AGREEMENT FOR SEWER SYSTEM EXTENSION

This Agreement ("Agreement") is made and entered into **this ___ day of _____, 2024**, by and between the City of Cross Plains, Tennessee ("City"), a municipal corporation, and Tennessee Wastewater Systems, Inc. ("Company"), a Tennessee corporation.

WHEREAS, the City desires to extend the sewer system and infrastructure ("The Project") within certain property boundaries into the Downtown Business District with the main sewer line to be installed in the right-of-way of Hwy 25 East ("Main Street") to service and connect certain adjacent property owners; and

WHEREAS, the Company has existing sewer lines and a treatment facility that is to be extended to the Downtown Business District and the treatment facility expanded; and

WHEREAS, the federal government has appropriated funds for States, Counties and/or Cities across the country under the provisions of the American Rescue Plan ("ARA"), and the use of such funds in Tennessee will be managed by the Tennessee Department of Environment and Conservation ("TDEC"), and more specifically, can be used by TDEC for the implementation of the Water Infrastructure Investment Plan ("WIIP") as set forth by TDEC and the City is entitled to certain funds pursuant to a Grant Contract between The State of Tennessee, Department of Environment and Conservation and Robertson County, Tennessee ("County") attached as Addendum I and incorporated herein; and

WHEREAS, these funds applicable to these parties will be used for the benefit of governmental entities in Tennessee to provide infrastructure for the drinking water and/or wastewater to their local citizens; and

WHEREAS, the use of said funds are also available directly to Tennessee municipal entities which operate a water and/or wastewater delivery system for its citizens, and the use of said funds is also available directly to private water utility districts within the State that likewise operate water and wastewater systems to benefit Tennessee citizens; and

WHEREAS, under said program, the County is allowed to allocate these "County funds" to those municipalities, water utility districts and/or wastewater entities within the County; and

WHEREAS, the County has been provided with a document attached as Addendum **I** hereto, entitled "Government Grant Contract, which provides certain requirements and standards for the County use of said funds, and also sets forth the allocation of funds and a project description of each participant; and

WHEREAS, each Participant acknowledges that either it has its own satisfactory expertise, or has obtained professional assistance, to comply with the terms of said Contract and/or any standards or regulations that may be implemented by any government agency relative to compliance and/or performance of the terms of this Agreement, and

WHEREAS, the funding for the extension is available to the City from a $500,000.00 grant from ARA and an additional $400,000.00 is available from Greater Nashville Regional Council ("GNRC"); and

WHEREAS, upon execution of this Agreement, the Company agrees to accept the $500,000.00 grant to perform all surveying, engineering, design, and bidding of the construction;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Scope of Work**

1.1. The Company shall extend its existing sewer lines and treatment facility to service adjacent properties to the main line and within the Downtown Business District as specified in **Exhibit A** attached hereto. The Company agrees to accept the $500,000.00 grant to begin the project, conduct all surveying, engineering, design, and bidding of the construction and once completed, provide such documents to the City for review and Company shall make assurance to the City the project shall be completed for the maximum amount of the grant funds available for the entire project. Thereafter, the construction and installation shall commence in accordance with all required Federal, State, and local construction standards for the installation of the sewer line extension and in accordance with the engineering and design provided to the City.;

1.2. The main sewer line shall be installed in the rights-of-way of Ste Rte 25 and Main Street within the Downtown Business District to service for connection access by the adjacent property owners, residential and commercial, to the sewer line in accordance to the engineering and design of the project. All City streets and private properties shall be repaired and restored to preconstruction state at the expense of Company.

1.3. The Company shall conduct all necessary surveying, engineering, design, and bidding for the construction of the sewer system extension and treatment facility expansion. All engineering, design, and specifications of material shall be provided to the City.

1.4 The Company shall upgrade and expand its current treatment facility to accommodate the additional wastewater and sewage from the Downtown Business District and adjacent properties

1.5 The upgrade and expansion of the treatment facility shall include all necessary improvements to ensure the treatment facility can process, treat, and discharge the increased capacity in compliance with all applicable environmental regulations and governmental standards, laws, and regulations.

1.6 Company shall furnish all labor, supervision, materials, equipment, tools, scaffolding, machinery, transportation, licenses, insurance and supplies necessary to complete the

installations and improvements (all of the foregoing, the "Work") shown and/or described in:

(i) the Plans; and

(ii) Adenus Utilities Group, LLC. Specifications, Version 1.9, (the Specifications") and attached hereto as collective **Exhibit B.**

The Work shall be performed in accordance with the Plans in a good and workmanlike manner, shall be of the best quality, shall meet all industry standards, and all material and equipment used in the Work shall comply with the Specifications, governmental regulations and requirements except as otherwise expressly specified or agreed in writing.

(a) Acceptance: Guarantee acceptance of the System by City and passing of the final inspection by the State, and any other applicable Federal, State and local agencies

(b) General Coordination: As required by all Federal, State and local governmental agencies and entities.

(c) No Liens: Company shall complete the Work in accordance with the Plans and Specifications and the Work shall be free of any laborers', materialmens', mechanics', or any other liens on any part of the Work and Contractor shall not permit any such lien to be filed or otherwise imposed on any part of the Work. In the event any such lien is filed against the Work, Contractor shall promptly cause such lien to be discharged or in lieu thereof file a bond or other security for the payment of such lien in form and amount satisfactory to Developer. Contractor shall indemnify and hold harmless Developer from any cost, loss, or expense related to any such laborers', materialmens', mechanics', or any other liens on any part of the Work.

2. **Funding and Payment**

2.1. The City shall benefit from grant funds a minimum of $500,000.00 as the project progresses to immediately begin the project.

2.2. An additional $400,000.00 of grant funds is available for payment through Greater Nashville Regional Council ("GNRC") for the project as needed. The City and/or GNRC will coordinate the availability of these funds as the project progresses.

2.3 The City shall not contribute or pay any compensation to the Company for the performance of this Agreement from the general funds of the City as the only amount allocated is the amount of the grant funds received by the City for the specific Project.

2.4 The Company will be paid for providing the services according to the process for payment established by the GNRC.

. The GNRC will coordinate the payment of funds to pay Company .

3. **Commencement and Completion**

3.1 The Company shall commence the initial phase of the scope of work pursuant to Section 1. above on the project immediately upon execution of this Agreement.

3.2. The project shall be completed within 365 days from the date of commencement, subject to any extensions agreed upon in writing by both parties.

4. **Responsibilities of the Company**

4.1. The Company shall be responsible for obtaining all necessary permits and environmental and governmental approvals for the project.

4.2. The Company shall ensure that all work is performed in compliance with applicable laws, regulations, and industry standards.

4.3. The Company shall provide regular updates to the City on the progress of the project, including but not limited to, surveying, engineering, design, and construction milestones.

4.4. The Company will obtain and provide all required construction, completion, and subsequent maintenance bonds in an amount equaling $900,000.00 or as mandated by any State or Federal regulatory agency and provide proof of same to the City.

5. **Responsibilities of the City and Property Owners**

5.1. The City shall provide timely access to the property boundaries specified in Exhibit A for the Company to perform the work.

5.2. The City shall coordinate with ARA and GNRC to ensure the availability of the $500,000.00 grant and the additional $400,000.00 in funding.

5.3 Property Owners adjacent to the sewer line extension and those eligible for connection shall not be subject to or required to pay for any installation or or construction of the sewer line extension.

5.4 No property owner adjacent to or with eligible access to the sewer line extension be required to connect exception any mandate by Federal, State or local law or regulation due to a failed and irreparable septic system servicing the property. Company shall not charge any fee to a property owner unless connected to the sewer line and receiving sewer services resulting from a connection.

6. **Indemnification**

6.1. The Company agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the performance of the work under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the City.

7. **Termination**

7.1. Either party may terminate this Agreement for cause upon written notice to the other party if the other party fails to perform any material obligation under this Agreement and such failure continues for 90 days after receipt of written notice specifying the nature of the failure.

7.2. Upon termination of this Agreement, the Company shall be entitled to payment for all work performed and materials and supplies purchased up to the effective date of termination as allowed pursuant to the Governmental Grant Contract and all other Federal and State funding contracts, requirements, and regulations.

8. **Miscellaneous**

8.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

8.2. This Agreement may only be amended by a written instrument signed by both parties.

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

8.4. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, return receipt requested, or sent by reputable overnight courier to the addresses set forth below:

City:
The City of Cross Plains
7622 Hwy 25 East
Cross Plains, TN 37049

Company:
Tennessee Wastewater Systems, Inc.
849 Aviation Parkway
Smyrna, TN 37167
Attn: Jeff Risden

8.5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF Cross Plains, Tennessee

By: _____
Name: Barry Faulkner
Title: Mayor

Tennessee Wastewater Systems, Inc.

By: _____
Name: Jeff Risden
Title: Chief Executive Officer

Exhibits

Exhibit A: Property Boundaries Description

Exhibit B: Plans; and Adenus Utilities Group, LLC. Specifications, Version 1.9,

Addendum I

Exhibit A

"The main sewer line shall be extended from its current termination point at or near Stonybrook subdivision westerly to Yates Cave Rd. The main sewer line extension shall be installed in the right-of-way of Highway 25 East."