents	

NTP Commencement Date: 12/9/2025

Substantial Completion:

Original Contract Time to Substantial Completion:

180 Days

Original Substantial Contract Completion Date:

6/7/2026

Net Contract Time Changes of Prior COs - Substantial

Substantial Completion: N/A Days

Substantial Completion Contract Time Change

of this CO: 0 Days

Revised Substantial Contract Completion Date:

6/7/2026

Final Completion:

Original Contract Time to Final Completion:

210 Days

Original Final Contract Completion Date:

7/7/2026

Net Contract Time Changes of Prior COs -

Final Completion: N/A Days

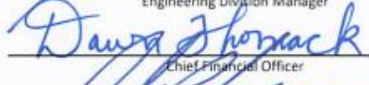
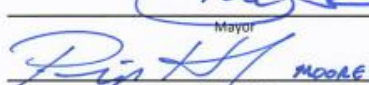
Final Completion Contract Time Change of this CO:

0 Days

Revised Final Contract Completion Date:

7/7/2026

This Contract Change Order is an amendment and/or supplement to the Contract Documents and will become part of the Contract Documents. All Contract provisions shall apply hereto. This Contract Change Order fully compensates the Contractor for any and all direct and indirect costs associated with change in the Work, including, but not limited to, any and all costs for delays, accelerations, job overhead, main office overhead and impact. This Contract Change Order contains the entire agreement and represents the understanding of the parties with respect to the subject matter contained in this Contract Change Order, and all prior negotiations and agreements are merged herein.

Requested:  Engineering Division Manager Date: 07/17/2026
Approved:  Chief Financial Officer Date: 7/20/2026
Accepted:  General Manager Date: 7/20/26
Accepted:  Mayor Date: 07-22-2026
Accepted:  Contractor Date: MOORE CONSTRUCTION 7-16-2026

FINAL RECONCILIATION

CO #: 1 - FINAL

Date: July 13, 2026

Project: Misc. Galvanized Water Main Replacement FY2026

Bid No.: 4811

Job No.: Various

Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043

Contractor: Moore Construction Company, Inc., PO Box 691, Clarksville, TN 37041-0691

Item No.	Description	Original Estimated Bid Quantity	Unit	Actual Quantity Used / \$ Exp.	Difference in Quantity	Unit Price / Allowance	Difference in Cost
A.	Wedgewood Drive (411-24538)						
A1.	Mobilization/Demobilization	1	LS	1	0	\$ 2,200.00	\$0.00
A2.	2" PVC Water Pipe; ASTM D2241, Pressure Rated for 200 psi, SDR 21	330	LF	316	(14)	\$ 70.00	(\$980.00)
A3.	6" x 2" Tapping Saddle and 2" Ball Valve w/ box and Thrust Blocking;	1	EA	1	0	\$ 2,200.00	\$0.00
A4.	Compact DI Fittings; includes Megalug restraint and Thrust Blocking (by weight of fittings and Megalug only)	100	LB	0	(100)	\$ 6.00	(\$600.00)
A5.	1" Service with 10 feet of Type K Copper Line; installed in meter box for use as dead-end flushing device	1	EA	1	0	\$ 1,500.00	\$0.00
A6.	1" Service with 5 feet of Type K Copper Line; installed as temp. sampling device at tie-in of new waterline	1	EA	1	0	\$ 1,400.00	\$0.00
A7.	3/4" Service Transfer; includes saddle, tap, corporation & coupling. Oenrt provides meter yoke, meter box and meter. Coordinate meter box locations with Owner Inspector. PEXa service pipe paid separately.	5	EA	5	0	\$ 1,800.00	\$0.00
A8.	3/4" PEXa Service Pipe	200	LF	202	2	\$ 12.00	\$24.00
A9.	Stone Backfill, includes offsite disposal of excavated materials	200	TON	22.2	(178)	\$ 10.00	(\$1,778.00)
A10.	Restore Pavement; includes milling and paving open-cut area in roadway with full depth crushed stone, pavement binder (BM2), max. 3" thickness; and full width overlay w/surface mix (CW), max. 1.5" thickness. Stone paid separately.	50	SY	81	31	\$ 50.00	\$1,550.00
A11.	Restore Concrete Storm Swale at 302 Wedgewood Drive; includes saw-cutting concrete, full depth crushed stone, and matching existing concrete up to 3-inch max. depth	30	SF	28	(2)	\$ 12.50	(\$25.00)
A12.	Remove and Replace Mailboxes	1	LS	1	0	\$ 750.00	\$0.00
A13.	Silt Fence	300	LF	122	(178)	\$ 1.50	(\$267.00)
A14.	Final Stabilization using Seed & Straw	1	LS	1	0	\$ 3,800.00	\$0.00
A15.	Final Stabilization using Erosion Control Matting, where Directed by Engineer	100	SY	0	(100)	\$ 3.00	(\$300.00)
A16.	Final Stabilization using Sod, where Directed by Engineer	100	SY	192	92	\$ 8.00	\$736.00
A17.	Final Tie-In and Abandonment of Existing Water Main; includes removal of blow-off assembly and valve box	1	LS	1	0	\$ 2,500.00	\$0.00
Wedgewood Drive (411-24538) - SUBTOTAL A							(\$1,640.00)
B.	Shannon Street (411-24540)						
B1.	Mobilization/Demobilization	1	LS	1	0	\$ 3,300.00	\$0.00
B2.	6" Ductile Iron Water Pipe Pressure Class 350 w/Locking Gaskets	445	LF	445	0	\$ 121.00	\$0.00
B3.	6" x 6" Tapping Sleeve & Valve (open-right), includes Valve Box and Thrust Blocking	1	EA	1	0	\$ 5,500.00	\$0.00

FINAL RECONCILIATION

CO #: 1 - FINAL

Date: July 13, 2026

Project: Misc. Galvanized Water Main Replacement FY2026

Bid No.: 4811

Job No.: Various

Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043

Contractor: Moore Construction Company, Inc., PO Box 691, Clarksville, TN 37041-0691

Item No.	Description	Original Estimated Bid Quantity	Unit	Actual Quantity Used / \$ Exp.	Difference in Quantity	Unit Price / Allowance	Difference in Cost
B4.	Fire Hydrant Assembly; includes 48" bury hydrant, 6" DI hydrant lead, 6" gate valve w/valve box, and 6" spool pieces. DI swivel tee w/Megalug restraint paid separately. Coordinate fire hydrant location with Owner's inspector.	1	EA	1	0	\$ 9,500.00	\$0.00
B5.	Compact DI Fittings; includes Megalug restraint and Thrust Blocking (by weight of fittings and Megalug only)	300	LB	106	(194)	\$ 5.00	(\$970.00)
B6.	1" Service with 5 feet of Type K Copper Line; installed as temp. sampling device at tie-in of new waterline	1	EA	1	0	\$ 1,800.00	\$0.00
B7.	3/4" Service Transfer; includes saddle, tap, corporation & coupling. Owner provides meter yoke, meter box and meter. Coordinate meter box locations with Owner's inspector. PEXa service pipe paid separately.	7	EA	7	0	\$ 1,600.00	\$0.00
B8.	3/4" PEXa Service Pipe	200	LF	268	68	\$ 12.00	\$816.00
B9.	Stone Backfill, includes offsite disposal of excavated materials	300	TON	106.81	(193)	\$ 10.00	(\$1,931.90)
B10.	Restore Pavement; includes milling and paving open-cut area in roadway with full depth crushed stone, pavement binder (BM2), max. 3" thickness; and full width overlay w/surface mix (CW), max. 1.5" thickness. Stone paid separately.	100	SY	90	(10)	\$ 50.00	(\$500.00)
B11.	Restore Paved Driveway at 319 and 323 Shannon Street; includes saw-cutting pavement, full depth crushed stone, and matching existing pavement up to 3-inch max. depth. Stone paid separately.	150	SF	332	182	\$ 15.00	\$2,730.00
B12.	Restore Concrete Driveway at 321 Shannon Street; includes saw-cutting concrete, full depth crushed stone, and matching existing concrete up to 3-inch max. depth. Stone paid separately.	75	SF	160	85	\$ 15.00	\$1,275.00
B13.	Remove and Replace Mailboxes	1	LS	1	0	\$ 750.00	\$0.00
B14.	Silt Fence	300	LF	0	(300)	\$ 1.50	(\$450.00)
B15.	Final Stabilization using Seed & Straw	1	LS	1	0	\$ 5,800.00	\$0.00
B16.	Final Stabilization using Erosion Control Matting, where Directed by Engineer	100	SY	0	(100)	\$ 3.25	(\$325.00)
B17.	Final Stabilization using Sod, where Directed by Engineer	100	SY	0	(100)	\$ 8.25	(\$825.00)
B18.	Final Tie-in and Abandonment of Existing Water Main; includes removal of blow-off assembly and valve box	1	LS	1	0	\$ 4,250.00	\$0.00
Shannon Street (411-24540) – SUBTOTAL B							(\$180.90)
C.	Garth Drive (411-24820)						
C1.	Mobilization/Demobilization	1	LS	1	0	\$ 3,500.00	\$0.00
C2.	6" PVC Water Pipe; ASTM D2241, Pressure Rated for 200 psi, SDR 21	1620	LF	1620	0	\$ 72.25	\$0.00

FINAL RECONCILIATION

CO #: 1 - FINAL

Date: July 13, 2026

Project: Misc. Galvanized Water Main Replacement FY2026

Bid No.: 4811

Job No.: Various

Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043

Contractor: Moore Construction Company, Inc., PO Box 691, Clarksville, TN 37041-0691

Item No.	Description	Original Estimated Bid Quantity	Unit	Actual Quantity Used / \$ Exp.	Difference in Quantity	Unit Price / Allowance	Difference in Cost
C3.	8" x 6" Tapping Sleeve & 6" Valve (open-right), includes Valve Box and Thrust Blocking	1	EA	1	0	\$ 6,200.00	\$0.00
C4.	6" x 6" Tapping Sleeve & 6" Valve (open-right), includes Valve Box and Thrust Blocking	1	EA	1	0	\$ 5,500.00	\$0.00
C5.	6" Gate Valve (open-right); includes Megalug restraint	4	EA	4	0	\$ 2,200.00	\$0.00
C6.	Fire Hydrant Assembly; includes 48" bury hydrant, 6" DI hydrant lead, 6" gate valve w/valve box, and 6" spool pieces. DI swivel tee w/Megalug restraint paid separately. Coordinate fire hydrant location with Owner's Inspector.	1	EA	1	0	\$ 9,500.00	\$0.00
C7.	Compact DI Fittings; includes Megalug restraint and Thrust Blocking (by weight of fittings and Megalug only)	300	LB	346	46	\$ 7.00	\$322.00
C8.	2" Service with 5 feet of Type K Copper Line; installed as temp. sampling device at tie-in of new waterline	3	EA	2	(1)	\$ 2,200.00	(\$2,200.00)
C9.	3/4" Service Transfer; includes saddle, tap, corporation & coupling. Owner provides meter yoke, meter box and meter. Coordinate meter box locations with Owner's Inspector. PEXa service pipe paid separately.	25	EA	25	0	\$ 850.00	\$0.00
C10.	3/4" PEXa Service Pipe	700	LF	624	(76)	\$ 12.00	(\$912.00)
C11.	Stone Backfill, includes offsite disposal of excavated materials	600	TON	279.11	(321)	\$ 10.00	(\$3,208.90)
C12.	Restore Pavement; includes milling and paving open-cut area in roadway with full depth crushed stone, pavement binder (BM2), max. 3" thickness; and full width overlay w/surface mix (CW), max. 1.5" thickness. Stone paid separately.	200	SY	253	53	\$ 63.00	\$3,339.00
C13.	Restore Paved Driveway; includes saw-cutting pavement, full depth crushed stone, and matching existing pavement up to 3-inch max. depth. Stone paid separately.	150	SF	799	649	\$ 19.00	\$12,331.00
C14.	Restore Concrete Driveway; includes saw-cutting concrete, full depth crushed stone, and matching existing concrete up to 3-inch max. depth. Stone paid separately.	750	SF	598	(152)	\$ 10.00	(\$1,520.00)
C15.	Remove and Replace Mailboxes	1	LS	1	0	\$ 3,500.00	\$0.00
C16.	Silt Fence	1000	LF	0	(1,000)	\$ 1.50	(\$1,500.00)
C17.	Final Stabilization using Seed & Straw	1	LS	1	0	\$ 9,500.00	\$0.00
C18.	Final Stabilization using Erosion Control Matting, where Directed by Engineer	100	SY	10	(90)	\$ 3.00	(\$270.00)
C19.	Final Stabilization using Sod, where Directed by Engineer	100	SY	0	(100)	\$ 8.00	(\$800.00)

FINAL RECONCILIATION

CO #: 1 - FINAL

Date: July 13, 2026

Project: Misc. Galvanized Water Main Replacement FY2026

Bid No.: 4811

Job No.: Various

Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043

Contractor: Moore Construction Company, Inc., PO Box 691, Clarksville, TN 37041-0691

Item No.	Description	Original Estimated Bid Quantity	Unit	Actual Quantity Used / \$ Exp.	Difference in Quantity	Unit Price / Allowance	Difference in Cost
C20.	Final Tie-in and Abandonment of Existing Water Main; includes removal of valve boxes	1	LS	1	0	\$ 5,500.00	\$0.00
Garth Drive (411-24820) - SUBTOTAL C							\$5,581.10
D.	Glade Street (411-24821)						
D1.	Mobilization/Demobilization	1	LS	1	0	\$ 2,500.00	\$0.00
D2.	6" Ductile Iron Water Pipe Pressure Class 350 w/Locking Gaskets	630	LF	630	0	\$ 106.00	\$0.00
D3.	6" x 6" Tapping Sleeve & 6" Valve (open-right), includes Valve Box and Thrust Blocking	2	EA	2	0	\$ 5,500.00	\$0.00
D4.	Fire Hydrant Assembly; includes 48" bury hydrant, 6" DI hydrant lead, 6" gate valve w/valve box, and 6" spool pieces. DI swivel tee w/Megalug restraint paid separately. Coordinate fire hydrant location with Owner's inspector.	1	EA	0	(1)	\$ 9,500.00	(\$9,500.00)
D5.	Compact DI Fittings; includes Megalug restraint and Thrust Blocking (by weight of fittings and Megalug only)	300	LB	117	(183)	\$ 5.25	(\$960.75)
D6.	2" Service with 5 feet of Type K Copper Line; installed as temp. sampling device at tie-in of new waterline	2	EA	2	0	\$ 2,200.00	\$0.00
D7.	3/4" Service Transfer; includes saddle, tap, corporation & coupling. Owner provides meter yoke, meter box and meter. Coordinate meter box locations with Owner's inspector. PEXa service pipe paid separately.	8	EA	8	0	\$ 800.00	\$0.00
D8.	3/4" PEXa Service Pipe	200	LF	223	23	\$ 12.00	\$276.00
D9.	Stone Backfill, includes offsite disposal of excavated materials	500	TON	64.5	(436)	\$ 10.00	(\$4,355.00)
D10.	Restore Pavement; includes milling and paving open-cut area in roadway with full depth crushed stone, pavement binder (BM2), max. 3" thickness; and full width overlay w/surface mix (CW), max. 1.5" thickness. Stone paid separately.	175	SY	61	(114)	\$ 45.00	(\$5,130.00)
D11.	Restore Paved Driveway; includes saw-cutting pavement, full depth crushed stone, and matching existing pavement up to 3-inch max. depth. Stone paid separately.	400	SF	305	(95)	\$ 10.00	(\$950.00)
D12.	Restore Concrete Driveway; includes saw-cutting concrete, full depth crushed stone, and matching existing concrete up to 3-inch max. depth. Stone paid separately.	250	SF	451	201	\$ 8.00	\$1,608.00
D13.	Remove and Replace Mailboxes	1	LS	1	0	\$ 1,000.00	\$0.00
D14.	Silt Fence	350	LF	0	(350)	\$ 1.50	(\$525.00)
D15.	Final Stabilization using Seed & Straw	1	LS	1	0	\$ 3,500.00	\$0.00
D16.	Final Stabilization using Erosion Control Matting, where Directed by Engineer	100	SY	0	(100)	\$ 3.00	(\$300.00)

FINAL RECONCILIATION

CO #: 1 - FINAL

Date: July 13, 2026

Project: Misc. Galvanized Water Main Replacement FY2026

Bid No.: 4811

Job No.: Various

Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043

Contractor: Moore Construction Company, Inc., PO Box 691, Clarksville, TN 37041-0691

Item No.	Description	Original Estimated Bid Quantity	Unit	Actual Quantity Used / \$ Exp.	Difference in Quantity	Unit Price / Allowance	Difference in Cost
D17.	Final Stabilization using Sod, where Directed by Engineer	100	SY	0	(100)	\$ 8.00	(\$800.00)
D18.	Final Tie-in and Abandonment of Existing Water Main	1	LS	1	0	\$ 3,500.00	\$0.00
Glade Street (411-24821) – SUBTOTAL D							(\$20,636.75)
E. Love Court (411-24822)							
E1.	Mobilization/Demobilization	1	LS	1	0	\$ 2,500.00	\$0.00
E2.	2" PVC Water Pipe; ASTM D2241, Pressure Rated for 200 psi, SDR 21	305	LF	305	0	\$ 92.00	\$0.00
E3.	6" x 2" Tapping Saddle and 2" Ball Valve w/ box and Thrust Blocking	1	EA	1	0	\$ 2,500.00	\$0.00
E4.	Compact DI Fittings; includes Megalug restraint and Thrust Blocking (by weight of fittings and Megalug only)	100	LB	0	(100)	\$ 2.00	(\$200.00)
E5.	1" Service with 10 feet of Type K Copper Line; installed in meter box for use as dead-end flushing device	1	EA	1	0	\$ 1,750.00	\$0.00
E6.	1" Service with 5 feet of Type K Copper Line; installed as temp. sampling device at tie-in of new waterline	1	EA	1	0	\$ 1,550.00	\$0.00
E7.	3/4" Service Transfer; includes saddle, tap, corporation & coupling. Owner provides meter yoke, meter box and meter. Coordinate meter box locations with Owner's inspector. PEXa service pipe paid separately.	4	EA	4	0	\$ 2,450.00	\$0.00
E8.	3/4" PEXa Service Pipe	100	LF	137	37	\$ 18.50	\$684.50
E9.	Stone Backfill, includes offsite disposal of excavated materials	150	TON	84.83	(65)	\$ 10.00	(\$651.70)
E10.	Restore Pavement; includes milling and paving open-cut area in roadway with full depth crushed stone, pavement binder (BM2), max. 3" thickness; and full width overlay w/surface mix (CW), max. 1.5" thickness. Stone paid separately.	100	SY	86	(14)	\$ 63.00	(\$882.00)
E11.	Restore Concrete Driveway 103 Love Court; includes saw-cutting concrete, full depth crushed stone, and matching existing concrete up to 3-inch max. depth. Stone paid separately.	120	SF	440	320	\$ 10.00	\$3,200.00
E12.	Remove and Replace Mailboxes	1	LS	1	0	\$ 400.00	\$0.00
E13.	Silt Fence	200	LF	0	(200)	\$ 1.50	(\$300.00)
E14.	Final Stabilization using Seed & Straw	1	LS	1	0	\$ 3,750.00	\$0.00
E15.	Final Stabilization using Erosion Control Matting, where Directed by Engineer	100	SY	0	(100)	\$ 3.00	(\$300.00)
E16.	Final Stabilization using Sod, where Directed by Engineer	100	SY	0	(100)	\$ 8.00	(\$800.00)
E17.	Final Tie-in and Abandonment of Existing Water Main; includes removal of blow-off assembly and valve box	1	LS	1	0	\$ 3,500.00	\$0.00
Love Court (411-24822) – SUBTOTAL E							\$750.80
F. Trahern Circle (411-24823)							
F1.	Mobilization/Demobilization	1	LS	1	0	\$ 2,400.00	\$0.00

FINAL RECONCILIATION

CO #: 1 - FINAL

Date: July 13, 2026

Project: Misc. Galvanized Water Main Replacement FY2026

Bid No.: 4811

Job No.: Various

Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043

Contractor: Moore Construction Company, Inc., PO Box 691, Clarksville, TN 37041-0691

Item No.	Description	Original Estimated Bid Quantity	Unit	Actual Quantity Used / \$ Exp.	Difference in Quantity	Unit Price / Allowance	Difference in Cost
F2.	6" Ductile Iron Water Pipe Pressure Class 350 w/Locking Gaskets	765	LF	762	(3)	\$ 125.00	(\$375.00)
F3.	6" x 6" Tapping Sleeve & 6" Valve (open-right), includes Valve Box and Thrust Blocking	2	EA	2	0	\$ 5,500.00	\$0.00
F4.	Fire Hydrant Assembly; includes 48" bury hydrant, 6" DI hydrant lead, 6" gate valve w/valve box, and 6" spool pieces. DI swivel tee w/Megalug restraint paid separately. Coordinate fire hydrant location with Owner's inspector.	1	EA	1	0	\$ 9,500.00	\$0.00
F5.	Compact DI Fittings; includes Megalug restraint and Thrust Blocking (by weight of fittings and Megalug only)	300	LB	431	131	\$ 10.70	\$1,401.70
F6.	2" Service with 5 feet of Type K Copper Line; installed as temp. sampling device at tie-in of new waterline	2	EA	2	0	\$ 2,200.00	\$0.00
F7.	3/4" Service Transfer; includes saddle, tap, corporation & coupling. Owner provides meter yoke, meter box and meter. Coordinate meter box locations with Owner's inspector. PEXa service pipe paid separately.	4	EA	4	0	\$ 1,850.00	\$0.00
F8.	2" Service Transfer; includes saddle, tap, corporation & coupling. Owner provides meter yoke, meter box and meter. Coordinate meter box locations with Owner's inspector. PEXa service pipe paid separately.	1	EA	1	0	\$ 2,325.00	\$0.00
F9.	3/4" PEXa Service Pipe	100	LF	110	10	\$ 12.00	\$120.00
F10.	2" PEXa Service Pipe	25	LF	15	(10)	\$ 21.00	(\$210.00)
F11.	Stone Backfill, includes offsite disposal of excavated materials	500	TON	450.42	(50)	\$ 10.00	(\$495.80)
F12.	Restore Pavement; includes milling and paving open-cut area in roadway with full depth crushed stone, pavement binder (BM2), max. 3" thickness; and full width overlay w/surface mix (CW), max. 1.5" thickness. Stone paid separately.	400	SY	577	177	\$ 45.00	\$7,965.00
F13.	Restore Paved Driveway; includes saw-cutting pavement, full depth crushed stone, and matching existing pavement up to 3-inch max. depth. Stone paid separately.	400	SF	0	(400)	\$ 9.50	(\$3,800.00)
F14.	Restore Concrete Driveway; includes saw-cutting concrete, full depth crushed stone, and matching existing concrete up to 3-inch max. depth. Stone paid separately.	250	SF	0	(250)	\$ 11.00	(\$2,750.00)
F15.	Remove and Replace Mailboxes and small Property Markers	1	LS	1	0	\$ 2,400.00	\$0.00
F16.	Silt Fence	300	LF	0	(300)	\$ 2.00	(\$600.00)
F17.	Final Stabilization using Seed & Straw	1	LS	1	0	\$ 4,500.00	\$0.00

FINAL RECONCILIATION

CO #: 1 - FINAL

Date: July 13, 2026

Project: Misc. Galvanized Water Main Replacement FY2026

Bid No.: 4811

Job No.: Various

Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043

Contractor: Moore Construction Company, Inc., PO Box 691, Clarksville, TN 37041-0691

Item No.	Description	Original Estimated Bid Quantity	Unit	Actual Quantity Used / \$ Exp.	Difference in Quantity	Unit Price / Allowance	Difference in Cost
F18.	Final Stabilization using Erosion Control Matting, where Directed by Engineer	100	SY	0	(100)	\$ 3.00	(\$300.00)
F19.	Final Stabilization using Sod, where Directed by Engineer	100	SY	0	(100)	\$ 8.00	(\$800.00)
F20.	Final Tie-in and Abandonment of Existing Water Main	1	LS	1	0	\$ 1,200.00	\$0.00
Trahern Circle (411-24823) - SUBTOTAL F							\$155.90
G.	Daniel Street (411-24824)						
G1.	Mobilization/Demobilization	1	LS	1	0	\$ 2,500.00	\$0.00
G2.	6" Ductile Iron Water Pipe Pressure Class 350 w/Locking Gaskets	495	LF	503	8	\$ 120.00	\$960.00
G3.	16" x 6" Tapping Sleeve & 6" Valve (open-right), includes Valve Box and Thrust Blocking	1	EA	1	0	\$ 17,500.00	\$0.00
G4.	6" x 6" Tapping Sleeve & 6" Valve (open-right), includes Valve Box and Thrust Blocking	1	EA	1	0	\$ 5,500.00	\$0.00
G5.	Fire Hydrant Assembly; includes 48" bury hydrant, 6" DI hydrant lead, 6" gate valve w/valve box, and 6" spool pieces. DI swivel tee w/Megalug restraint paid separately. Coordinate fire hydrant location with Owner's inspector.	1	EA	0	(1)	\$ 9,500.00	(\$9,500.00)
G6.	Compact DI Fittings; includes Megalug restraint and Thrust Blocking (by weight of fittings and Megalug only)	300	LB	126	(174)	\$ 8.00	(\$1,392.00)
G7.	2" Service with 5 feet of Type K Copper Line; installed as temp. sampling device at tie-in of new waterline	2	EA	1	(1)	\$ 2,200.00	(\$2,200.00)
G8.	3/4" Service Transfer; includes saddle, tap, corporation & coupling. Owner provides meter yoke, meter box and meter. Coordinate meter box locations with Owner's inspector. PEXa service pipe paid separately.	5	EA	6	1	\$ 1,850.00	\$1,850.00
G9.	3/4" PEXa Service Pipe	150	LF	73	(77)	\$ 10.00	(\$770.00)
G10.	Stone Backfill, includes offsite disposal of excavated materials	700	TON	213.24	(487)	\$ 10.00	(\$4,867.60)
G11.	Restore Pavement; includes milling and paving open-cut area in roadway with full depth crushed stone, pavement binder (BM2), max. 3" thickness; and full width overlay w/surface mix (CW), max. 1.5" thickness. Stone paid separately.	150	SY	123	(27)	\$ 45.00	(\$1,215.00)
G12.	Restore Gravel Driveways; includes placement of compacted stone in excavation across driveway. Stone paid separately.	1	LS	1	0	\$ 250.00	\$0.00
G13.	Restore Concrete Driveway; includes saw-cutting concrete, full depth crushed stone, and matching existing concrete up to 3-inch max. depth. Stone paid separately.	200	SF	0	(200)	\$ 10.00	(\$2,000.00)

FINAL RECONCILIATION

CO #: 1 - FINAL

Date: July 13, 2026

Project: Misc. Galvanized Water Main Replacement FY2026

Bid No.: 4811

Job No.: Various

Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043

Contractor: Moore Construction Company, Inc., PO Box 691, Clarksville, TN 37041-0691

Item No.	Description	Original Estimated Bid Quantity	Unit	Actual Quantity Used / \$ Exp.	Difference in Quantity	Unit Price / Allowance	Difference in Cost
G14.	Restore Concrete Sidewalk; includes removal and off-site disposal of concrete, full depth crushed stone, 5-foot wide ADA-compliant sidewalk, 4-inch max. depth. Stone paid separately. Coordinate with Clarksville Street Dept. and Owner's inspector for sidewalk inspection.	1250	SF	960	(290)	\$ 20.00	(\$5,800.00)
G15.	Remove Tree at 1014 Daniel Street. Contractor to dispose of debris off-site. Coordinate with property owner before removing tree.	1	LS	0	(1)	\$ 1,500.00	(\$1,500.00)
G16.	Silt Fence	250	LF	0	(250)	\$ 1.50	(\$375.00)
G17.	Final Stabilization using Seed & Straw	1	LS	1	0	\$ 3,500.00	\$0.00
G18.	Final Stabilization using Erosion Control Matting, where Directed by Engineer	100	SY	0	(100)	\$ 3.00	(\$300.00)
G19.	Final Stabilization using Sod, where Directed by Engineer	100	SY	0	(100)	\$ 8.00	(\$800.00)
G20.	Final Tie-in and Abandonment of Existing Water Main	1	LS	1	0	\$ 3,500.00	\$0.00
Daniel Street (411-24824) - SUBTOTAL G							(\$27,909.60)
H.	Vista Lane (411-24826)						
H1.	Mobilization/Demobilization	1	LS	1	0	\$ 2,500.00	\$0.00
H2.	6" Ductile Iron Water Pipe Pressure Class 350 w/Locking Gaskets	540	LF	544	4	\$ 122.00	\$488.00
H3.	12" x 6" Tapping Sleeve & 6" Valve (open-right), includes Valve Box and Thrust Blocking	1	EA	1	0	\$ 9,500.00	\$0.00
H4.	6" x 6" Tapping Sleeve & 6" Valve (open-right), includes Valve Box and Thrust Blocking	1	EA	1	0	\$ 5,500.00	\$0.00
H5.	Fire Hydrant Assembly; includes 6" gate valve, valve box, 48" bury hydrant, 6" spool pieces, hydrant tee-fitting, and thrust blocking. Coordinate fire hydrant location with Owner's inspector.	1	EA	1	0	\$ 9,500.00	\$0.00
H6.	Compact DI Fittings; includes Megalug restraint and Thrust Blocking (by weight of fittings and Megalug only)	300	LB	509	209	\$ 8.00	\$1,672.00
H7.	2" Service with 5 feet of Type K Copper Line; installed as temp. sampling device at tie-in of new waterline	2	EA	2	0	\$ 2,200.00	\$0.00
H8.	3/4" Service Transfer; includes saddle, tap, corporation & coupling. Owner provides meter yoke, meter box and meter. Coordinate meter box locations with Owner's inspector. PEXa service pipe paid separately.	10	EA	11	1	\$ 1,850.00	\$1,850.00
H9.	3/4" PEXa Service Pipe	350	LF	337	(13)	\$ 10.00	(\$130.00)
H10.	Stone Backfill, includes offsite disposal of excavated materials	375	TON	213.89	(161)	\$ 10.00	(\$1,611.10)

FINAL RECONCILIATION

CO #: 1 - FINAL

Date: July 13, 2026

Project: Misc. Galvanized Water Main Replacement FY2026

Bid No.: 4811

Job No.: Various

Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043

Contractor: Moore Construction Company, Inc., PO Box 691, Clarksville, TN 37041-0691

Item No.	Description	Original Estimated Bid Quantity	Unit	Actual Quantity Used / \$ Exp.	Difference in Quantity	Unit Price / Allowance	Difference in Cost
H11.	Restore Pavement; includes milling and paving open-cut area in roadway with full depth crushed stone, pavement binder (BM2), max. 3" thickness; and full width overlay w/surface mix (CW), max. 1.5" thickness. Stone paid separately.	150	SY	262	112	\$ 48.00	\$5,376.00
H12.	Restore Paved Driveway; includes saw-cutting pavement, full depth crushed stone, and matching existing pavement up to 3-inch max. depth. Stone paid separately.	300	SF	292	(8)	\$ 12.50	(\$100.00)
H13.	Restore Concrete Driveway; includes saw-cutting concrete, full depth crushed stone, and matching existing concrete up to 3-inch max. depth. Stone paid separately.	750	SF	0	(750)	\$ 6.00	(\$4,500.00)
H14.	Remove and Replace Mailboxes	1	LS	1	0	\$ 1,000.00	\$0.00
H15.	Silt Fence	300	LF	0	(300)	\$ 1.50	(\$450.00)
H16.	Final Stabilization using Seed & Straw	1	LS	1	0	\$ 3,500.00	\$0.00
H17.	Final Stabilization using Erosion Control Matting, where Directed by Engineer	100	SY	0	(100)	\$ 3.00	(\$300.00)
H18.	Final Stabilization using Sod, where Directed by Engineer	100	SY	0	(100)	\$ 8.00	(\$800.00)
H19.	Final Tie-in and Abandonment of Existing Water Main	1	LS	1	0	\$ 3,250.00	\$0.00
Vista Lane (411-24826) - SUBTOTAL H							\$1,494.90
I.	Contingency Allowance	Allowance		\$ 21,431.06	N/A	\$ 50,000.00	(\$28,568.94)
J.	Project Close-Out	1	LS	1	0	\$ 50,000.00	\$0.00
Total Adjustment for Final Contract Change Order							(\$70,953.49)

Final Cost Allocation Summary by Job Number (includes Contingency Allowance and Project Close-Out Allocation):

Wedgewood Drive	411-24538	\$ 60,485.00
Shannon Street	411-24540	\$ 120,653.07
Garth Drive	411-24820	\$ 267,302.19
Glade Street	411-24821	\$ 120,238.75
Love Court	411-24822	\$ 74,831.30
Trahern Circle	411-24823	\$ 183,340.90
Daniel Street	411-24824	\$ 141,265.40
Vista Lane	411-24826	\$ 157,924.90

Misc. Galvanized Water Main Replacement FY2026
Bid No. 4811

WORK CHANGE DIRECTIVE NO.: 1

Owner: City of Clarksville
Engineer: Clarksville Gas & Water Department (CGW)
Contractor: Moore Construction

Owner's Project No.: 411 24820

Date Issued: 5/27/2026
Effective Date of Work Change Directive: 4/6/2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Excavation and installation of 41 feet of 6" ductile iron pipe with additional bends, restraints, and concrete work was required to avoid conflict with an unknown storm pipe at the intersection of Covington Street and Garth Drive.

Attachments:

Moore Construction Company, Inc. Cost Summary
Construction Photographs

Purpose for the Work Change Directive:

The additional work is required to avoid conflict with an unknown storm water pipe.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 9,533.44 increase
Contract Time: 0 days

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

RECOMMENDED BY ENGINEER

By: W. J. Brown

Title: Project Manager

Date: 5/29/26

AUTHORIZED BY OWNER

By: [Signature]

Title: Engineering Division Manager

Date: 05/29/2026

RECEIVED BY CONTRACTOR

By: [Signature]

Title: Project Manager

Date: 5/29-26

EJCDC® C-940, Work Change Directive.

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Time and Material Labor Cost & Summary

LABOR									
			STANDARD			OVERTIME			TOTAL
EmpID	Classification	Description	HR	RATE	TOTAL	HR	RATE	TOTAL	
1520	Foreman		10.00	\$ 62.35	\$ 623.50		\$ 93.53	\$ -	\$ 623.50
1520	Operator Class 2		10.00	\$ 40.95	\$ 409.50		\$ 61.43	\$ -	\$ 409.50
1773	Operator Class 2		10.00	\$ 40.95	\$ 409.50		\$ 61.43	\$ -	\$ 409.50
1831	Operator Class 2			\$ 40.95	\$ -		\$ 61.43	\$ -	\$ -
1829	Operator Class 2			\$ 40.95	\$ -		\$ 61.43	\$ -	\$ -
660	Pipelayer Class 2		10.00	\$ 34.90	\$ 349.00		\$ 52.35	\$ -	\$ 349.00
1306	Pipelayer Class 2			\$ 34.90	\$ -		\$ 52.35	\$ -	\$ -
1831	Labor Class 2		10.00	\$ 28.10	\$ 281.00		\$ 42.15	\$ -	\$ 281.00
2224	Labor Class 2		10.00	\$ 28.10	\$ 281.00		\$ 42.15	\$ -	\$ 281.00
1829	Labor Class 2			\$ 28.10	\$ -		\$ 42.15	\$ -	\$ -
40	Project Manager		2.00	\$ 82.50	\$ 165.00		\$ 123.75	\$ -	\$ 165.00
	Surveyor			\$ 90.00	\$ -		\$ 135.00	\$ -	\$ -
			62.00		\$ 2,518.50	0.00		\$ -	\$ 2,518.50

Total Labor	\$	2,518.50
Total Equipment	\$	3,500.00
Total Material	\$	3,514.94
Total Subcontractor	\$	-
Total Bill	\$	9,533.44

MOORE CONSTRUCTION COMPANY, INC.

Time and Material Equipment Cost

Date 4/24/2026 Project Misc. Galv. Water Main
Owner CG&W Engineer _____
Description Extra work digging and installing additional 41 feet of 6" DI pipe and fittings needed for cut and cap.
Loaction was changed due to elevation conflict with the storm line at Covington St and Garth Dr

EQUIPMENT									
EqplD	Classification	Description	STANDARD			IDLE			TOTAL
			HR	RATE	TOTAL	HR	RATE	TOTAL	
A 12	Traffic Control	Signs - Set A 12		\$ 34.00	\$ -		\$ 34.00	\$ -	\$ -
RP 32	Traffic Control	Road Plate 8x10 - 32	10.00	\$ 15.00	\$ 150.00		\$ 15.00	\$ -	\$ 150.00
RP 33	Traffic Control	Road Plate 8x10 - 33	10.00	\$ 15.00	\$ 150.00		\$ 15.00	\$ -	\$ 150.00
RP 34	Traffic Control	Road Plate 8x10 - 34		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
CB 5	Traffic Control	Concrete Barriers (5)		\$ 75.00	\$ -		\$ 75.00	\$ -	\$ -
TB 38	Trench Box	Pro Tec 8x16 - 38		\$ 25.00	\$ -		\$ 25.00	\$ -	\$ -
TB 39	Trench Box	Pro Tec 8x20 - 39		\$ 28.00	\$ -		\$ 28.00	\$ -	\$ -
410	Excavator - Hitachi	Hitachi 345		\$ 215.00	\$ -		\$ 215.00	\$ -	\$ -
403	Excavator - Komats	PC238USLC-11		\$ 180.00	\$ -		\$ 180.00	\$ -	\$ -
401	Excavator - Komats	PC290LCI-11		\$ 205.00	\$ -		\$ 205.00	\$ -	\$ -
367	Excavator - Komats	PC228USLC-8		\$ 175.00	\$ -		\$ 175.00	\$ -	\$ -
402	Loader - Komatsu	WA200-8	10.00	\$ 135.00	\$ 1,350.00		\$ 135.00	\$ -	\$ 1,350.00
356	Loader - Komatsu	WA150L-5		\$ 115.00	\$ -		\$ 115.00	\$ -	\$ -
	Excavator - John De	P50	10.00	\$ 115.00	\$ 1,150.00		\$ 115.00	\$ -	\$ 1,150.00
	Excavator - John De	JD 300G		\$ 215.00	\$ -				
AC 43	Air Compressor	P185 - Ingersoll Rand		\$ 35.00	\$ -		\$ 35.00	\$ -	\$ -
349	Truck	Foreman - RM	10.00	\$ 10.00	\$ 100.00		\$ 10.00	\$ -	\$ 100.00
350	Truck	Support/Tool - RM	10.00	\$ 15.00	\$ 150.00		\$ 15.00	\$ -	\$ 150.00
354	Truck	Support/Tool - RD		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
	Truck	Single-Axle Dump	10.00	\$ 45.00	\$ 450.00		\$ 45.00	\$ -	\$ 450.00
325	Truck	Tri-Axle Dump		\$ 65.00	\$ -		\$ 65.00	\$ -	\$ -
272	Dozer - CAT	D3C		\$ 110.00	\$ -		\$ 110.00	\$ -	\$ -
350	Truck	Support/Tool - RM		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
340	Excavator - Cat	322L		\$ 175.00	\$ -		\$ 175.00	\$ -	\$ -
0	Rock Hammer - Joh	NPK GH-15		\$ 120.00	\$ -		\$ 120.00	\$ -	\$ -
	Rock Hammer - Hit	NPK GH-10		\$ 100.00	\$ -		\$ 100.00	\$ -	\$ -
	Dozer-Komatsu	D51-EX		\$ 125.00	\$ -		\$ 125.00	\$ -	\$ -
0	Compactor	Compactor		\$ 135.00	\$ -		\$ 135.00	\$ -	\$ -
0	Dump - Volvo	A25 Off Road Dump		\$ 145.00	\$ -		\$ 145.00	\$ -	\$ -
404	Survey Equipment	Topcon Base & Rover		\$ 18.00	\$ -		\$ 18.00	\$ -	\$ -
	Excavator - Hitachi	Hitachi 345		\$ 215.00					
	Water Truck	Water Pump Truck		\$ 45.00	\$ -		\$ 45.00	\$ -	\$ -
	Lowboy	Truck		\$ 185.00	\$ -		\$ 185.00	\$ -	\$ -
	Hitachi 245	Hitachi 245		\$ 180.00	\$ -		\$ 180.00	\$ -	\$ -
			70.00		\$ 3,500.00	0.00		\$ -	\$ 3,500.00

MOORE CONSTRUCTION COMPANY, INC.

Materials

Date	Vendor	Invoice	Amount
04/22/26	Core & Main		
	41 LF of Ductile Iron pipe		\$ 1,234.61
	4 EA 6" 90 degree bend		\$ 720.86
	2 EA 6" 11.25 degree bend		\$ 277.86
	12 EA 6" Restraints		\$ 949.23
04/22/26	Concrete 1 yard		\$ 165.00
	Subtotal		\$ 3,347.56
Materials Total			\$ 3,347.56









Misc. Galvanized Water Main Replacement FY2026
Bid No. 4811

WORK CHANGE DIRECTIVE NO.: 2

Owner: City of Clarksville Owner's Project No.: 411 24820
Engineer: Clarksville Gas & Water Department (CGW)
Contractor: Moore Construction

Date Issued: 5/27/2026 Effective Date of Work Change Directive: 4/10/2026

Contractor is directed to proceed promptly with the following change(s):

Description:

**Extra excavation for potholing was required to track the 2" galvanized water line for the cut and cap.
The location of the 2" water line was different than shown on the construction plans.**

Attachments:

Moore Construction Company, Inc. Cost Summary

Purpose for the Work Change Directive:

The 2" water line being abandoned was not located as shown on drawings. Further work was necessary to locate the line for the cut and cap.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 3,605.13 increase

Contract Time: 0 days

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

RECOMMENDED BY ENGINEER

By: [Signature]
Title: Project Manager
Date: 5/29/26

AUTHORIZED BY OWNER

By: [Signature]
Title: Engineering Division Manager
Date: 05/29/2026

RECEIVED BY CONTRACTOR

By: [Signature]
Title: Project Manager
Date: 5-29-26

EJCDC® C-940, Work Change Directive.

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Time and Material Labor Cost & Summary

Description	Extra work digging and chasing 2" water line on Garth dr to find tie in location needed for cut and cap. This location was not found as line went across Old Trenton rd.
-------------	---

Total Summary		
Total Labor	\$	1,817.63
Total Equipment	\$	1,787.50
Total Material	\$	-
Total Subcontractor	\$	-
Total Bill	\$	3,605.13

MOORE CONSTRUCTION COMPANY, INC.

Time and Material Equipment Cost

Date 4/6/2026 Project Misc. Galv. Water Main
Owner CG&W Engineer _____
Description Extra work digging and chasing 2" water line on Garth dr to find tie in location needed for cut and cap.
This location was not found as line went across Old Trenton rd.

EQUIPMENT								
EqplD	Classification	Description	STANDARD			IDLE		
			HR	RATE	TOTAL	HR	RATE	TOTAL
A 12	Traffic Control	Signs - Set A 12		\$ 34.00	\$ -		\$ 34.00	\$ -
RP 32	Traffic Control	Road Plate 8x10 - 32		\$ 15.00	\$ -		\$ 15.00	\$ -
RP 33	Traffic Control	Road Plate 8x10 - 33		\$ 15.00	\$ -		\$ 15.00	\$ -
RP 34	Traffic Control	Road Plate 8x10 - 34		\$ 15.00	\$ -		\$ 15.00	\$ -
CB 5	Traffic Control	Concrete Barriers (5)		\$ 75.00	\$ -		\$ 75.00	\$ -
TB 38	Trench Box	Pro Tec 8x16 - 38		\$ 25.00	\$ -		\$ 25.00	\$ -
TB 39	Trench Box	Pro Tec 8x20 - 39		\$ 28.00	\$ -		\$ 28.00	\$ -
410	Excavator - Hitachi	Hitachi 345		\$ 215.00	\$ -		\$ 215.00	\$ -
403	Excavator - Komats	PC238USLC-11		\$ 180.00	\$ -		\$ 180.00	\$ -
401	Excavator - Komats	PC290LCI-11		\$ 205.00	\$ -		\$ 205.00	\$ -
367	Excavator - Komats	PC228USLC-8		\$ 175.00	\$ -		\$ 175.00	\$ -
402	Loader - Komatsu	WA200-8	6.50	\$ 135.00	\$ 877.50		\$ 135.00	\$ -
356	Loader - Komatsu	WA150L-5		\$ 115.00	\$ -		\$ 115.00	\$ -
	Excavator - John De	P50	6.50	\$ 115.00	\$ 747.50		\$ 115.00	\$ -
	Excavator - John De	JD 300G		\$ 215.00	\$ -			
AC 43	Air Compressor	P185 - Ingersoll Rand		\$ 35.00	\$ -		\$ 35.00	\$ -
349	Truck	Foreman - RM	6.50	\$ 10.00	\$ 65.00		\$ 10.00	\$ -
350	Truck	Support/Tool - RM	6.50	\$ 15.00	\$ 97.50		\$ 15.00	\$ -
354	Truck	Support/Tool - RD		\$ 15.00	\$ -		\$ 15.00	\$ -
	Truck	Single-Axle Dump		\$ 45.00	\$ -		\$ 45.00	\$ -
325	Truck	Tri-Axle Dump		\$ 65.00	\$ -		\$ 65.00	\$ -
272	Dozer - CAT	D3C		\$ 110.00	\$ -		\$ 110.00	\$ -
350	Truck	Support/Tool - RM		\$ 15.00	\$ -		\$ 15.00	\$ -
340	Excavator - Cat	322L		\$ 175.00	\$ -		\$ 175.00	\$ -
0	Rock Hammer - Joh	NPK GH-15		\$ 120.00	\$ -		\$ 120.00	\$ -
	Rock Hammer - Hita	NPK GH-10		\$ 100.00	\$ -		\$ 100.00	\$ -
	Dozer-Komatsu	D51-EX		\$ 125.00	\$ -		\$ 125.00	\$ -
0	Compactor	Compactor		\$ 135.00	\$ -		\$ 135.00	\$ -
0	Dump - Volvo	A25 Off Road Dump		\$ 145.00	\$ -		\$ 145.00	\$ -
404	Survey Equipment	Topcon Base & Rover		\$ 18.00	\$ -		\$ 18.00	\$ -
	Excavator - Hitachi	Hitachi 345		\$ 215.00				
	Water Truck	Water Pump Truck		\$ 45.00	\$ -		\$ 45.00	\$ -
	Lowboy	Truck		\$ 185.00	\$ -		\$ 185.00	\$ -
	Hitachi 245	Hitachi 245		\$ 180.00	\$ -		\$ 180.00	\$ -
			26.00		\$ 1,787.50	0.00		\$ -
								\$ 1,787.50

Misc. Galvanized Water Main Replacement FY2026
Bid No. 4811

WORK CHANGE DIRECTIVE NO.: 3

Owner: City of Clarksville Owner's Project No.: 411 24821
Engineer: Clarksville Gas & Water Department (CGW)
Contractor: Moore Construction

Date Issued: 5/27/2026 Effective Date of Work Change Directive: 4/10/2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Unplanned down time was experienced by the contractor due to a delay from CGW construction. Contractor was asked to pause construction on Glade Street while CGW construction completed valve installation work in the area.

Attachments:

Moore Construction Company, Inc. Cost Summary

Purpose for the Work Change Directive:

Clarksville Gas & Water was installing new isolation valves into the system that affected the lines involved in the work.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 1,570.50 increase
Contract Time: 0 days

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

RECOMMENDED BY ENGINEER

By: [Signature]
Title: Project Manager
Date: 5/29/26

AUTHORIZED BY OWNER

By: [Signature]
Title: Engineering Division Manager
Date: 05/29/2026

RECEIVED BY CONTRACTOR

By: [Signature]
Title: Project Manager
Date: 5-29-26

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Time and Material Labor Cost & Summary

Description	Extra down time on Glade Street waiting on CG&W locating and installing insulation valves

Total Summary		
Total Labor	\$	745.50
Total Equipment	\$	825.00
Total Material	\$	-
Total Subcontractor	\$	-
Total Bill	\$	1,570.50

MOORE CONSTRUCTION COMPANY, INC.

Time and Material Equipment Cost

Date 4/6/2026 Project Misc. Galv. Water Main
Owner CG&W Engineer _____
Description Extra down time on Glade Street waiting on CG&W locating and installing insolation valves

EQUIPMENT								
EqptID	Classification	Description	STANDARD			IDLE		
			HR	RATE	TOTAL	HR	RATE	TOTAL
A 12	Traffic Control	Signs - Set A 12		\$ 34.00	\$ -		\$ 34.00	\$ -
RP 32	Traffic Control	Road Plate 8x10 - 32		\$ 15.00	\$ -		\$ 15.00	\$ -
RP 33	Traffic Control	Road Plate 8x10 - 33		\$ 15.00	\$ -		\$ 15.00	\$ -
RP 34	Traffic Control	Road Plate 8x10 - 34		\$ 15.00	\$ -		\$ 15.00	\$ -
CB 5	Traffic Control	Concrete Barriers (5)		\$ 75.00	\$ -		\$ 75.00	\$ -
TB 38	Trench Box	Pro Tec 8x16 - 38		\$ 25.00	\$ -		\$ 25.00	\$ -
TB 39	Trench Box	Pro Tec 8x20 - 39		\$ 28.00	\$ -		\$ 28.00	\$ -
410	Excavator - Hitachi	Hitachi 345		\$ 215.00	\$ -		\$ 215.00	\$ -
403	Excavator - Komats	PC238USLC-11		\$ 180.00	\$ -		\$ 180.00	\$ -
401	Excavator - Komats	PC290LCI-11		\$ 205.00	\$ -		\$ 205.00	\$ -
367	Excavator - Komats	PC228USLC-8		\$ 175.00	\$ -		\$ 175.00	\$ -
402	Loader - Komatsu	WA200-8	3.00	\$ 135.00	\$ 405.00		\$ 135.00	\$ -
356	Loader - Komatsu	WA150L-5		\$ 115.00	\$ -		\$ 115.00	\$ -
	Excavator - John De	P50	3.00	\$ 115.00	\$ 345.00		\$ 115.00	\$ -
	Excavator - John De	JD 300G		\$ 215.00	\$ -			
AC 43	Air Compressor	P185 - Ingersoll Rand		\$ 35.00	\$ -		\$ 35.00	\$ -
349	Truck	Foreman - RM	3.00	\$ 10.00	\$ 30.00		\$ 10.00	\$ -
350	Truck	Support/Tool - RM	3.00	\$ 15.00	\$ 45.00		\$ 15.00	\$ -
354	Truck	Support/Tool - RD		\$ 15.00	\$ -		\$ 15.00	\$ -
	Truck	Single-Axle Dump		\$ 45.00	\$ -		\$ 45.00	\$ -
325	Truck	Tri-Axle Dump		\$ 65.00	\$ -		\$ 65.00	\$ -
272	Dozer - CAT	D3C		\$ 110.00	\$ -		\$ 110.00	\$ -
350	Truck	Support/Tool - RM		\$ 15.00	\$ -		\$ 15.00	\$ -
340	Excavator - Cat	322L		\$ 175.00	\$ -		\$ 175.00	\$ -
0	Rock Hammer - Joh	NPK GH-15		\$ 120.00	\$ -		\$ 120.00	\$ -
	Rock Hammer - Hita	NPK GH-10		\$ 100.00	\$ -		\$ 100.00	\$ -
	Dozer-Komatsu	D51-EX		\$ 125.00	\$ -		\$ 125.00	\$ -
0	Compactor	Compactor		\$ 135.00	\$ -		\$ 135.00	\$ -
0	Dump - Volvo	A25 Off Road Dump		\$ 145.00	\$ -		\$ 145.00	\$ -
404	Survey Equipment	Topcon Base & Rover		\$ 18.00	\$ -		\$ 18.00	\$ -
	Excavator - Hitachi	Hitachi 345		\$ 215.00	\$ -			
	Water Truck	Water Pump Truck		\$ 45.00	\$ -		\$ 45.00	\$ -
	Lowboy	Truck		\$ 185.00	\$ -		\$ 185.00	\$ -
	Hitachi 245	Hitachi 245		\$ 180.00	\$ -		\$ 180.00	\$ -
			12.00		\$ 825.00	0.00		\$ -
								\$ 825.00

Misc. Galvanized Water Main Replacement FY2026
Bid No. 4811

WORK CHANGE DIRECTIVE NO.: 4

Owner: City of Clarksville Owner's Project No.: 411 24822
Engineer: Clarksville Gas & Water Department (CGW)
Contractor: Moore Construction

Date Issued: 5/27/2026 Effective Date of Work Change Directive: 4/10/2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Unplanned down time was experienced by the contractor due to a delay from CGW construction. Contractor was asked to pause construction on Love Court while CGW construction completed valve installation work in the area.

Attachments:

Moore Construction Company, Inc. Cost Summary

Purpose for the Work Change Directive:

Clarksville Gas & Water was installing new isolation valves into the system that affected the lines involved in the work.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 1,570.50 increase

Contract Time: 0 days

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

RECOMMENDED BY ENGINEER

By: [Signature]

Title: Project Manager

Date: 5/29/26

AUTHORIZED BY OWNER

By: [Signature]

Title: Engineering Division Manager

Date: 05/29/2026

RECEIVED BY CONTRACTOR

By: [Signature]

Title: Project Manager

Date: 5-29-26

EJCDC® C-940, Work Change Directive.

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Time and Material Labor Cost & Summary

Total Summary		
Total Labor	\$	745.50
Total Equipment	\$	825.00
Total Material	\$	-
Total Subcontractor	\$	-
Total Bill	\$	1,570.50

MOORE CONSTRUCTION COMPANY, INC.

Time and Material Equipment Cost

Date 4/6/2026 Project Misc. Galv. Water Main
Owner CG&W Engineer _____
Description Extra down time on Love Ct waiting on CG&W locating and installing insolation valves

EQUIPMENT								
EqplD	Classification	Description	STANDARD			IDLE		
			HR	RATE	TOTAL	HR	RATE	TOTAL
A 12	Traffic Control	Signs - Set A 12		\$ 34.00	\$ -		\$ 34.00	\$ -
RP 32	Traffic Control	Road Plate 8x10 - 32		\$ 15.00	\$ -		\$ 15.00	\$ -
RP 33	Traffic Control	Road Plate 8x10 - 33		\$ 15.00	\$ -		\$ 15.00	\$ -
RP 34	Traffic Control	Road Plate 8x10 - 34		\$ 15.00	\$ -		\$ 15.00	\$ -
CB 5	Traffic Control	Concrete Barriers (5)		\$ 75.00	\$ -		\$ 75.00	\$ -
TB 38	Trench Box	Pro Tec 8x16 - 38		\$ 25.00	\$ -		\$ 25.00	\$ -
TB 39	Trench Box	Pro Tec 8x20 - 39		\$ 28.00	\$ -		\$ 28.00	\$ -
410	Excavator - Hitachi	Hitachi 345		\$ 215.00	\$ -		\$ 215.00	\$ -
403	Excavator - Komats	PC238USLC-11		\$ 180.00	\$ -		\$ 180.00	\$ -
401	Excavator - Komats	PC290LCI-11		\$ 205.00	\$ -		\$ 205.00	\$ -
367	Excavator - Komats	PC228USLC-8		\$ 175.00	\$ -		\$ 175.00	\$ -
402	Loader - Komatsu	WA200-8	3.00	\$ 135.00	\$ 405.00		\$ 135.00	\$ -
356	Loader - Komatsu	WA150L-5		\$ 115.00	\$ -		\$ 115.00	\$ -
	Excavator - John De	P50	3.00	\$ 115.00	\$ 345.00		\$ 115.00	\$ -
	Excavator - John De	JD 300G		\$ 215.00	\$ -			
AC 43	Air Compressor	P185 - Ingersoll Rand		\$ 35.00	\$ -		\$ 35.00	\$ -
349	Truck	Foreman - RM	3.00	\$ 10.00	\$ 30.00		\$ 10.00	\$ -
350	Truck	Support/Tool - RM	3.00	\$ 15.00	\$ 45.00		\$ 15.00	\$ -
354	Truck	Support/Tool - RD		\$ 15.00	\$ -		\$ 15.00	\$ -
	Truck	Single-Axle Dump		\$ 45.00	\$ -		\$ 45.00	\$ -
325	Truck	Tri-Axle Dump		\$ 65.00	\$ -		\$ 65.00	\$ -
272	Dozer - CAT	D3C		\$ 110.00	\$ -		\$ 110.00	\$ -
350	Truck	Support/Tool - RM		\$ 15.00	\$ -		\$ 15.00	\$ -
340	Excavator - Cat	322L		\$ 175.00	\$ -		\$ 175.00	\$ -
0	Rock Hammer - Joh	NPK GH-15		\$ 120.00	\$ -		\$ 120.00	\$ -
	Rock Hammer - Hita	NPK GH-10		\$ 100.00	\$ -		\$ 100.00	\$ -
	Dozer-Komatsu	D51-EX		\$ 125.00	\$ -		\$ 125.00	\$ -
0	Compactor	Compactor		\$ 135.00	\$ -		\$ 135.00	\$ -
0	Dump - Volvo	A25 Off Road Dump		\$ 145.00	\$ -		\$ 145.00	\$ -
404	Survey Equipment	Topcon Base & Rover		\$ 18.00	\$ -		\$ 18.00	\$ -
	Excavator - Hitachi	Hitachi 345		\$ 215.00				
	Water Truck	Water Pump Truck		\$ 45.00	\$ -		\$ 45.00	\$ -
	Lowboy	Truck		\$ 185.00	\$ -		\$ 185.00	\$ -
	Hitachi 245	Hitachi 245		\$ 180.00	\$ -		\$ 180.00	\$ -
			12.00		\$ 825.00	0.00		\$ -
								\$ 825.00

Misc. Galvanized Water Main Replacement FY2026
Bid No. 4811

WORK CHANGE DIRECTIVE NO.: 5

Owner: City of Clarksville
Engineer: Clarksville Gas & Water Department (CGW)
Contractor: Moore Construction

Owner's Project No.: 411 24540

Date Issued: 5/27/2026
Effective Date of Work Change Directive: 4/24/2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Contractor was asked to install an additional 6" fire hydrant on Shannon Street.

Attachments:

Moore Construction Company, Inc. Cost Summary
Core & Main Invoice# Y8226613

Purpose for the Work Change Directive:

CGW requested an additional fire hydrant assembly that was not originally in the scope.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 1,763.97 **increase**

Contract Time: 0 days

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

RECOMMENDED BY ENGINEER

By: [Signature]

Title: Project Manager

Date: 5/29/26

AUTHORIZED BY OWNER

By: [Signature]

Title: Engineering Division Manager

Date: 05/29/2026

RECEIVED BY CONTRACTOR

By: [Signature]

Title: Project Manager

Date: 5-29-26

EJCDC® C-940, Work Change Directive.

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Page 1 of 1

Time and Material Labor Cost & Summary

Description	Extra time and material on Shannon Street installing 6" fire hydrant riser per city inspectors request.

	9.00	\$ 311.85	0.00	\$ -	\$ 311.85
--	------	-----------	------	------	-----------

Total Labor	\$	311.85
Total Equipment	\$	390.00
Total Material	\$	1,062.12
Total Subcontractor	\$	-
Total Bill	\$	1,763.97

MOORE CONSTRUCTION COMPANY, INC.

Time and Material Equipment Cost

Date 4/23/2026 Project Misc. Galv. Water Main
Owner CG&W Engineer _____
Description Extra time and material on Shannon Street installing 6" fire hydrant riser per city inspectors request.

EQUIPMENT									
			STANDARD			IDLE			TOTAL
EqplD	Classification	Description	HR	RATE	TOTAL	HR	RATE	TOTAL	
A 12	Traffic Control	Signs - Set A 12		\$ 34.00	\$ -		\$ 34.00	\$ -	\$ -
RP 32	Traffic Control	Road Plate 8x10 - 32		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
RP 33	Traffic Control	Road Plate 8x10 - 33		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
RP 34	Traffic Control	Road Plate 8x10 - 34		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
CB 5	Traffic Control	Concrete Barriers (5)		\$ 75.00	\$ -		\$ 75.00	\$ -	\$ -
TB 38	Trench Box	Pro Tec 8x16 - 38		\$ 25.00	\$ -		\$ 25.00	\$ -	\$ -
TB 39	Trench Box	Pro Tec 8x20 - 39		\$ 28.00	\$ -		\$ 28.00	\$ -	\$ -
410	Excavator - Hitachi	Hitachi 345		\$ 215.00	\$ -		\$ 215.00	\$ -	\$ -
403	Excavator - Komats	PC238USLC-11		\$ 180.00	\$ -		\$ 180.00	\$ -	\$ -
401	Excavator - Komats	PC290LCI-11		\$ 205.00	\$ -		\$ 205.00	\$ -	\$ -
367	Excavator - Komats	PC228USLC-8		\$ 175.00	\$ -		\$ 175.00	\$ -	\$ -
402	Loader - Komatsu	WA200-8		\$ 135.00	\$ -		\$ 135.00	\$ -	\$ -
356	Loader - Komatsu	WA150L-5		\$ 115.00	\$ -		\$ 115.00	\$ -	\$ -
	Excavator - John De	P50	3.00	\$ 115.00	\$ 345.00		\$ 115.00	\$ -	\$ 345.00
	Excavator - John De	JD 300G		\$ 215.00	\$ -				
AC 43	Air Compressor	P185 - Ingersoll Rand		\$ 35.00	\$ -		\$ 35.00	\$ -	\$ -
349	Truck	Foreman - RM		\$ 10.00	\$ -		\$ 10.00	\$ -	\$ -
350	Truck	Support/Tool - RM	3.00	\$ 15.00	\$ 45.00		\$ 15.00	\$ -	\$ 45.00
354	Truck	Support/Tool - RD		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
	Truck	Single-Axle Dump		\$ 45.00	\$ -		\$ 45.00	\$ -	\$ -
325	Truck	Tri-Axle Dump		\$ 65.00	\$ -		\$ 65.00	\$ -	\$ -
272	Dozer - CAT	D3C		\$ 110.00	\$ -		\$ 110.00	\$ -	\$ -
350	Truck	Support/Tool - RM		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
340	Excavator - Cat	322L		\$ 175.00	\$ -		\$ 175.00	\$ -	\$ -
0	Rock Hammer - Joh	NPK GH-15		\$ 120.00	\$ -		\$ 120.00	\$ -	\$ -
	Rock Hammer - Hita	NPK GH-10		\$ 100.00	\$ -		\$ 100.00	\$ -	\$ -
	Dozer-Komatsu	D51-EX		\$ 125.00	\$ -		\$ 125.00	\$ -	\$ -
0	Compactor	Compactor		\$ 135.00	\$ -		\$ 135.00	\$ -	\$ -
0	Dump - Volvo	A25 Off Road Dump		\$ 145.00	\$ -		\$ 145.00	\$ -	\$ -
404	Survey Equipment	Topcon Base & Rover		\$ 18.00	\$ -		\$ 18.00	\$ -	\$ -
	Excavator - Hitachi	Hitachi 345		\$ 215.00					
	Water Truck	Water Pump Truck		\$ 45.00	\$ -		\$ 45.00	\$ -	\$ -
	Lowboy	Truck		\$ 185.00	\$ -		\$ 185.00	\$ -	\$ -
	Hitachi 245	Hitachi 245		\$ 180.00	\$ -		\$ 180.00	\$ -	\$ -
			6.00		\$ 390.00	0.00		\$ -	\$ 390.00

MOORE CONSTRUCTION COMPANY, INC.

Materials

Date	Vendor	Invoice	Amount
04/09/26	Core & Main	Y826613	\$ 1,011.54
Subtotal			\$ 1,011.54
Materials Total			\$ 1,011.54



1830 Craig Park Court
St. Louis, MO 63146

DUPLICATE
INVOICE

Exhibit 1 - Contract Change Order No. 1 - FINAL
Misc. Galvanized Water Main Replacement FY2026 (Bld #4817)
Invoice # Y826613
Invoice Date 4/09/26
Account # 060398
Sales Rep JONATHAN WHITE
Phone # 615-226-9632
Branch #071 Nashville, TN
Total Amount Due \$1,060.97

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

Shipped To:
CUSTOMER PICK-UP

MOORE CONSTRUCTION CO INC
PO BOX 691
CLARKSVILLE TN 37041 0691

CUSTOMER JOB- GALVWTR GALV WATER REP.

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/07/26	4/08/26	VERBAL	GALV WATER REP.	GALVWTR		WILL CALL	Y826613

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
2BP 30I20PNL	2 BRASS SQ HD CORED PLUG NL(I) NO LEAD **DANIEL	2	2		21.47000	EA	42.94
61MH506441129	441129 6" HYD EXT F/5-1/4 VO **SHANNON	1	1		923.78000	EA	923.78
510675711A	6 7571 MJ RW GV DI OL ON L/ACC GATE VALVE,DI COMPACT BODY **REPLACEMENT FOR DEFECTIVE VALVE	1	1		N/C	EA	

Freight Delivery Handling Restock Misc

Terms: NET 30
Ordered By: ULRICH

Subtotal: 966.72
Other: .00
Tax: 94.25

Invoice Total: \$1,060.97

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>

Misc. Galvanized Water Main Replacement FY2026
Bid No. 48

WORK CHANGE DIRECTIVE NO.: 6

Owner: City of Clarksville Owner's Project No.: 411 24820
Engineer: Clarksville Gas & Water Department (CGW)
Contractor: Moore Construction

Date Issued: 6/18/2026 Effective Date of Work Change Directive: 5/1/2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Removal of storm water culvert on 29 Garth Drive and installation of 12" CMP culvert.

Attachments:

Moore Construction Company, Inc. Cost Summary
Kenny Pipe & Supply, Inc. Receipt

Purpose for the Work Change Directive:

The existing storm water culvert was in a structurally dilapidated state and crumbled during construction. Replacement of the pipe was necessary to restore the driveway to a functional condition.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 3,387.52 increase
Contract Time: 0 days

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

RECOMMENDED BY ENGINEER

By: [Signature]
Title: Project Manager
Date: 6/26/26

AUTHORIZED BY OWNER

By: [Signature]
Title: Eng. Div. Asst. mgr
Date: 6/26/2026

RECEIVED BY CONTRACTOR

By: [Signature]
Title: VICE PRESIDENT
Date: 6-29-2026

EJCDC® C-940, Work Change Directive.

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Clarksville Gas & Water Galvanized Water Main Replacement

5-26-2026

Contingency summary sheet

Below is a summarization of the extra work performed outside of the project scope that will be billed under the contingency line-item I.

1. 29 Garth Dr replacing existing culvert prior to concrete drive pour \$3,387.52

Totaling = \$3,387.52

See attached documentation.

Time and Material Labor Cost & Summary

Description Extra work digging out old culvert at 29 Garth Dr and installing new CMP culvert prior to concrete being poured.

Total Summary		
Total Labor	\$	941.40
Total Equipment	\$	1,280.00
Total Material	\$	1,166.12
Total Subcontractor	\$	-
Total Bill	\$	3,387.52

MOORE CONSTRUCTION COMPANY, INC.

Time and Material Equipment Cost

Date 4/30/2026 Project Misc. Galv. Water Main
Owner CG&W Engineer _____
Description Extra work digging out old culvert at 29 Garth Dr and installing new CMP culvert prior to concrete being poured.

EQUIPMENT									
			STANDARD			IDLE			TOTAL
EqpID	Classification	Description	HR	RATE	TOTAL	HR	RATE	TOTAL	
A 12	Traffic Control	Signs - Set A 12		\$ 34.00	\$ -		\$ 34.00	\$ -	\$ -
RP 32	Traffic Control	Road Plate 8x10 - 32		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
RP 33	Traffic Control	Road Plate 8x10 - 33		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
RP 34	Traffic Control	Road Plate 8x10 - 34		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
CB 5	Traffic Control	Concrete Barriers (5)		\$ 75.00	\$ -		\$ 75.00	\$ -	\$ -
TB 38	Trench Box	Pro Tec 8x16 - 38		\$ 25.00	\$ -		\$ 25.00	\$ -	\$ -
TB 39	Trench Box	Pro Tec 8x20 - 39		\$ 28.00	\$ -		\$ 28.00	\$ -	\$ -
410	Excavator - Hitachi	Hitachi 345		\$ 215.00	\$ -		\$ 215.00	\$ -	\$ -
403	Excavator - Komats	PC238USLC-11		\$ 180.00	\$ -		\$ 180.00	\$ -	\$ -
401	Excavator - Komats	PC290LCI-11		\$ 205.00	\$ -		\$ 205.00	\$ -	\$ -
367	Excavator - Komats	PC228USLC-8		\$ 175.00	\$ -		\$ 175.00	\$ -	\$ -
402	Loader - Komatsu	WA200-8	4.00	\$ 135.00	\$ 540.00		\$ 135.00	\$ -	\$ 540.00
356	Loader - Komatsu	WA150L-5		\$ 115.00	\$ -		\$ 115.00	\$ -	\$ -
	Excavator - John De	P50	4.00	\$ 115.00	\$ 460.00		\$ 115.00	\$ -	\$ 460.00
	Excavator - John De	JD 300G		\$ 215.00	\$ -				
AC 43	Air Compressor	P185 - Ingersoll Rand		\$ 35.00	\$ -		\$ 35.00	\$ -	\$ -
349	Truck	Foreman - RM	4.00	\$ 10.00	\$ 40.00		\$ 10.00	\$ -	\$ 40.00
350	Truck	Support/Tool - RM	4.00	\$ 15.00	\$ 60.00		\$ 15.00	\$ -	\$ 60.00
354	Truck	Support/Tool - RD		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
	Truck	Single-Axle Dump	4.00	\$ 45.00	\$ 180.00		\$ 45.00	\$ -	\$ 180.00
325	Truck	Tri-Axle Dump		\$ 65.00	\$ -		\$ 65.00	\$ -	\$ -
272	Dozer - CAT	D3C		\$ 110.00	\$ -		\$ 110.00	\$ -	\$ -
350	Truck	Support/Tool - RM		\$ 15.00	\$ -		\$ 15.00	\$ -	\$ -
340	Excavator - Cat	322L		\$ 175.00	\$ -		\$ 175.00	\$ -	\$ -
0	Rock Hammer - Joh	NPK GH-15		\$ 120.00	\$ -		\$ 120.00	\$ -	\$ -
	Rock Hammer - Hita	NPK GH-10		\$ 100.00	\$ -		\$ 100.00	\$ -	\$ -
	Dozer-Komatsu	D51-EX		\$ 125.00	\$ -		\$ 125.00	\$ -	\$ -
0	Compactor	Compactor		\$ 135.00	\$ -		\$ 135.00	\$ -	\$ -
0	Dump - Volvo	A25 Off Road Dump		\$ 145.00	\$ -		\$ 145.00	\$ -	\$ -
404	Survey Equipment	Topcon Base & Rover		\$ 18.00	\$ -		\$ 18.00	\$ -	\$ -
	Excavator - Hitachi	Hitachi 345		\$ 215.00					
	Water Truck	Water Pump Truck		\$ 45.00	\$ -		\$ 45.00	\$ -	\$ -
	Lowboy	Truck		\$ 185.00	\$ -		\$ 185.00	\$ -	\$ -
	Hitachi 245	Hitachi 245		\$ 180.00	\$ -		\$ 180.00	\$ -	\$ -
			20.00		\$ 1,280.00	0.00		\$ -	\$ 1,280.00

MOORE CONSTRUCTION COMPANY, INC.

Materials

Date	Vendor	Invoice	Amount
04/30/26	Kenny Pipe		\$ 935.59
04/30/26	Vulcan #57 gravel 5 tons		\$ 175.00
Subtotal			\$ 1,110.59
Materials Total			\$ 1,110.59

182 WEST DUNBAR CAVE ROAD
CLARKSVILLE, TN 37040
(931) 645-1048 PHONE
(931) 645-1758 FAX
kpsclarksville@kennypipe.com



MOORE CONSTRUCTION CO INC
PO BOX 691
CLARKSVILLE, TN 37041-0691

Exhibit 1 - Contract Change Order No. 1 - FINAL
Misc. Galvanized Water Main Replacement FY2026 (Bid #4811)
CUSTOMER #: 30002805

Invoice Page 28 of 28

Invoice Date	Order NO.
2026-05-01	10426102-00
P.O. Date	P.O. NO.
2026-05-01	PO 37444

Kenny Pipe & Supply
811 Cowan Street,
Nashville, TN 37207-5623

Payment ONLY To: Kenny Pipe Supply, Inc P.O. Box 306170 Nashville, TN 37230-6170 Subject to Kenny Pipe Supply, Inc. Standard Terms and Conditions as found at https://www.kennypipe.com/terms-and-conditions	Correspondence To: Kenny Pipe Supply, Inc 811 Cowan Street Nashville, TN 37207-5623
---	---

Ship To			Instructions					
ACE PIPE & SUPPLY CO INC 191 W Dunbar Cave Rd Clarksville, TN 37040-6058								
Reference		Ship Point			Ship Via			
		CLARKSVILLE			CUST PICK UP			
Notes								
Line NO.	Product and Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Amount (Net)
1	CMP 122016 12 X 20' 16 GA LS GLV H/C PIPE 2 2/3 X 1/2	20	0	20	EA	\$26.70		\$534.00
2	CMP 121016 12 X 10' 16 GA LS GLV H/C PIPE 2 2/3 X 1/2	10	0	10	EA	\$26.70		\$267.00
3	CMP 12MB 12 METAL BAND 16 GA 1 FOOT WIDTH	1	0	1	EA	\$53.42		\$53.42
3 Lines Total				Qty Shipped Total 31				
						Subtotal:	\$854.42	
						Taxes:	\$81.17	
						Total:	\$935.59	
All credit card payments on terms accounts will incur a 2.75% fee. Check and ACH payments are not affected.								

CONTRACT CHANGE ORDER

Order No.:	2
Date:	7/10/2026

Bid No.: N/A Job No.: Various
Project: Miscellaneous Engineering Services
Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043
Consultant: Clark Engineering & Utility Solutions, LLC, 325 Mitchell Lane, Bolivar, TN 38008
Contract Date: July 26, 2024 Notice to Proceed (NTP) Commencement Date: August 1, 2024
First Renewal: August 1, 2025
Second Renewal: August 1, 2026

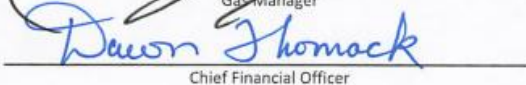
Description of Changes	DEDUCTION from original Contract Price	ADDITION to original Contract Price
Second Renewal - No Change in Scope or Price	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGE IN CONTRACT PRICE	\$ -	\$ -

JUSTIFICATION:

This Contract Change Order serves to extend the Term of the Agreement for the second and last time by a one-year term. There is no change in Contract Price.

Original Contract Amount:	\$	100,000.00
one hundred thousand dollars and zero cents -----		
Net Change of prior Contract Change Orders:	\$	-
N/A -----		
The amount of the Contract will be increased/decreased by the sum of:	\$	-
N/A -----		
The total Contract amount including this and previous Change Orders will be:	\$	100,000.00
one hundred thousand dollars and zero cents -----		

This Contract Change Order is an amendment and/or supplement to the Agreement and will become part of the Agreement. All Agreement provisions shall apply hereto. This Contract Change Order fully compensates the Consultant for any and all direct and indirect costs associated with change in the Scope of Services, including, but not limited to, any and all costs for delays, accelerations, job overhead, main office overhead and impact. This Contract Change Order contains the entire agreement and represents the understanding of the parties with respect to the subject matter contained in this Contract Change Order, and all prior negotiations and agreements are merged herein.

Requested:  7-27-26
Gas Manager Date
Approved:  7-28-26
Chief Financial Officer Date
Accepted:  7/28/26
General Manager Date
Accepted:  08-01-2024
Mayor Date
Accepted:  7-27-26
Consultant Date

KS
KMK

CONTRACT CHANGE ORDER

Order No.:	1 - Final
Date:	7/1/2026

Bid No.: N/A Job No.: 455-25202/25208/25209/25210
Project: Fort Campbell Radial Distribution Lines
Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043
Consultant: Clark Engineering and Utility Solutions, LLC, 325 Mitchell Lane, Boliva, TN 38008
Contract Date: January 27, 2025 Notice to Proceed Commencement Date: 2/3/2025

Description of Changes	DEDUCTION from original Contract Price	ADDITION to original Contract Price
Final Reconciliation - Base Scope of Services	\$ 13,210.00	\$ -
Final Reconciliation - Subconsultant Field & Civic Survey	\$ 42.00	\$ -
Final Reconciliation - Additional Services Allowance	\$ 5,725.00	
TOTALS	\$ 18,977.00	\$ -
NET CHANGE IN CONTRACT PRICE	\$ (18,977.00)	

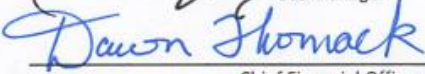
JUSTIFICATION:

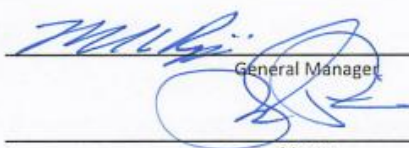
This Contract Change Order serves as final change order reconciling the contract by adjusting estimated effort and expenses to actual effort expended and expenses incurred in the performance of the services.

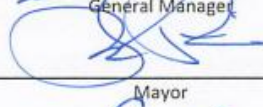
Original Contract Amount:	\$	70,021.00
seventy thousand twenty-one dollars and zero cents -----		
Net Change of prior Contract Change Orders:	\$	-
N/A -----		
The amount of the Contract will be increased /decreased by the sum of:	\$	(18,977.00)
(eighteen thousand nine hundred seventy-seven dollars and zero cents)-----		
The total Contract amount including this and previous Change Orders will be:	\$	51,044.00
fifty-one thousand forty-four dollars and zero cents -----		

This Contract Change Order is an amendment and/or supplement to the Agreement and will become part of the Agreement. All Agreement provisions shall apply hereto. This Contract Change Order fully compensates the Consultant for any and all direct and indirect costs associated with change in the Scope of Services, including, but not limited to, any and all costs for delays, accelerations, job overhead, main office overhead and impact. This Contract Change Order contains the entire agreement and represents the understanding of the parties with respect to the subject matter contained in this Contract Change Order, and all prior negotiations and agreements are merged herein.

Requested:  7-27-26
Gas Manager Date

Approved:  7-28-26
Chief Financial Officer Date

Accepted:  7/28/26
General Manager Date

Accepted:  08.05.2026
Mayor Date

Accepted:  7-22-26
Consultant Date

CONTRACT CHANGE ORDER

Order No.:	3 - Final
Date:	6/29/2026

Bid No.: 4448 Job No.: 412-26802
Project: Wastewater Structures Rehabilitation Annual Contract
Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043
Contractor: CTR Utility Rehab LLC, dba CTR Coatings, 1312 Everett Road, Knoxville, TN 37932
Contract Date: July 1, 2023
First Renewal: July 1, 2024
Second Renewal: July 1, 2025

Description of Changes	DEDUCTION from original Contract Price	ADDITION to original Contract Price
Final Reconciliation	\$ (183,006.05)	\$ -
TOTALS	\$ (183,006.05)	\$ -
NET CHANGE IN CONTRACT PRICE	\$	(183,006.05)

JUSTIFICATION:

This Contract Change Order serves as final change order reconciling the contract and by adjusting estimated quantities to actual quantities used in the performance of the work.

Original Contract Amount:	\$	148,950.00
one hundred forty-eight thousand nine hundred fifty dollars and zero cents -----		
Net Change of prior Contract Change Orders:	\$	739,000.00
seven hundred thirty-nine thousand dollars and zero cents -----		
The amount of the Contract will be increased /decreased by the sum of:	\$	(183,006.05)
(one hundred eighty-three thousand six dollars and five cents)-----		
The total Contract amount including this and previous Change Orders will be:	\$	704,943.95
seven hundred four thousand nine hundred forty-three dollars and ninety-five cents -----		

This Contract Change Order is an amendment and/or supplement to the Contract Documents and will become part of the Contract Documents. All Contract provisions shall apply hereto. This Contract Change Order fully compensates the Contractor for any and all direct and indirect costs associated with change in the Work, including, but not limited to, any and all costs for delays, accelerations, job overhead, main office overhead and impact. This Contract Change Order contains the entire agreement and represents the understanding of the parties with respect to the subject matter contained in this Contract Change Order, and all prior negotiations and agreements are merged herein.

Requested: [Signature] 07/10/2026
Engineering Division Assistant Manager Date
Approved: Dawn Thomack 7/10/26
Chief Financial Officer Date
Accepted: [Signature] 7/13/26
General Manager Date
Accepted: [Signature] 07.16.2026
Mayor Date
Accepted: Charbel Reed 7/16/2026
Contractor Date

KAC

FINAL RECONCILIATION

CO #: 3 - Final Date: June 29, 2026

Project: Wastewater Structures Rehabilitation Annual Contract

Bid No.: 4448

Job No.: 412-26802

Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043

Contractor: CTR Utility Rehab LLC, dba CTR Coatings, 1312 Everett Road, Knoxville, TN 37932

Item No.	Description	Original Estimated Bid Quantity	Unit	Actual Quantity Used / \$ Exp.	Unit Price / Allowance	Total Cost Per Line Item
1	Wastewater Structures up to 48" Diameter	380	VF	2,162	\$ 280.00	\$605,360.00
2	Wastewater Structures larger than 48" Diameter	750	SF	2,844.45	\$ 21.00	\$59,733.45
3	Lining Inverts	5	EA	25	\$ 750.00	\$18,750.00
4	Stripping Old Liner	10	VF	30	\$ 30.00	\$900.00
5	Excessive Grouting (> 1 gallon) – requires Engineer or Inspector approval prior to application	5	Gallon	32.00143	\$ 350.00	\$11,200.50
6	Install Concrete Bench Walls	5	EA	3	\$ 500.00	\$1,500.00
7	Bypass Pumping Flow > 400 GPM	5	HRS	0	\$ 200.00	\$0.00
8	Allowance for Wastewater Structure Grouting Without Lining as Directed by Engineer	Allowance		\$ -	\$ 10,000.00	\$ -
9	Project Close-Out	1	LS	1	\$ 7,500.00	\$7,500.00
CO2	Allowance for Traffic Control as Directed by Engineer	Allowance		\$ -	\$ 5,000.00	\$ -
Final Contract Amount						\$704,943.95

**GAS & WATER COMMITTEE
BID SUMMARY
AUGUST 18, 2026**

The following bids/proposals have been solicited, opened and have been approved by the Purchasing Director. All are low bid/proposal except where noted.

<u>BID #</u>	<u>DESCRIPTION</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>
4906	Landscape Services	LSI	\$11,340.000

SOLE SOURCE PURCHASES:

1. Future purchases of Flygt pumps, parts and repairs from Nedrow and Associates.
2. Future purchases of repair parts for drum screens and screw compactors at the WWTP from Ovivo USA, LLC.
3. Future purchases of Hayward Gordon replacement equipment and parts for the Gravity Belt Thickener feed pump from Bar Environmental.
4. Future purchases of SL-RAT acoustic handheld sewer line rapid assessment tools from InfoSense, Inc.
5. Future purchases of Uline pallet racking shelving systems from Uline.
6. Future purchases of nutrient feed for Biorem Odor Control Scrubbers from Biorem Environmental.
7. Future purchases of Rapidview IBAK-IKAS sewer analysis software from Jet Vac Equipment.
8. Future purchases of Gorman-Rupp parts and pumps from Southern Sales Company.
9. Future purchases of Colilert Reagent, IDEXX Vessels and HPC Test Kits from IDEXX Laboratories.
10. Equipment startup training and warranty services for the thermal dryer from Andritz Separation Technologies, Inc.

EMERGENCY PURCHASE:

1. Septic hauling services for emergency pumping due to a force main break on Trenton Road by Hometown Septic in the amount of \$3,750.00 and Mac Plumbing in the amount of \$2,910.00.

STATE CONTRACT PURCHASES:

1. Ford F250 Crew Cab truck from Ford of Murfreesboro in the amount of \$53,654.00.
2. Lab supplies for the Wastewater Treatment Plant from VWR Funding Inc. in the amount of \$24,016.80.

PURCHASE FROM THE SOURCEWELL COOPERATIVE CONTRACT:

1. Electric scissor lift from United Rentals in the amount of \$11,970.00.

PURCHASES FROM THE OMNIA PARTNERS COOPERATIVE CONTRACT:

1. Renewal of 24/7 email, comprehensive support, firmware and updates from Waypoint Business Solutions in the amount of \$17,404.79.
2. SCADA servers, equipment and migration from Waypoint Business Solutions in the amount of \$155,919.25.

Bid # 4906 - Landscape Services Maintenance Agreement

LSI	\$11,340.00*
White Landscape Design	\$22,400.00
All-N-One Lawn Care	No Response
Veteran's Choice Lawn Service	No Response
Etchmark Pavement	No Response
Commercial Lawn	No Response
Premier Landscaping	No Response
Kahel Enterprises	No Response
Jo Jo's Lawn Care	No Response
Karnes Lawn Care	No Response
Travis Lawns	No Response
Beans Mowing & More	No Response
H&H Green Lawn Care	No Response
Raider Lawn Care	No Response
Michael's Lawn Care & More	No Response
West Kentucky Mowing	No Response
Hayes Lawn & Tree Care	No Response
Clarksville Lawn Pros	No Response
On Time Lawn Care	No Response
Oasis Gardening	No Response
Mason's Mowing & More	No Response
Outdoor Solutions by Matthew	No Response
Corey's Lawn Care	No Response
Clarksville Lawn Care	No Response
Brian Robinson	No Response
Stanley Cary	No Response

***Department Recommendation**

CGW Water Department
July, 2026

	Month			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>
Sales to Customers	4,066,579	3,808,792	257,787	4,066,579	3,808,792	257,787
Penalties	54,504	52,500	2,004	54,504	52,500	2,004
Other Income	446,541	436,625	9,916	446,541	436,625	9,916
Gross Revenue	4,567,624	4,297,917	269,707	4,567,624	4,297,917	269,707
Water Plant 1	441,051	515,203	74,151	441,051	515,203	74,151
Water Plant 2	208,847	356,647	147,799	208,847	356,647	147,799
Water Transmission	1,101,508	953,238	(148,270)	1,101,508	953,238	(148,270)
Water Administration	54,357	64,867	10,510	54,357	64,867	10,510
Customer Service	362,730	532,834	170,103	362,730	532,834	170,103
Accounting	97,741	96,881	(859)	97,741	96,881	(859)
Engineering	148,120	173,080	24,961	148,120	173,080	24,961
Admin & General	141,093	231,165	90,072	141,093	231,165	90,072
Other Expenses	12,187	23,667	11,480	12,187	23,667	11,480
Depreciation	723,865	1,166,667	442,802	723,865	1,166,667	442,802
Total Operating Expenses	3,291,498	4,114,248	822,750	3,291,498	4,114,248	822,750
Income from Operations	1,276,126	183,669	1,092,457	1,276,126	183,669	1,092,457
Interest Income	202,878	106,250	96,628	202,878	106,250	96,628
Other Income (Expense)	3,978	2,917	1,062	3,978	2,917	1,062
Interest Expense	(730,755)	(728,978)	(1,777)	(730,755)	(728,978)	(1,777)
Debt Amortization Income	235,930	235,930	0	235,930	235,930	0
PILOT	(198,816)	(198,815)	(0)	(198,816)	(198,815)	(0)
Total Other Income (Expense)	(486,785)	(582,697)	95,912	(486,785)	(582,697)	95,912
Total Income / (Loss)	789,341	(399,028)	1,188,369	789,341	(399,028)	1,188,369
Capital Spend	2,062,372	3,883,000	1,820,628	2,062,372	3,883,000	1,820,628
Contributed Capital - Cash	-	-	-	-	-	-
Contributed Capital - Non-Cash	-	1,000,000	(1,000,000)	-	1,000,000	(1,000,000)

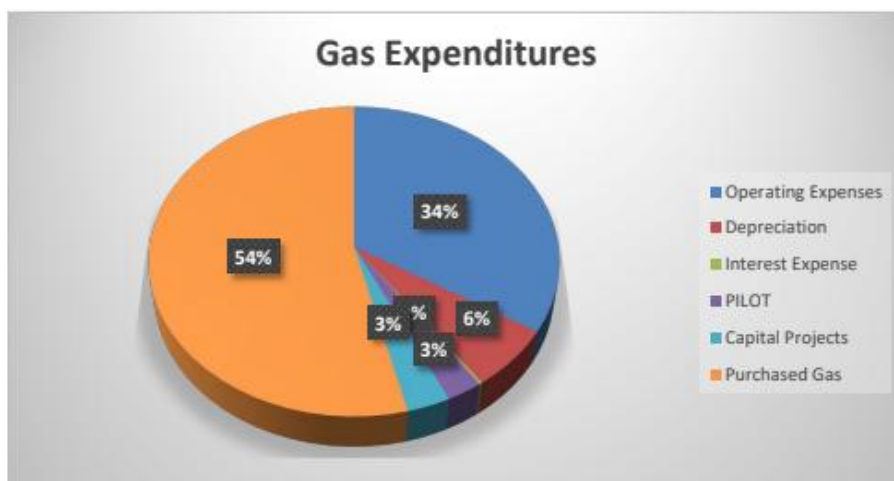
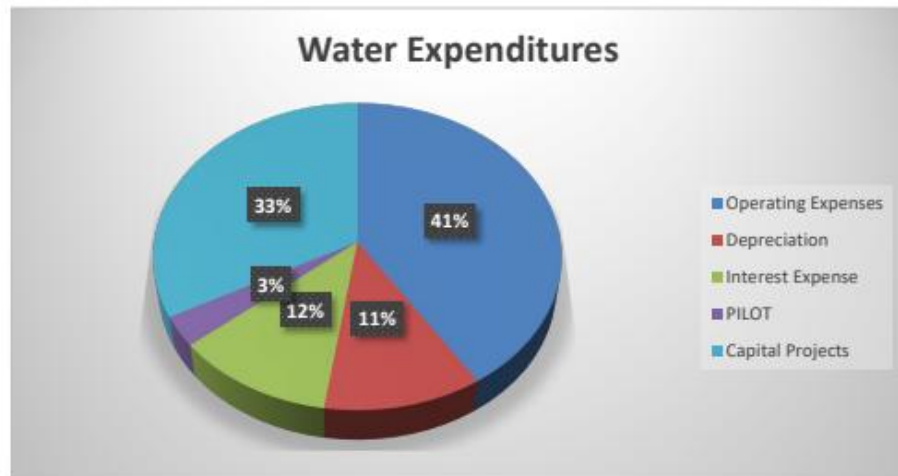
CGW Wastewater Department
July, 2026

	Month			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>
Sales to Customers	4,622,572	4,493,342	129,230	4,622,572	4,493,342	129,230
Penalties	63,815	62,833	982	63,815	62,833	982
Other Income	256,947	291,083	(34,136)	256,947	291,083	(34,136)
Gross Revenue	4,943,334	4,847,258	96,076	4,943,334	4,847,258	96,076
Wastewater Plant	650,481	644,003	(6,478)	650,481	644,003	(6,478)
Wastewater Collection	881,571	867,024	(14,547)	881,571	867,024	(14,547)
Wastewater Administration	81,393	106,883	25,490	81,393	106,883	25,490
Customer Service	242,712	255,189	12,477	242,712	255,189	12,477
Accounting	107,400	99,483	(7,917)	107,400	99,483	(7,917)
Engineering	64,265	185,459	121,194	64,265	185,459	121,194
Admin & General	133,364	200,107	66,742	133,364	200,107	66,742
Other Expenses	11,921	22,917	10,995	11,921	22,917	10,995
Depreciation	1,114,143	1,258,333	144,190	1,114,143	1,258,333	144,190
Total Operating Expenses	3,287,249	3,639,397	352,148	3,287,249	3,639,397	352,148
Income from Operations	1,656,085	1,207,861	448,224	1,656,085	1,207,861	448,224
Interest Income	81,286	87,500	(6,214)	81,286	87,500	(6,214)
Other Income (Expense)	5,576	21,667	(16,090)	5,576	21,667	(16,090)
Interest Expense	(386,126)	(386,507)	381	(386,126)	(386,507)	381
Debt Amortization Income	98,526	98,526	(0)	98,526	98,526	(0)
PILOT	(217,905)	(217,904)	-	(217,905)	(217,904)	-
Total Other Income (Expense)	(418,642)	(396,719)	(21,924)	(418,642)	(396,719)	(21,924)
Total Income / (Loss)	1,237,443	811,143	426,301	1,237,443	811,143	426,301
Capital Spend	1,093,073	2,713,000	1,619,927	1,093,073	2,713,000	1,619,927
Contributed Capital - Cash	-	-	-	-	-	-
Contributed Capital - Non-Cash	-	1,000,000	(1,000,000)	-	1,000,000	(1,000,000)

CGW Gas Department
July, 2026

	Month			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>
Sales to Customers	2,350,932	2,160,250	190,682	2,350,932	2,160,250	190,682
Penalties	12,191	20,833	(8,643)	12,191	20,833	(8,643)
Other Income	355,850	158,208	197,642	355,850	158,208	197,642
Gross Revenue	2,718,973	2,339,292	379,681	2,718,973	2,339,292	379,681
Cost of Gas	1,521,104	1,250,000	(271,104)	1,521,104	1,250,000	(271,104)
Gas Distribution	334,522	322,199	(12,323)	334,522	322,199	(12,323)
Gas Administration	124,467	171,489	47,022	124,467	171,489	47,022
Ft. Campbell Operations	72,303	69,240	(3,063)	72,303	69,240	(3,063)
Customer Service	126,943	156,314	29,371	126,943	156,314	29,371
Accounting	89,458	85,586	(3,872)	89,458	85,586	(3,872)
Engineering	64,587	75,889	11,302	64,587	75,889	11,302
Admin & General	133,307	200,052	66,745	133,307	200,052	66,745
Other Expenses	10,755	15,642	4,886	10,755	15,642	4,886
Depreciation	180,286	173,000	(7,286)	180,286	173,000	(7,286)
Total Operating Expenses	2,657,733	2,519,411	(138,322)	2,657,733	2,519,411	(138,322)
Income(Loss) from Operations	61,239	(180,120)	241,359	61,239	(180,120)	241,359
Interest Income	101,817	84,167	17,650	101,817	84,167	17,650
Other Income (Expense)	464	1,250	(786)	464	1,250	(786)
Interest Expense	(5,957)	(5,588)	(370)	(5,957)	(5,588)	(370)
Debt Amortization Income	3,069	3,069	-	3,069	3,069	(0)
PILOT	(73,189)	(73,189)	-	(73,189)	(73,189)	-
Total Other Income (Expense)	26,204	9,709	16,495	26,204	9,709	16,495
Total Income / (Loss)	87,444	(170,410)	257,854	87,444	(170,410)	257,854
Capital Spend	88,742	985,000	896,258	88,742	985,000	896,258
Contributed Capital - Cash	32,064	20,833	11,231	32,064	20,833	11,231
Contributed Capital - Non-Cash	-	-	-	-	-	-

Clarksville Gas & Water FY2027



FY 2027 Debt Coverage

July, 2026

Fiscal Period	1
	<u>Actual</u>
System Gross Revenue	\$ 12,229,931
System Operating Expenses	9,236,481
	2,993,450
Add: Depreciation Expense	2,018,294
Other Revenue (Expense)	396,000
Net Revenues	\$ 5,407,744

Debt Coverage Ratio	2.34
Debt Coverage Ratio Goal	1.70
<i>FY 2025 Coverage Ratio</i>	<i>2.44</i>
<i>FY 2024 Coverage Ratio</i>	<i>3.45</i>

>2.00 = Aaa rating

1.70-2.00 = Aa rating

Debt to Operating Revenue Ratio

July, 2026

FY 2027 Budget

Total Debt	\$ 322,412,769
Operating Revenue	\$ 155,508,406
Debt/Operating Revenue	2.07

FY 2026 Actual

Total Debt	\$ 336,096,153
Operating Revenue	\$ 148,076,507
Debt/Operating Revenue	2.27

FY 2025 Actual

Total Debt	\$ 352,050,804
Operating Revenue	\$ 135,094,591
Debt/Operating Revenue	2.61

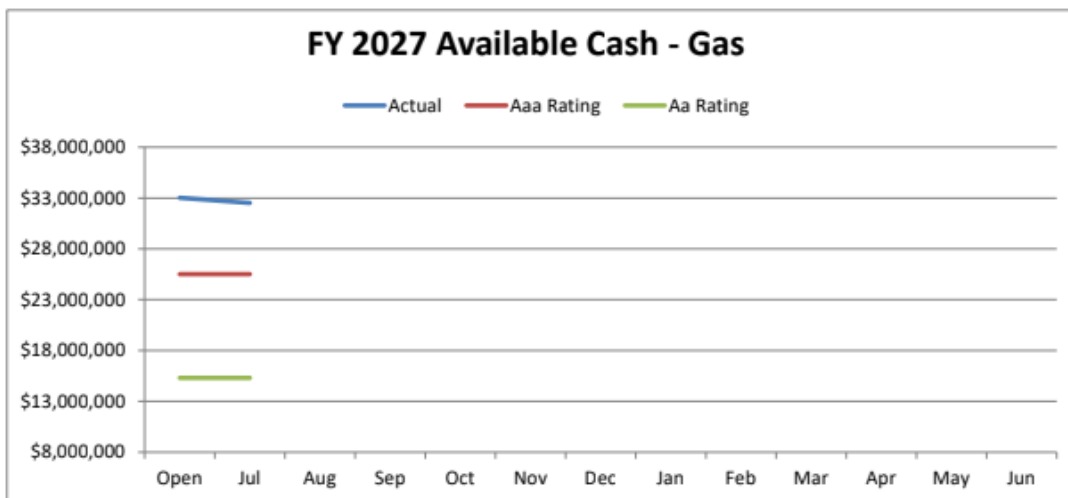
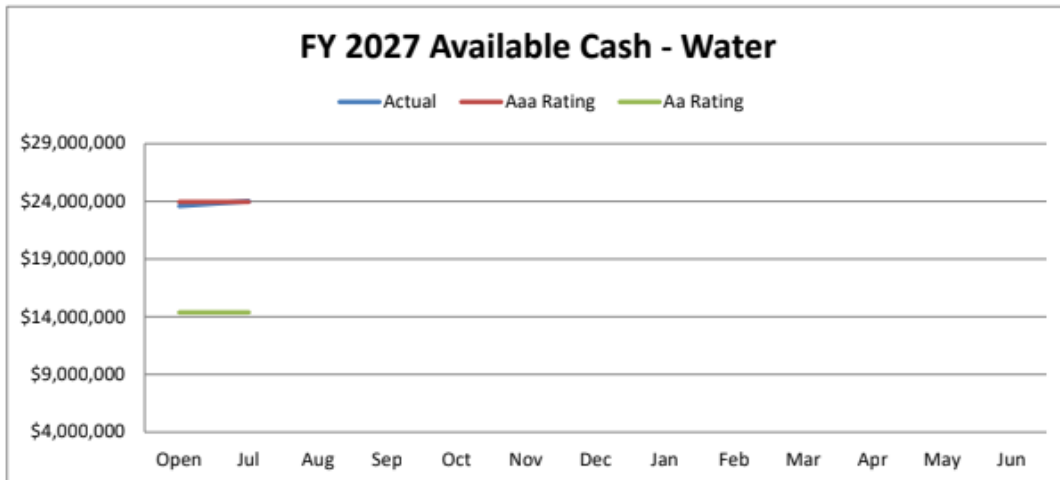
FY 2024 Actual

Total Debt	\$ 367,367,377
Operating Revenue	\$ 119,833,139
Debt/Operating Revenue	3.07

<2.00 = Aaa

2.00 - 4.00 = Aa

Clarksville Gas & Water FY 2027



Monthly Activity Summary

July 2026

- Gas System distributed 360,717,000 cubic feet and averaged 11,636,032 cubic feet per day. That represents approximately 17.6 percent of the system's capacity
- Water plant pumped 707 million gallons of treated water into the system and averaged 22.8 million gallons per day. This represents approximately 81 percent of the plant's capacity.
- Wastewater Plant treated 491.5 million gallons of sewage and averaged 15.4 million gallons per day. That represents approximately 62 percent of the plant's capacity.
- The call center handled 10,477 calls and averaged 477 calls per day. Each call lasted an average of 4 minutes and 58 seconds.
- The service department completed 6,196 work orders and responded to 302 after hour calls.
- In the month of June, 686 accounts were flagged for high usage by the meter readers.
- Gas division installed 59 new services, and totaled 4,645 feet of pipe, 4 mains totaling 2,293 feet of pipe, and responded to 61 odor complaints.
- Water division repaired 72 water leaks, totaling 1,819 feet of pipe, flushed 608 hydrants, and tested 892 backflow devices.
- Sewer division made 13 point repairs totaling 109 feet of pipe, cleaned 29,738 feet of pipe.
- Engineering approved 9 utility plans this month and currently had 39 ongoing projects.
- Billing Department read 117,249 meters with an accuracy rate of 99.91 percent and sent a total of 100,544 bills and 14,369 notices

Meter Reading & Service Department

Monthly/Yearly Report July 2026

Meter Reading

Meters Read

Month	Year	Gas	Water	Total	Accuracy Rate
July	2026	30,824	86,425	117,249	99.91%
June	2026	30,808	86,211	117,019	99.92%
May	2026	30,791	86,039	116,830	99.91%
April	2026	31,215	86,079	117,294	99.90%
March	2026	30,750	85,735	116,485	99.94%
February	2026	30,734	85,624	116,358	99.93%
January	2026	30,707	85,498	116,205	99.88%
December	2025	30,368	85,390	116,078	99.89%
November	2025	30,633	85,243	115,906	99.92%
October	2025	30,639	85,110	115,749	99.93%
September	2025	30,631	84,909	115,540	99.88%
August	2025	30,606	84,735	115,341	99.91%
12 Month Total		368,609	1,026,844	1,395,453	99.92%

Month	Year	Service Orders	After Hours Calls
July	2026	6,196	302
June	2026	5,460	292
May	2026	5,203	296
April	2026	5,327	281
March	2026	5,762	312
February	2026	4,634	341
January	2026	4,481	350
December	2025	5,638	426
November	2025	4,249	302
October	2025	5,977	347
September	2025	5,039	300
August	2025	5,617	323
12 Month Total		63,583	3872

