

# ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

## REGULAR SCHEDULED MEETING

*Thursday, May 16, 2024, @ 5:30 PM*

### Board Members

Eddie Pless | Phil Isaacs | Danny O'Quinn | Edwin Alexander | Jamie Schaff  
Hannah McCoy (Student Liaison)

The Elizabethton Board of Education will meet on Thursday, May 16, 2024, at 5:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave , Elizabethton, TN 37643.

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE TO THE FLAG**
4. **APPROVE CONSENT AGENDA AND REGULAR AGENDA**
5. **TIME FOR CITIZENS TO SPEAK**
6. **SPECIAL RECOGNITION**
  - A. TA Dugger Future Business Leaders of America.
  - B. Elizabethton High School Future Business Leaders of America.
  - C. Elizabethton High School CNA students.
  - D. Mrs. Katie Dugger is the TN ACTE Community Service Award winner.
  - E. Mr Lee Cole's Battle of the Build.
  - F. Elizabethton High Schools SkillsUSA winners.
  - G. Elizabethton High School FFA.
  - H. Shelby Edmonds won \$2000 from the Shark Tank Competition at CareerQuestTN event.
  - I. Mr. Dan Mills has been recognized with the Wright Brothers Master Pilot Award, which is presented to pilots who have been flying planes for 50 years.
  - J. Elizabethton High School students who have completed their solo airplane flights.
  - K. Hannah McCoy - School Board Liaison for the 2023-2024 school year.
  - L. EHS Music Department
  - M. EHS Student Presentation on Elementary Culture Wall designs.
7. **CONSENT AGENDA**
  - A. Minutes of Regular Meeting: Date: April 18, 2024
  - B. Approve General Purpose Fund Financial Statement, Date: April 2024
  - C. Approve Federal Projects Fund Financial Statement, Date: April 2024
  - D. Approve School Nutrition Fund Financial Statement, Date: April 2024

- E. Approve the second reading of the following Board Policy:  
1.407 School District Record
  - F. Approve Request for Property / Equipment Sale/ Disposal
  - G. Approve Dual Credit Conditions and Agreement between Northeast State Community College and Elizabethton City Schools for the 2024-2025 school year.
  - H. Approve the Summer Learning Camp Application
  - I. Approve the Annual Service Agreement between Elizabethton City Schools and Trane U.S. Inc.
  - J. Approve Services Agreement between Elizabethton City Schools and Frontier Health for the 2024-2025 school year.
  - K. Approve the Perkins Reserve Grant Application for the 2024-2025 school year.
  - L. Approve Construction Management Contract between Burleson Construction Company, Inc. and Elizabethton City Schools to complete construction of the Dave Rider Center for Athletic Performance on the campus of Elizabethton High School for an amount not to exceed \$3,750,000
  - M. Approve for the TA Dugger Lead class to travel to Eleuthera in the Bahamas with an organization called Camp Bahamas, a 501 Non-Profit group, the tentative date is February 23- March 1, 2025. The hope is to allow 8th grade students the chance to serve, grow and learn through a once in a lifetime opportunity and experience.
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**
- A. Personnel Report
    - NEW HIRES:
      - Cindy Davis- Substitute Cook, effective 4/27/2024
      - Michelle Fowler- Interim Teacher @ EHS, effective 4/22/2024
      - Peyton Lacy-ESP Student Leader, effective 4/24/2024
      - Abbey Townsend-ESP Leader, effective 5/2/2024
    - ADDITIONAL POSITION:
      - Jordan LaRoche- ESP Student Leader, effective 4/10/2024
    - TRANSFERS:
      - Mallory Moreland-Transfer from TNAC Asst. to Interim 2nd Grade Teacher @ HME, effective 5/1/2024-5/22/2024
      - Gail Ridlehuber- Transfer from Project On Track Math Teacher to Interim Math Teacher @ TAD, effective 4/22/2024-5/22/2024
    - RESIGNATIONS:
      - Abby Owen- Math Teacher @ TAD effective 5/23/2024
      - Chloe Hambrick-ESP Student Leader, effective 4/23/2024
      - Elijah Smith- CIP-Swim Instructor, effective 5/1/2024
      - Leanne Combs-Clerical Assistant @ WSE, effective 6/1/2024
    - TERMINATIONS:
    - LEAVE OF ABSENCE:
      - Michelle Johnson-Cafeteria Manager @TAD, effective 4/29/2024-5/14/2024
      - Gary Harrison-Teacher @EHS, effective 4/5/2024-5/3/2024-revised
      - Kendra Killion-Teacher @ HME, effective 4/29/2024-5/22/2024

RETIREMENT:

Danny Osborne- Custodian @ TAD, effective 5/24/2024

Mark Hyatt- Teacher @ EHS, effective 5/23/2024

Roberta Naholowaa- Teacher @ TAD, effective 6/29/2024

Cathy Sanders- Educational Assistant @ EHS, effective 5/22/2024

Jennifer Taylor-CTE Secretary @ EHS, effective 6/4/2024

Linda Black- Cafeteria Personnel @ HME, effective 5/21/2024

Becky Wagner- SPED Instructional Coach @ CO, effective 6/1/2024

- B. Director's Update
  - C. Board Member Reports
  - D. City Council Liaison's Report
  - E. Student Liaison's Report
9. **REGULAR AGENDA**
- A. Approve Gift Agreement between Citizens Bank Tri-Cities Foundation, Ltd and Elizabethton City Schools.
  - B. Approve naming of the new athletic training building on the campus of Elizabethton High School as the Dave Rider Center for Athletic Performance.
  - C. Approve the 2024-2025 Budget.
10. **FOR YOUR INFORMATION**
11. **NEXT REGULARLY SCHEDULED BOARD MEETING**
- The next regularly scheduled Board Meeting will be held on Thursday, June 20, 2024 at 5:30pm in the Mack Pierce Board Room of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, TN.
12. **ADJOURN**

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION  
REGULAR SCHEDULED MEETING  
Thursday, April 18, 2024 5:30 PM  
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, April 18, 2024, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:32 PM.

Ed Alexander: Present  
Phil Isaacs: Present  
Danny O'Quinn: Present  
Eddie Pless: Present  
Jamie Schaff: Present

1. CALL TO ORDER
2. MOMENT OF SILENCE
3. PLEDGE TO THE FLAG
4. APPROVE CONSENT AGENDA AND REGULAR AGENDA

Motion was made by Ed Alexander, second by Phil Isaacs to approve the Consent and Regular Agendas. Motion carried.

Ed

Alexander: aye

Phil

Isaacs: aye

Danny

O'Quinn: aye

Eddie

Pless: aye

Jamie  
Schaff: aye

aye: 5, nay: 0

5. TIME FOR CITIZENS TO SPEAK

No citizens ask to appear before the Board.

6. SPECIAL RECOGNITION

A. Elizabethton High School Girls' Basketball Team

Coach Andrews thanked everyone for their continued support of the girls' basketball team. This group of ladies have been great. The year began with injuries, and they played through the season with various injuries. They made it and had a fantastic season. These ladies have many championships together, and we are one of the few teams in our area that can say that. I can't say enough good things about them. Their hard work and dedication they have given the past 4 years has been tremendous.

B. Mr. Jerry Agan and students who built the shot-put throwing area.

Dr. Minton recognized Mr. Russell and his son, Diesel, who is a student at Elizabethton High School, for their contribution and installation of a new Discus Pad at the High School. They did the planning, grade work and poured the concrete and installed the discus sleeves. They also secured donations from a local company that helped reduce the cost and add to the community input and involvement of our track and field facility, which is rivaling most college facilities, especially locally. As it continues to improve, having the input of our parents and community stakeholders and our students is something we are very proud of. We want to say thank you. This project will have an impact on the high school and several students now and for years to come. Thank you for your generosity, time and commitment. They were also able to install a throwing cage for our students. Hopefully, Diesel will be on his way to being a competitive thrower.

I want to acknowledge Diesel and his most recent accomplishment at the Skills USA competition in Chattanooga. We had several 1st place winners and Bronze finalists. Diesel placed 1st in Electrical Wiring. He was offered

a job on the spot. He is also just a Junior so they will have to wait for him to get his diploma.

Thank you again. We appreciate all your time and commitment to this project.

C. Elizabethton High School Mock Trial Teams

These students are on our Mock Trial Team. They were given an actual case file where they had to collect evidence, get statements and go into court and try the case. The case was tried at the Federal Courthouse in Greeneville in front of federal judges. They did an awesome job. Jackson was awarded Lawyer of the Day. I am super proud of these students. They are very good at what they do and I would hire any of them to represent me.

D. Elizabethton High School students who attended the Annual SCOPE Conference in Nashville.

We had 4 students who were able to attend the SCOPE Conference in Nashville. TSBA hosts this every year for 9th -12th grade students from across the state to come together and discuss current topics in education. The participants explore education through mock school board meetings, group discussions and debates with their peers. These events are designed to give students an understanding of how school boards operate. Hannah spoke briefly about the groups and that they had 4 debate topics. Each group selected a speaker for their group and you had to choose if you were for or against each topic. Your group had to provide pros and cons for each topic. The students were able to vote at the end as to who they thought provided the best debate.

Hannah expressed how thankful and appreciative she was for being able to attend the SCOPE Conference again this year. The other students who attended were Baylor Hopland, Hudson Smith and James Corum.

7. CONSENT AGENDA

A. Minutes of Regular Meeting: Date. March 21, 2024

B. Approve General Purpose Fund Financial Statement, Date-March 2024

C. Approve Federal Projects Fund Financial Statement, Date-March 2024

- D. Approve School Nutrition Fund Financial Statement, Date-March 2024
  - E. Approve to ratify the renewal of a 3-year controls service agreement between Trane U.S, Inc. and Elizabethton City Schools for the total contract amount of \$19,785.00.
  - F. Approve for the Elizabethton High School Girls' Basketball team to travel to Destin, Florida by plane from December 26-31, 2024.
  - G. Approve Request for Property/Equipment Sale/Disposal
  - H. Rescind construction management selection of Preston Construction to complete construction of the Dave Rider Center for Athletic Performance at Elizabethton High School.
  - I. Approve Escrow Account with Burleson Construction for the Dave Rider Center for Athletic Performance at Elizabethton High School.
8. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

A. Personnel Report

NEW HIRES:

Alex Ingram- Assistant Girls Basketball Coach @ EHS-effective 4/2/2024

ADDITIONAL POSITION:

Jacey Fair- Substitute Teacher-effective 4/4/2024

Colby Garland-ESP Student Leader-effective 4/10/2024

Jayden LaRoche-ESP Student Leader-effective 4/10/2024

TRANSFERS:

Chelsie Isaacs- Coordinated School Health/Social & Family Resource Supervisor-effective 4/1/2024

Wendy Kelley- Substitute Cook to Part-time Cook @ TAD-effective 4/9/2024

Alexis Bier- TNAC Interim Teacher- TNAC Assistant @ ESE-effective 4/11/2024

Selina Stout- Interim K Teacher - TNAC Teacher @ ESE-effective 4/1/2024

Sara Perry- part-time to full-time cafeteria personnel @ TAD-effective 4/2/2024

RESIGNATIONS:

Loretta Hileman-Substitute Teacher-effective 3/8/2024  
Kathryn Daugherty-Teacher @ HME-effective 5/22/2024  
Abigail Johnston-ESP Student Leader-effective 4/5/2024  
Hannah Slagle-WELC Secretary-effective 5/23/2024  
Vickie Livingston-Teacher @ HME-effective 4/22/2024  
Alex Ingram-Asst.Girls Basketball Coach @ TAD-effective 4/1/2024  
Garry Smith-Asst. Girls Basketball Coach @EHS-effective 4/1/2024  
Matthew Clemson-Asst. Boys Basketball Coach@ EHS-effective 4/17/2024

TERMINATIONS:

LEAVE OF ABSENCE:

Casey Waters-effective 3/19/2024-5/22/2024  
Rachel Williams-Intermittent-effective 3/6/2024-6/3/2024

RETIREEES:

Leslee Bradley-Teacher-effective 5/23/2024  
Debbie Gouge-Teacher-effective 5/23/2024  
Lynn Lewis-Teacher-effective 5/23/2024  
Chris Lockhart-Band Director-effective 5/23/2024  
Roberta Naholowaa-Teacher-effective 6/29/2024

B. Director's Update

I just wanted to talk a little about the season we are in. It is testing season and I want to commend our staff for making it seamless. Our initial benchmark testing results from February look very promising and the correlation between those and TCAP results have been very reliable. We are excited about the opportunity for our students to display all they have learned this year.

It takes a village to help get this done and we are very thankful to our village and all that they have done.

I want to mention briefly, as many of you know, Mrs. Owen is our Board Attorney and she had an accident about a week ago. She has a few broken fingers, injured a leg, but thankfully, no head, neck or back injuries. We are so fortunate to have her. She has been one of our attorneys for several years. She is excellent at what she does and we are glad that she is

on our side. As Mr. Holly mentioned, good attorneys are extremely valuable. Please continue to remember her in your thoughts and prayers.

Capital projects continue to make steady progress. The remodel at the Community Development and Engagement Center continues to move along. We moved into the Alternative School last week or week before and it seems to be going well. We will now focus on the other side and work on the PD side as well as the Family Resource side. We hope to have that finished by the end of summer and be in there by the start of the 2024 school year.

The Harold McCormick project continues to move along well. We are down to the final 3 classrooms in this phase of the project. There is also work to be done in the hallway which will be done this summer. It was staggered intentionally due to needing access to the hallway to get to the classrooms. We thank Mr. Weems and JE Green for their help on this project.

We had tons of recognitions tonight and that is always a highlight of the board meeting for me to see the great work that the students are doing. We will have even more next month.

I want to say congratulations to Dr. Myra Newman. She is one of the Regional finalists for Supervisor of the Year. She is down to one of three from our region. The next phase, they will pick one from the region to go on and from there, they will pick one from each of the 3 grand divisions to go on. We are very appreciative for all that she does for the system and happy that she is receiving this recognition. We feel like she is a very strong candidate to continue along in this competition.

I want to mention that graduation is on Friday, May 17th at 7:00. We will have more information coming out soon. It is on a Friday night, but that gives us allowance for Saturday should we have bad weather, so that we could potentially move it to Saturday. Please make note of that. It is a culminating event for the seniors. Please try and be there if at all possible.

I want to update you on the Back to School Bash. We are still working on the organization of this event. It will be Monday, July 29th, at the High

School from 6-8pm. It will be similar to last year. This is a great way to see our students and families outside the school setting. I think it is a good way for our students to get the year off to a great start as well. We would love for you to come. This is one of the best things we have done, and it's a good relationship builder for our students, parents and school staff.

Board Members, you should have received an email regarding the Fall District Meeting from TSBA and a note from me as well. The meeting is in September in Greenville this year in the afternoon. If you would like to attend, please let me or Mrs.Walker know, so we can get registration taken care of. It is always fun and full of good information. The TSBA staff always does a good job.

That is all the information and updates that I have.

C. Board Member Reports

D. City Council Liaison's Report

E. Student Liaison's Report

When I ran for Student Liaison, I had to make a campaign video. My statement was "to make everyone feel like a king or queen when on the throne". The bathrooms have been a #1 concern of students for several years. Vandalism has also been an issue. The students have made complaints and I believe that if we had new facilities, the students would take pride and be appreciative of them. Therefore, they would be apt to take better care of them. I hope this will happen in the future.

9. REGULAR AGENDA

A. Approve first reading of Board Policy 1.407 School District Records.

Motion was made by Danny O'Quinn, second by Jamie Schaff To approve first reading of Board Policy 1.407 School District Records. Motion carried.

Ed

Alexander

er:

Phil  
Isaacs: aye  
Danny  
O'Quin aye  
n:  
Eddie  
Pless: aye  
Jamie  
Schaff: aye

aye: 5, nay: 0

The only change is a bookkeeping change. We need to change the name from the previous board secretary. There were also 2 hyperlinks that were not working, but those have been fixed. These were the only things that needed to be taken care of.

- B. Approve the Student Affiliation agreement between Ballad Health and Elizabethton High School for Health Science students.

Motion was made by Ed Alexander, second by Phil Isaacs To approve the Student Affiliation agreement between Ballad Health and Elizabethton High School for Health Science students. Motion carried.

Ed  
Alexand aye  
er:  
Phil  
Isaacs: aye  
Danny  
O'Quin aye  
n:  
Eddie  
Pless: aye

Jamie

Schaff: aye

aye: 5, nay: 0

This agreement is new to us. It is similar to the agreement that our Health Occupations classes have with Ivy Hall. It isn't replacing that, it is giving our students more opportunities of learning.

Ballad Health was awarded a substantial grant to partner with school districts in the area. They are in need of additional health occupations across our region. There will be opportunities for our students in the future. They could earn dual enrollment and possibly get their CNA license prior to graduating. There are all kinds of things this grant will help us supplement and make it better for our students. We all know that if we have someone in the hospital, we want to have the best staff and equipment available. This is an opportunity for us as a school system to help feed that pipeline of health care workers.

Mr. Alexander commented on how great our HOSA program is. Ballad has received some negative criticism recently. We need to support them. There is a good possibility that we could lose our local hospital.

Ms. McCoy also commented that she is involved with the HOSA program and several of the students have gotten CNA jobs with Ballad after finishing the Health Occupations Program. This experience with Ballad Health will benefit so many more students.

- C. Approve the creation of a full-time administrative assistant position to support the work of the Coordinated School Health Program and manage logistics at the Community Development and Engagement Center. Motion was made by Ed Alexander, second by Phil Isaacs To approve the creation of a full-time administrative assistant position to support the work of the Coordinated School Health Program and manage logistics at the Community Development and Engagement Center. Motion carried.

Ed

Alexander:

aye

Phil

Isaacs: aye

Danny

O'Quinn:

aye

Eddie

Pless: aye

Jamie

Schaff: aye

aye: 5, nay: 0

Briefly, Emily Brooks was recently in this position, and she took a new position with the State Department of Health. She did a fantastic job while she was here. When she left, we took a look at her position and the program, as well as another program that we have. It made sense to take both positions and merge them into one job. There are several other districts in the area that have the same programs as one. With the savings from merging these 2 positions, it allows us to consider hiring an administrative assistant that will work with the Coordinated School Health Director. When the Family Resource Center is completed and families begin to come by, we will have additional help and support. It felt right to provide another set of hands. Our CSH Director has a great vision for this program. We have an advisory council, and they have met and gone over some things. We felt like it would be better to go ahead and hire for this position so they can have everything ready for the start of the new school year.

- D. Approve construction management selection of Burlison Construction to complete construction of the Dave Rider Center for Athletic Performance

at Elizabethton High School for a maximum amount not to exceed \$3,750,000 and approve the Director of Schools to negotiate a contract to be executed by the Executive Committee.

Motion was made by Danny O'Quinn, second by Jamie Schaff To approve construction management selection of Burleson Construction to complete construction of the Dave Rider Center for Athletic Performance at Elizabethton High School for a maximum amount not to exceed \$3,750,000 and approve the Director of Schools to negotiate a contract to be executed by the Executive Committee. Motion carried.

Ed

Alexander: aye

er:

Phil

Isaacs: aye

Danny

O'Quinn: aye

n:

Eddie

Pless: aye

Jamie

Schaff: aye

aye: 5, nay: 0

Burleson Construction has worked for the last month trying to get the project we have in place to fit within the funds that we have available. It has been a challenge to get to the point where we have a complete project that we can be proud of, with no promises of what may happen in the future. It includes the turf and the gym floor. We are going to work in the weight room, but not the weight equipment. What it does not include is the parking. It will be gravel and the awning that connects the west end of the gym to the facility. If there are any savings, we may be able to add

some of these components back in. We will have to look at some paving leading up from Jason Witten Way from the construction. It will probably be about a year before the construction is completed.

Mr. Pless thanked Mr. VanHuss for running interference on this project.

Mr. VanHuss stated that we want a quality facility that we can be proud of. There is not another facility like what we are going to build this side of Knoxville or further. This building will have a huge impact, especially during the day for classes. It will also have an impact on the community as a whole. We want to thank Mrs. Wilson for being able to find available funding for this project.

- E. Approve the award of bid number ECSS 2023-2024-3 for the FIRST FLOOR TILE AT T.A.DUGGER JUNIOR HIGH SCHOOL be awarded to Winchester Quality Flooring.

Motion was made by Danny O'Quinn, second by Ed Alexander To approve the award of bid number ECSS 2023-2024-3 for the FIRST FLOOR TILE AT T.A.DUGGER JUNIOR HIGH SCHOOL be awarded to Winchester Quality Flooring. Motion carried.

Ed

Alexander: aye

er:

Phil

Isaacs: aye

Danny

O'Quinn: aye

n:

Eddie

Pless: aye

Jamie

Schaff: aye

aye: 5, nay: 0

I sent a few pictures out this week of the new entrance. The tiles on the floors are seafoam green. The project will be in 2 phases. One amount is for the complete 1st floor. From the cafeteria all the way down the main hallway to the men's restroom, up the steps and down to the exit doors at the crow's nest. Right now, we want to focus on just the cafeteria area. There are some issues with the tiles there. They will need to replace some plywood due to wear and tear and rot over the years. Winchester has guaranteed the quote for 3 months, which will be in June before we need to make the decision. We hope to have some reserve funds. As we get closer to the end of the year, we will look at the possibility of completing the whole first floor. We also have some savings from the TA Dugger project that we will put toward this cafeteria portion as well. If you approve this, we will only focus on the cafeteria area right now.

10. FOR YOUR INFORMATION

11. NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, May 16, 2024 at 5:30pm in the Mack Pierce Board Room of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, TN.

12. ADJOURN

Motion was made by Danny O'Quinn Motion to Adjourn Motion carried.

Ed

Alexander: aye

Phil

Isaacs: aye

Danny

O'Quinn: aye

Eddie

Pless: aye

Jamie

Schaff: aye

aye: 5, nay: 0

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Chairman of the Board

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Director of Schools

	Acct	2023-24		2023-24		2023-24		2023-24		Unencumbered	April 2023-24
		Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity				
141 R 40110	000	CURRENT PROPERTY TAX	3,600,000.00	3,600,000.00	3,553,271.27	98.70	46,728.73	119,645.33			
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	86,000.00	86,000.00	93,967.03	109.26	-7,967.03	16,386.44			
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	23,000.00	23,000.00	13,533.09	58.84	9,466.91	2,943.59			
141 R 40140	000	INTEREST AND PENALTY	27,000.00	27,000.00	19,438.87	72.00	7,561.13	5,579.57			
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	59,000.00	59,000.00	12.57	0.02	58,987.43	0.00			
141 R 40163	000	PAYMENTS IN LIEU OF TAXES - OT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00			
141 R 40210	000	LOCAL OPTION SALES TAX	4,200,000.00	4,200,000.00	2,393,082.77	56.98	1,806,917.23	327,440.48			
141 R 40275	000	MIXED DRINK TAX	22,000.00	22,000.00	18,648.70	84.77	3,351.30	147.37			
141 R 40320	000	BANK EXCISE TAX	30,000.00	30,000.00	38,567.90	128.56	-8,567.90	38,567.90			
141 R 41110	000	MARRIAGE LICENSES	600.00	600.00	476.95	79.49	123.05	47.52			
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	380,000.00	380,000.00	248,729.85	65.46	131,270.15	38,998.66			
141 R 43513	000	TUITION - SUMMER SCHOOL	750.00	750.00	0.00	0.00	750.00	0.00			
141 R 43517	000	TUITION - OTHER	227,975.00	227,975.00	178,066.53	78.11	49,908.47	24,254.27			
141 R 44110	000	INVESTMENT INCOME	40,000.00	40,000.00	123,131.86	307.83	-83,131.86	21,673.36			
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	100.00	10.00	900.00	0.00			
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	18,659.18	0.00	-18,659.18	3,328.08			
141 R 44990	000	OTHER LOCAL REVENUES	273,195.00	273,195.00	192,909.47	70.61	80,285.53	25,576.23			
141 R 46510	000	TISA STATE FUNDING	19,250,000.00	19,250,000.00	17,754,103.01	92.23	1,495,896.99	1,909,840.54			
141 R 46515	000	EARLY CHILDHOOD EDUCATION	407,000.00	407,000.00	300,180.47	73.75	106,819.53	36,857.35			
141 R 46550	000	DRIVER EDUCATION	6,500.00	6,500.00	8,493.02	130.66	-1,993.02	8,493.02			
141 R 46590	000	OTHER STATE EDUCATION FUNDS	239,876.00	239,876.00	0.00	0.00	239,876.00	0.00			
141 R 46610	000	CAREER LADDER PROGRAM	30,907.00	30,907.00	24,153.63	78.15	6,753.37	8,648.74			
141 R 46790	000	OTHER VOCATIONAL	340,113.00	340,113.00	464,457.06	136.56	-124,344.06	242,343.70			
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00			
141 R 47590	000	OTHER FEDERAL THROUGH STATE	64,842.00	64,842.00	0.00	0.00	64,842.00	0.00			
141 R 48610	000	DONATIONS	26,400.00	26,400.00	12,282.88	46.53	14,117.12	425.00			
141 R 49800	000	OPERATING TRANSFERS	2,460.00	2,460.00	400,000.00	16,260.16	-397,540.00	200,000.00			
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	1,400,000.00	58.33	1,000,000.00	0.00			
Grand Revenue Totals			31,853,618.00	31,853,618.00	27,256,266.11	85.57	4,597,351.89	3,031,197.15			

Number of Accounts: 44

\*\*\*\*\* End of report \*\*\*\*\*

Acct	2023-24		2023-24		Unencumbered		April 2023-24
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity	
141 E 71100 --- --- -----	REGULAR INSTRUCTION PROGRAM	14,555,796.00	14,555,796.00	8,981,171.13	61.70	5,570,002.58	1,039,601.05
141 E 71200 --- --- -----	SPECIAL EDUCATION PROGRAM	2,561,690.00	2,561,690.00	1,728,102.90	67.46	833,060.24	211,062.74
141 E 71300 --- --- -----	VOCATIONAL EDUCATION PROGRAM	1,716,235.00	1,716,235.00	1,196,083.76	69.69	507,890.09	135,544.55
141 E 71400 --- --- -----	STUDENT BODY EDUCATION PROGRAM	425,130.00	425,130.00	388,949.91	91.49	36,180.09	3,467.12
141 E 72110 --- --- -----	ATTENDANCE	111,810.00	111,810.00	83,228.87	74.44	27,959.61	7,329.26
141 E 72120 --- --- -----	HEALTH SERVICES	433,622.00	433,622.00	300,494.16	69.30	129,129.84	33,365.92
141 E 72130 --- --- -----	OTHER STUDENT SUPPORT	1,117,740.00	1,117,740.00	552,579.78	49.44	556,282.54	60,572.17
141 E 72210 --- --- -----	REGULAR INSTRUCTION PROGRAM	1,326,988.00	1,326,988.00	851,820.50	64.19	471,063.50	83,696.04
141 E 72220 --- --- -----	SPECIAL EDUCATION PROGRAM	413,459.00	413,459.00	306,867.95	74.22	103,691.05	35,449.66
141 E 72230 --- --- -----	VOCATIONAL EDUCATION PROGRAM	178,895.00	178,895.00	133,889.56	74.84	45,005.44	13,624.74
141 E 72250 --- --- -----	TECHNOLOGY	830,510.00	830,510.00	693,653.09	83.52	121,663.39	61,466.66
141 E 72310 --- --- -----	BOARD OF EDUCATION	596,365.00	596,365.00	525,914.62	88.19	59,872.62	22,242.12
141 E 72320 --- --- -----	OFFICE OF THE SUPERINTENDENT	438,535.00	438,535.00	355,499.66	81.07	70,614.28	33,875.15
141 E 72410 --- --- -----	OFFICE OF THE PRINCIPAL	1,897,951.00	1,897,951.00	1,410,061.86	74.29	487,189.14	147,869.13
141 E 72510 --- --- -----	FISCAL SERVICES	422,650.00	422,650.00	344,210.43	81.44	73,558.65	29,025.91
141 E 72610 --- --- -----	OPERATION OF PLANT	2,016,211.00	2,016,211.00	1,561,162.32	77.43	452,908.16	133,393.46
141 E 72620 --- --- -----	MAINTENANCE OF PLANT	1,228,225.00	1,228,225.00	1,192,053.26	97.05	-147,288.44	177,506.21
141 E 72710 --- --- -----	TRANSPORTATION	813,436.00	813,436.00	484,778.13	59.60	86,877.12	61,629.40
141 E 73100 --- --- -----	FOOD SERVICE	41,395.00	41,395.00	16,491.93	39.84	24,903.07	973.33
141 E 73300 --- --- -----	COMMUNITY SERVICES	227,975.00	227,975.00	176,478.30	77.41	33,275.84	7,774.46
141 E 73400 --- --- -----	EARLY CHILDHOOD EDUCATION	407,000.00	407,000.00	301,153.38	73.99	105,846.62	36,543.67
141 E 76100 --- --- -----	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	2,181,101.63	2,370.76	-2,332,539.44	249,447.90
<b>Grand Expense Totals</b>		<b>31,853,618.00</b>	<b>31,853,618.00</b>	<b>23,765,747.13</b>	<b>74.61</b>	<b>7,317,145.99</b>	<b>2,585,460.65</b>

Number of Accounts: 647

\*\*\*\*\* End of report \*\*\*\*\*

		2023-24	2023-24	2023-24	2023-24	Unencumbered	April 2023-24	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
142 R 47141	OCA	TITLE 1 GRANTS TO LOCAL EDUC A	95,123.00	101,123.00	81,907.09	81.00	19,215.91	8,249.40
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	9,000.00	12,000.00	9,169.30	76.41	2,830.70	978.95
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	35,330.00	41,597.18	29,309.47	70.46	12,287.71	4,096.42
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	611,680.00	643,824.08	351,780.75	54.64	292,043.33	53,698.91
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	16,128.00	22,483.19	12,823.00	57.03	9,660.19	1,228.50
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	516,142.00	553,472.94	367,003.33	66.31	186,469.61	42,254.96
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	52,820.00	57,689.14	38,134.48	66.10	19,554.66	4,404.30
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	87,544.00	124,245.28	70,963.46	57.12	53,281.82	5,497.85
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	48,895.00	48,895.00	36,510.92	74.67	12,384.08	4,075.64
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	110,059.00	110,058.75	106,103.62	96.41	3,955.13	4,144.56
142 R 47404	702	ARP Homeless	0.00	31,109.92	0.00	0.00	31,109.92	0.00
142 R 47401	930	ESSER 3.0	339,480.00	575,766.01	323,698.05	56.22	252,067.96	45,796.73
142 R 47401	933	ESSER 3.0	4,250,000.00	3,759,105.60	2,734,413.55	72.74	1,024,692.05	236,083.00
142 R 47307	936	ESSER 2.0	0.00	71,250.00	35,625.00	50.00	35,625.00	0.00
142 R 47990	CPS	OTHER DIRECT FEDERAL REVENUE	0.00	458,899.00	0.00	0.00	458,899.00	0.00
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	23,337.00	32,842.65	16,767.55	51.05	16,075.10	6,031.61
<b>Grand Revenue Totals</b>			<b>6,195,538.00</b>	<b>6,644,361.74</b>	<b>4,214,209.57</b>	<b>63.43</b>	<b>2,430,152.17</b>	<b>416,540.83</b>

Number of Accounts: 16

\*\*\*\*\* End of report \*\*\*\*\*

	Acct	2023-24	2023-24	2023-24	2023-24	Unencumbered	April 2023-24
		Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
142 E 71100	REGULAR INSTRUCTION PROGRAM	1,752,151.00	2,262,476.23	1,579,127.42	69.80	586,460.90	153,913.28
142 E 71200	SPECIAL EDUCATION PROGRAM	627,808.00	659,307.27	364,582.45	55.30	294,724.82	54,906.11
142 E 71300	VOCATIONAL EDUCATION PROGRAM	19,830.00	19,951.18	15,864.44	79.52	3,011.74	1,400.00
142 E 72120	HEALTH SERVICES	50,000.00	55,000.00	30,000.00	54.55	25,000.00	5,000.00
142 E 72130	OTHER STUDENT SUPPORT	407,469.00	424,856.00	259,152.71	61.00	158,057.32	30,024.57
142 E 72210	REGULAR INSTRUCTION PROGRAM	367,979.00	494,272.08	327,342.55	66.23	127,854.53	29,791.40
142 E 72220	SPECIAL EDUCATION PROGRAM	0.00	7,000.00	0.00	0.00	7,000.00	0.00
142 E 72230	VOCATIONAL EDUCATION PROGRAM	2,000.00	1,766.00	1,413.03	80.01	-1,807.03	0.00
142 E 72250	TECHNOLOGY	83,326.00	83,326.00	58,959.50	70.76	24,366.50	6,610.54
142 E 72710	TRANSPORTATION	0.00	20,000.00	191.37	0.96	-191.37	191.37
142 E 73100	FOOD SERVICE	0.00	1,000.00	0.00	0.00	500.00	0.00
142 E 73300	COMMUNITY SERVICES	110,059.00	110,058.75	116,668.43	106.01	-6,609.68	14,709.37
142 E 76100	REGULAR CAPITAL OUTLAY	2,772,456.00	2,503,378.60	1,551,212.54	61.96	513,677.68	149,587.19
142 E 99100	OPERATING TRANSFERS	2,460.00	1,969.63	0.00	0.00	1,969.63	0.00
<b>Grand Expense Totals</b>		<b>6,195,538.00</b>	<b>6,644,361.74</b>	<b>4,304,514.44</b>	<b>64.78</b>	<b>1,734,015.04</b>	<b>446,133.83</b>

Number of Accounts: 209

\*\*\*\*\* End of report \*\*\*\*\*

		2023-24	2023-24	2023-24	2023-24	Unencumbered	April 2023-24	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
143 R 43521	000	LUNCH PAYMENTS - CHILDREN	175,000.00	175,000.00	83,206.82	47.55	91,793.18	-23.50
143 R 43522	000	LUNCH PAYMENTS - ADULTS	15,500.00	15,500.00	19,631.16	126.65	-4,131.16	2,444.32
143 R 43525	000	A LA CARTE SALES	16,000.00	16,000.00	49,098.80	306.87	-33,098.80	4,510.79
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	11,473.85	88.26	1,526.15	0.00
143 R 44110	000	INVESTMENT INCOME	20,000.00	20,000.00	30,679.35	153.40	-10,679.35	3,299.24
143 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	2,720.03	0.00	-2,720.03	0.00
143 R 46520	000	SCHOOL FOOD SERVICE	12,500.00	12,500.00	10,277.77	82.22	2,222.23	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	700,000.00	700,000.00	590,264.73	84.32	109,735.27	88,015.13
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	0.00	0.00	93,500.00	0.00
143 R 47113	000	USDA BREAKFAST	325,000.00	325,000.00	312,800.06	96.25	12,199.94	48,337.84
143 R 47114	000	USDA - ESP SNACK PROGRAM	14,500.00	14,500.00	18,806.34	129.70	-4,306.34	2,576.34
Grand Revenue Totals			1,385,000.00	1,385,000.00	1,128,958.91	81.51	256,041.09	149,160.16

Number of Accounts: 39

\*\*\*\*\* End of report \*\*\*\*\*

		2023-24	2023-24	2023-24	2023-24	Unencumbered	April 2023-24
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
143 E 73100 --- --- ----- ---	FOOD SERVICE	1,385,000.00	1,385,000.00	1,230,011.36	88.81	154,988.64	136,434.65
Grand Expense Totals		1,385,000.00	1,385,000.00	1,230,011.36	88.81	154,988.64	136,434.65

Number of Accounts: 81

\*\*\*\*\* End of report \*\*\*\*\*

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT

### SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

TAG# see attached list

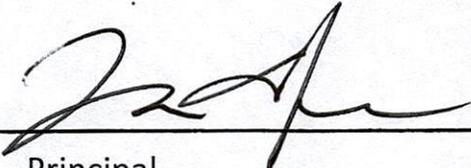
ITEMS: see attached list

METHOD OF  
SALE/DISPOSAL: RECYCLE

---

SALE/DISPOSAL

AUTHORIZED BY: \_\_\_\_\_

  
Principal

DATE: 4/24/27

AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Director of Schools

AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Board Chairman

PROPERTY OF  
ELIZABETHTON HIGH SCHOOL  
08335

Broken Mahogany  
6-drawer desk  
with Black inset top.

**TENNESSEE BOARD OF REGENTS  
COMMUNITY COLLEGE  
DUAL CREDIT CONDITIONS AND AGREEMENT  
BETWEEN  
NORTHEAST STATE COMMUNITY COLLEGE  
AND  
ELIZABETHTON CITY SCHOOLS  
FOR THE 2024-2025 ACADEMIC YEAR**

High school students attending Elizabethton High School who pass the dual credit course(s) listed below may sit for the corresponding end-of-course assessment(s).

<b>High School Course Name</b>	<b>College Course Name</b>	<b>Credit Hours</b>
Accounting 1 Accounting 2 Banking and Finance	ACCT 1010 - Principles of Accounting I	3
Greenhouse Management	AGRI 1030	4
Maintenance & Light Repair II Maintenance & Light Repair III Maintenance & Light Repair IV	AUTO 1120 - Automotive Electrical	4
Maintenance & Light Repair II Maintenance & Light Repair III Maintenance & Light Repair IV	AUTO 2140 - Engine Analysis	4
Maintenance & Light Repair II Maintenance & Light Repair III Maintenance & Light Repair IV	AUTO 2210 - Alignment and Brakes	4
Introduction to Business & Marketing Business Communication Business Management Business Entrepreneurship	BUSN 1305 - Introduction to Business	3
Chemistry 2	CHEM 1060 - Survey of Chemistry	4
Web Design Foundations Web Site Development	CITC 1300 - Beginning HTML and CSS	3
Coding 1 Coding 2 AP Computer Science Principles	CITC 1301 - Introduction to Programming and Logic	3

Criminal Justice II Criminal Justice III Pre-Law 2 Pre-Law 3	CRMJ 1010 - Introduction to Criminal Justice	3
Senior Capstone*	EDUC 1030 – College and Lifelong Learning  *Note: Students are required to have a minimum ACT score of 18 in English and 19 in Reading to be eligible to sit for the EDUC 1030 end-of-course assessment	3
Emergency Medical Services Medical Therapeutics	EMTP 1015 - Cardiopulmonary Resuscitation	1
Computer Applications	INFS 1010 - Computer Applications	3
Agriculture Power and Equipment	WELD 1060 – General Welding	4

Students who receive a minimum score, determined by the College, on the respective end-of-course assessment(s) can receive dual credit at Northeast State Community College (NeSCC) in accordance with Early Postsecondary Opportunities Policy 2:01:00:05.

Upon enrolling at NeSCC, the student will notify the College's High School Programs (HSP) office of his/her intent to apply escrowed dual credit to his/her college transcript. The HSP office will verify the student's test scores and forward appropriate documentation to the College's Admissions Office for processing. In order for those students to meet all articulation requirements,

1. The student will complete a high school course that aligns with a NeSCC course and will complete a Dual Credit Pathways Form.
2. The HSP office will be responsible for ensuring all student documentation is forwarded to NeSCC's Admissions Office for credit awarding.
3. NeSCC faculty will be responsible for creating, administering, and assessing the dual credit end-of-course assessments. The end-of-course assessment(s) may be held at Elizabethton High School or at NeSCC depending upon the course and proctor availability.
4. Dual credit students shall be provided with one attempt at the end-of-course assessment in a given college semester term. If the student is absent on the day that the end-of-course assessment is administered, he/she will be allowed to "make up" the attempt during a subsequent testing session.
5. The student should enroll as a degree-seeking student at NeSCC within two years of high school graduation in order to have the dual credit transcribed to his/her college transcript.

Course credit will be awarded upon official college admittance and completion of at least one course at Northeast State Community College. The college course, credit hours, and a grade of "Pass" will be shown on the NeSCC transcript. Transfer of this dual credit to other institutions is at the discretion of the receiving institution.

Both Elizabethton High School and NeSCC shall comply with all applicable State and Federal laws and regulations including, without limitation, the Family Educational Rights and Privacy Act (FERPA) and College policies and guidelines in the performance of this agreement.

This Agreement shall be effective for the period commencing on August 1, 2024 and ending on July 31, 2025.

This agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of termination.

IN WITNESS WHEREOF:

**ELIZABETHTON CITY SCHOOLS:**

---

Brian Culbert, Ed.S., Career and Technical Education      Date  
Director

**NORTHEAST STATE COMMUNITY COLLEGE:**

---

Connie Marshall, Ed.D., Vice President      Date  
Academic Affairs

---

Jeff McCord, Ed.D., President      Date

**TENNESSEE BOARD OF REGENTS:**

---

Flora W. Tydings, Ed.D., Chancellor      Date

Allocations

Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Allocations

Allocation Type	(1)	Learning Camps (2)	Sum Learn Transp	Total
Original	\$264,292.10		\$25,910.99	\$290,203.09
Incoming Carryover	\$0.00		\$0.00	\$0.00
Outgoing Carryover	\$0.00		\$0.00	\$0.00
Reallocated	\$0.00		\$0.00	\$0.00
Additional	\$0.00		\$22,024.34	\$22,024.34
Released	\$0.00		\$0.00	\$0.00
Consortium	\$0.00		\$0.00	\$0.00
Forfeited	\$0.00		\$0.00	\$0.00
FER Released	\$0.00		\$0.00	\$0.00
<b>Total</b>	<b>\$264,292.10</b>		<b>\$47,935.33</b>	<b>\$312,227.43</b>

Allocation Transfers

Overview

**Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Allocations**

**User Access**

The *Summer Learning Camps Director* role can be assigned by the district user access administrators or the ePlan.Help@tn.gov team.  
[Click here to access the LEA user access form.](#)

**Workflow and Notifications**

<b>Not Started</b>	The application cannot be edited until the draft is started. <i>LEA Summer Learning Camp Director, LEA Fiscal Representative, or LEA Authorized Representative</i> roles can move the application into <i>Draft Started</i> status.
<b>Draft Started</b>	<i>LEA Summer Learning Camp Director, LEA Fiscal Representative, or LEA Authorized Representative</i> roles can edit the application in the <i>Draft Started</i> status (or <i>Revision Started</i> for revisions).
<b>Draft Completed</b>	The <i>LEA Summer Learning Camp Director</i> role can click <i>Draft Completed</i> (or <i>Revision Completed</i> for revisions).
<b>LEA Fiscal Representative Approved or Not Approved</b>	The <i>LEA Fiscal Representative</i> can click <i>Approved</i> or <i>Not Approved</i> .
<b>LEA Authorized Representative Approved or Not Approved</b>	The <i>LEA Authorized Representative</i> can click <i>Approved</i> or <i>Not Approved</i> .
<b>TDOE Summer Learning Consultant Approved or Not Approved</b>	The <i>TDOE Summer Learning Camps Consultant</i> can click <i>Reviewed</i> or <i>Returned</i> .
<b>TDOE Summer Learning Director Approved or Not Approved</b>	The <i>TDOE Summer Learning Camps Director</i> can click <i>Approved</i> or <i>Not Approved</i> .

**Reimbursement Requests**

LEAs can complete reimbursement requests after the *TDOE Summer Learning Camp Director* has approved the application.  
[Click here to access the how to submit a reimbursement request document.](#)

**Resources**

- [District Flexibilities](#)
- [Technical Application Guide: Learning Camps](#)
- [Summer Programs Learning Camp Budget Narrative Overview](#)
- [Transportation Capital Purchase](#)
- [Summer Programs: Learning Camps Recommended Account Numbers and Line Items](#)
- [Summer Guidance Instructional Time and Waiver Requests](#)

Summer Staffing and Training Guidance

Summer Programming Meal Options

**TDOE Contacts**

TDOE Summer Learning Camp	Summer.Programs@tn.gov
Fiscal Consultant	
Single Sign On (SSO)	DT.Support@tn.gov

**Elizabethhton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Allocations**

**LEA ID#**

101

**LEA Name**

Elizabethhton City Schools

**LEA Official Address**

**Street**

804 S Watauga Ave

**City**

Elizabethhton

**Zip Code**

37643

**Phone**

423-547-8000

**LEA Website**

<https://www.ecschools.net/>

**Director of Schools**

**Name**

Mr. Richard VanHuss

**Email**

[richard.vanhuss@ecschools.net](mailto:richard.vanhuss@ecschools.net)

**Phone**

423-547-8000

**Summer Learning Camps Point of Contact**

**Name**

Dr. Myra Newman

**Email**

[myra.newman@ecschools.net](mailto:myra.newman@ecschools.net)

**Phone**

423-547-8000

**DUNS Number**

100072768

**Unique Entity Identifier (UEI)**

MP87VN3ER127

Related Documents

**Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Allocations**

Required Documents	
Type	Document Template
(Summer Learning Camp) Learning Camp Overview [Upload at least 1 document(s)]	N/A
	<ul style="list-style-type: none"> <li> <a href="#">2024 Elizabethton Summer School Overview</a></li> <li> <a href="#">(Summer Learning Camp) Learning Camp Overview</a></li> <li> <a href="#">Bridge Camp Overview</a></li> <li> <a href="#">Summer Camp Staffing</a></li> <li> <a href="#">Learning Camp Overview</a></li> <li> <a href="#">STREAM Camp Overview</a></li> </ul>
Optional Documents	
Type	Document Template
(Summer Learning Camps) Approved Policy for Priority Students	N/A
(Summer Learning Camp) Justifications for Capitol Purchases Form	N/A
	<ul style="list-style-type: none"> <li> <a href="#">4.603 Promotion and Retention</a></li> </ul>

Budget

**Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Learning Camps**

<b>Account Number</b>	<b>Total</b>
71100 - Regular Instruction Program	\$227,009.85
71200 - Special Education Program	\$0.00
72110 - Attendance	\$0.00
72120 - Health Services	\$4,846.00
72130 - Other Student Support	\$0.00
72210 - Support Services/Regular Instruction Program	\$0.00
72220 - Support Services/Special Education Program	\$0.00
72310 - Board of Education	\$0.00
72410 - Office of the Principal	\$20,920.40
72610 - Operation of Plant	\$6,515.85
72710 - Transportation	\$0.00
73100 - Food Service	\$5,000.00
99100 - Transfers Out	\$0.00
<b>Total</b>	<b>\$264,292.10</b>
<b>Adjusted Allocation</b>	<b>\$264,292.10</b>
<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

**Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Learning Camps**

71100 - Regular Instruction Program - \$227,009.85 ▼

**Budget Detail**

**Narrative Description**

**Account Number:** 71100 - Regular Instruction Program  
**Line Item Number:** 116 - Teachers  
**Optional Program Code:**  
**Location Code:** Elizabethton (101)  
**Quantity:** 1.00  
**Cost:** \$152,900.00  
**Line Item Total:** \$152,900.00

Funds to pay the following teachers for Summer Camps

30 FTE (30 Headcount) Teachers at \$1000 per week for Learning and Bridge Camps  
 19 of the 30 FTE Teachers will receive an additional salary of \$400 per week for STREAM  
 \$1500.00 to pay 2 teachers to teach 3 make-up days for rising fourth graders  
 \$1000.00 to pay 1 Teacher for STREAM curriculum development

**Account Number:** 71100 - Regular Instruction Program  
**Line Item Number:** 163 - Educational Assistants  
**Optional Program Code:**  
**Location Code:** Elizabethton (101)  
**Quantity:** 1.00  
**Cost:** \$19,008.00  
**Line Item Total:** \$19,008.00

Funds to pay 12 (FTE 12.00) Educational Assistant positions at \$16 an hour for 6 hours a day for a total of 16 days.

Pay two assistants out of the 12 assistants (these are not additional assistants) for 3 additional days to cover make-up days for rising fourth graders.

Total of 12 headcount (12 FTE) Educational Assistants

**Account Number:** 71100 - Regular Instruction Program  
**Line Item Number:** 201 - Social Security  
**Optional Program Code:**

Funds to pay Social Security benefits for Summer Learning Camp employees (Teachers - FTE 30.00; Educational Assistant FTE 12.00)

<p><b>Code:</b> Elizabethton (101)</p> <p><b>Location Code:</b></p> <p><b>Quantity:</b> 1.00</p> <p><b>Cost:</b> \$10,658.30</p> <p><b>Line Item Total:</b> \$10,658.30</p>	
<p><b>Account Number:</b> 71100 - Regular Instruction Program</p> <p><b>Line Item Number:</b> 204 - State Retirement</p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Elizabethton (101)</p> <p><b>Quantity:</b> 1.00</p> <p><b>Cost:</b> \$9,369.79</p> <p><b>Line Item Total:</b> \$9,369.79</p>	<p>Funds to pay State Retirement benefits for Summer Learning Camp Teachers and Educational Assistants that have selected retirement benefits.</p>
<p><b>Account Number:</b> 71100 - Regular Instruction Program</p> <p><b>Line Item Number:</b> 212 - Employer Medicare</p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Elizabethton (101)</p> <p><b>Quantity:</b> 1.00</p> <p><b>Cost:</b> \$2,492.62</p> <p><b>Line Item Total:</b> \$2,492.62</p>	<p>Funds to pay Employer Medicare benefits for Summer Learning Camp employees (Teacher - 30.00; Educational Assistants - 12.00)</p>
<p><b>Account Number:</b> 71100 - Regular Instruction Program</p> <p><b>Line Item Number:</b> 217 - Retirement - Hybrid Stabilization</p>	<p>Funds to pay Retirement-Hybrid Stabilization benefits for appropriate Summer Learning Camp employees. (For those that qualify Teacher - FTE 30.00)</p>

**Number:**

**Optional Program Code:**

**Location Code:** Elizabethton (101)

**Quantity:** 1.00

**Cost:** \$5,333.10

**Line Item Total:** \$5,333.10

**Account Number:** 71100 - Regular Instruction Program

**Line Item Number:** 429 - Instructional Supplies & Materials

**Optional Program Code:**

**Location Code:** Elizabethton (101)

**Quantity:** 1.00

**Cost:** \$10,000.00

**Line Item Total:** \$10,000.00

**Account Number:** 71100 - Regular Instruction Program

**Line Item Number:** 499 - Other Supplies and Materials

**Optional Program Code:**

**Location Code:** Elizabethton (101)

**Quantity:** 1.00

**Cost:** \$17,248.04

**Line Item Total:** \$17,248.04

Funds will be utilized to purchase instructional materials and supplies related to curriculum and instructional programs including CKLA, Benchmark, Amplify ELA, Eureka Math, i-Ready, Big Ideas. All of these materials will be used for rising grades K-9 in summer programming.

Funds will be utilized to ensure effective instruction in our rising k-9 summer programs. Other Supplies and Materials will include paper to copy Math and ELA materials, pencils, construction paper, dry-erase markers, chart paper, tape, paper clips, highlighters, envelopes, copier cost, materials, etc. Materials to create STREAM lessons will also be purchased, construction paper, markers, glue, art supplies, robotics, Cubelets, etc.

<b>Total for 71100 - Regular Instruction Program:</b>	\$227,009.85
<b>Total for all other Account Numbers:</b>	\$37,282.25
<b>Total for all Account Numbers:</b>	\$264,292.10
<b>Adjusted Allocation:</b>	\$264,292.10
<b>Remaining:</b>	\$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Learning Camps

72120 - Health Services - \$4,846.00

Budget Detail

Narrative Description

Account Number: 72120 - Health Services

Line Item Number: 131 - Medical Personnel

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$4,000.00

Line Item Total: \$4,000.00

Funds to employ 1 nurses (FTE 1.00) for the Summer Learning Camp

Account Number: 72120 - Health Services

Line Item Number: 201 - Social Security

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$248.00

Line Item Total: \$248.00

Funds to pay Social Security benefits for school nurses.

Account Number: 72120 - Health Services

Line Item Number: 204 - State Retirement

Optional Program

Funds to pay State Retirement benefit for school nurses for the Summer Learning Camp.

Code:

Location Elizabethton (101)

Code:

Quantity: 1.00

Cost: \$540.00

Line Item Total: \$540.00

Account Number: 72120 - Health Services

Line Item Number: 212 - Employer Medicare

Optional Program Code:

Location Elizabethton (101)

Code:

Quantity: 1.00

Cost: \$58.00

Line Item Total: \$58.00

Funds to pay Employer Medicare benefits for school nurses for Summer Learning Camp.

Total for 72120 - Health Services: \$4,846.00

Total for all other Account Numbers: \$259,446.10

Total for all Account Numbers: \$264,292.10

Adjusted Allocation: \$264,292.10

Remaining: \$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Learning Camps**

72410 - Office of the Principal - \$20,920.40 ▼

**Budget Detail**

**Narrative Description**

<p><b>Account Number:</b> 72410 - Office of the Principal</p> <p><b>Line Item Number:</b> 139 - Assistant Principal(s)</p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Elizabethton (101)</p> <p><b>Quantity:</b> 1.00</p> <p><b>Cost:</b> \$14,000.00</p> <p><b>Line Item Total:</b> \$14,000.00</p>	<p>Funds to employ four (4) part-time Program Directors (FTE-2.00)</p> <p>*Two for K-5 at \$700 a week to include STREAM</p> <p>*Two for 6-9 at \$500 a week</p> <p>*All four to receive \$500 for curriculum development</p>
<p><b>Account Number:</b> 72410 - Office of the Principal</p> <p><b>Line Item Number:</b> 161 - Secretary(s)</p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Elizabethton (101)</p> <p><b>Quantity:</b> 1.00</p> <p><b>Cost:</b> \$4,080.00</p> <p><b>Line Item Total:</b> \$4,080.00</p>	<p>Funds to employ two (2) Summer Learning Camp Secretaries (FTE - 2.00).</p>
<p><b>Account Number:</b> 72410 - Office of the Principal</p> <p><b>Line Item Number:</b> 201 - Social Security</p> <p><b>Optional Program</b></p>	<p>Funds to pay Social Security benefits for Office of Principal Summer Learning Camp employees.</p> <p>Four Part-time Camp Directors</p> <p>Two Full-time Secretaries</p>

Code: Elizabethton (101)  
 Location Code:   
 Quantity:   
 Cost:   
 Line Item Total:

Account Number: 72410 - Office of the Principal  
 Line Item Number: 204 - State Retirement  
 Optional Program Code:  
 Location Code: Elizabethton (101)  
 Quantity:   
 Cost:   
 Line Item Total:

Funds to pay State Retirement benefits for Office of Principals Summer Learning Camp employees.  
 \*Four Part-time Camp Directors  
 \*Two Full-time Secretaries

Account Number: 72410 - Office of the Principal  
 Line Item Number: 212 - Employer Medicare  
 Optional Program Code:  
 Location Code: Elizabethton (101)  
 Quantity:   
 Cost:   
 Line Item Total:

Funds to pay Employer medicare benefits for Summer Learning Camp Office of the Principal employees.  
 \*Four Part-time Camp Directors  
 \*Two Full-time Secretaries

Total for 72410 - Office of the Principal:   
 Total for all other Account Numbers:

**Total for all Account Numbers:** \$264,292.10

**Adjusted Allocation:** \$264,292.10

**Remaining:** \$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Learning Camps

72610 - Operation of Plant - \$6,515.85

Budget Detail

Narrative Description

Account Number: 72610 - Operation of Plant

Line Item Number: 166 - Custodial Personnel

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$3,763.20

Line Item Total: \$3,763.20

Funds to employ two (2) FTE 2.00 Custodian for Summer Learning Camp.

Account Number: 72610 - Operation of Plant

Line Item Number: 201 - Social Security

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$233.32

Line Item Total: \$233.32

Funds to pay Social Security benefits for Summer Learning Camp Custodian.

Account Number: 72610 - Operation of Plant

Line Item Number: 204 - State Retirement

Optional Program

Funds to pay State Retirement benefits for Summer Learning Camp Custodian.

**Code:**

Location Elizabethton (101)

**Code:**

Quantity: 1.00

Cost: \$464.76

Line Item Total: \$464.76

Account Number: 72610 - Operation of Plant

Line Item Number: 212 - Employer Medicare

**Optional Program Code:**

Location Elizabethton (101)

**Code:**

Quantity: 1.00

Cost: \$54.57

Line Item Total: \$54.57

Account Number: 72610 - Operation of Plant

Line Item Number: 410 - Custodial Supplies

**Optional Program Code:**

Location Elizabethton (101)

**Code:**

Quantity: 1.00

Cost: \$2,000.00

Line Item Total: \$2,000.00

Funds to pay Employer Medicare benefits for Summer Learning Camp Custodian.

Funds will be utilized to purchase custodial supplies to clean both buildings housing the Summer Learning Programs. Examples of supplies to be purchased will include trash bags, paper towels, toilet paper, disinfectant, etc.

**Total for 72610 - Operation of Plant:** \$6,515.85

**Total for all other Account Numbers:** \$257,776.25

**Total for all Account Numbers:** \$264,292.10

**Adjusted Allocation:** \$264,292.10

**Remaining:** \$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Learning Camps

73100 - Food Service - \$5,000.00

Budget Detail

Narrative Description

Account Number: 73100 - Food Service

Line Item Number: 422 - Food Supplies

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$5,000.00

Line Item Total: \$5,000.00

Funds will be utilized to purchase snacks for Learning Camp campers.

Total for 73100 - Food Service:	\$5,000.00
Total for all other Account Numbers:	\$259,292.10
Total for all Account Numbers:	\$264,292.10
Adjusted Allocation:	\$264,292.10
Remaining:	\$0.00

Budget Overview

Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Learning Camps

Filter by Location: All - \$264,292.10 ▼

Line Item Number	Account Number	71100 - Regular Instruction Program	72120 - Health Services	72410 - Office of the Principal	72610 - Operation of Plant	73100 - Food Service	Total
116 - Teachers		152,900.00					152,900.00
131 - Medical Personnel			4,000.00				4,000.00
139 - Assistant Principal(s)				14,000.00			14,000.00
161 - Secretary(s)				4,080.00			4,080.00
163 - Educational Assistants		19,008.00					19,008.00
166 - Custodial Personnel					3,763.20		3,763.20
201 - Social Security		10,658.30	248.00	1,120.96	233.32	0.00	12,260.58
204 - State Retirement		9,369.79	540.00	1,457.28	464.76	0.00	11,831.83
212 - Employer Medicare		2,492.62	58.00	262.16	54.57	0.00	2,867.35
217 - Retirement - Hybrid Stabilization		5,333.10	0.00	0.00	0.00	0.00	5,333.10
410 - Custodial Supplies					2,000.00		2,000.00
422 - Food Supplies						5,000.00	5,000.00
429 - Instructional Supplies & Materials		10,000.00					10,000.00
499 - Other Supplies and Materials		17,248.04	0.00			0.00	17,248.04
<b>Total</b>		227,009.85	4,846.00	20,920.40	6,515.85	5,000.00	264,292.10
						<b>Adjusted Allocation</b>	264,292.10

Account Number 71100 - Regular Instruction Program 72120 - Health Services 72410 - Office of the Principal 72610 - Operation of Plant 73100 - Food Service Total

Line Item Number

Remaining 0.00

Learning Camp Program Details

**Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Learning Camps**

1a. My district is requesting a waiver for summer 2024. Note the waiver can be found in the Data and Information section of ePlan and must be submitted prior to the funding application submission.  
 Yes  No

1b. My waiver has been submitted.  
 Yes  No

\* 2. What is the camp start date?

\* 3. What is the camp end date?

4. Total number of days

5. What holidays do you plan to take off?

- Memorial Day
- Juneteenth
- Other - Add any other additional days the district plans to take off

6. Post test begin date if applicable.

7. Post test end date if applicable.

8. My end date ensures students complete the post test prior to camp ending.  
 Yes  No

Districts may elect to start administering the post-test as early as June 10th.

\* 9. Did the district adopt a policy that requires participation for priority students based on the criteria outlined in the Tennessee Learning Loss Remediation and Student Acceleration Act?  
 Yes  No

**\*Upload the Policy in Related Documents**

\* 10. How many students in your district meet the criteria for priority status as defined in the Tennessee Learning Loss Remediation and Student Acceleration Act?

\* 11. Is your district using other funding sources to support this camp?

Yes

If yes, what funding sources did the district utilize.

State and Local

Community Partnership

Other

If **Other**, write what funding source was utilized.

12. Please attach an overview of your district summer camp in **Related Documents** that includes dates, daily schedule, and staffing plan. This artifact is for informational purposes only.

**Resources**

[Click here to open the application guidance document.](#)

[Click here to read the Budget Narrative Overview](#)

Learning Camp Student Eligibility and Participation

**Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Learning Camps**

**Instructions**

Complete the following chart.

The percentages will auto-populate and must equal 100% before the application can be submitted.

*Example*

Projected summer camp enrollment	Number of students projected to enroll who qualify as ED	Percent of students projected to enroll who qualify as ED	Number of students projected to enroll who meet the priority status as defined in "Tennessee Learning Loss Remediation and Student Acceleration Act".	Percent of students projected to enroll who meet the priority status as defined in "Tennessee Learning Loss Remediation and Student Acceleration Act".
236	145	61.44%	91	38.56%

**Student Eligibility and Participation**

Projected summer camp enrollment	Number of students projected to enroll who qualify as ED	Percent of students projected to enroll who qualify as ED	Number of students projected to enroll who meet the priority status as defined in "Tennessee Learning Loss Remediation and Student Acceleration Act".	Percent of students projected to enroll who meet the priority status as defined in "Tennessee Learning Loss Remediation and Student Acceleration Act".
130	64	49.2307%	66	50.7692%

Elizabethton (01) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Learning Camps

Instructions

Column A-I Total Headcount/FTE for each column of the employee category

Column J Totals will auto-calculate across the bottom of the graph and in the last column of the graph

See the Resources area below for more \* FTE guidance.

Example

Column A	Column B		Column C		Column D		Column E		Column F		Column G		Column H		Column I		Column J		
	Headcount	FTE																	
20	12.89	19	14.61	0	0.00	0	0.00	8	8.00	1	1.00	2	1.00	0	0.00	0	0.00	50	37.50
20	12.89	19	14.61	0	0.00	0	0.00	8	8.00	1	1.00	2	1.00	0	0.00	0	0.00	50	37.50

Personnel

Column A	Column B		Column C		Column D		Column E		Column F		Column G		Column H		Column I - Specify		Column J		
	Headcount	FTE	Headcount	FTE	Headcount	FTE													
30	30.00	12	12.00	0	0.00	4	2.00	0	0.00	1	1.00	0	0.00	2	2.00	2	2.00	51	49.00
30	30.00	12	12.00	0	0.00	4	2.00	0	0.00	1	1.00	0	0.00	2	2.00	2	2.00	51	49.00

Resources

Click here to open the application guidance document.

Bridge Camp Program Details

**Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Bridge Camp**

1a. My district is requesting a waiver for summer 2024. Note that waivers can be found in the Data and Information section of ePlan and must be submitted prior to the funding application submission.  
 Yes  No

1b. My waiver has been submitted.  
 Yes  No

\* 2. What is the camp start date?

\* 3. What is the camp end date?

4. Total number of days

5. What holidays do you plan to take off?

- Memorial Day
- Juneteenth
- Other - Add any other additional days the district plans to take off

6. Post test begin date if applicable.

7. Post test end date if applicable.

8. My end date ensures students complete the post test prior to camp ending.  
 Yes  No

Districts may elect to start administering the post-test as early as June 10th.

\* 9. Did the district adopt a policy that requires participation for priority students based on the criteria outlined in the Tennessee Learning Loss Remediation and Student Acceleration Act?  
 Yes  No

**\*Upload the Policy in Related Documents**

\* 10. How many students in your district meet the criteria for priority status as defined in the Tennessee Learning Loss Remediation and Student Acceleration Act?

\* 11. Is your district using other funding sources to support this camp?

Yes

If yes, what funding sources did the district utilize.

State and Local

Community Partnership

Other

If **Other**, write what funding source was utilized.

12. Please attach an overview of your district summer camp in **Related Documents** that includes dates, daily schedule, and staffing plan. This artifact is for informational purposes only.

**Resources**

[Click here to open the application guidance document.](#)

[Click here to read the Budget Narrative Overview](#)

Bridge Camp Student Eligibility and Participation

**Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Bridge Camp**

**Instructions**

Complete the following chart.

The percentages will auto-populate and must equal 100% before the application can be submitted.

*Example*

Projected summer camp enrollment	Number of students projected to enroll who qualify as ED	Percent of students projected to enroll who qualify as ED	Number of students projected to enroll who meet the priority status as defined in "Tennessee Learning Loss Remediation and Student Acceleration Act".	Percent of students projected to enroll who meet the priority status as defined in "Tennessee Learning Loss Remediation and Student Acceleration Act".
236	145	61.44%	91	38.56%

**Student Eligibility and Participation**

Projected summer camp enrollment	Number of students projected to enroll who qualify as ED	Percent of students projected to enroll who qualify as ED	Number of students projected to enroll who meet the priority status as defined in "Tennessee Learning Loss Remediation and Student Acceleration Act".	Percent of students projected to enroll who meet the priority status as defined in "Tennessee Learning Loss Remediation and Student Acceleration Act".
145	99	68.2758%	46	31.7241%

Budget

Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Summer Learning Transportation

Account Number	Total
72710 - Transportation	\$47,935.33
<b>Total</b>	<b>\$47,935.33</b>
<b>Adjusted Allocation</b>	<b>\$47,935.33</b>
<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Summer Learning Transportation

72710 - Transportation - \$47,935.33 ▼

Budget Detail

Narrative Description

**Account Number:** 72710 - Transportation  
**Line Item Number:** 105 - Supervisor / Director  
**Optional Program Code:**  
**Location Code:** Elizabethton (101)  
**Quantity:** 1.00  
**Cost:** \$8,745.00  
**Line Item Total:** \$8,745.00

Funds will be utilized to pay stipends for Transportation Director/Supervisor to manage bus transportation for Summer Learning Camps. 3 employee (FTE .18)

**Account Number:** 72710 - Transportation  
**Line Item Number:** 146 - Bus Drivers  
**Optional Program Code:**  
**Location Code:** Elizabethton (101)  
**Quantity:** 1.00  
**Cost:** \$10,000.00  
**Line Item Total:** \$10,000.00

Funds will be utilized to pay employment of 5 (FTE 5.00) bus drivers for the Learning Camps.

**Account Number:** 72710 - Transportation  
**Line Item Number:** 189 - Other Salaries & Wages  
**Optional Program**

Funds will be utilized to pay salaries for 6 (FTE 6.00) Bus Assistants for daily routes for both morning and afternoon runs.

<p><b>Code:</b>  <b>Location Code:</b> Elizabethton (101)  <b>Quantity:</b> 1.00  <b>Cost:</b> \$19,968.00  <b>Line Item Total:</b> \$19,968.00</p>	<p>Funds will be utilized to pay Social Security for all Summer Learning Camps Transportation employees. (Director, Bus Drivers, Bus Assistants).</p>
<p><b>Account Number:</b> 72710 - Transportation  <b>Line Item Number:</b> 201 - Social Security  <b>Optional Program Code:</b>  <b>Location Code:</b> Elizabethton (101)  <b>Quantity:</b> 1.00  <b>Cost:</b> \$2,400.55  <b>Line Item Total:</b> \$2,400.55</p>	<p>Funds will be utilized to pay State Retirement for all Summer Learning Camps Transportation employees (Directors, Bus Drivers, and Bus Assistants).</p>
<p><b>Account Number:</b> 72710 - Transportation  <b>Line Item Number:</b> 212 - Employer Medicare</p>	<p>Funds will be utilized to pay Employer Medicare expenses for all Summer Learning Camp Transportation employees (Directors, bus Drivers, and Bus Assistants).</p>

Number:

Optional

Program

Code:

Location Elizabethton (101)

Code:

Quantity: 1.00

Cost: \$561.34

Line Item Total: \$561.34

Account Number: 72710 - Transportation

Funds will be used to purchase diesel fuel for 5 buses for summer school transportation at 4 busses at \$392.77 each and 1 bus at \$392.78.

Line Item Number: 412 - Diesel Fuel

Optional

Program

Code:

Location Elizabethton (101)

Code:

Quantity: 1.00

Cost: \$1,963.86

Line Item Total: \$1,963.86

Total for 72710 - Transportation: \$47,935.33

Total for all other Account Numbers: \$0.00

Total for all Account Numbers: \$47,935.33

Adjusted Allocation: \$47,935.33

Remaining: \$0.00

Budget Overview

Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Summer Learning Transportation

Filter by Location: All - \$47,935.33 ▼

Line Item Number	Account Number	72710 - Transportation	Total
105 - Supervisor / Director		8,745.00	8,745.00
146 - Bus Drivers		10,000.00	10,000.00
189 - Other Salaries & Wages		19,968.00	19,968.00
201 - Social Security		2,400.55	2,400.55
204 - State Retirement		4,296.58	4,296.58
212 - Employer Medicare		561.34	561.34
412 - Diesel Fuel		1,963.86	1,963.86
<b>Total</b>		<b>47,935.33</b>	<b>47,935.33</b>
	<b>Adjusted Allocation</b>		<b>47,935.33</b>
	<b>Remaining</b>		<b>0.00</b>

Program Details

**Elizabethton (101) Public District - FY 2024 - Summer Learning Camps - Rev 0 - Summer Learning Transportation**

\* How does the planned use of these funds align with your current student transportation services?

The Summer Learning Transportation Plan aligns with our current student transportation services in that we plan to utilize the Summer Learning Transportation plan to hire 5 current bus drivers (FTE 5.00), utilize current modes of transportation (buses), and zone routes to support student attendance to the Summer Learning Camps. Funds will also be utilized to pay a stipend for the transportation director to manage the transportation routes, drivers, and assistants. Bus Assistants will ride the morning and afternoon routes to support transportation safety.

\* How does the planned use of these funds directly tied to summer learning transportation?

Funds from this Summer Learning Transportation grant will allow us the ability to transport students to and from home to school and school to home. Providing transportation to our Summer Learning Camps will promote camp daily attendance.

\* Identify other grant applications that are funding summer programming transportation.

Learning Camp Application Funds

None

Other

State and Local

If Other selected, please type the funding source here.

200 \* How many estimated students will use school transportation for summer programming?

**Resources**

[Click here to open the application guidance document.](#)

[Click here to read the Budget Narrative Overview](#)



Trane U.S. Inc.  
10384 Wallace Alley Street  
Kingsport, TN 37663  
Phone: (423) 224-1150  
Fax: (423) 224-1151

May 10, 2024

Richie Burrow  
Elizabethton City Schools  
804 SOUTH WATAUGA AVENUE  
Elizabethton, TN 37643-3764

Site Address:  
Refer to the Site Coverage Page

**ATTENTION:** Richie Burrow

**SUBJECT:** Continuation of Service Agreement

Your Trane Service Agreement is scheduled for renewal on April 1, 2024. To assure that there will be no interruption of service and benefits to Elizabethton City Schools your Service Agreement will be extended through March 31, 2025. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	17,427.05	17,427.05	Annual

**The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.**

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

Anticipation Discount Program (ADP). A one-time **4.0%** discount is offered for full payment of 1 year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **\$697.08 USD** if this option is selected. Tax will be calculated based upon the pre-discounted price. The ADP is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

**SCOPE OF SERVICE**

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

**TERMS & CONDITIONS**

Terms & Conditions for the renewal period are attached.

**CLARIFICATIONS**

If Elizabethton City Schools accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Robert Campbell  
Service Account Manager  
**TRANE**

CUSTOMER ACCEPTANCE
_____
Authorized Representative
_____
Printed Name
_____
Title
_____
Purchase Order
_____
Acceptance Date
_____
Trane's License Number: TN23034

The Initial Term of this Service Agreement is 1 year, beginning April 1, 2024.  
Total Contract Amount: \$17,427.05 USD.



## HVAC EQUIPMENT COVERAGE

### Central Office ECS

The following "Covered Equipment" will be serviced at Central Office ECS:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag

### Elizabethton High School

The following "Covered Equipment" will be serviced at Elizabethton High School:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	A O Smith Corporation	200GW650	200C0161901	AO SMITH BOILER
Boilers - Generic	1	Lochinvar	CPN0502	K14H00272356	POOL BOILER (START-UP 3-3-15)
Boilers - Generic	1	Raypak Boilers	H6-4001	NOS-3530052	BOILER 1
Boilers - Generic	1	Raypak Boilers	H6-4001	NOS-3841002	BOILER 2

**Service Description** **Quantity Per Term**  
 Boiler Annual Maintenance (Service 2) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Scroll and Reciprocating Liquid Chillers	1	Trane	RTAC1554UF	U03E00281	

**Service Description** **Quantity Per Term**  
 RTAC Annual (Solution Coil Cleaning) (Service 5) 1  
 RTAC Quarterly Inspection (Service 7) 2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Scroll and Reciprocating Liquid Chillers	1	Trane	RTAC1554UF	U03E00280	

**Service Description** **Quantity Per Term**  
 RTAC Annual (Solution Coil Cleaning) (Service 6) 1  
 RTAC Quarterly Inspection (Service 7) 2

### Harold McCormick Elementary

The following "Covered Equipment" will be serviced at Harold McCormick Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Lochinvar	FBN2001	1643103733320	BOILER

**Service Description** **Quantity Per Term**  
 Boiler Annual Inspection (Lochinvar) (Service 1) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
70-125 Ton Compressor Chiller - Series R (not current)	1	Trane	RTUA100AYE	U99G00291	

Service Description	Quantity Per Term
RTUA Annual (Service 8)	1
RTUA Quarterly Inspection (Service 9)	1

## TA Dugger

The following "Covered Equipment" will be serviced at TA Dugger:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Lochinvar	SBN1300	H13H00253071	BOILER #1
Boilers - Generic	1	Lochinvar	SBN1300	H13H00253072	BOILER #2

Service Description	Quantity Per Term
Boiler Annual Inspection (Lochinvar) (Service 1)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
70-125 Ton Air-Cooled Chiller - Series R(TM)	1	Trane	RTAA125AYJ	U98F01173	CHILLER

Service Description	Quantity Per Term
RTAA Annual (Solution Coil Cleaning) (Service 3)	1
RTAA Quarterly Inspection (Service 4)	2



# SITE COVERAGE

The following Sites are included:

Central Office ECS	804 S Watauga Ave, Elizabethton, TN 37643
Elizabethton High School	907 Jason Witten Way, Elizabethton, TN 37643
Harold McCormick Elementary	226 S Cedar Ave, Elizabethton, TN 37643
TA Dugger	306 W E St, Elizabethton, TN 37643



## CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

### Service 1: Boiler Annual Inspection (Lochinvar)

#### Description

- Inspect interior; clean and vacuum if necessary
- Clean condensate trap and fill with fresh water
- Check inlet gas pressure
- Check for leaks (water, gas, flue, and condensate)
- Verify flue and air lines are in good condition and sealed tight
- Check system water pressure/system piping/expansion tank
- Check control settings per start up sheet
- Check the safeties (gas switch, flow switch, blocked drain switch, etc.)
- Check ignition and flame sense electrodes (sand off any deposits; clean and reposition)
- Check wiring and connections
- Inspect flame while running in low fire and high fire
- Check flame signal at high fire (at least 10 micro amps)
- Clean heat exchanger if the flue temperature is more than 54 degrees F above return water temperature
- Check flame and combustion

### Service 2: Boiler Annual Maintenance

#### Description

- Boiler Internal Natural Gas/Propane/Oil Inspection (Light Commercial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Light Commercial)

### Service 3: RTAA Annual (Solution Coil Cleaning)

#### Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA\*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA\* Per Circuit
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Compressor And Oil Separator Heater Check
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Solution
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Manual Log With Electronic Device
- Complete Required Paper Work

### Service 4: RTAA Quarterly Inspection

#### Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics

- Condenser Fans Check RTA\* Per Circuit
- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Remove Lock Out Tag Out
- Compressor And Oil Separator Heater Check
- Evaporator Flow Switch Inspection
- Manual Log With Electronic Device

#### **Service 5: RTAC Annual (Solution Coil Cleaning)**

##### Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA\*)
- Compressor Starter Inspection (Across The Line) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA\* Per Circuit
- Oil Return Operation Check Per Circuit
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Solution
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection
- Complete Required Paper Work

#### **Service 6: RTAC Annual (Solution Coil Cleaning)**

##### Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA\*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA\* Per Circuit
- Oil Return Operation Check Per Circuit
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Solution
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection
- Complete Required Paper Work

#### **Service 7: RTAC Quarterly Inspection**

##### Description

- Customer Notification
- Initial Site Inspection

- Review Diagnostics
- Condenser Fans Check RTA\* Per Circuit
- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Remove Lock Out Tag Out
- Start Unit
- Complete Required Paper Work
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

#### **Service 8: RTUA Annual**

##### Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Electrical Inspection (RTA\*)
- Flow/Differential Mechanical Switch Check
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Oil Level Check (Screw Machines) Per Circuit
- Oil Analysis Per Circuit
- Leak Test Inspection (Positive Pressure)
- Remove Lock Out Tag Out At Main Disconnect
- Compressor And Oil Separator Heater Check
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Manual Log With Electronic Device
- Complete Required Paper Work
- Clean condenser coils, 51-100 tons

#### **Service 9: RTUA Quarterly Inspection**

##### Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Check Liquid Line Sight Glass
- Manual Log With Electronic Device
- Complete Required Paper Work

# TERMS AND CONDITIONS

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

**1. Agreement.** These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Intelligent Services”).

**COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.

**4. Fees and Taxes.** Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

**5. Payment.** Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

**6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

**7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

**8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

**9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer’s failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in

no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**13. CONTAMINANTS LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

**15. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond

the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**19. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**21. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1122)  
Supersedes 1-26.130-7 (0821)

## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

- 
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
  16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
  17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

**SERVICES AGREEMENT  
BETWEEN ELIZABETHTON CITY SCHOOLS AND  
FRONTIER HEALTH  
2024-2025**

The purpose of this Agreement is to make certain our schools and community are under the provision, Integration, and coordination of mental health services.

**WHEREAS**, the **Elizabethton City Schools** (ECS) desires to incorporate and encourage mental health throughout the district; and,

**WHEREAS**, **Frontier Health** (FH) has the required expertise and experience necessary to provide appropriate services within the scope of this effort;

**NOW THEREFORE**, ECS and FH mutually agree to the following terms of this Agreement beginning August 1, 2024 and ending on July 31, 2025.

I. ECS agrees to do the following:

- Assist in the identification and referral of students to Frontier Health in the event of a major school crisis or behavioral health need of a student or faculty member.
- Identify and offer onsite facilities for Frontier Health staff for the purpose of providing two (2) School Based Therapists as deemed appropriate for any student, faculty member, or administrator with a behavioral health need, or for consultation and education of any behavioral and mental health situation.
- Promote parental information and involvement in collaboration with mental health services as necessary for the students effected by any behavioral health need. Recognize this collaboration as an essential effort toward school implementation of an integrate partnership with FH for the availability of recovery and behavioral health services for the student of Elizabethton City.
- Recognize this collaboration as an essential effort toward school implementation of an integrated partnership with FH for the availability of recovery and behavioral health services for the students of Elizabethton City.

II. FH agrees to do the following:

- FH will accept referrals from ECS for services when appropriate and dependent on admission criteria while utilizing referral procedures as agreed upon for any mental/behavioral health need including in the event of a major school crisis situation.
- FH will collaboratively work with ECS to help resolve crisis situation, student behavioral health problems, and provide a decision on eligibility for public mental health services. FH staff will assist in administrative consultation for the development of classroom based behavioral health plans in the support of social and emotional learning of students. For students who are not eligible for public mental health services and

supports, FH will provide the eligibility decision and an opportunity for a second opinion. FH will provide referrals for appropriate community services. Exact timeframe of appointments is contingent on the urgency of the individual situation.

- FH will communicate with referring school personnel on behalf of the students as appropriate and authorized.
- FH staff will provide school-based behavioral health interventions and will monitor student progress based on those intervention in accordance with Tier II expectations in the Student Behavioral Support Structure model.
- FH will provide qualified and trained personnel as School Based Therapists to work on campus for up to a maximum of four (4) days per week at the identified schools as determined by ECS.
- School Based Therapists will provide services as deemed appropriate for referred students with behavioral health needs and upon the request of authorized ECS staff.
- FH acknowledges that the provision of any services to students identified as having a disability, shall be in accordance with the student's individualized education plan (IEP), any behavior interventions plans, Section 504 plans, and any applicable Board policies.
- FH shall require all employees to immediately report to the school administrator instances where a student communicates a serious threat of harm to himself or others.

III. FH agrees to the following in order to ensure quality and continuity of care:

1. Provider Staff

- a. FH shall assign only individuals who are properly licensed, certified, and/or credentialed to provide services under this agreement and shall ensure that the licensure and/or certification status of any individual providing services under this agreement remains in good standing during the term of this agreement. FH shall assume and retain responsibility for credentialing. Due to the direct interaction that FH will have with the District's students by providing services under this agreement. FH acknowledges that any employee assigned to deliver the services will be removed and replaced upon request by the District's Administration or designed, provided. However, FH shall retain final decision-making authority over its hiring and other employment decisions regarding the employee(s).

2. Background Checks

- a. FH represents and warrants that it will comply with Tennessee Code Annotated § 49-5-413 for all employees or agents who are assigned to work in the District's schools or have any direct contact with District's students. All background checks shall be performed by a Tennessee licensed background company at the expense of FH and must be completed before any such individual will be permitted to begin working in any of the District's schools. In addition, FH shall comply with the hiring standards set forth in Tennessee Code Annotated 33-2-1202© with respect to checking past work and personal references prior to allowing any employee to work on school premises.

3. Liability Insurance
  - a. FH staff providing services under the terms of this agreement will be covered by professional liability insurance through FH.
4. Continuity of Care/Services
  - a. FH staff will provide person-centered services that are in the best interests of mutual consumers and are in compliance with standards and guidelines set forth in federal and state law related to mental health services. FH staff will also assure compliance by any entities providing third party reimbursement.
5. Non-Discrimination
  - a. FH hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this agreement or in the employment practices of FH on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. FH shall, upon request, provide proof of non-discrimination and shall post in conspicuous places, available to all employee and applicants, notices of nondiscrimination.
6. Legal Compliance
  - a. FH agrees to comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations in the performance of its duties under the agreement. These laws specifically include, but are not limited to, the Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g) ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Alcohol and Drug Abuse Treatment Confidentiality Regulations (42 CFR Part 2) the Tennessee Data Accessibility, Transparency and Accountability Act (Tenn. Code Ann. § 5 49-1703), Tennessee's mandatory child abuse and child sexual abuse reporting laws (Tenn. Code Ann. § 37-1-403; § 37-1-605) and all administrative rules and regulations accompanying these laws. FH agrees to cooperate with the District as required by these laws in the performance of Its duties under this Agreement.
7. Drug-Free Workplace
  - a. FH represents and warrants that it maintains a drug-free workplace and that none of its employees will be assigned to provide services under this Agreement unless they have cleared a pre-employment drug screening.
8. Confidentiality
  - a. FH agrees to take necessary physical, administrative, and technical safeguards to protect the confidentiality of all personally identifiable Information and data related to ECS students and/or employees provided to or acquired by FH, whether maintained physically, electronically, or otherwise. Such Information will not be copied, used, or disclosed by FH for any purpose except as reasonably required to provide services under the terms of this Agreement. FH agrees that it will immediately notify ECS of any breach of confidentiality or other violation of law and will reasonably cooperate with any remedial efforts taken by ECS. At the termination of this agreement, FH shall return to ECS all personally identifiable or otherwise confidential information provided by ECS or its agents, and if not

returnable, shall identify such information to ECS and provide written assurance to ECS that the information is destroyed.

9. Place of Service

- a. Services will be provided at ECS facilities if possible but may be provided off-site according to the desires and needs of the student.

IV. Both parties agree to the following:

1. Billing Procedures

- a. This agreement allows for FH to bill ECS for the provision of staff in the role of Student Assistance Therapist on a monthly basis as agreed to by the school administration and based on the current budget of \$55,500.00 per therapist with an annual total cost of **\$111,000** per year. ECS agrees to allow for FH staff to bill third party insurance when and as appropriate for medically necessary behavioral health services with consent of the parent/guardian/eligible student.

2. Governing Law

- a. This Agreement, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall be governed by and interpreted in accordance with the laws of the State of Tennessee, excluding its choice of law principles. Any claim of whatever character arising under this Agreement or under any statute or common law relating in any way, directly or indirectly, to the subject matter of this Agreement or to the dealings between the parties during the term of this Agreement shall be brought exclusively in a state court of competent jurisdiction in Carter County, Tennessee.

3. Term and Termination

- a. This Agreement shall commence on August 1, 2024. Each party agrees to meet at least yearly to evaluate this Agreement and make any adjustments deemed necessary. The parties stipulate and agree that this Agreement shall terminate automatically and without the need for any action by the Parties upon receipt of notice by either party that FH 's licensure status has been suspended or revoked. Any agreed upon early termination of this Agreement shall be provided to each party with a 60-day notice prior to termination of the Agreement.

4. Assignability

- a. FH agrees that its obligations or duties arising out of or defined in this Agreement shall not be transferred or assigned by FH without prior written consent of ECS.

5. Entire Agreement

- a. This Agreement constitutes the entire agreement between the parties and supersedes all prior written and oral negotiations and understandings. Each and every modification and amendment of this Agreement must be in writing and signed by an authorized representative of each party. No waiver of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver.

6. Surviving Obligation

- a. The obligations of confidentiality provided herein will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

7. Severability

- a. If one or more of the provisions contained in this agreement shall for any reason be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which shall be construed as if such Invalid, illegal, or unenforceable provision had never been contained.

8. Non-Compete

- a. Neither Party is, nor shall be deemed to be, an employee, agent, or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so. Neither party shall engage in the recruitment, solicitation, enlistment, or contracting of active employees of the other party for the purpose of employment during the duration of this agreement, and shall avoid the hiring of active contracted employees who are working in positions identified within this agreement.

9. Authorization

- a. Each Party stipulates that the signor below is fully authorized to execute this agreement on its behalf.

\_\_\_\_\_  
Director of Schools, Elizabethton City Schools (ECS)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kristie Hammonds, President & CEO, Frontier Health

\_\_\_\_\_  
Date

History Log

Elizabethton (101) Public District - FY 2025 - CTE Perkins Reserve - Rev 0 - History Log

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	5/3/2024 1:14:53 PM	Brian Culbert	Status changed to 'Draft Started'.	S
	3/28/2024 3:25:37 PM	Melissa Brown	Status changed to 'Not Started'.	S

Allocations

Elizabethton (101) Public District - FY 2025 - CTE Perkins Reserve - Rev 0 - Allocations

Allocation Type	(1)	Secondary Application	Total
Original		\$0.00	\$0.00
Incoming Carryover		\$0.00	\$0.00
Outgoing Carryover		\$0.00	\$0.00
Reallocated		\$0.00	\$0.00
Additional		\$0.00	\$0.00
Released		\$0.00	\$0.00
Consortium		\$0.00	\$0.00
Forfeited		\$0.00	\$0.00
FER Released		\$0.00	\$0.00
Total		\$0.00	\$0.00

Allocation Transfers

**Elizabethton (101) Public District - FY 2025 - CTE Perkins Reserve - Rev 0 - Allocations**

**Application Type**

Pursuant to the Strengthening Career and Technical Education in Tennessee 4-Year State Plan, eligible recipient LEAs may apply for Perkins Reserve Grant funds under the following application types:

**Secondary Application:** This application is open to any Tennessee LEA serving students in grades 5-12 and meeting the Perkins V eligibility requirements.

\* **Note** - Eligible recipient LEAs may include up to three (3) separate projects in a Secondary Application. For example, one project may be to provide industry credential testing for students and another project may be to purchase new equipment for a program of study.

**Applicant Status**

Pursuant to Perkins V Section 112(c) and the Strengthening Career and Technical Education in Tennessee 4-Year State Plan, Perkins Reserve Grant funds must serve eligible recipients which meet at least one (1) of the following criteria:

1. **in rural areas:** based on the NCES Locale Code eligibility requirements for Title VI of ESEA, Rural Education Initiative (Locale Code 6, 7 or 8); or
2. **with high percentages of CTE concentrators or CTE participants:** twenty-five percent (25%) or more of the total student population are identified as a CTE concentrators or a CTE participant; or,
3. **with high numbers of CTE concentrators or CTE participants:** two hundred (200) or more identified CTE concentrators or CTE participants; or,
4. **with disparities or gaps in performance among students:** as described in Perkins V Section 113(b) (3)(C)(ii)(II).

**Using the definitions above, select all that apply:**

- applicant/partnering LEA is in a rural area
- applicant/partnering LEA has high percentage of CTE concentrators or CTE participants
- applicant/partnering LEA has high numbers of CTE concentrators or CTE participants
- applicant/partnering LEA is addressing disparities or gaps in performance among students

**Project Coordinator Contact Information**

Identify the applicant LEA Project Coordinator or Career and Technical Education Director responsible for administration of the Perkins Reserve Grant.

**LEA Project Coordinator or CTE Director Contact Information**

\* Name:

Brian Culbert

\* Phone:

423-895-0952

Title:

CTE Director

\* Email Address:

brian.culbert@ecschools.net

### Assurances and Conditions

\* I have read and agree to fulfill the Perkins V Assurances. - Check box to agree.

[Click the link to read the full assurances.](#)

\* I have read and agree to updated Perkins Application Assurances that are in the related documents.

### Federal Reporting Information

**DUNS Number**

100072768

**Unique Entity Identifier (UEI) Number**

MP87VN3EF127

### Resources

[Click here to open the application guidance document.](#)

Overview

**Elizabethton (101) Public District - FY 2025 - CTE Perkins Reserve - Rev 0 - Allocations**

**User Access**

The LEA roles are assigned by the LEA User Access Administrators listed in the ePlan Address Book or by the ePlan.Help@tn.gov team.

[Click here to access the LEA user access form.](#)

**Workflow and Notifications**

<b>Not Started</b>	The application cannot be edited until the draft is started.
<b>Draft Started</b>	The LEA CTE Perkins Basic Director, LEA Fiscal Representative or LEA Authorized Representative can edit the application in the draft or revision started status.
<b>Draft Completed</b>	The LEA CTE Perkins Basic Director can click Draft Completed (or Revision Completed for revisions)
<b>LEA Fiscal Representative Approved or Not Approved</b>	The LEA Fiscal Representative can click approved or not approved.
<b>LEA Authorized Representative Approved or Not Approved</b>	The LEA Authorized Representative can click approved or not approved.
<b>TDOE CTE CORE Consultant Approved or Not Approved</b>	The TDOE CTE Perkins Basic Director can click Approved or Not Approved.
TDOE CTE Perkins Reserve Reviewer Approved or Returned Not Approved	R7 - C2

**Resources**

[Click here to open the Technical Application Guide.](#)

**TDOE Contacts**

CTE Team	Stephanie.Kelly@tn.gov Candi.Collier@tn.gov
District Technology (SSO Support)	<a href="mailto:DT.Support@tn.gov">DT.Support@tn.gov</a>
User access or Technical Assistance	ePlan.Help@tn.gov

Budget

**Elizabethton (101) Public District - FY 2025 - CTE Perkins Reserve - Rev 0 - Secondary Application**

<b>Account Number</b>	<b>Total</b>
71300 - Vocational Education Program	\$45,000.00
72130 - Other Student Support	\$5,000.00
72230 - Support Services/Vocational Education Program	\$0.00
99100 - Transfers Out	\$0.00
	<b>Total</b> \$50,000.00
	<b>Adjusted Allocation</b> \$0.00
	<b>Remaining</b> (\$50,000.00)

Budget Detail

Elizabethton (101) Public District - FY 2025 - CTE Perkins Reserve - Rev 0 - Secondary Application

71300 - Vocational Education Program - \$45,000.00 ▼

Budget Detail	Narrative Description
<p><b>Account Number:</b> 71300 - Vocational Education Program</p> <p><b>Line Item Number:</b> 499 - Other Supplies and Materials</p> <p><b>Application Selection:</b> Secondary Application</p> <p><b>Priority Areas:</b> WBL and IC</p> <p><b>Action Steps:</b> Action Step 3</p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Elizabethton (101)</p> <p><b>Quantity:</b> 1.00</p> <p><b>Cost:</b> \$5,000.00</p> <p><b>Line Item Total:</b> \$5,000.00</p>	<p>Increase Industry certifications and EPSOs thus helping Ready Grad.</p>
<p><b>Account Number:</b> 71300 - Vocational Education Program</p> <p><b>Line Item Number:</b> 730 - Vocational Instruction Equipment</p> <p><b>Application Selection:</b> Secondary Application</p> <p><b>Priority Areas:</b> WBL and IC</p> <p><b>Action Steps:</b> Action Step 1</p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Elizabethton (101)</p>	<p>EHS will purchase a greenhouse around the size of 1000 to 1200 square feet.</p>

Code:

Quantity: 1.00

Cost: \$40,000.00

Line Item Total: \$40,000.00

Total for 71300 - Vocational Education Program: \$45,000.00

Total for all other Account Numbers: \$5,000.00

Total for all Account Numbers: \$50,000.00

Adjusted Allocation: \$0.00

Remaining: (\$50,000.00)

Budget Detail

**Elizabethton (101) Public District - FY 2025 - CTE Perkins Reserve - Rev 0 - Secondary Application**

72130 - Other Student Support - \$5,000.00 ▼

Budget Detail	Narrative Description
---------------	-----------------------

**Account Number:** 72130 - Other Student Support

**Line Item Number:** 355 - Travel

**Application Selection:** Secondary Application

**Priority Areas:** Program of Study

**Action Steps:** Action Step 2

**Optional Program Code:**

**Location Code:** Elizabethton (101)

**Quantity:**

**Cost:**

**Line Item Total:**

Students will participate in CTSO activities and competitions.

**Total for 72130 - Other Student Support:**

**Total for all other Account Numbers:**

**Total for all Account Numbers:**

**Adjusted Allocation:**

**Remaining:**

Budget Overview

Elizabethton (101) Public District - FY 2025 - CTE Perkins Reserve - Rev 0 - Secondary Application

Filter by Location:  ▼

Account Number	71300 - Vocational Education Program	72130 - Other Student Support	Total
<b>Line Item Number</b>			
355 - Travel		5,000.00	5,000.00
499 - Other Supplies and Materials	5,000.00	0.00	5,000.00
730 - Vocational Instruction Equipment	40,000.00		40,000.00
<b>Total</b>	45,000.00	5,000.00	50,000.00
		<b>Adjusted Allocation</b>	0.00
		<b>Remaining</b>	-50,000.00



AS #2 We will innovate to expand MODES OF LEARNING to our Agriculture POS with DE with TCAT Elizabethton, LDC with Northeast State, and LDC with MTSU. With these expansions to add TIME for expanded after school opportunities and thus increase FFA.	CTSO activities will be expanded and the number of CTSO members will increase by at least 20 from 2022-23 to 2023-24	CTE Director will monitor the implementation of new CTE courses and participation in CTSO activities, as well as curriculum integration, industry certifications, and professional development.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
AS #3 EHS will offer more EPSOs, including Industry Certifications with increased attention to new SKILLS learning in the expanding Agriculture program.	Industry Certification in Agriculture will go up by 10 students.	CTE Director will monitor the implementation of CTE EPSOs and relate info to a newly formed CCR committee for ECS to review and make recommendations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																				

**Action Step 1**

\$ 40,000.00 Amount

The amount box auto-populates based on the items tagged for Action Item 1 from the Budget Page.

Outline the key priorities for spending.

EHS will purchase a greenhouse to add SPACE and capabilities for in-house WBL saving TIME and showcase SKILLS via more EPSOs.

**Action Step 2**

\$ 5,000.00 Amount

The amount box auto-populates based on the items tagged for Action Item 2 from the Budget Page.

Outline the key priorities for spending.

CTSO opportunities will increase as well as number of participates in CTOS.

**Action Step 3**

\$ 5,000.00 Amount

The amount box auto-populates based on the items tagged for Action Item 3 from the Budget Page.

Outline the key priorities for spending.

Increase Industry certifications and EPSOs thus helping Ready Grad.

**Action Step 4**

\$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 4 from the Budget Page.

Outline the key priorities for spending.

**Action Step 5**

\$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 5 from the Budget Page.

Outline the key priorities for spending.

**Action Step 6**

\$  Amount

The amount box auto-populates based on the items tagged for Action Item 6 from the Budget Page.

Outline the key priorities for spending.

**Action Step 7**

\$  Amount

The amount box auto-populates based on the items tagged for Action Item 7 from the Budget Page.

Outline the key priorities for spending.

**Action Step 8**

\$  Amount

The amount box auto-populates based on the items tagged for Action Item 8 from the Budget Page.

Outline the key priorities for spending.

**Action Step 9**

\$  Amount

The amount box auto-populates based on the items tagged for Action Item 9 from the Budget Page.

Outline the key priorities for spending.

**Action Step 10**

\$  Amount

The amount box auto-populates based on the items tagged for Action Item 10 from the Budget Page.

Outline the key priorities for spending.

**Resources**

[Click here to open the application guidance document.](#)

**Elizabethton (101) Public District - FY 2025 - CTE Perkins Reserve - Rev 0 - Secondary Application**

**Background**

Each year, the Appalachian Regional Commission (ARC) prepares an index of county economic status for every county in the United States. Economic status designations are identified through a composite measure of each county's three-year average unemployment rate, per capita market income, and poverty rate. Based on these indicators, each county is then categorized as distressed, at-risk, transitional, competitive or attainment.

Tennessee has a long-term objective of having no distressed counties by 2025. To assist in attaining this state goal, proposals that serve counties designated as distressed or at-risk will automatically receive additional points in the scoring rubric. Points will be awarded based on the county's economic status designation as of July 1, 2020. You may view the TNECD County Economic Status Map [here](#).

Locale Lookup for Rural Areas

\* Indicate and acknowledge you have reviewed the TNECD County Economic Status Map by clicking the checkbox. Below, identify any at-risk and/or distressed county(ies) for which the proposed project(s) will directly impact.

Elizabethton City Schools is a school system that is located inside Carter County, which is listed as an At-Risk County.

**Resources**

[Click here to open the application guidance document.](#)

Related Documents

**Elizabethton (101) Public District - FY 2025 - CTE Perkins Reserve - Rev 0 - Secondary Application**

Required Documents		
Type	Document Template	Document/Link
(CTE Perkins) Assurances [Upload at least 1 document(s)]	 <a href="#">CTE Perkins Assurances</a>	

Optional Documents		
Type	Document Template	Document/Link
Letter(s) of Support and/or Memorandum(s) of Understanding [Upload up to 10 document(s)]	N/A	

New Applicant Approval

**Elizabethton (101) Public District - FY 2025 - CTE Perkins Reserve - Rev 0 - Perkins Reserve Grant Checklist**

**There are no new applicants.**

Review Checklist

**Elizabethton (101) Public District - FY 2025 - CTE Perkins Reserve - Rev 0 - Perkins Reserve Grant Checklist**

This checklist is a means of communication between TDOE and LEAs regarding the allowability and allocability of the items submitted in the funding application. Please follow the steps below to ensure that the funding application contains items that are in compliance with program requirements.

- After the LEA submits the application, TDOE will review the application and mark each section as OK, Not Applicable, or Attention Needed. If the application contains no items that are marked as Attention Needed, the application will be approved.
- If the application contains items that are marked as Attention Needed, the application will be returned to the LEA with a status of not approved. The LEA will review the checklist for items that are marked Attention Needed and make the necessary changes to those items. Only the checked items in the sections marked Attention Needed are to be corrected and/or explained. Each section marked Attention Needed also has a place where TDOE may provide notes to explain those items. The LEA should check for notes and additional comments.
- Once the LEA has made the necessary adjustments, the LEA will resubmit the application for approval. If TDOE determines that the item has been corrected, Attention Needed will be changed to OK by the TDOE Reviewer. If the items that were marked Attention Needed still have not been corrected, the application will be returned again to the LEA with a status of not approved.
- Applications that contain no items that are marked Attention Needed will be approved.

**General Checklist Comment**

No comments have been made at this time

**Checklist Description** [Collapse All](#) [Expand All](#)

<input type="checkbox"/> <b>1. Eligibility</b>	Not Reviewed ▼
1.01 Contact Information	
1.02 Applicant Status	
1.03 Applicant Type	
1.04 Assurances and Conditions	
<input type="checkbox"/> <b>2. Project Narrative</b>	Not Reviewed ▼
2.01 All sections addressed	
2.02 Action Steps	
<input type="checkbox"/> <b>3. Economic Status Acknowledgement</b>	Not Reviewed ▼
3.01 All sections addressed	

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**BASE BID BUDGET REVISIONS**

**1. ATHLETIC FLOORING**

**\* ACCEPTED**

**Addition of turf and wood athletic flooring to our estimate.**

	Qty.		Unit	Unit Cost	Total
Wood Athletic Flooring Cost - 04/10/24 Estimate	1.0000		lsum	94,454.0000	94,454.00
Turf System Cost - 04/10/24 Estimate	1.0000		lsum	79,808.0000	79,808.00
<hr/>					
Subtotal					174,262.00
GL					196.00
<hr/>					
Subtotal					174,458.00
Contractor's Fee					8,723.00
<hr/>					
Subtotal					183,181.00
Surety Bond					1,253.00
<hr/>					
Total					184,434.00

**2. REVISED KINGSPAN PRICE**

**\* ACCEPTED**

**Revision of budget pricing provided in the original estimate.**

	Qty.		Unit	Unit Cost	Total
Kingspan System Cost - 03/22/24 Estimate	(1.0000)		lsum	170,507.0000	(170,507.00)
Kingspan System Cost - 04/10/24 Estimate	1.0000		lsum	135,578.0000	135,578.00
<hr/>					
Subtotal					(34,929.00)
GL					(39.00)
<hr/>					
Subtotal					(34,968.00)
Contractor's Fee					(1,829.00)
<hr/>					
Subtotal					(36,797.00)
Surety Bond					(239.00)
<hr/>					
Total					(37,036.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**TWA REQUESTED ALTERNATES - 03/22/24 Estimate**

**3. AGGREGATE PAVING**

**\* ACCEPTED**

**Delete asphalt paving and substitute with aggregate paving.**

	Qty.		Unit	Unit Cost	Total
Asphalt Paving Cost - 03/22/24 Estimate	1.0000		lsum	(65,877.0000)	(65,877.00)
Aggregate Paving Cost - 03/22/24 Estimate	1.0000		lsum	46,937.0000	46,937.00
<hr/>					
Subtotal					(18,940.00)
GL					-
<hr/>					
Subtotal					(18,940.00)
Contractor's Fee					(991.00)
<hr/>					
Subtotal					(19,931.00)
Surety Bond					(129.00)
<hr/>					
Total					(20,060.00)

**4. WALKWAY CANOPY COVER**

**\* ACCEPTED**

**Delete all aluminum walkway canopies.**

	Qty.		Unit	Unit Cost	Total
Aluminum Canopy Cost 03/22/24 Estimate	(1.0000)		lsum	41,092.0000	(42,646.00)
Electrical Cost 03/22/24 Estimate	(1.0000)		lsum	2,600.0000	(2,600.00)
<hr/>					
Subtotal					(45,246.00)
GL					(48.00)
<hr/>					
Subtotal					(45,294.00)
Contractor's Fee					(2,366.00)
<hr/>					
Subtotal					(47,660.00)
Surety Bond					(310.00)
<hr/>					
Total					(47,970.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**5. DELETE KINGSPAN TRANSLUCENT SYSTEM \* ACCEPTED**  
**Delete the Kingspan UniQuad Translucent Panel System and substitute with translucent panels matching the profile of the metal building wall panels.**

	Qty.	Unit	Unit Cost	Total
Kingspan Translucent Panels Cost - 03/22/24 Estimate	(1.0000)	Isum	135,578.0000	(135,578.00)
Translucent PEMB Panels - 03/22/24 Estimate	1.0000	Isum	47,829.0000	47,829.00
<hr/>				
Subtotal				(87,749.00)
GL				(152.00)
<hr/>				
Subtotal				(87,901.00)
Contractor's Fee				(4,589.00)
<hr/>				
Subtotal				(92,490.00)
Surety Bond				(599.00)
<hr/>				
Total				(93,089.00)

**6. DEDUCT INTERIOR BUILDOUT \* ACCEPTED**  
**Delete all interior work to build out the approximately 1,800 sqft space.**

	Qty.	Unit	Unit Cost	Total
Doors & Hardware - 03/22/24 Estimate	(8.0000)	each	3,922.6300	(31,381.00)
Drywall, Framing, & Insulation - 03/22/24 Estimate	(1.0000)	Isum	40,861.0000	(40,861.00)
Painting - 03/22/24 Estimate	(1.0000)	Isum	12,200.0000	(12,200.00)
Sealed Concrete Floor - 03/22/24 Estimate	(1,800.0000)	sqft	1.1117	(2,001.00)
Fire Extinguishers - 03/22/24 Estimate	(1.0000)	each	405.0000	(405.00)
Toilet Accessories - 03/22/24 Estimate	(1.0000)	Isum	3,628.0000	(3,628.00)
Plumbing - 03/22/24 Estimate	(1.0000)	Isum	48,800.0000	(48,800.00)
HVAC - 03/22/24 Estimate	(1.0000)	Isum	16,888.0000	(16,888.00)
Electrical - 03/22/24 Estimate	(1.0000)	Isum	19,402.0000	(19,402.00)
<hr/>				
Subtotal				(175,566.00)
GL				(146.00)
<hr/>				
Subtotal				(175,712.00)
Contractor's Fee				(8,770.00)
<hr/>				
Subtotal				(184,482.00)
Surety Bond				(1,145.00)
<hr/>				
Total				(185,627.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**ADDITIONAL COST SAVINGS OPTIONS**

**7. DEDUCT SURETY BOND \* REJECTED**

Deduct the surety bond from the project. (The amount for this item will change based upon which Alternates and VE Items are approved. The price stated below is the bond cost for the Base Bid.)

Surety Bond - 04/10/24 Estimate	(1.0000) lsum	23,200.0000	(23,200.00)
<hr/>			
Total			(23,200.00)

**8. TURNED DOWN FOOTINGS \* ACCEPTED**

Replace current grade beams with turn down footings.

Grade Beam Replacement - 04/10/24 Estimate	(1.0000) lsum	3,473.0000	(3,473.00)
<hr/>			
Subtotal			(3,473.00)
GL			(4.00)
<hr/>			
Subtotal			(3,477.00)
Contractor's Fee			(182.00)
<hr/>			
Subtotal			(3,659.00)
Surety Bond			(24.00)
<hr/>			
Total			(3,683.00)

**9. DOORS, FRAMES, & HARDWARE \* ACCEPTED**

Reduced markup from supplier on doors, frames, and hardware.

Doors, Frames, and Hardware - 04/10/24 Estimate	(1.0000) lsum	19,159.0000	(19,159.00)
<hr/>			
Subtotal			(19,159.00)
GL			-
<hr/>			
Subtotal			(19,159.00)
Contractor's Fee			(839.00)
<hr/>			
Subtotal			(19,998.00)
Surety Bond			(110.00)
<hr/>			
Total			(20,108.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**10. CEMENT BOARD AND TRIM**

**\* ACCEPTED**

**Replace cement board and trim with painted plywood.**

Cement Board Trim - 04/10/24 Estimate	(1.0000) lsum	48,406.0000	(48,406.00)
Subtotal			(48,406.00)
GL			(12.00)
Subtotal			(48,418.00)
Contractor's Fee			(2,054.00)
Subtotal			(50,472.00)
Surety Bond			(268.00)
Total			(50,740.00)

**11. ALTERNATE WOOD ATHLETIC FLOORING**

**\* ACCEPTED**

**Provide second grade maple in lieu of first grade maple for the wood athletic flooring.**

First Grade - 04/10/24 Estimate	(1.0000) lsum	94,454.0000	(94,454.00)
Second Grade Flooring - 04/10/24 Estimate	1.0000 lsum	93,154.0000	93,154.00
Subtotal			(1,300.00)
GL			(1.00)
Subtotal			(1,301.00)
Contractor's Fee			(68.00)
Subtotal			(1,369.00)
Surety Bond			(9.00)
Total			(1,378.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**12.1. WALL PADDING** **\* NOT SELECTED**  
**Replacement of the specified wall padding with non-rated wall padding. (12.1 and 12.2 cannot be selected in conjunction with each other. For maximum cost savings, 12.2 is included in the final cost savings shown at the end of this document.)**

Wall Padding - 03/22/24 Estimate	(1.0000)	Isum	114,000.0000	(114,000.00)
Non-rated Wall Padding - 04/10/24 Estimate	1.0000	Isum	88,742.0000	88,742.00
<hr/>				
Subtotal				(25,258.00)
GL				(27.00)
<hr/>				
Subtotal				(25,285.00)
Contractor's Fee				(1,321.00)
<hr/>				
Subtotal				(26,606.00)
Surety Bond				(173.00)
<hr/>				
Total				(26,779.00)

**12.2. WALL PADDING - COLUMNS ONLY** **\* ACCEPTED**  
**Reduction of the non-rated wall padding quantity to be only located at columns. (12.1 and 12.2 cannot be selected in conjunction with each other. For maximum cost savings, 12.2 is included in the final cost savings shown at the end of this document.)**

Wall Padding - 03/22/24 Estimate	(1.0000)	Isum	114,000.0000	(114,000.00)
Wall Padding at Columns - 04/10/24 Estimate	1.0000	Isum	46,645.0000	46,645.00
<hr/>				
Subtotal				(67,355.00)
GL				(72.00)
<hr/>				
Subtotal				(67,427.00)
Contractor's Fee				(3,523.00)
<hr/>				
Subtotal				(70,950.00)
Surety Bond				(460.00)
<hr/>				
Total				(71,410.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**13. DEDUCT MCBI** **\* ACCEPTED**  
**Provide PEMB siding panels in place of MCBI siding panels.**

MCBI Panels - 03/22/24 Estimate	(1.0000)	lsum	875,000.0000	(875,000.00)
PEMB Panels - 04/10/24 Estimate	1.0000	lsum	769,758.0000	769,758.00
<hr/>				
Subtotal				(105,242.00)
GL				-
<hr/>				
Subtotal				(105,242.00)
Contractor's Fee				(5,504.00)
<hr/>				
Subtotal				(110,746.00)
Surety Bond				(719.00)
<hr/>				
Total				(111,465.00)

**14. HVAC Controls** **\* ACCEPTED**  
**To eliminate the specified controls for the HVAC equipment and provide only thermostats that can be locked down and a manual override switch located in a specified room.**

	Qty.		Unit Cost	Total
HVAC - 03/22/24 Estimate	(1.0000)	lsum	89,460.0000	(89,460.00)
<hr/>				
Subtotal				(89,460.00)
GL				(96.00)
<hr/>				
Subtotal				(89,556.00)
Contractor's Fee				(4,683.00)
<hr/>				
Subtotal				(94,239.00)
Surety Bond				(613.00)
<hr/>				
Total				(94,852.00)

**15. FIRE ALARM MARKUP** **\* ACCEPTED**  
**Reduction of the fire alarm markup if the Owner would contract the fire alarm subcontractor directly.**

Fire Alarm Markup - 04/10/24 Estimate	(1.0000)	lsum	6,438.0000	(6,438.00)
<hr/>				
Total				(6,438.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**16. FRENCH DRAIN SWALE**

**\* ACCEPTED**

**Delete the french drain and replace with a yard inlet.**

Sitework Costs - 03/22/24 Estimate	(1.0000)	lsum	185,710.0000	(185,710.00)
Sitework Costs - 04/10/24 Estimate	1.0000	lsum	172,471.0000	172,471.00
<hr/>				
Subtotal				(13,239.00)
GL				(14.00)
<hr/>				
Subtotal				(13,253.00)
Contractor's Fee				(692.00)
<hr/>				
Subtotal				(13,945.00)
Surety Bond				(91.00)
<hr/>				
Total				(14,036.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**METAL BUILDING COST SAVINGS**

**17. PANEL RIB/REVERSE ROLLED PANEL RIB \* ACCEPTED**  
**Change the Deckliner metal wall panels on the interior partitions to Panel Rib or Reverse Rolled Panel Rib wall panels.**

Panel Rib/Reverse Rolled Panel Rib - 04/10/24 Estimate	(1.0000)	Isum	386.0000	(386.00)
<hr/>				
Subtotal				(386.00)
Contractor's Fee				(20.00)
<hr/>				
Subtotal				(406.00)
Surety Bond				(3.00)
<hr/>				
Total				(409.00)

**18. INTERIOR LOAD BEARING COLUMNS - COLUMN LINE 3 \* ACCEPTED**  
**Change the frame at column line 3 from a clear span rigid frame with interior non-load bearing columns to a frame with load bearing interior columns.**

Interior Load Bearing Columns - 04/10/24 Estimate	(1.0000)	Isum	9,773.0000	(9,773.00)
<hr/>				
Subtotal				(9,773.00)
Contractor's Fee				(511.00)
<hr/>				
Subtotal				(10,284.00)
Surety Bond				(67.00)
<hr/>				
Total				(10,351.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**19. WMP50 INSULATION BACKING**

**\* ACCEPTED**

Change the backing on the metal building insulation from Gym Guard to WMP50. WMP50 is the next level down from Gym Guard and it does offer some abuse resistance.

WMP50 in Lieu of Gym Guard - 04/10/24 Estimate	(1.0000)	Isum	8,456.0000	(8,456.00)
<hr/>				
Subtotal				(8,456.00)
Contractor's Fee				(443.00)
<hr/>				
Subtotal				(8,899.00)
Surety Bond				(58.00)
<hr/>				
Total				(8,957.00)

**20. RELOCATE INTERIOR COLUMNS**

**\* ACCEPTED**

Relocate the interior column in the two endwall frames of the lean-to (office building) from 10'0" to 15'0" from the sidewall.

Relocate Interior Columns - 04/10/24 Estimate	(1.0000)	Isum	824.0000	(824.00)
<hr/>				
Subtotal				(824.00)
Contractor's Fee				(43.00)
<hr/>				
Subtotal				(867.00)
Surety Bond				(6.00)
<hr/>				
Total				(873.00)

**21. "X" BRACING IN LIEU OF PORTAL FRAMES - ENDWALLS**

**\* ACCEPTED**

Change the bracing in the endwalls of the main building from portal frames to "X" bracing.

"X" Bracing - Endwalls - 04/10/24 Estimate	(1.0000)	Isum	1,420.0000	(1,420.00)
<hr/>				
Subtotal				(1,420.00)
Contractor's Fee				(74.00)
<hr/>				
Subtotal				(1,494.00)
Surety Bond				(10.00)
<hr/>				
Total				(1,504.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**22. "X" BRACING IN LIEU OF PORTAL FRAMES - LOW EAVE WALL** **\* ACCEPTED**  
**Change the bracing in the low eave wall of the main building from portal frames to "X" bracing.**

"X" Bracing - Low Eave Wall - 04/10/24 Estimate	(1.0000)	Isum	3,524.0000	(3,524.00)
<hr/>				
Subtotal				(3,524.00)
Contractor's Fee				(184.00)
<hr/>				
Subtotal				(3,708.00)
Surety Bond				(24.00)
<hr/>				
Total				(3,732.00)

**23. SEISMIC DESIGN - CATEGORY C** **\* ACCEPTED**  
**Revise the Ss/S1 seismic design from 31/17 to 29.8/10.3 which revised the seismic design category from "D" to "C".**

Seismic Design Category - 04/10/24 Estimate	(1.0000)	Isum	7,486.0000	(7,486.00)
<hr/>				
Subtotal				(7,486.00)
Contractor's Fee				(392.00)
<hr/>				
Subtotal				(7,878.00)
Surety Bond				(51.00)
<hr/>				
Total				(7,929.00)

**24. WIND EXPOSURE - CATEGORY C** **\* ACCEPTED**  
**Change the wind exposure from category "D" to "C".**

Wind Exposure Category - 04/10/24 Estimate	(1.0000)	Isum	2,992.0000	(2,992.00)
<hr/>				
Subtotal				(2,992.00)
Contractor's Fee				(157.00)
<hr/>				
Subtotal				(3,149.00)
Surety Bond				(20.00)
<hr/>				
Total				(3,169.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**25. REVISED ROOF LOAD \* ACCEPTED**  
**Revise the 30psf nonreducible roof live load to 20psf nonreducible roof live load and provide 10psf of collateral load.**

Revised Rood Load - 04/10/24 Estimate	(1.0000) lsum	14,502.0000	(14,502.00)
<hr/>			
Subtotal			(14,502.00)
Contractor's Fee			(759.00)
<hr/>			
Subtotal			(15,261.00)
Surety Bond			(99.00)
<hr/>			
Total			(15,360.00)

**26. METAL GIRTS \* ACCEPTED**  
**Replace metal stud framing with metal girts spaced 2'0" on center from floor height to 8'0" above finish floor.**

Metal Stud Framing - 04/10/24 Estimate	(1.0000) lsum	27,089.0000	(27,089.00)
Metal Girts - 04/10/24 Estimate	1.0000 lsum	6,976.0000	6,976.00
<hr/>			
Subtotal			(20,113.00)
GL			(29.00)
<hr/>			
Subtotal			(20,142.00)
Contractor's Fee			(1,053.00)
<hr/>			
Subtotal			(21,195.00)
Surety Bond			(138.00)
<hr/>			
Total			(21,333.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**Sales tax amounts are based upon the Base Bid price. Total sales tax deducts may be subject to change depending upon the Alternates and VE items selected for approval.**

**27. SALES TAX - CONCRETE \* ACCEPTED**

**Sales tax credit if Owner were to directly purchase materials.**

Concrete Tax Credit - 04/10/24 Estimate	(1.0000) lsum	7,890.0000	(7,890.00)
<hr/>			
Total			(7,890.00)

**28. SALES TAX - CONTAINMENT NETTING \* ACCEPTED**

**Sales tax credit if Owner were to directly purchase materials.**

04/10/24 Estimate	(1.0000) sqft	6,793.0000	(6,793.00)
<hr/>			
Total			(6,793.00)

**29. SALES TAX - METAL BUILDING \* ACCEPTED**

**Sales tax credit if Owner were to directly purchase materials.**

Metal Building Sales Tax Credit - 04/10/24 Estimate	(1.0000) lsum	26,907.0000	(26,907.00)
<hr/>			
Total			(26,907.00)

**30. SALES TAX - ELECTRICAL \* ACCEPTED**

**Sales tax credit if Owner were to directly purchase materials.**

Electrical Sales Tax Credit - 04/10/24 Estimate	(1.0000) lsum	3,965.0000	(3,965.00)
<hr/>			
Total			(3,965.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**31. SALES TAX - TURF**

**\* ACCEPTED**

**Sales tax credit if Owner were to directly purchase materials.**

Turf Sales Tax Credit - 04/10/24 Estimate	(1.0000) lsum	3,774.0000	(3,774.00)
<hr/>			
Total			(3,774.00)

**32. SALES TAX - SITEWORK**

**\* ACCEPTED**

**Sales tax credit if Owner were to directly purchase materials.**

Site Work Sales Tax Credit - 04/10/24 Estimate	(1.0000) lsum	1,864.0000	(1,864.00)
<hr/>			
Total			(1,864.00)

**ELIZABETHTON HIGH SCHOOL ATHLETIC FACILITY COST SAVINGS  
APRIL 18, 2024**



**VE RECAP**

**BUDGET REVISIONS:**

Athletic Flooring	184,434.00
Revised Kingspan Panels	(37,036.00)

**TWA REQUESTED ALTERNATES:**

Aggregate Paving	(20,060.00)
Walkway Canopy Cover	(47,970.00)
Kingspan Translucent Panels	(93,089.00)
Interior Buildout	(185,627.00)

**ADDITIONAL VE OPTIONS:**

<del>Surety Bond - REJECTED</del>	<del>(23,200.00)</del>
Turned Down Footings	(3,683.00)
Doors, Frames, & Hardware	(20,108.00)
Cement Board and Trim	(50,740.00)
Wood Athletic Floor - Second Grade	(1,378.00)
Wall Padding - Columns Only	(71,410.00)
MCBI Panels	(111,465.00)
HVAC Controls	(94,852.00)
Fire Alarm Markup	(6,438.00)
French Drain Swale	(14,036.00)

**METAL BUILDING VE OPTIONS:**

Panel Rib/Reverse Rolled Panel Rib in Lieu of Deckliner	(409.00)
Interior Load Bearing Columns - Column Line 3	(10,351.00)
WMP50 in Lieu of Gym Guard	(8,957.00)
Relocate Interior Columns	(873.00)
"X" Bracing in Lieu of Portal Frames - Endwalls	(1,504.00)
"X" Bracing in Lieu of Portal Frames - Low Eave Wall	(3,732.00)
Seismic Design - Category C	(7,929.00)
Wind Exposure - Category C	(3,169.00)
Revised Roof Load	(15,360.00)
Metal Girts in Lieu of Metal Stud Framing	(21,333.00)

**SALES TAX CREDITS:**

Sales Tax - Concrete	(7,890.00)
Sales Tax - Containment Netting	(6,793.00)
Sales Tax - Metal Building	(30,000.00)
Sales Tax - Electrical	(3,965.00)
Sales Tax - Turf	(3,774.00)
Sales Tax - Sitework	(1,864.00)

Accepted VE Subtotal	(701,361.00)
03/22/24 Estimate	4,278,600.00
Allowances	128,036.00
Unit Prices	44,725.00
<b>Total - Estimate with VE Items</b>	<b>3,750,000.00</b>

 **AIA**® Document A101® – 2017

**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Eigtheenth day of April in the year Two Thousand Twenty-Four  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Elizabethton City Schools  
804 South Watauga Avenue  
Elizabethton, Tennessee 37643  
Telephone: 423-547-8000

and the Contractor:  
*(Name, legal status, address and other information)*

Burleson Construction Company, Inc.  
3216 South Roan Street  
Johnson City, Tennessee 37601  
Telephone: 423-232-7370

for the following Project:  
*(Name, location and detailed description)*

A New Field House Building for Elizabethton High School  
907 Jason Witten Way  
Elizabethton, Tennessee 37643  
TWAProject #022-017

The Architect:  
*(Name, legal status, address and other information)*

Thomas Weems Architect  
3203 Hanover Road  
Johnson City, Tennessee 37604  
Telephone 423-282-2700

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

Work.)To be fixed in a Written Notice to Proceed issued by the Owner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

[  ] Not later than Three Hundred Seventy ( 370 ) calendar days from the date of commencement of the Work.

[  ] By the following date: N / A.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<u>N / A</u>	<u>N / A</u>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$ 3,750,000.00 ), subject to additions and deductions as provided in the Contract Documents.

<u>Low Base Bid</u>	<u>\$4,464,325.00</u>
<u>BBC April 10, 2024 VE Recap</u>	<u>(\$ 714,325.00)</u>
<u>Contract Sum</u>	<u>\$3,750,000.00</u>

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<u>N / A</u>	<u>N / A</u>

~~§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

<u>Owner's Contingency</u>	<u>\$87,036.00</u>
<u>Access Doors and Panels</u>	<u>\$500.00</u>
<u>Interior Signage</u>	<u>\$500.00</u>
<u>Inspection and Testing</u>	<u>\$15,000.00</u>
<u>Electrical Aid to Construction</u>	<u>\$15,000.00</u>
<u>Acoustical Ceiling Tile Removal and Replacement to Install New Conduit and Fiber in Existing Building</u>	<u>\$10,000.00</u>

Init.

Total Allowances \$128,036.00

§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
<u>Trench Rock Removal</u>	<u>75 Cubic Yards</u>	<u>\$40,125.00</u>
<u>Fill</u>	<u>115 Cubic Yards</u>	<u>\$4,600.00</u>
<u>Total Unit Prices</u>	<u>\$44,725.00</u>	

§ 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

Owner and Contractor recognize that time is of the essence of this agreement and that the Owner will suffer financial loss and inconvenience if Substantial Completion has not been reached on or before the date established in the Agreement. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring proof, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for EACH CALENDAR DAY that expires after the time specified. The Owner and Contractor agree and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in their industries and given the nature of the damages that may result from delay.

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

N / A

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

One Calendar Month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twenty First day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Init.

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User Notes:

(1428898170)

§ 5.1.6 In accordance with AIA Document ~~A201™-2017~~, ~~A201™-2007~~, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201-2017~~; ~~A201-2007~~;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201-2017~~; ~~A201-2007~~; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5%).

N/A

N/A

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

N/A

Init.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document ~~A201-2017~~, A201-2007.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document ~~A201-2017~~, A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Thirty Calendar Days (30)

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

~~%~~ Legal prevailing rate in Elizabethton, Tennessee

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201-2017~~, A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document ~~A201-2017~~, A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

2007

~~Arbitration pursuant to Section 15.4 of AIA Document A201-2017~~  Other (Specify)

~~Litigation in a court of competent jurisdiction~~

~~Other (Specify)~~

Court of competent jurisdiction in either Carter County, Tennessee or Federal District Court in Greeneville, Tennessee.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

Init.

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document ~~A201-2017~~A201-2007.

2007  
N/A

~~§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:  
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2017~~A201-2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document ~~A201-2017~~A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:  
(Name, address, email address, and other information)

Mr. Richard Van Huss, Director  
Elizabethton City Schools  
804 South Watauga Avenue  
Elizabethton, Tennessee 37643  
Telephone: 423-547-8000

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

Wayne Woods, PresidentBurleson Construction Company, Inc.  
3216 South Roan Street  
Johnson City, Tennessee 37601  
Telephone: 423-232-7370

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document ~~A101™-2017~~A101™-2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, ~~Exhibit A, Insurance and Bonds,~~ and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document ~~A101™-2017~~Exhibit A, A101™-2007, and elsewhere in the Contract Documents.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document ~~A201-2007~~.)*

<u>Type of insurance or bond</u>	<u>Limit of liability or bond amount (\$0.00)</u>
<u>AIA A312 Performance Bond</u>	<u>Equal to the amount of the contract sum</u>
<u>AIA A312 Labor and Material Payment Bond</u>	<u>Equal to the amount of the contract sum</u>

2007

N/A

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7 Other provisions:**

The other conditions and services set forth below shall, modify, delete from, add to and replace by substitution the terms of any article, paragraph, sub-paragraph, clause or language of this Agreement (or any document incorporated by this Agreement) Any terms deleted, modified, added to or otherwise changed by this Section, the unaltered provisions of that article, paragraph, sub-paragraph, clause or language shall remain in full force or effect. If, and to the extent the conditions set forth below are inconsistent with the Contract or any other Documents (which include any incorporated documents), the conditions set forth below shall supersede and control.

8.7.1 Contractor, as an independent contractor, shall perform the Work in coordination in accordance with Contract Documents, the Construction schedule and all applicable ordinances, regulations and laws (it being recognized, however, that design of the Project in accordance with all applicable ordinances, regulations, and laws is the responsibility of the Architect).

8.7.2 Neither Contractor nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in the Agreement or unless authorized in writing by Owner's representative.

8.7.3 Final payment consisting of the unpaid balance of the Contract Price shall be made only after all of the following events have occurred: (a) final completion of work as defined by and in strict conformance with the Contract Documents; (b) acceptance of Contractor's work by the Owner and the Architect; (c) satisfactory evidence that neither Contractor nor any other person claiming under or through Contractor has the right to file any claim against the Owner; and (d) delivery of all guarantees, warranties, instruction manuals, test reports, performance charts, diagrams, and similar documents required by the Contract Documents with respect to Contractor's work.

8.7.4 Contractor shall use the sums paid to it pursuant to this Agreement solely for the purpose of fulfilling its responsibilities and obligations under this Contract Document. No payment for Contractor's work shall be conclusive evidence of satisfactory performance of completion of the work, either in whole or in part, and no payment, including final payment shall be construed as an acceptance of defective or faulty or improperly working materials, nor shall it release Contractor from any of its obligations under this Contract. Entrance upon or use of the project by the Owner shall not constitute acceptance of defective or faulty or improper work.

8.7.5 Within the scope of Contractor and its subcontractor's work, Contractor shall comply with all federal, state, municipal and local laws, ordinances, codes, laws, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety, discrimination of employment, fair employment practices, whether or not specifically provided for in this Agreement, without additional charge or expense to Owner, and shall also be responsible for, and correct, at its own cost and expense, any violations thereof (it being recognized, however, that design of the Project in accordance with all applicable ordinances, regulations and laws is the responsibility of the Architect).

8.7.6 Contractor shall not discriminate against any employee of applicant for employment because of race, creed, color, religion, sex, national origin, disability or any other category protected by state or federal law. The Contractor shall post nondiscrimination requirements in conspicuous places accessible by employees and applicants for employment. Contractor shall ensure that subcontractors, consultants, agents, subsidiaries and/or affiliates, if any, comply with the statutory requirements described in this paragraph.

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8.7.7 Contractor shall comply with all provisions of Tennessee Code Annotated § 49-5-413(d) for each employee who may have direct contact with school children or who will come on or about school property when children are present. Contractor shall ensure that subcontractors, consultants, agents, subsidiaries and/or affiliates, if any, comply with the statutory requirements described in this paragraph.

8.7.8 Contractor shall maintain control over all of its employees, subcontractors, suppliers, and others for whom Contractor is responsible. Contractor shall remove or cause to be removed from the project any person or entity for who Contractor is responsible who is determined by the Owner, or the Architect to be detrimental to the project. Contractor (or its subcontractors) shall not employ any person who is a registered sex offender. Contractor shall immediately reassign or replace any person (including its own personnel) on the site upon receipt of Owner's written notice to do so. Contractor is responsible for securing each of the project sites and ensuring that only authorized individuals will have access to project sites; the Contractor will work with the Owner to prevent access to project sites by unauthorized persons.

8.7.9. Contractor shall be responsible for coordinating all testing including but not limited to ensuring that testing representatives are informed as to the correct testing standards and proctors, and for ensuring all tests achieve acceptable results prior to the continuation of work by the subcontractor(s). Unless specifically authorized in writing otherwise, all testing shall be performed by a nuclear density gauge; proofrolling, except as final pre pour check, is not acceptable. Contractor shall be responsible for coordinating the work of all subcontractors and testing representatives, including the implementation of testing schedules as required by the contract documents, and the development of clear protocols providing for written confirmation of the Contractor's verification that the subcontractor's work has satisfied the testing required under the contract documents. Contractor shall retain records of all test results and will provide such records to the Architect and/or Owner upon request.

8.7.10 The Contractor shall make a semi-final inspection and prepare a list of items requiring correction in order for the project to be complete. When these items have been corrected, the Architect, with the Contractor present, shall conduct a final inspection and shall determine to the best of his knowledge whether the project is in compliance with the Contract Documents, at which time the Architect and Contractor shall procure and forward to the Owner for the Owner's review and record written warranties and related documents required by the Contract Documents, and shall issue a final certificate of payment upon compliance with the requirements of the Contract Documents.

8.7.11 Contractor shall perform its work with integrity, ensuring, at a minimum, that conflicts of interests shall be avoided. Contractor will, as soon as practicable, notify Architect of any issue which could adversely impact Owner's interests (e.g., errors, obvious design issues, increased costs, potential conflicts of interest, etc.).

8.7.12 All materials incorporated in the Work by contractor and/or subcontractors must be new and unused and, when not specified in detail in the Contract Documents, all materials incorporated in the Work must be of the most suitable grade and quality for the purpose intended.

8.7.13 Contractor must furnish, use, install, employ and protect each item of materials in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless those specifications, recommendations or instructions deviate from accepted construction practices or the Contract Documents, in which case subcontractor shall inform Contractor who shall inform Architect and shall proceed as Architect directs. Contractor must coordinate and interrelate all subcontracts to ensure the compatibility of materials and the validity of all warranties and guarantees that the Contract Documents require; and ensure that all inspections and testing of any work or material is done in strict accordance with Contract Documents and specifications.

8.7.14 Contractor shall require that all construction workers, whether Contractor's own forces or the forces of subcontractors, wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall have identification of the construction worker by number or other identifying medium in a typeface large enough to be seen from a reasonable distance.

8.7.15 Contractor shall institute a theft deterrent program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss caused by Contractor's forces or subcontractor's forces, as charged or determined by the local authorities having jurisdiction.

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8.7.16 Contractor must preserve and protect the rights of Owner under the terms of the Contract Documents as they pertain to the portion of the work performed by any sub-contractor. The contract documents between Owner and Contractor do not create any contractual relationship between Owner and any subcontractor, and no subcontract shall relieve Contractor of its obligation to completely perform the work for the price if any subcontractor fails to perform its work in a satisfactory manner.

8.7.17 Owner's Right to Withhold Payment. Owner may withhold all or part of any payment (including Final Payment) and it may withhold Retainage to such extent as it deems necessary to protect itself from loss on account of:

- .1 Defective Work;
- .2 Third-party claims arising from the Work and filed against Owner, due to the fault of the Contractor, or reasonable evidence indicating the probable filing of any such claim;
- .3 Reasonable doubt either that Contractor will substantially complete a segment of the Work by the Completion Date established with respect to that segment or that Contractor will substantially complete the Work in its entirety by the Substantial Completion Date;
- .4 Failure of Contractor to make payments, when due, to its subcontractors or other suppliers of equipment, material or labor required in connection with the Work;
- .5 Evidence of fraud, over-billing or overpayment discovered upon audit;
- .6 Unsatisfactory prosecution of the Work by Contractor;
- .7 Failure to provide required documentation at Owner's request or unreasonably fail to cooperate with Architect..

8.7.18 Indemnification. Contractor agrees to indemnify, hold harmless, protect and defend Owner and Owner's agents, representatives, and any affiliated or related entities against any and all claims, loss, liability, damage, cost, and expenses, including reasonable attorney fees and litigation cost, that are determined through the dispute resolution process as designated in the Contract Documents to have occurred in whole or in part as a result of or due to the negligence or fault of Contractor, its subcontractors, agents, consultants, employees or representatives with regard to Contractor's responsibilities set forth in the Contract Documents. This provision is intended to supersede any provision to the contrary.

8.7.19 Contractor stipulates that Owner is a political subdivision of the state of Tennessee, and, as such may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Tennessee. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except which is specifically authorized by law.

8.7.20 Contractor or any of its agents or subcontractors, whether skilled or unskilled, shall not, in any manner have, claim or acquire any lien upon the Project, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Tennessee.

8.7.21 Prior to initiation of Dispute Resolution provided in the Contract Documents, Contractor and Owner shall attempt in good faith to resolve any dispute arising out of or relating to an alleged breach, termination or validity of this Agreement. Contractor and Owner shall designate appropriate executive officer(s) or administrators to conduct good faith discussions for resolution of the dispute. If not resolved within ten (10) days, Dispute Resolution provided in the Contract Documents may be initiated.

8.7.22 No board member, administrator, official, agent or employee of Owner shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by Owner; for any amount which may become due under the Contract; or on any obligations under the terms of the Contract.

8.7.23 Notwithstanding any provision herein, Contractor acknowledges that Owner is subject to and will comply with the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., including disclosure of this Contract and any other documents or records subject to release pursuant to the Tennessee Open Records Act.

8.7.24 Except as expressly provided herein, this Contract shall be construed to benefit the parties and their respective successors and assigns only and shall not be construed to create third party beneficiary rights in any other

party or in any governmental organization or agency. No person not a party to this agreement shall have any right to enforce any of its terms, even if indirectly benefited by it.

8.7.24 By execution of this Agreement, Contractor certifies that its company is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, A101™-2007, Standard Form of Agreement Between Owner and Contractor
- ~~.2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds~~
- ~~.3 AIA Document A201™-2017, 2007.3 AIA Document A201™-2007, General Conditions of the Contract for Construction~~
- ~~.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

~~N / A~~

- .5 Drawings

Number	Title	Date
00 0115	List of Drawing Sheets	March 01, 2024

- .6 Specifications

Section	Title	Date	Pages
00 0110	Table of Contents	March 01, 2024	5

- .7 Addenda, if any:

Number	Date	Pages
N/A	N/A	N/A

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below: 20072007  
(Insert the date of the E204-2017 incorporated into this Agreement.) N / A

The Sustainability Plan:

Title	Date	Pages
N/A	N/A	N/A

Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages
<u>00 7200</u>	<u>General Conditions</u>	<u>March 01, 2024</u>	<u>1</u>
<u>00 7300</u>	<u>Supplementary General Conditions</u>	<u>March 01, 2024</u>	<u>3</u>

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017-A201™-2007 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Burleson Construction Company – Elizabethton High School Athletic Facility Cost Savings, dated April 18, 2024  
This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Mr. Richard Van Huss, Director  
Elizabethton City Schools  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)

Wayne Woods, President  
Burleson Construction Company, Inc.  
(Printed name and title)

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## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:05:45 ET on 04/18/2024 under Order No. 4104241310 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



# AIA® Document A201® – 2007

## General Conditions of the Contract for Construction

**for the following PROJECT:**

(Name and location or address)A New Field House Building For  
Elizabethton High School  
907 Jason Witten Way  
Elizabethton, Tennessee 37643  
TWA Project 022-017

**THE OWNER:**

*(Name, legal status and address)*

Elizabethton City Schools  
804 South Watauga Avenue  
Elizabethton, Tennessee 37643  
Telephone: 423-547-8000

**THE ARCHITECT:**

*(Name, legal status and address)*

Thomas Weems Architect  
3203 Hanover Road  
Johnson City, Tennessee 37604  
Telephone: 423-952-2700

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**TABLE OF ARTICLES**

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

Init.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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## INDEX

(Topics and numbers in bold are section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,

4.2.7, 9.3.2, 13.5.1

### Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

**4.1.1**

Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

### Basic Definitions

**1.1**

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

### Boiler and Machinery Insurance

**11.3.2**

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit

3.7.1

Init.

/

## **Capitalization**

### **1.3**

Certificate of Substantial Completion  
9.8.3, 9.8.4, 9.8.5

### **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,  
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval  
13.5.4

Certificates of Insurance  
9.10.2, 11.1.3

### **Change Orders**

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8,  
5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1,  
9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2,  
15.1.3

**Change Orders, Definition of**  
**7.2.1**

### **CHANGES IN THE WORK**

2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,  
11.3.9

**Claims, Definition of**

### **15.1.1**

### **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims  
15.4.1

### **Claims for Additional Cost**

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**

### **Claims for Additional Time**

3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, **15.1.5**

### **Concealed or Unknown Conditions, Claims for** **3.7.4**

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,  
11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

### **Cleaning Up**

**3.15**, 6.3

Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,  
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,  
15.1.4

**Commencement of the Work, Definition of**  
**8.1.2**

### **Communications Facilitating Contract Administration**

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,  
9.10, 12.2, 13.7, 14.1.2

### **COMPLETION, PAYMENTS AND**

### **9**

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,  
13.7

Compliance with Laws

1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2,  
11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1,  
14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,  
9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

### **Consolidation or Joinder**

### **15.4.4**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

**Construction Change Directive, Definition of**  
**7.3.1**

### **Construction Change Directives**

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**,  
9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

### **Contingent Assignment of Subcontracts**

**5.4**, 14.2.2.2

### **Continuing Contract Performance**

### **15.1.3**

**Contract, Definition of**

### **1.1.2**

### **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 11.3.9, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.2.5, 5.3

**Contract Documents, Definition of**

### **1.1.1**

### **Contract Sum**

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7,  
9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

**Contract Sum, Definition of**

### **9.1**

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,  
8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2,  
15.1.5.1, 15.2.5

**Contract Time, Definition of**

### **8.1.1**

### **CONTRACTOR**

### **3**

### **3**

**Contractor, Definition of**

**3.1**, **6.1.2**

## **Contractor's Construction Schedules**

**3.10**, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

## **Contractor's Liability Insurance**

### **11.1**

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**

## **Correlation and Intent of the Contract Documents**

### **1.2**

**Cost**, Definition of

### **7.3.7**

Costs

2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

## **Cutting and Patching**

**3.14**, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

**Date of Commencement of the Work**, Definition of **8.1.2**

**Date of Substantial Completion**, Definition of **8.1.3**

**Day**, Definition of

### **8.1.4**

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

## **Decisions to Withhold Certification**

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

## **Delays and Extensions of Time**

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

## **Documents and Samples at the Site**

### **3.11**

**Drawings**, Definition of

### **1.1.5**

Drawings and Specifications, Use and Ownership of 3.11

Effective Date of Insurance

8.2.2, 11.1.2

## **Emergencies**

**10.4**, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,  
3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,  
9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3  
Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
10.4, 14.3, 15.1.5, 15.2.5  
**Failure of Payment**  
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2  
Faulty Work  
(See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
12.3, 14.2.4, 14.4.3  
Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4  
Fire and Extended Coverage Insurance  
11.3.1.1

## **GENERAL PROVISIONS**

### **1**

#### **Governing Law**

##### **13.1**

Guarantees (See Warranty)

#### **Hazardous Materials**

##### **10.2.4, 10.3**

Identification of Subcontractors and Suppliers  
5.2.1

#### **Indemnification**

3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,  
11.3.7

#### **Information and Services Required of the Owner**

2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

#### **Initial Decision**

##### **15.2**

#### **Initial Decision Maker, Definition of**

1.1.8

Initial Decision Maker, Decisions

14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,  
15.2.5

#### **Injury or Damage to Person or Property**

##### **10.2.8, 10.4**

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 12.2.1, 13.5

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

#### **Instruments of Service, Definition of**

##### **1.1.7**

Insurance

3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11

#### **Insurance, Boiler and Machinery**

##### **11.3.2**

#### **Insurance, Contractor's Liability**

##### **11.1**

Insurance, Effective Date of  
8.2.2, 11.1.2

#### **Insurance, Loss of Use**

##### **11.3.3**

#### **Insurance, Owner's Liability**

##### **11.2**

#### **Insurance, Property**

10.2.5, 11.3

Insurance, Stored Materials

9.3.2

## **INSURANCE AND BONDS**

### **11**

Insurance Companies, Consent to Partial Occupancy  
9.9.1

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4

#### **Interest**

##### **13.6**

#### **Interpretation**

1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12, 15.1.4

Judgment on Final Award

15.4.2

#### **Labor and Materials, Equipment**

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,  
10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,  
14, 15.2.8, 15.4

Liens

2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 13.7, 15.4.1.1

Limitations of Liability

2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,  
4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2,  
11.2, 11.3.7, 12.2.5, 13.4.2

Limitations of Time

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,  
11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

#### **Loss of Use Insurance**

##### **11.3.3**

Material Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

#### **Materials, Hazardous**

10.2.4, 10.3

Init.

/

Materials, Labor, Equipment and  
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13,  
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,  
9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2  
Means, Methods, Techniques, Sequences and  
Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2  
Mechanic's Lien  
2.1.2, 15.2.8  
**Mediation**  
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**,  
15.4.1  
**Minor Changes in the Work**  
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**  
**MISCELLANEOUS PROVISIONS**  
**13**  
**Modifications, Definition of**  
**1.1.1**  
Modifications to the Contract  
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,  
10.3.2, 11.3.1  
**Mutual Responsibility**  
**6.2**  
**Nonconforming Work, Acceptance of**  
9.6.6, 9.9.3, **12.3**  
Nonconforming Work, Rejection and Correction of  
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,  
12.2.1  
Notice  
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7,  
9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2,  
14.1, 14.2, 15.2.8, 15.4.1  
**Notice, Written**  
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10,  
10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8,  
15.4.1  
**Notice of Claims**  
3.7.4, 10.2.8, **15.1.2**, 15.4  
Notice of Testing and Inspections  
13.5.1, 13.5.2  
Observations, Contractor's  
3.2, 3.7.4  
Occupancy  
2.2.2, 9.6.6, 9.8, 11.3.1.5  
Orders, Written  
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2,  
14.3.1  
**OWNER**  
**2**  
**Owner, Definition of**  
**2.1.1**  
**Owner, Information and Services Required of the**  
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

**Owner's Authority**  
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2,  
4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,  
7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1,  
9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3,  
13.2.2, 14.3, 14.4, 15.2.7  
**Owner's Financial Capability**  
2.2.1, 13.2.2, 14.1.1.4  
**Owner's Liability Insurance**  
**11.2**  
**Owner's Relationship with Subcontractors**  
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2  
**Owner's Right to Carry Out the Work**  
**2.4**, 14.2.2  
**Owner's Right to Clean Up**  
**6.3**  
**Owner's Right to Perform Construction and to Award Separate Contracts**  
**6.1**  
**Owner's Right to Stop the Work**  
**2.3**  
**Owner's Right to Suspend the Work**  
14.3  
**Owner's Right to Terminate the Contract**  
14.2  
**Ownership and Use of Drawings, Specifications and Other Instruments of Service**  
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12,  
5.3  
**Partial Occupancy or Use**  
9.6.6, **9.9**, 11.3.1.5  
**Patching, Cutting and**  
**3.14**, 6.2.5  
Patents  
3.17  
**Payment, Applications for**  
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,  
14.2.3, 14.2.4, 14.4.3  
**Payment, Certificates for**  
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,  
9.10.3, 13.7, 14.1.1.3, 14.2.4  
**Payment, Failure of**  
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2  
Payment, Final  
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3,  
13.7, 14.2.4, 14.4.3  
**Payment Bond, Performance Bond and**  
7.3.7.4, 9.6.7, 9.10.3, **11.4**  
**Payments, Progress**  
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3  
**PAYMENTS AND COMPLETION**  
**9**  
**Payments to Subcontractors**  
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2  
PCB  
10.3.1

**Performance Bond and Payment Bond**

7.3.7.4, 9.6.7, 9.10.3, 11.4

**Permits, Fees, Notices and Compliance with Laws**

2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

**PERSONS AND PROPERTY, PROTECTION OF 10**

Polychlorinated Biphenyl

10.3.1

**Product Data**, Definition of**3.12.2****Product Data and Samples, Shop Drawings**

3.11, 3.12, 4.2.7

**Progress and Completion**

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

**Progress Payments**

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

**Project**, Definition of**1.1.4**

Project Representatives

4.2.10

**Property Insurance**

10.2.5, 11.3

**PROTECTION OF PERSONS AND PROPERTY 10**

Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

Rejection of Work

3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens

9.10.2

Representations

3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

Representatives

2.1.1, 3.1.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field****Conditions by Contractor****3.2**, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

**Rights and Remedies**

1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4

**Royalties, Patents and Copyrights****3.17**

Rules and Notices for Arbitration

15.4.1

**Safety of Persons and Property****10.2**, 10.4**Safety Precautions and Programs**

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

**Samples**, Definition of**3.12.3****Samples, Shop Drawings, Product Data and**

3.11, 3.12, 4.2.7

**Samples at the Site, Documents and****3.11****Schedule of Values****9.2**, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

**Shop Drawings**, Definition of**3.12.1****Shop Drawings, Product Data and Samples**

3.11, 3.12, 4.2.7

**Site, Use of****3.13**, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

**Specifications**, Definition of**1.1.6****Specifications**

1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations

13.7, 15.4.1.1

Stopping the Work

2.3, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

**Subcontractor**, Definition of**5.1.1****SUBCONTRACTORS****5**

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

**Subcontractual Relations****5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

**Subrogation, Waivers of**

6.1.1, 11.3.7

## **Substantial Completion**

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7

### **Substantial Completion, Definition of 9.8.1**

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

4.1.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

### **Sub-subcontractor, Definition of 5.1.2**

Subsurface Conditions

3.7.4

## **Successors and Assigns**

### **13.2**

### **Superintendent**

**3.9**, 10.2.6

### **Supervision and Construction Procedures**

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety

5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of

9.10.2, 9.10.3

Surveys

2.2.3

### **Suspension by the Owner for Convenience**

#### **14.3**

Suspension of the Work

5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

### **Taxes**

3.6, 3.8.2.1, 7.3.7.4

### **Termination by the Contractor**

**14.1**, 15.1.6

### **Termination by the Owner for Cause**

5.4.1.1, **14.2**, 15.1.6

### **Termination by the Owner for Convenience**

#### **14.4**

Termination of the Architect

4.1.3

Termination of the Contractor

14.2.2

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14**

### **Tests and Inspections**

3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**

## **TIME**

### **8**

### **Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

### **Time Limits**

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

### **Time Limits on Claims**

3.7.4, 10.2.8, **13.7**, 15.1.2

Title to Work

9.3.2, 9.3.3

### **Transmission of Data in Digital Form**

#### **1.6**

## **UNCOVERING AND CORRECTION OF WORK**

### **Uncovering of Work**

#### **12.1**

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 7.3.4

Use of Documents

1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

### **Use of Site**

**3.13**, 6.1.1, 6.2.1

### **Values, Schedule of**

**9.2**, 9.3.1

Waiver of Claims by the Architect

13.4.2

Waiver of Claims by the Contractor

9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages

14.2.4, 15.1.6

Waiver of Liens

9.10.2, 9.10.4

### **Waivers of Subrogation**

6.1.1, **11.3.7**

### **Warranty**

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

Weather Delays

15.1.5.2

### **Work, Definition of**

#### **1.1.3**

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.2.3** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.2.4** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.5** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

## **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

## **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## **§ 3.4 LABOR AND MATERIALS**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

## **§ 3.8 ALLOWANCES**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

## **§ 3.9 SUPERINTENDENT**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

## **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

## **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 DEFINITIONS**

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## **§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**§ 5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

## **§ 5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### **§ 6.2 MUTUAL RESPONSIBILITY**

**§ 6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 GENERAL**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### **§ 7.2 CHANGE ORDERS**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 7.3.5** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.6** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### **§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

~~§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

~~§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.~~

#### **§ 10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### **§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in ~~transit~~ transit from the Contractor's storage to the Project site.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### **§ 11.3.7 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**§ 11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

**§ 11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 UNCOVERING OF WORK**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **§ 12.2 CORRECTION OF WORK**

#### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 SUCCESSORS AND ASSIGNS**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### **§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### **§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

**§ 13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such ~~termination, and damages.~~ termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## **§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## **§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

## **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 CLAIMS**

#### **§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### **§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### **§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.5.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### **§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### **§ 15.2 INITIAL DECISION**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

~~§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:54:20 ET on 06/08/2023 under Order No. 4104241310 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

# Gift Agreement

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between  
Citizens Bank Tri-Cities Foundation Ltd.  
and  
Elizabethton City School System

## **Gift Agreement between Citizens Bank Tri-Cities Foundation Ltd and Elizabethton City School System**

The following sets forth an agreement (the Gift Agreement) by and between Citizens Bank Tri-Cities Foundation Ltd. (the Donor) and the Elizabethton City School System ('ECSS'). The Foundation is a not-for-profit corporation in the State of Tennessee and is an organization as described in Internal Revenue Code 501(c)(3).

### **(I) THE GIFT**

The Donor commits the total sum of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) (the Gift) toward the construction of a Fieldhouse Complex (the Complex).

### **(II) PURPOSE**

ECSS shall use this Gift for the construction of the Complex for Elizabethton High School per drawings provided by Thomas Weems Architect (the Architect) dated March 1, 2024 with an approved budget not to exceed \$4 million.

If it becomes impossible or impractical to use the Gift for the purpose designated by this Gift Agreement, or if this Gift Agreement is determined to be in conflict with any federal, state, or local law, regulation, or ordinance, the Donor may elect to direct the use of this Gift in the best interest of the ECSS and in a manner as close as possible to the original intent of the Donor as expressed in this Gift Agreement or terminate.

If the terms of this agreement are not honored, the Donor has the right to rescind the Gift and demand the return of any monies paid plus interest at the maximum rate allowed by law from the date of the violation or, at Donor's sole option, file suit to equitably enforce the Gift Agreement.

### **(III) SCHEDULE AND FORM OF CONTRIBUTIONS**

The Donor agrees to fulfill this commitment with gifts of cash, securities or other assets according to the following schedule. The Architect shall certify the percentage of completion of the Complex for purposes of determining the Due Date.

<b>Payment Amount:</b>	<b>Due Date:</b>
\$400,000	\$100,000 upon 20% completion
	\$100,000 upon 40% completion
	\$100,000 upon 60% completion
	\$100,000 upon 80% completion

**(IV) RECOGNITION**

In grateful recognition of the donor’s generosity, the field at the Citizens Bank Stadium shall be named “LaPorte Field.” Donor and ECSS shall determine a mutually agreed upon location at the Stadium Complex for placement of a plaque, with the cost coming from the gifted funds.

The Donor hereby grants the ECSS permission to publicly recognize this commitment. The ECSS shall, however, clear any press releases with the Donor before issuing such release.

ECSS hereby grants the Donor permission to publicly recognize and advertise this commitment.

**(V) ADMINISTRATION**

Until such time as the funds given are spent on the project outlined in this agreement, the ECSS may invest the property comprising this gift, commingled with any of its investment assets.

**(VI) NAMING RIGHTS**

The Donor is exercising its rights under agreement dated November 20, 2014, Section VI whereby the Donor has the exclusive naming rights to the Complex. This agreement serves as written consent of the Donor to name the field at the Citizens Bank Stadium “LaPorte Field.” Provided, however, that the granting of this naming does not, and shall not be construed to, negate the right of the Donor in the future to approve additional or further naming events.

For purposes of acknowledging all of their rights, obligations and agreements under the foregoing Agreement, the parties hereto hereby execute this Agreement below.

\_\_\_\_\_  
**Citizens Bank Tri-Cities Foundation, Ltd**  
**Joe LaPorte III**  
300 Broad Street  
Elizabethton, TN 37643

\_\_\_\_\_  
Date

On behalf of the Elizabethton City School System:

\_\_\_\_\_  
**Elizabethton City School System**

\_\_\_\_\_  
Date

**ELIZABETHTON  
CITY SCHOOLS**



**2024-2025  
BUDGET**

**ELIZABETHTON CITY SCHOOLS  
2024-2025 BUDGET**

**TABLE OF CONTENTS**

**Overview**

Elizabethton City Schools Administration	1
Budget at a Glance	2
Budget Summary of All Funds	3
Average Daily Membership	4
Proposed Teacher Salary Scale	5
Historical Summary of Personnel Positions	6

**General Purpose Fund**

Charts of Estimated Revenues and Expenditures	7
Line Item Budget	8-18

**Federal Projects Fund**

Charts of Estimated Revenues and Expenditures	19
Line Item Budget	20-23

**School Nutrition Program**

Charts of Estimated Revenues and Expenditures	24
Line Item Budget	25-26

**ELIZABETHTON CITY SCHOOLS  
ADMINISTRATION  
FOR THE 2024-2025 BUDGET YEAR**

**BOARD OF EDUCATION**

Eddie Pless, Chair  
Jamie Schaff, Vice-Chair  
Phil Isaacs  
Danny O'Quinn  
Edwin Alexander

**CENTRAL OFFICE ADMINISTRATION**

Richard VanHuss, Ed. S.  
Director of Schools

Myra Newman, Ed. D.  
Assistant Director of Schools - Academics

John Hutchins, Ed. S.  
Assistant Director of Schools - Operations

Josh Boatmas, Ed. D.  
Director of Special Education & RTI

Travis Thompson, Ed. S.  
Director of Early Learning & Data Accountability

Beth Wilson, MBA  
Director of Business & Fiscal Management

## 2024-2025 BUDGET AT A GLANCE

- ❖ The amount budgeted for TISA (State Funding) is the April estimate.
- ❖ The contribution rate for retirement for legacy certified staff is 6.36%, 9.0% for certified staff (hired after 7/1/14), and 12.35% for classified staff.
- ❖ All certified and classified staff members will receive a step increase, if eligible. The BS 0 annual salary will increase from \$43,500 to \$46,638 which will effect all professional salaries (see page 5). The hourly rates for classified personnel have been adjusted to reflect a 4.5% increase.
- ❖ Retirement incentives are budgeted at \$30,000.
- ❖ The Board will continue to pay 100% of individual dental and life insurance premiums for full-time employees.
- ❖ The Board will pay 100% of the individual medical insurance premiums for full-time employees electing the Standard, Limited and CDHP Options. All other options and levels of coverage are funded similar to the 2023 calendar year.
- ❖ Medical insurance premiums are budgeted to have an increase of 6.0% in January 2024.
- ❖ Dental insurance premiums are budgeted to increase 5.0% in January 2024.
- ❖ The Federal Projects Fund is showing a decrease due to the end of the period of availability and complete expenditure of ESSER funds from the Federal Government to be used for learning loss and to increase healthy environments.
- ❖ \$92,000 has been budgeted for Captial Outlay from local funds. No Captial Outlay has been budgeted from the excess sales tax or reserved funds.
- ❖ The proposed changes to salary and benefits for positions are listed on page 6.

### TOTAL BUDGET FOR ALL FUNDS

	Estimated Budget 2023-2024	<b>Proposed Budget 2024-2025</b>	\$ Change	% Change
General Fund	\$33,077,724	<b>\$33,042,690</b>	(\$35,034)	-0.11%
Federal Projects Fund	\$6,617,362	<b>\$1,719,091</b>	(\$4,898,271)	-74.02%
School Nutrition Program	\$1,436,930	<b>\$1,497,780</b>	\$60,850	4.23%
Total All Funds	<u>\$41,132,016</u>	<u><b>\$36,259,561</b></u>	<u>(\$4,872,455)</u>	<u>-11.85%</u>

**ELIZABETHTON CITY SCHOOLS  
BUDGET SUMMARY OF ALL FUNDS  
2024-2025**

	<b>General Purpose Fund</b>	<b>Federal Projects Fund</b>	<b>School Nutrition Program</b>	<b>Total Funds</b>
<b><u>Revenues</u></b>				
Local Revenues	\$ 8,963,525	\$ -	\$ 129,780	\$ 9,093,305
State Revenues	\$ 21,695,932	\$ -	\$ 11,000	\$ 21,706,932
Federal Revenues	\$ 64,842	\$ 1,719,091	\$ 1,357,000	\$ 3,140,933
Operating Transfers	\$ -	\$ -	\$ -	\$ -
City of Elizabethton	\$ 2,400,000	\$ -	\$ -	\$ 2,400,000
<b>Total Revenues</b>	<b>\$ 33,124,299</b>	<b>\$ 1,719,091</b>	<b>\$ 1,497,780</b>	<b>\$ 36,341,170</b>
<b><u>Budgeted Reserves</u></b>				
Reserves for Specific Projects	\$ -	\$ -	\$ -	\$ -
<b>Total Budgeted Reserves</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>Expenditures</u></b>				
Regular Instruction Programs	\$ 14,885,198	\$ 554,341	\$ -	\$ 15,439,539
Special Education Programs	\$ 2,701,461	\$ 645,772	\$ -	\$ 3,347,233
Vocational Education Programs	\$ 1,667,157	\$ 19,951	\$ -	\$ 1,687,108
Student Body Education Programs	\$ 465,830	\$ -	\$ -	\$ 465,830
Other Student Support	\$ 1,776,437	\$ 116,029	\$ -	\$ 1,892,466
Regular Instruction Support	\$ 1,357,541	\$ 271,173	\$ -	\$ 1,628,714
Special Education Support	\$ 511,010	\$ -	\$ -	\$ 511,010
Vocational Education Support	\$ 189,611	\$ 1,766	\$ -	\$ 191,377
Technology Services - Support	\$ 1,053,560	\$ -	\$ -	\$ 1,053,560
General Administration	\$ 1,087,610	\$ -	\$ -	\$ 1,087,610
School Administration	\$ 1,954,133	\$ -	\$ -	\$ 1,954,133
Business Services	\$ 439,279	\$ -	\$ -	\$ 439,279
Operation & Maintenance of Plant	\$ 3,420,181	\$ -	\$ -	\$ 3,420,181
Student Transportation Services	\$ 841,451	\$ -	\$ -	\$ 841,451
Food Service	\$ 42,705	\$ -	\$ 1,497,780	\$ 1,540,485
Community Services	\$ 227,975	\$ 110,059	\$ -	\$ 338,034
Early Childhood Education	\$ 411,160	\$ -	\$ -	\$ 411,160
Capital Outlay	\$ 92,000	\$ -	\$ -	\$ 92,000
Transfers to Other Funds	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 33,124,299</b>	<b>\$ 1,719,091</b>	<b>\$ 1,497,780</b>	<b>\$ 36,341,170</b>
<b>Excess of Revenues &amp; Reserves Over/(Under) Expenditures</b>				
	\$ -	\$ -	\$ -	\$ -
<b>Estimated Beginning Fund Balance and Reserves</b>				
	<b>\$ 5,500,000</b>	<b>\$ 25,000</b>	<b>\$ 1,044,925</b>	<b>\$ 6,569,925</b>
<b>Estimated Ending Fund Balance and Reserves</b>				
	<b>\$ 5,500,000</b>	<b>\$ 25,000</b>	<b>\$ 1,258,904</b>	<b>\$ 6,783,904</b>

**ELIZABETHTON CITY SCHOOLS  
ANALYSIS OF AVERAGE DAILY MEMBERSHIP (ADM)**

**AVERAGE DAILY MEMBERSHIP (ADM) BY LOCATION**

	ADM 2023-2024	ADM 2024-2025
Elizabethton High School	835	873
T. A. Dugger Junior High School	626	632
East Side Elementary	390	373
Harold McCormick Elementary	376	358
West Side Elementary	376	368
	<b>2,603</b>	<b>2,604</b>
Pre-K Special Ed & Early Learning Center	114	109
Total	<u>2,717</u>	<u>2,713</u>

**STATE FUNDING & AVERAGE DAILY MEMBERSHIP HISTORY**

Budget Year	Average Daily Membership (ADM)	Increase / (Decrease) in ADM	STATE Funding Received	Percentage Increase in STATE Funding	Dollar Increase in STATE Funding
2024-2025		*	<b>\$20,592,093</b>	<b>6.95%</b>	<b>\$1,144,113</b>
2023-2024	2,604	1	<b>\$19,447,980</b>	<b>19.54%</b>	<b>\$2,979,980</b>
2022-2023	2,603	42	<b>\$16,468,000</b>	<b>8.20%</b>	<b>\$1,217,000</b>
2021-2022	2,561	32	<b>\$15,251,000</b>	<b>2.95%</b>	<b>\$417,887</b>
2020-2021	2,529	50	<b>\$14,833,113</b>	<b>4.75%</b>	<b>\$652,113</b>
2019-2020	2,479	15	<b>\$14,181,000</b>	<b>3.39%</b>	<b>\$455,000</b>
2018-2019	2,464	4	<b>\$13,726,000</b>	<b>2.45%</b>	<b>\$318,000</b>
2017-2018	2,460	(1)	<b>\$13,408,000</b>	<b>3.66%</b>	<b>\$450,000</b>
2016-2017	2,461	38	<b>\$12,958,000</b>	<b>5.39%</b>	<b>\$663,000</b>
2015-2016	2,423	(25)	<b>\$12,295,000</b>	<b>4.50%</b>	<b>\$529,500</b>
2014-2015	2,448	23	<b>\$11,765,500</b>	<b>2.71%</b>	<b>\$310,500</b>
2013-2014	2,425	3	<b>\$11,455,000</b>	<b>5.04%</b>	<b>\$550,000</b>
2012-2013	2,422	98	<b>\$10,905,000</b>	<b>5.70%</b>	<b>\$588,000</b>
2011-2012	2,324	89	<b>\$10,317,000</b>	<b>4.51%</b>	<b>\$445,000</b>
2010-2011	2,235	118	<b>\$9,872,000</b>	<b>5.64%</b>	<b>\$527,000</b>
2009-2010	2,117	49	<b>\$9,345,000</b>	<b>4.53%</b>	<b>\$405,000</b>
2008-2009	2,068	89	<b>\$8,940,000</b>	<b>6.09%</b>	<b>\$513,000</b>
2007-2008	1,979	8	<b>\$8,427,000</b>	<b>8.00%</b>	<b>\$624,000</b>
2006-2007	1,971	(17)	<b>\$7,803,000</b>	<b>2.63%</b>	<b>\$200,000</b>
2005-2006	1,988	(52)	<b>\$7,603,000</b>	<b>3.64%</b>	<b>\$267,000</b>

\* This reflects the April TISA estimate for 2024-2025

**Elizabethton City Schools**  
**10 Month Teacher Salary Schedule**  
**2024-2025**

Exp.	Bachelor		Increase Including Step	Masters		Increase Including Step	Exp.
	23-24	24-25		23-24	24-25		
0	43,500	46,638		47,850	51,188		0
1	45,675	47,775	9.8%	50,025	52,325	9.4%	1
2	46,763	48,913	7.1%	51,113	53,463	6.9%	2
3	47,850	50,050	7.0%	52,200	54,600	6.8%	3
4	48,938	51,188	7.0%	53,288	55,738	6.8%	4
5	50,025	52,325	6.9%	54,375	56,875	6.7%	5
6	51,113	53,463	6.9%	55,463	58,013	6.7%	6
7	52,200	54,600	6.8%	56,550	59,150	6.6%	7
8	53,288	55,738	6.8%	57,638	60,288	6.6%	8
9	54,375	56,875	6.7%	58,725	61,425	6.6%	9
10	55,463	58,013	6.7%	59,813	62,563	6.5%	10
11	56,550	59,150	6.6%	60,900	63,700	6.5%	11
12	57,638	60,288	6.6%	61,988	64,838	6.5%	12
13	58,725	61,425	6.6%	63,075	65,975	6.4%	13
14	59,813	62,563	6.5%	64,163	67,113	6.4%	14
15	60,900	63,700	6.5%	65,250	68,250	6.4%	15
16+	60,900	63,700	4.6%	65,250	68,250	4.6%	16+

Exp.	Education Specialist		Increase Including Step	Doctorate		Increase Including Step	Exp.
	23-24	24-25		23-24	24-25		
0	52,200	55,738		56,550	60,288		0
1	54,375	56,875	9.0%	58,725	61,425	8.6%	1
2	55,463	58,013	6.7%	59,813	62,563	6.5%	2
3	56,550	59,150	6.6%	60,900	63,700	6.5%	3
4	57,638	60,288	6.6%	61,988	64,838	6.5%	4
5	58,725	61,425	6.6%	63,075	65,975	6.4%	5
6	59,813	62,563	6.5%	64,163	67,113	6.4%	6
7	60,900	63,700	6.5%	65,250	68,250	6.4%	7
8	61,988	64,838	6.5%	66,338	69,388	6.3%	8
9	63,075	65,975	6.4%	67,425	70,525	6.3%	9
10	64,163	67,113	6.4%	68,513	71,663	6.3%	10
11	65,250	68,250	6.4%	69,600	72,800	6.3%	11
12	66,338	69,388	6.3%	70,688	73,938	6.2%	12
13	67,425	70,525	6.3%	71,775	75,075	6.2%	13
14	68,513	71,663	6.3%	72,863	76,213	6.2%	14
15	69,600	72,800	6.3%	73,950	77,350	6.2%	15
16+	69,600	72,800	4.6%	73,950	77,350	4.6%	16+

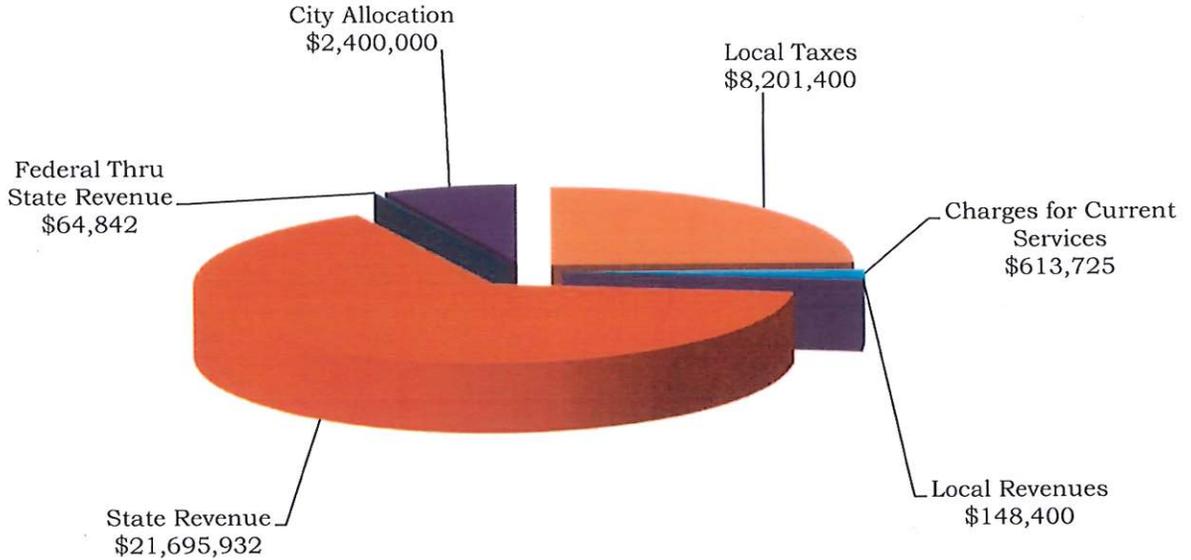
**HISTORICAL SUMMARY OF PERSONNEL POSITIONS  
2024-2025**

<u>GENERAL PURPOSE</u>	<u>ACTUAL 2022-2023</u>	<u>ACTUAL 2023-2024</u>	<u>ADDITIONS 2024-2025</u>	<u>BUDGET 2024-2025</u>
Principals	5.00	5.00	-	5.00
Assistant Principals	5.00	5.00	-	5.00
Assistant to the Principal	2.00	2.00	-	2.00
Certified Teachers	188.00	189.50	1.50	191.00
Librarians	5.00	5.00	-	5.00
Guidance Counselors	7.00	6.00	1.00	7.00
Career Advisor	2.00	0.00	1.00	1.00
Implementation Coach	0.00	0.00	1.00	1.00
Instructional Computer Personnel	0.00	1.00	1.00	2.00
Instructional Assistants	5.00	5.00	5.01	10.01
Instructional Coach	3.00	3.00	(0.50)	2.50
Interventionist	0.00	0.00	4.00	4.00
Psychologist	0.00	0.00	1.00	1.00
Social Worker	0.00	0.00	0.50	0.50
System-Wide Nurse - RN	1.00	1.00	-	1.00
School Nurse - LPN	6.00	6.00	-	6.00
School Health Coordinator	1.00	0.50	-	0.50
Educational Assistants	42.79	41.79	2.85	44.64
Registrar	1.00	1.00	-	1.00
School Secretaries	8.17	9.17	(0.17)	9.00
School Bookkeepers	5.00	5.00	-	5.00
Attendance Clerks	3.00	3.00	-	3.00
Library Assistants	1.50	1.50	-	1.50
Lunchroom Monitor	1.00	1.00	(1.00)	0.00
Bus Drivers	11.00	11.00	-	11.00
Administrators	6.50	6.50	-	6.50
Director of Schools	1.00	1.00	-	1.00
Custodians	21.30	22.30	-	22.30
Maintenance Technicians	6.00	8.00	-	8.00
Computer Specialists	4.00	4.00	-	4.00
Administrative Specialists	6.50	6.50	-	6.50
Public Relations / Grant Writer	1.00	1.00	-	1.00
Clerical Personnel	2.00	2.00	-	2.00
ESP Personnel	9.00	9.00	-	9.00
<b>GP Totals</b>	<b>360.76</b>	<b>362.76</b>	<b>17.19</b>	<b>379.95</b>
<b>FEDERAL PROJECTS</b>				
Certified Teachers	10.00	8.00	(7.00)	1.00
Implementation Coach (ESSER)	1.00	1.00	(1.00)	0.00
Guidance Counselors	0.00	1.00	(1.00)	0.00
Career Advisor	0.00	2.00	(2.00)	0.00
Instructional Computer Personnel	1.00	1.00	(1.00)	0.00
Interventionists	9.00	7.00	(4.00)	3.00
Assistant to the Principal	0.50	0.50	-	0.50
Professional Development Coordinator	0.50	0.50	-	0.50
ESSER Grant Manager	1.00	0.50	(0.50)	0.00
Social Worker	1.00	0.50	(0.50)	0.00
Educational Assistants	38.47	33.14	(2.01)	31.13
Instructional Assistants	10.00	12.00	(12.00)	0.00
Grant/Program Assts/Sec	1.50	1.50	-	1.50
Administrator	0.50	0.50	-	0.50
<b>FP Totals</b>	<b>74.47</b>	<b>69.14</b>	<b>(31.01)</b>	<b>38.13</b>
<b>SCHOOL NUTRITION PROGRAM</b>				
Cafeteria Managers	5.00	5.00	-	5.00
Cooks	14.50	14.50	-	14.50
Clerical Personnel	0.00	0.00	-	0.00
School Nutrition Coordinator	1.00	1.00	-	1.00
<b>SNP Totals</b>	<b>20.50</b>	<b>20.50</b>	<b>0.00</b>	<b>20.50</b>
<b>TOTAL ALL FUNDS</b>	<b>455.73</b>	<b>452.40</b>	<b>(13.82)</b>	<b>438.58</b>

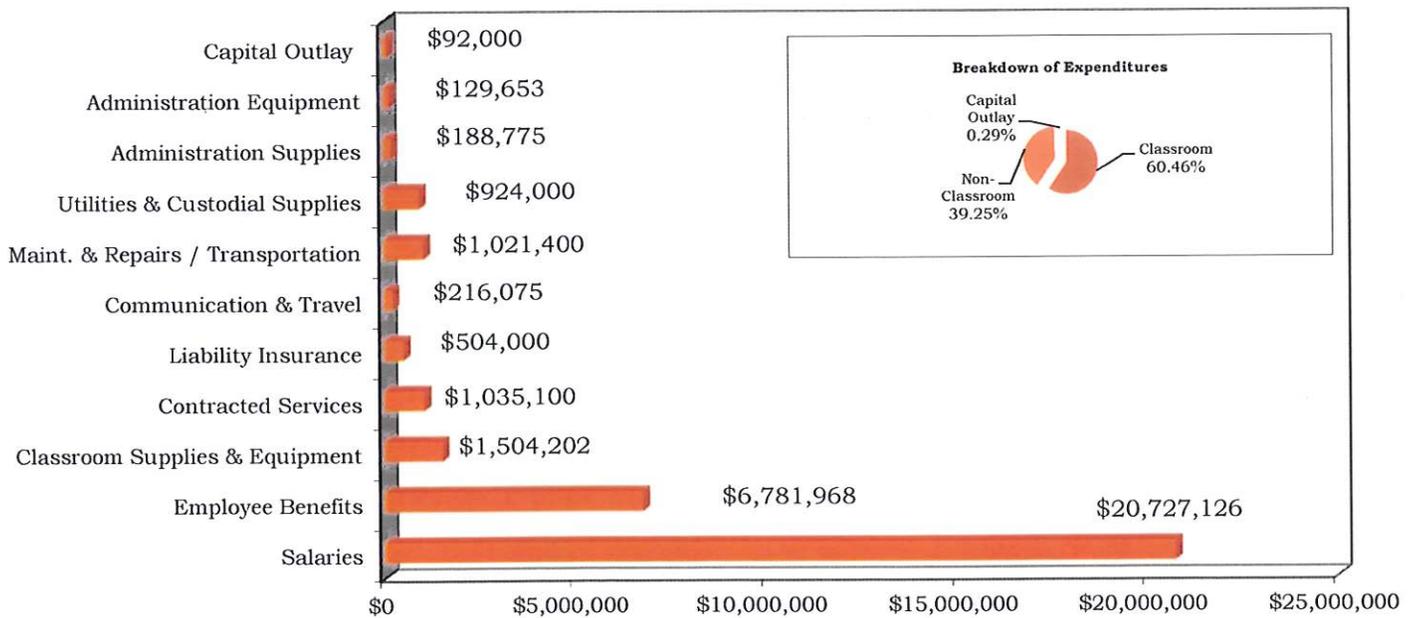
Delete 4 FT Niswonger Project on Track Teachers  
 Move 3.5 TN All Corps Teachers from FP to GP and Delete .5 TN All Corp Teacher - ESSER  
 Move 1 TAD Class Size Reduction Teacher from FP (ESSER) to GP  
 Delete 1 FP EHS Class Size Reduction Teacher (ESSER)  
 Delete 1 PT FP ESSER Grant Manager  
 Move .5 Social Worker from FP (ESSER) to GP  
 Move 1 Guidance Counselor from FP (ESSER) to GP  
 Move 1 Career Advisor from FP (ESSER) to GP  
 Delete 1 Career Advisor FP (ESSER)  
 Move 1 EHS Math Teacher from FP (ESSER) to GP  
 Delete 1 EHS Math Instructional Assistant  
 Add 1 School Psychologist  
 Reduce SPED Coach from FT to PT  
 Delete 3 PT Lunchroom Monitor Positions  
 Move 3 FT and 3 PT TN All Corps Instructional Assistant Positions from FP (ESSER) & Delete 5.99 TAC  
 Move 3 PT Preschool Assistants from FP (IDEA) to GP (State Preschool Grant)  
 Add 2 PT Preschool Assistants to GP (State Preschool Grant)  
 Combine one FT WELC Educational Assistant and PT WELC Secretary in GP (.67 Reduction)  
 Move 1 Instructional Computer Personnel from FP (ESSER) to GP  
 Move 1 Implementation Coach from FP (ESSER) to GP

# GENERAL PURPOSE FUND 2024-2025

## ESTIMATED REVENUES - \$33,124,299



## ESTIMATED EXPENDITURES - \$33,124,299



**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2024-2025**

		<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
<b>ESTIMATED REVENUES AND OTHER SOURCES</b>				
40000	Local Taxes	\$ 7,588,701	\$ 8,065,500	\$ 8,200,750
41000	Licenses & Permits	\$ 630	\$ 600	\$ 650
43000	Charges for Current Services	\$ 643,248	\$ 598,895	\$ 613,725
44000	Other Local Revenues	\$ 349,776	\$ 409,150	\$ 122,000
46500	State Education Funds	\$ 17,351,138	\$ 20,699,671	\$ 21,582,932
46800	Other State Revenues	\$ 224,982	\$ 113,000	\$ 113,000
47500	Other Federal Through State	\$ 64,842	\$ 64,842	\$ 64,842
48000	Other Governments and Citizens Groups	\$ 31,459	\$ 26,400	\$ 26,400
49000	Other Sources (Non-Revenue)	<u>\$ 2,629,189</u>	<u>\$ 2,400,000</u>	<u>\$ 2,400,000</u>
	<b>TOTAL ESTIMATED REVENUES AND OTHER SOURCES</b>	<b><u>\$ 28,883,965</u></b>	<b><u>\$ 32,378,058</u></b>	<b><u>\$ 33,124,299</u></b>
<b>ESTIMATED RESERVES</b>				
34000	Beginning Reserves to be Used for Specific Projects	\$ 147,628	\$ 1,350,000	\$ -
	<b>TOTAL ESTIMATED RESERVES</b>	<b><u>\$ 147,628</u></b>	<b><u>\$ 1,350,000</u></b>	<b><u>\$ -</u></b>
	<b>TOTAL AVAILABLE FUNDS</b>	<b><u>\$ 29,031,593</u></b>	<b><u>\$ 33,728,058</u></b>	<b><u>\$ 33,124,299</u></b>
<b>ESTIMATED EXPENDITURES</b>				
<b>INSTRUCTION</b>				
71100	Regular Instruction Program	\$ 12,490,038	\$ 13,283,238	\$ 14,885,198
71200	Special Education Program	\$ 2,228,894	\$ 2,545,330	\$ 2,701,461
71300	Vocational Education Program	\$ 1,255,181	\$ 1,696,515	\$ 1,667,157
71400	Student Body Education Program	<u>\$ 425,614</u>	<u>\$ 484,621</u>	<u>\$ 465,830</u>
	<b>TOTAL INSTRUCTION</b>	<b><u>\$ 16,399,727</u></b>	<b><u>\$ 18,009,704</u></b>	<b><u>\$ 19,719,646</u></b>
<b>SUPPORT SERVICES</b>				
72100	Students	\$ 1,513,580	\$ 1,305,700	\$ 1,776,437
72200	Instructional Support	\$ 2,259,277	\$ 2,655,685	\$ 3,111,722
72300	General Administration	\$ 958,039	\$ 1,017,832	\$ 1,087,610
72400	School Administration - Office of Principal	\$ 1,766,099	\$ 1,867,100	\$ 1,954,133
72500	Business Administration	\$ 388,878	\$ 418,300	\$ 439,279
72600	Operation and Maintenance of Plant	\$ 3,103,576	\$ 3,386,565	\$ 3,420,181
72700	Student Transportation	<u>\$ 640,923</u>	<u>\$ 836,308</u>	<u>\$ 841,451</u>
	<b>TOTAL SUPPORT SERVICES</b>	<b><u>\$ 10,630,371</u></b>	<b><u>\$ 11,487,490</u></b>	<b><u>\$ 12,630,813</u></b>
<b>NON-INSTRUCTIONAL SERVICES</b>				
73100	School Food Service	\$ 33,402	\$ 41,395	\$ 42,705
73300	Community Services	\$ 260,048	\$ 227,975	\$ 227,975
73400	Early Childhood Education	\$ 406,125	\$ 411,160	\$ 411,160
76100	Regular Capital Outlay	\$ 527,560	\$ 2,900,000	\$ 92,000
99100	Operating Transfers	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	<b>NON-INSTRUCTIONAL SERVICES</b>	<b><u>\$ 1,227,134</u></b>	<b><u>\$ 3,580,530</u></b>	<b><u>\$ 773,840</u></b>
	<b>TOTAL EXPENDITURES</b>	<b><u>\$ 28,257,232</u></b>	<b><u>\$ 33,077,724</u></b>	<b><u>\$ 33,124,299</u></b>
	<b>ESTIMATED REVENUE &amp; RESERVES OVER EXPENDITURES</b>	<b><u>\$ 774,361</u></b>	<b><u>\$ 650,334</u></b>	<b><u>\$ -</u></b>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2024-2025**

		<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
<b>ESTIMATED REVENUES</b>				
LOCAL TAXES / LICENSES				
40110	Current Property Tax	\$ 3,449,473	\$ 3,600,000	\$ 3,675,000
40120	Trustee's Collections - Prior Year	\$ 108,593	\$ 98,000	\$ 100,000
40130	Clerk & Master - Prior Year	\$ 15,563	\$ 20,000	\$ 23,000
40140	Interest & Penalty	\$ 25,107	\$ 25,000	\$ 27,000
40162	Payments in Lieu of Taxes - Utilities	\$ 60,955	\$ 60,000	\$ 61,000
40163	Payments in Lieu of Taxes - Other	\$ 1,341	\$ 1,500	\$ 2,000
40210	Local Option Sales Tax	\$ 3,874,504	\$ 4,200,000	\$ 4,250,000
40275	Mixed Drink Tax	\$ 22,500	\$ 22,500	\$ 24,000
40320	Bank Excise Tax	\$ 30,665	\$ 38,500	\$ 38,750
41110	Marriage Licenses	\$ 630	\$ 600	\$ 650
	TOTAL LOCAL TAXES / LICENSES	<u>\$ 7,589,330</u>	<u>\$ 8,066,100</u>	<u>\$ 8,201,400</u>
CHARGES FOR CURRENT SERVICES				
43511	Tuition - Regular	\$ 372,628	\$ 380,000	\$ 385,000
43513	Tuition - Summer School	\$ -	\$ 500	\$ 750
43517	Tuition - Other	<u>\$ 270,620</u>	<u>\$ 218,395</u>	<u>\$ 227,975</u>
	TOTAL CHARGES FOR CURRENT SERVICES	<u>\$ 643,248</u>	<u>\$ 598,895</u>	<u>\$ 613,725</u>
OTHER LOCAL REVENUE				
44110	Interest Earned	\$ 121,810	\$ 125,000	\$ 120,000
44120	Lease / Rentals	\$ 100	\$ 150	\$ 1,000
44990	Other Local Revenue	<u>\$ 227,866</u>	<u>\$ 284,000</u>	<u>\$ 1,000</u>
	TOTAL OTHER LOCAL REVENUE	<u>\$ 349,776</u>	<u>\$ 409,150</u>	<u>\$ 122,000</u>
STATE EDUCATION FUNDS				
46510	TISA Funding	\$ -	\$ 19,447,980	\$ 20,592,093
46511	Basic Education Program	\$ 16,521,094	\$ -	\$ -
46515	Early Childhood Education	\$ 406,125	\$ 411,160	\$ 411,160
46550	Driver Education	\$ 7,305	\$ 8,500	\$ 6,500
46590	Other State Education Funds	\$ 318,126	\$ 232,876	\$ 232,876
46610	Career Ladder	\$ 29,651	\$ 24,155	\$ 22,806
46790	ISM - CTE Grant	<u>\$ 68,838</u>	<u>\$ 575,000</u>	<u>\$ 317,497</u>
	TOTAL STATE EDUCATION FUNDS	<u>\$ 17,351,138</u>	<u>\$ 20,699,671</u>	<u>\$ 21,582,932</u>
OTHER STATE REVENUES				
46980	Other State Grants	\$ 111,982	\$ -	\$ -
46990	Other State Revenue	<u>\$ 113,000</u>	<u>\$ 113,000</u>	<u>\$ 113,000</u>
	TOTAL OTHER STATE REVENUES	<u>\$ 224,982</u>	<u>\$ 113,000</u>	<u>\$ 113,000</u>
FEDERAL THROUGH STATE				
47590	Other Federal Through State	<u>\$ 64,842</u>	<u>\$ 64,842</u>	<u>\$ 64,842</u>
	TOTAL FEDERAL THROUGH STATE	<u>\$ 64,842</u>	<u>\$ 64,842</u>	<u>\$ 64,842</u>
OTHER GOVERNMENTS & CITIZEN GROUPS				
48610	Donations	\$ 31,459	\$ 26,400	\$ 26,400
	TOTAL OTHER GOVERNMENTS & CITIZEN GROUPS	<u>\$ 31,459</u>	<u>\$ 26,400</u>	<u>\$ 26,400</u>
OTHER SOURCES				
49100	Proceeds from Bonds	\$ -	\$ -	\$ -
49800	Transfers In	\$ 960	\$ -	\$ -
49800	City - Excess Sales Tax	\$ 228,229	\$ -	\$ -
49810	City General Funds Transfers	<u>\$ 2,400,000</u>	<u>\$ 2,400,000</u>	<u>\$ 2,400,000</u>
	TOTAL OTHER SOURCES	<u>\$ 2,629,189</u>	<u>\$ 2,400,000</u>	<u>\$ 2,400,000</u>
	<b>TOTAL REVENUES AND OTHER SOURCES</b>	<u>\$ 28,883,965</u>	<u>\$ 32,378,058</u>	<u>\$ 33,124,299</u>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2024-2025**

		<u>ACTUAL</u> 2022-2023	<u>PROJECTED</u> 2023-2024	<u>ESTIMATED</u> 2024-2025
<b>ESTIMATED EXPENDITURES</b>				
<u>INSTRUCTIONAL</u>				
71100	REGULAR EDUCATION PROGRAM			
116	Teachers	\$ 8,347,539	\$ 8,942,500	\$ 9,443,500
117	Career Ladder	\$ 15,500	\$ 12,000	\$ 12,000
128	Homebound Teachers	\$ 27,086	\$ 25,000	\$ 32,300
163	Educational Assistants	\$ 253,469	\$ 284,553	\$ 293,432
189	Other Salaries & Wages	\$ 285,042	\$ 357,790	\$ 691,600
195	Certified Substitute Teachers	\$ 17,232	\$ 9,500	\$ 15,000
198	Non-Certified Substitute Teachers	\$ 76,369	\$ 75,000	\$ 85,000
201	Social Security	\$ 534,033	\$ 599,962	\$ 662,649
204	State Retirement	\$ 699,798	\$ 562,075	\$ 685,569
206	Life Insurance	\$ 13,865	\$ 14,705	\$ 15,090
207	Medical Insurance	\$ 1,407,264	\$ 1,500,000	\$ 1,610,684
208	Dental Insurance	\$ 51,952	\$ 52,700	\$ 55,195
212	Employer Medicare	\$ 125,056	\$ 130,000	\$ 152,958
215	On-Behalf Payments for OPEB	\$ 68,200	\$ 68,200	\$ 68,200
217	TCRS-SRT	\$ 82,706	\$ 62,000	\$ 72,214
399	Other Contracted Services	\$ 28,156	\$ 35,000	\$ 40,000
429	Instructional Supplies	\$ 200,619	\$ 220,000	\$ 246,952
449	Textbooks	\$ 180,921	\$ 175,000	\$ 512,735
471	Software	\$ -	\$ -	\$ -
499	Other Supplies & Materials	\$ 71,832	\$ 125,000	\$ 190,120
711	Furniture & Fixtures	\$ -	\$ 11,990	\$ -
722	Regular Instructional Equipment	\$ 3,398	\$ 20,263	\$ -
	TOTAL REGULAR EDUCATION PROGRAM	\$ 12,490,038	\$ 13,283,238	\$ 14,885,198
71200	SPECIAL EDUCATION PROGRAM			
116	Teachers	\$ 1,024,056	\$ 1,155,775	\$ 1,225,000
117	Career Ladder	\$ 1,000	\$ 1,000	\$ 1,000
128	Homebound Teachers	\$ -	\$ 3,500	\$ 5,000
163	Educational Assistants	\$ 364,649	\$ 490,000	\$ 500,000
171	Speech Pathologists	\$ 182,969	\$ 197,550	\$ 207,825
195	Certified Substitute Teachers	\$ 3,117	\$ 950	\$ 2,500
198	Non-Certified Substitute Teachers	\$ 9,209	\$ 12,000	\$ 15,000
201	Social Security	\$ 97,607	\$ 112,500	\$ 119,252
204	State Retirement	\$ 128,087	\$ 126,440	\$ 128,189
206	Life Insurance	\$ 2,579	\$ 2,680	\$ 2,680
207	Medical Insurance	\$ 282,972	\$ 288,110	\$ 315,000
208	Dental Insurance	\$ 11,311	\$ 11,475	\$ 12,615
212	Employer Medicare	\$ 22,288	\$ 26,000	\$ 27,500
215	On-Behalf Payments for OPEB	\$ 16,500	\$ 16,500	\$ 16,500
217	TCRS-SRT	\$ 13,070	\$ 10,600	\$ 10,400
310	Contracts with Public Agencies	\$ 10,256	\$ 14,750	\$ 15,000
312	Contracts with Private Agencies	\$ 52,045	\$ 50,000	\$ 65,000
429	Instructional Supplies	\$ -	\$ 17,500	\$ 20,000
499	Other Supplies & Materials	\$ 5,077	\$ 3,000	\$ 3,000
725	Special Education Equipment	\$ 2,104	\$ 5,000	\$ 10,000
	TOTAL SPECIAL EDUCATION PROGRAM	\$ 2,228,894	\$ 2,545,330	\$ 2,701,461

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2024-2025**

	<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
71300 VOCATIONAL EDUCATION PROGRAM			
116 Teachers	\$ 807,888	\$ 1,136,000	\$ 1,185,550
189 Other Salaries & Wages	\$ 18,423	\$ 20,000	\$ 20,000
195 Certified Substitute Teachers	\$ 3,528	\$ 2,500	\$ 2,500
198 Non-Certified Substitute Teachers	\$ 14,040	\$ 12,500	\$ 15,000
201 Social Security	\$ 48,270	\$ 68,000	\$ 74,492
204 State Retirement	\$ 58,669	\$ 72,000	\$ 76,904
206 Life Insurance	\$ 1,251	\$ 1,620	\$ 1,734
207 Medical Insurance	\$ 131,013	\$ 175,000	\$ 193,789
208 Dental Insurance	\$ 4,269	\$ 5,245	\$ 6,553
212 Employer Medicare	\$ 11,321	\$ 15,900	\$ 17,410
215 On-Behalf Payments for OPEB	\$ 5,900	\$ 5,900	\$ 5,900
217 TCRS-SRT	\$ 10,480	\$ 9,000	\$ 8,825
336 Maintenance & Repair - Equipment	\$ 2,530	\$ 8,000	\$ 2,500
429 Instructional Supplies	\$ 34,662	\$ 3,850	\$ 40,000
499 Other Supplies & Materials	\$ 9,776	\$ -	\$ -
599 Other Charges	\$ 983	\$ 1,000	\$ 16,000
730 Vocational Education Equipment	\$ 92,180	\$ 160,000	\$ -
TOTAL VOCATIONAL EDUCATION PROGRAM	\$ 1,255,181	\$ 1,696,515	\$ 1,667,157
71400 STUDENT BODY EDUCATION PROGRAM			
189 Other Salaries & Wages	\$ 343,823	\$ 358,635	\$ 374,940
201 Social Security	\$ 20,767	\$ 20,000	\$ 22,000
204 State Retirement	\$ 19,925	\$ 23,535	\$ 28,700
206 Life Insurance	\$ 45	\$ 45	\$ 45
207 Medical Insurance	\$ 7,032	\$ 7,900	\$ 8,200
208 Dental Insurance	\$ 307	\$ 306	\$ 315
212 Employer Medicare	\$ 4,861	\$ 4,700	\$ 5,130
217 TCRS-SRT	\$ 2,589	\$ 5,000	\$ 7,000
499 Other Supplies & Materials	\$ 4,400	\$ 18,500	\$ 5,500
599 Other Charges	\$ 11,500	\$ 14,000	\$ 14,000
790 Other Equipment	\$ 10,365	\$ 32,000	\$ -
TOTAL STUDENT BODY EDUCATION PROGRAM	\$ 425,614	\$ 484,621	\$ 465,830
TOTAL INSTRUCTIONAL EXPENDITURES	\$ 16,399,727	\$ 18,009,704	\$ 19,719,646
<u>SUPPORT SERVICES - STUDENTS</u>			
72110 ATTENDANCE			
105 Supervisor	\$ 1,500	\$ 1,500	\$ 1,500
161 Secretary	\$ 48,360	\$ 50,795	\$ 53,100
201 Social Security	\$ 3,073	\$ 3,200	\$ 3,385
204 State Retirement	\$ 5,988	\$ 6,430	\$ 6,665
206 Life Insurance	\$ 45	\$ 45	\$ 45
207 Medical Insurance	\$ 7,782	\$ 8,275	\$ 8,000
208 Dental Insurance	\$ 307	\$ 315	\$ 315
212 Employer Medicare	\$ 719	\$ 750	\$ 790
355 Travel	\$ 4,061	\$ 3,500	\$ 3,500
399 Other Contracted Services	\$ 23,210	\$ 25,000	\$ 30,000
499 Other Supplies & Materials	\$ 1,783	\$ 5,000	\$ 7,000
TOTAL ATTENDANCE	\$ 96,828	\$ 104,810	\$ 114,300

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2024-2025**

	<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
72120 HEALTH SERVICES			
105 Supervisor	\$ 50,119	\$ 50,645	\$ 29,405
131 Medical Personnel	\$ 217,071	\$ 223,785	\$ 245,105
161 Secretary	\$ -	\$ -	\$ 36,930
201 Social Security	\$ 15,669	\$ 17,573	\$ 19,008
204 State Retirement	\$ 29,873	\$ 24,117	\$ 25,572
206 Life Insurance	\$ 450	\$ 450	\$ 495
207 Medical Insurance	\$ 81,390	\$ 86,545	\$ 97,580
208 Dental Insurance	\$ 3,067	\$ 3,210	\$ 3,525
212 Employer Medicare	\$ 3,665	\$ 4,125	\$ 4,432
355 Travel	\$ 491	\$ 750	\$ 750
499 Other Supplies & Materials	\$ 18,168	\$ 11,000	\$ 11,000
524 In-service / Staff Development	\$ 4,623	\$ 2,000	\$ 1,500
599 Other Charges	\$ 323	\$ 750	\$ 750
TOTAL HEALTH SERVICES	<u>\$ 424,909</u>	<u>\$ 424,950</u>	<u>\$ 476,052</u>
72130 OTHER STUDENT SUPPORT			
117 Career Ladder Program	\$ 1,000	\$ 1,000	\$ -
123 Guidance Personnel	\$ 521,905	\$ 383,780	\$ 538,800
130 Social Worker	\$ -	\$ -	\$ 29,405
161 Secretary(s)	\$ 102,574	\$ 107,800	\$ 112,700
189 Other Salaries and Wages	\$ -	\$ -	\$ -
201 Social Security	\$ 37,111	\$ 30,650	\$ 42,120
204 State Retirement	\$ 54,468	\$ 52,000	\$ 43,460
206 Life Insurance	\$ 963	\$ 810	\$ 900
207 Medical Insurance	\$ 108,179	\$ 90,850	\$ 101,000
208 Dental Insurance	\$ 3,987	\$ 3,150	\$ 3,375
212 Employer Medicare	\$ 8,679	\$ 7,200	\$ 9,855
215 On-Behalf Payments for OPEB	\$ 5,700	\$ 5,700	\$ 5,700
217 TCRS-SRT	\$ 6,078	\$ 5,500	\$ 5,770
309 Contracts with Government Agencies	\$ 107,837	\$ -	\$ -
322 Evaluation & Testing	\$ 9,580	\$ 20,000	\$ 37,000
399 Other Contracted Services	\$ 17,700	\$ 55,000	\$ 123,000
524 In-service / Staff Development	\$ -	\$ 5,500	\$ 4,000
599 Other Charges	\$ 6,081	\$ 7,000	\$ 9,000
730 Vocational Instructional Equipment	\$ -	\$ -	\$ 120,000
TOTAL OTHER STUDENT SUPPORT	<u>\$ 991,843</u>	<u>\$ 775,940</u>	<u>\$ 1,186,085</u>
TOTAL SUPPORT SERVICES - STUDENTS	<u>\$ 1,513,580</u>	<u>\$ 1,305,700</u>	<u>\$ 1,776,437</u>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2024-2025**

		<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
<u>SUPPORT SERVICES - INSTRUCTIONAL STAFF</u>				
72210	REGULAR EDUCATION - SUPPORT			
105	Supervisor / Director	\$ 265,492	\$ 308,605	\$ 322,000
117	Career Ladder Program	\$ 4,000	\$ 4,000	\$ 4,000
129	Librarians	\$ 296,359	\$ 315,450	\$ 335,600
161	Secretary(s)	\$ 47,988	\$ 50,795	\$ 53,100
163	Library Assistants	\$ 24,152	\$ 26,585	\$ 28,310
189	Other Salaries & Wages	\$ 100,311	\$ 98,040	\$ 160,248
201	Social Security	\$ 43,566	\$ 48,500	\$ 54,995
204	State Retirement	\$ 63,048	\$ 58,000	\$ 64,210
206	Life Insurance	\$ 751	\$ 795	\$ 885
207	Medical Insurance	\$ 86,185	\$ 107,000	\$ 119,300
208	Dental Insurance	\$ 3,194	\$ 8,450	\$ 9,190
212	Employer Medicare	\$ 10,190	\$ 11,250	\$ 13,528
215	On-Behalf Payments for OPEB	\$ 5,500	\$ 5,500	\$ 5,500
217	TCRS-SRT	\$ 3,159	\$ 3,370	\$ 2,500
336	Maintenance & Repair Services - Equipment	\$ 13,400	\$ 13,400	\$ 13,400
355	Travel	\$ 1,195	\$ 2,000	\$ 1,000
399	Other Contracted Services	\$ 25,095	\$ 45,000	\$ 45,000
432	Library Books / Media	\$ 41,000	\$ 41,000	\$ 41,000
499	Other Supplies & Materials	\$ 11,623	\$ 55,000	\$ 4,800
524	In-service / Staff Development	\$ 21,369	\$ 22,000	\$ 61,975
599	Other Charges	\$ 15,821	\$ 16,000	\$ 17,000
790	Other Equipment	\$ -	\$ -	\$ -
	TOTAL REGULAR EDUCATION - SUPPORT	\$ 1,083,397	\$ 1,240,740	\$ 1,357,541
72220	SPECIAL EDUCATION - SUPPORT			
105	Supervisor / Director	\$ 80,504	\$ 73,000	\$ 71,675
124	Psychologist	\$ -	\$ -	\$ 85,085
161	Secretary(s)	\$ 19,705	\$ 25,400	\$ 25,480
189	Other Salaries & Wages	\$ 35,721	\$ 48,720	\$ 26,545
201	Social Security	\$ 8,141	\$ 8,600	\$ 11,360
204	State Retirement	\$ 12,490	\$ 11,200	\$ 13,585
206	Life Insurance	\$ 169	\$ 170	\$ 260
207	Medical Insurance	\$ 26,355	\$ 26,000	\$ 50,300
208	Dental Insurance	\$ 902	\$ 930	\$ 1,890
212	Employer Medicare	\$ 1,904	\$ 2,000	\$ 3,030
215	On-Behalf Payments for OPEB	\$ 800	\$ 800	\$ 800
312	Contracts with Private Agencies	\$ 157,570	\$ 175,000	\$ 200,000
336	Maintenance & Repair Services - Equipment	\$ 675	\$ 750	\$ 1,000
355	Travel	\$ 1,256	\$ 1,500	\$ 2,500
367	Maintenance Services - Records	\$ -	\$ 1,500	\$ 2,500
524	In-service / Staff Development	\$ 7,703	\$ 14,500	\$ 15,000
	TOTAL SPECIAL EDUCATION - SUPPORT	\$ 353,896	\$ 390,070	\$ 511,010
72230	VOCATIONAL EDUCATION - SUPPORT			
105	Supervisor / Director	\$ 89,424	\$ 97,100	\$ 101,525
117	Career Ladder Program	\$ 1,000	\$ 1,000	\$ 1,000
161	Secretary(s)	\$ 26,040	\$ 27,335	\$ 28,600
201	Social Security	\$ 6,423	\$ 7,762	\$ 8,122
204	State Retirement	\$ 11,074	\$ 9,818	\$ 10,514
206	Life Insurance	\$ 135	\$ 135	\$ 135
207	Medical Insurance	\$ 18,396	\$ 19,600	\$ 28,375
208	Dental Insurance	\$ 613	\$ 630	\$ 945
212	Employer Medicare	\$ 1,502	\$ 1,815	\$ 1,895
524	In-service / Staff Development	\$ 4,622	\$ 3,700	\$ 8,500
790	Other Equipment	\$ -	\$ 10,000	\$ -
	TOTAL VOCATIONAL EDUCATION - SUPPORT	\$ 159,229	\$ 178,895	\$ 189,611

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2024-2025**

	<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
72250 TECHNOLOGY SERVICES - SUPPORT			
105 Supervisor / Director	\$ 44,855	\$ 69,500	\$ 77,605
121 Data Processing Personnel	\$ 205,396	\$ 222,810	\$ 232,800
138 Instructional Computer Personnel	\$ -	\$ -	\$ 132,635
201 Social Security	\$ 15,334	\$ 16,700	\$ 27,460
204 State Retirement	\$ 30,304	\$ 33,445	\$ 47,180
206 Life Insurance	\$ 221	\$ 225	\$ 450
207 Medical Insurance	\$ 33,431	\$ 39,000	\$ 58,000
208 Dental Insurance	\$ 1,329	\$ 1,400	\$ 2,205
212 Employer Medicare	\$ 3,586	\$ 3,900	\$ 6,415
217 TCRS-SRT	\$ -	\$ -	\$ 1,310
336 Maintenance & Repair - Equipment	\$ 38,433	\$ 58,000	\$ 58,000
350 Internet Connectivity	\$ 156,360	\$ 155,000	\$ 155,000
355 Travel	\$ 3,000	\$ 3,000	\$ 3,000
399 Other Contracted Services	\$ 3,715	\$ 10,000	\$ 15,000
411 Data Processing Supplies	\$ 17,229	\$ 16,000	\$ 16,000
524 In-service / Staff Development	\$ 2,000	\$ 2,000	\$ 2,000
709 Data Processing Equipment	\$ 107,563	\$ 215,000	\$ 218,500
	<u>\$ 662,755</u>	<u>\$ 845,980</u>	<u>\$ 1,053,560</u>
TOTAL TECHNOLOGY SERVICES - SUPPORT			
TOTAL FOR SUPPORT - INSTRUCTIONAL STAFF	<u>\$ 2,259,277</u>	<u>\$ 2,655,685</u>	<u>\$ 3,111,722</u>
<u>GENERAL ADMINISTRATION</u>			
72310 BOARD OF EDUCATION SERVICES			
118 Secretary to the Board	\$ 3,000	\$ 3,000	\$ 3,000
189 Other Salaries & Wages	\$ 53,680	\$ 56,114	\$ 58,425
201 Social Security	\$ 3,200	\$ 3,300	\$ 3,805
204 State Retirement	\$ 6,878	\$ 6,685	\$ 7,590
206 Life Insurance	\$ 45	\$ 45	\$ 45
207 Medical Insurance	\$ 8,915	\$ 9,375	\$ 9,750
208 Dental Insurance	\$ 307	\$ 315	\$ 315
210 Unemployment Compensation	\$ 2,234	\$ 5,000	\$ 10,000
212 Employer Medicare	\$ 748	\$ 780	\$ 885
305 Audit Services	\$ 36,500	\$ 38,250	\$ 40,600
320 Dues & Memberships	\$ 16,354	\$ 16,595	\$ 18,000
331 Legal Services	\$ 16,642	\$ 20,000	\$ 25,000
399 Other Contracted Services	\$ 6,500	\$ 5,500	\$ 3,000
506 Liability Insurance	\$ 61,692	\$ 68,170	\$ 75,000
510 Trustee Commissions	\$ 112,107	\$ 125,000	\$ 130,000
513 Workmen's Compensation Insurance	\$ 166,010	\$ 199,375	\$ 210,000
524 In-service / Staff Development	\$ 10,960	\$ 14,000	\$ 12,500
599 Other Charges	\$ 28,596	\$ 20,000	\$ 30,000
	<u>\$ 534,367</u>	<u>\$ 591,504</u>	<u>\$ 637,915</u>
TOTAL BOARD OF EDUCATION SERVICES			

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2024-2025**

		<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
72320	OFFICE OF THE SUPERINTENDENT			
101	Administrative Officer (Director of Schools)	\$ 133,784	\$ 137,810	\$ 144,145
117	Career Ladder Program	\$ 1,000	\$ -	\$ -
161	Secretary	\$ 50,307	\$ 50,795	\$ 53,100
162	Receptionist	\$ 30,336	\$ 34,945	\$ 36,695
189	Other Salaries & Wages	\$ 5,400	\$ 5,400	\$ 5,400
201	Social Security	\$ 12,855	\$ 14,200	\$ 14,835
204	State Retirement	\$ 21,948	\$ 20,500	\$ 20,610
206	Life Insurance	\$ 180	\$ 180	\$ 180
207	Medical Insurance	\$ 30,853	\$ 34,450	\$ 35,500
208	Dental Insurance	\$ 869	\$ 1,260	\$ 1,260
212	Employer Medicare	\$ 3,006	\$ 3,350	\$ 3,470
302	Advertising	\$ 4,800	\$ 5,000	\$ 6,000
307	Communication	\$ 84,169	\$ 70,000	\$ 70,000
320	Dues & Memberships	\$ -	\$ 2,688	\$ 3,500
348	Postal Charges	\$ 2,149	\$ 3,000	\$ 3,000
349	Printing	\$ 718	\$ 750	\$ 1,500
355	Travel	\$ -	\$ 1,000	\$ 500
399	Other Contracted Services	\$ 14,911	\$ 15,000	\$ 20,000
435	Office Supplies	\$ 1,350	\$ 4,500	\$ 4,500
524	In-service / Staff Development	\$ 2,477	\$ 6,500	\$ 7,500
599	Other Charges	\$ 22,559	\$ 15,000	\$ 18,000
	<b>TOTAL OFFICE OF THE SUPERINTENDENT</b>	<b>\$ 423,671</b>	<b>\$ 426,328</b>	<b>\$ 449,695</b>
	<b>TOTAL GENERAL ADMINISTRATION</b>	<b>\$ 958,039</b>	<b>\$ 1,017,832</b>	<b>\$ 1,087,610</b>

SCHOOL ADMINISTRATION

72410	OFFICE OF THE PRINCIPAL			
104	Principals	\$ 480,634	\$ 528,400	\$ 558,675
117	Career Ladder Program	\$ 3,000	\$ 2,000	\$ 2,000
139	Assistant Principals	\$ 414,852	\$ 442,050	\$ 468,230
161	Secretary(s)	\$ 179,455	\$ 187,285	\$ 197,590
162	Clerical Personnel	\$ 71,100	\$ 74,680	\$ 75,680
189	Other Salaries & Wages	\$ 156,013	\$ 165,135	\$ 168,005
201	Social Security	\$ 76,298	\$ 88,000	\$ 91,260
204	State Retirement	\$ 121,911	\$ 111,000	\$ 110,559
206	Life Insurance	\$ 1,553	\$ 1,575	\$ 1,575
207	Medical Insurance	\$ 203,999	\$ 208,200	\$ 216,200
208	Dental Insurance	\$ 7,182	\$ 7,350	\$ 7,415
212	Employer Medicare	\$ 17,844	\$ 20,000	\$ 21,319
215	On-Behalf Payments for OPEB	\$ 10,400	\$ 10,400	\$ 10,400
217	TCRS-SRT	\$ 2,075	\$ -	\$ -
355	Travel	\$ 1,878	\$ 1,800	\$ 3,000
435	Office Supplies	\$ 17,220	\$ 17,225	\$ 17,225
524	In-service / Staff Development	\$ 685	\$ 2,000	\$ 5,000
	<b>TOTAL OFFICE OF THE PRINCIPAL</b>	<b>\$ 1,766,099</b>	<b>\$ 1,867,100</b>	<b>\$ 1,954,133</b>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2024-2025**

		<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
<u>BUSINESS ADMINISTRATION</u>				
72510	FISCAL SERVICES			
105	Supervisor / Director	\$ 95,761	\$ 102,485	\$ 106,970
119	Accountants	\$ 96,720	\$ 101,590	\$ 106,175
161	Secretary - Insurance Administrator	\$ 48,360	\$ 50,795	\$ 53,100
162	Clerical Personnel	\$ 20,800	\$ 21,840	\$ 22,935
201	Social Security	\$ 15,780	\$ 17,000	\$ 17,920
204	State Retirement	\$ 31,705	\$ 34,175	\$ 35,720
206	Life Insurance	\$ 248	\$ 250	\$ 250
207	Medical Insurance	\$ 35,917	\$ 45,450	\$ 46,954
208	Dental Insurance	\$ 1,380	\$ 1,715	\$ 1,715
212	Employer Medicare	\$ 3,690	\$ 4,000	\$ 4,190
317	Data Processing Services	\$ 31,789	\$ 32,000	\$ 32,000
320	Dues & Memberships	\$ -	\$ -	\$ 100
355	Travel	\$ -	\$ -	\$ 250
435	Office Supplies	\$ 6,328	\$ 5,500	\$ 5,500
524	In-service / Staff Development	\$ 400	\$ 1,500	\$ 5,500
	TOTAL FISCAL SERVICES	\$ 388,878	\$ 418,300	\$ 439,279
<u>OPERATION AND MAINTENANCE OF PLANT</u>				
72610	OPERATION OF PLANT			
166	Custodial Personnel	\$ 548,894	\$ 611,584	\$ 633,584
201	Social Security	\$ 33,639	\$ 37,222	\$ 39,222
204	State Retirement	\$ 64,929	\$ 75,973	\$ 76,393
206	Life Insurance	\$ 846	\$ 900	\$ 900
207	Medical Insurance	\$ 145,986	\$ 162,850	\$ 184,750
208	Dental Insurance	\$ 5,725	\$ 6,330	\$ 6,960
212	Employer Medicare	\$ 7,867	\$ 8,852	\$ 9,152
399	Other Contracted Services	\$ 60,690	\$ 64,000	\$ 65,000
410	Custodial Supplies	\$ 78,861	\$ 107,000	\$ 114,000
415	Electricity	\$ 559,200	\$ 560,000	\$ 590,000
434	Natural Gas	\$ 101,712	\$ 100,000	\$ 110,000
454	Water & Sewer	\$ 90,513	\$ 88,000	\$ 100,000
501	Boiler Insurance	\$ 3,107	\$ 3,309	\$ 4,000
502	Building & Contents Insurance	\$ 144,027	\$ 171,000	\$ 175,000
599	Other Charges	\$ 671	\$ 6,000	\$ 10,000
720	Plant Operation Equipment	\$ -	\$ -	\$ -
	TOTAL OPERATION OF PLANT	\$ 1,846,670	\$ 2,003,020	\$ 2,118,961

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2024-2025**

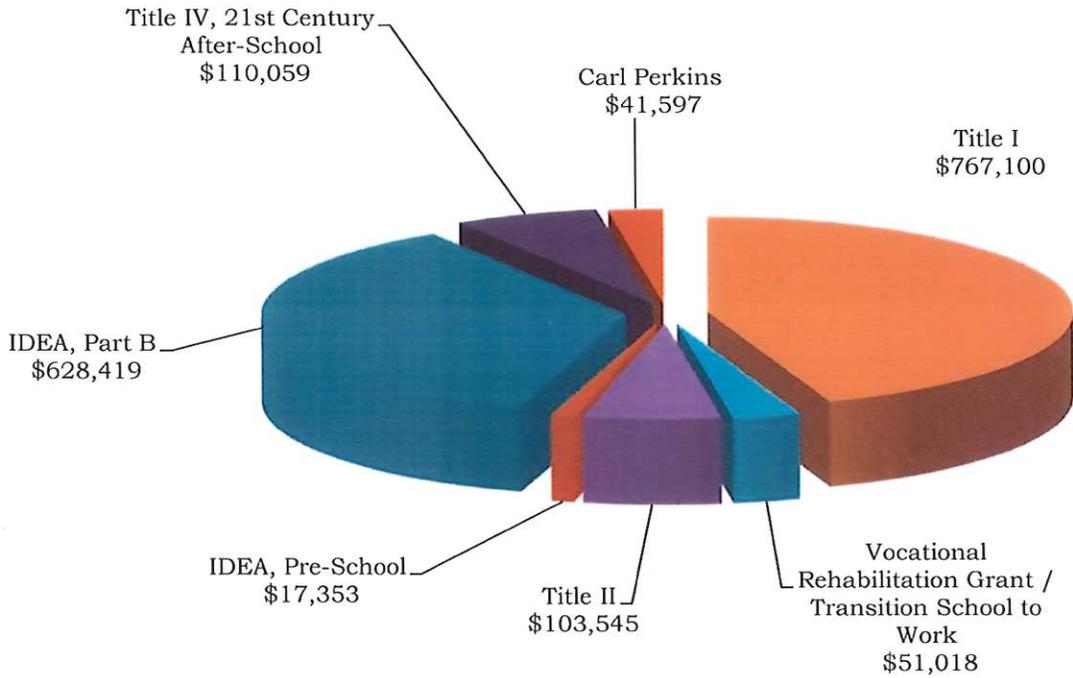
		<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
72620	MAINTENANCE OF PLANT			
105	Supervisor / Director	\$ 44,855	\$ 8,925	\$ -
167	Maintenance Personnel	\$ 258,724	\$ 355,050	\$ 371,300
201	Social Security	\$ 17,803	\$ 20,500	\$ 23,000
204	State Retirement	\$ 36,669	\$ 42,985	\$ 45,900
206	Life Insurance	\$ 315	\$ 405	\$ 405
207	Medical Insurance	\$ 48,778	\$ 64,885	\$ 75,950
208	Dental Insurance	\$ 1,994	\$ 2,645	\$ 2,785
212	Employer Medicare	\$ 4,163	\$ 5,050	\$ 5,380
329	Laundry Services	\$ 3,663	\$ 3,500	\$ 3,500
335	Maintenance & Repair - Buildings	\$ 690,553	\$ 755,000	\$ 762,000
336	Maintenance & Repair - Equipment	\$ 262	\$ 1,000	\$ 1,000
338	Maintenance & Repair - Vehicles	\$ 21,218	\$ 10,000	\$ 10,000
399	Other Contracted Services	\$ 93,745	\$ 93,000	\$ -
524	In-Service / Staff Development	\$ -	\$ -	\$ -
717	Maintenance Equipment	\$ 34,165	\$ 20,600	\$ -
	TOTAL MAINTENANCE OF PLANT	\$ 1,256,906	\$ 1,383,545	\$ 1,301,220
	TOTAL OPERATION AND MAINTENANCE OF PLANT	\$ 3,103,576	\$ 3,386,565	\$ 3,420,181
	<u>OTHER SUPPORT</u>			
72710	TRANSPORTATION			
105	Supervisor / Director	\$ 14,244	\$ 14,244	\$ 14,244
142	Mechanic	\$ 23,000	\$ 25,000	\$ 25,000
146	Bus Drivers	\$ 171,857	\$ 197,900	\$ 230,100
189	Other Salaries & Wages	\$ 41,907	\$ 39,968	\$ 44,968
201	Social Security	\$ 13,956	\$ 15,229	\$ 19,489
204	State Retirement	\$ 28,123	\$ 30,368	\$ 36,838
206	Life Insurance	\$ 365	\$ 450	\$ 450
207	Medical Insurance	\$ 78,704	\$ 97,850	\$ 109,635
208	Dental Insurance	\$ 2,837	\$ 3,790	\$ 4,020
212	Employer Medicare	\$ 3,265	\$ 3,569	\$ 4,554
217	TCRS-SRT	\$ -	\$ 200	\$ -
338	Maintenance & Repair - Vehicles	\$ 24,767	\$ 45,000	\$ 30,000
340	Medical (Physicals / Drug & Alcohol Testing)	\$ 3,030	\$ 3,540	\$ 3,000
412	Diesel Fuel	\$ 61,646	\$ 60,000	\$ 80,000
425	Gasoline	\$ 16,499	\$ 20,000	\$ 30,000
450	Tires & Tubes	\$ 10,702	\$ 10,000	\$ 10,000
453	Vehicle Parts	\$ 26,570	\$ 20,000	\$ 20,000
511	Vehicle & Equipment Insurance	\$ 35,846	\$ 40,000	\$ 40,000
524	In-service / Staff Development	\$ 1,102	\$ 2,200	\$ 2,000
599	Other Charges	\$ 6,509	\$ 7,000	\$ 7,500
729	Transportation Equipment	\$ 75,995	\$ 200,000	\$ 129,653
	TOTAL TRANSPORTATION	\$ 640,923	\$ 836,308	\$ 841,451
	TOTAL SUPPORT SERVICES	\$ 10,630,371	\$ 11,487,490	\$ 12,630,813
	<u>NON-INSTRUCTIONAL SERVICES</u>			
73100	FOOD SERVICE			
162	Other Salaries & Wages	\$ 20,800	\$ 21,840	\$ 22,935
201	Social Security	\$ 1,151	\$ 1,355	\$ 1,420
204	State Retirement	\$ 2,520	\$ 2,700	\$ 2,835
206	Life Insurance	\$ 23	\$ 25	\$ 25
207	Medical Insurance	\$ 4,810	\$ 5,000	\$ 5,000
208	Dental Insurance	\$ 153	\$ 160	\$ 160
212	Employer Medicare	\$ 269	\$ 315	\$ 330
422	Food Supplies	\$ 3,676	\$ 10,000	\$ 10,000
710	Food Service Equipment	\$ -	\$ -	\$ -
	TOTAL FOOD SERVICE	\$ 33,402	\$ 41,395	\$ 42,705

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2024-2025**

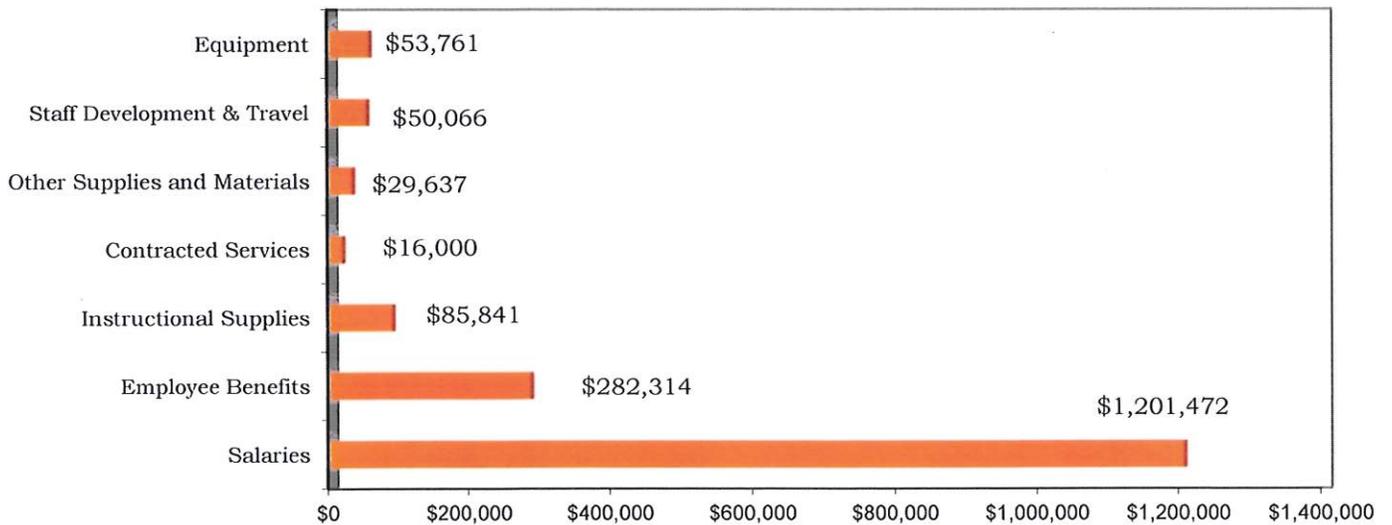
		<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
73300	COMMUNITY SERVICES			
105	Supervisor / Director	\$ 6,209	\$ 7,000	\$ 7,000
116	Teachers	\$ 137,725	\$ 87,000	\$ 87,000
189	Other Salaries & Wages	\$ 46,650	\$ 58,500	\$ 58,500
201	Social Security	\$ 12,502	\$ 8,845	\$ 8,845
204	State Retirement	\$ 7,951	\$ 4,705	\$ 4,705
206	Life Insurance	\$ 9	\$ 15	\$ 15
207	Medical Insurance	\$ 1,270	\$ 1,700	\$ 1,700
208	Dental Insurance	\$ 62	\$ 65	\$ 65
212	Employer Medicare	\$ 2,915	\$ 2,070	\$ 2,070
355	Travel	\$ 23	\$ 500	\$ 500
422	Food Supplies	\$ 8,446	\$ 15,000	\$ 15,000
499	Other Supplies & Materials	\$ 30,156	\$ 35,075	\$ 35,075
524	In-service / Staff Development	\$ -	\$ 2,500	\$ 2,500
599	Other Charges	\$ 6,131	\$ 5,000	\$ 5,000
	TOTAL COMMUNITY SERVICES	<u>\$ 260,048</u>	<u>\$ 227,975</u>	<u>\$ 227,975</u>
73400	EARLY CHILDHOOD EDUCATION			
105	Supervisor / Director	\$ 25,260	\$ 30,995	\$ 28,445
116	Teachers	\$ 159,164	\$ 176,175	\$ 188,415
161	Secretary	\$ 17,191	\$ 13,665	\$ 12,055
163	Educational Assistants	\$ 80,623	\$ 85,460	\$ 83,155
189	Other Salaries & Wages - Bus Drivers	\$ 16,744	\$ -	\$ -
201	Social Security	\$ 18,027	\$ 18,500	\$ 19,600
204	State Retirement	\$ 27,797	\$ 24,060	\$ 24,540
206	Life Insurance	\$ 506	\$ 383	\$ 340
207	Medical Insurance	\$ 50,844	\$ 38,580	\$ 45,300
208	Dental Insurance	\$ 2,226	\$ 1,985	\$ 1,970
212	Employer Medicare	\$ 3,956	\$ 4,350	\$ 4,350
217	TCRS-SRT	\$ 1,068	\$ 1,600	\$ 1,170
355	Travel	\$ 548	\$ 600	\$ 500
499	Other Supplies & Materials	\$ 2,172	\$ 14,807	\$ 1,320
790	Other Equipment	\$ -	\$ -	\$ -
	TOTAL EARLY CHILDHOOD EDUCATION	<u>\$ 406,125</u>	<u>\$ 411,160</u>	<u>\$ 411,160</u>
	TOTAL NON-INSTRUCTIONAL SERVICES	<u>\$ 699,574</u>	<u>\$ 680,530</u>	<u>\$ 681,840</u>
	<u>OTHER USES</u>			
76100	CAPITAL OUTLAY			
304	Architects	\$ 50,825	\$ 350,000	\$ -
706	Building Construction	\$ -	\$ 50,000	\$ -
707	Building Improvements	\$ 320,575	\$ 2,500,000	\$ 92,000
732	Building Purchase	\$ 156,160	\$ -	\$ -
	TOTAL CAPITAL OUTLAY	<u>\$ 527,560</u>	<u>\$ 2,900,000</u>	<u>\$ 92,000</u>
99100	OPERATING TRANSFERS			
504	Indirect Cost	\$ -	\$ -	\$ -
	TOTAL OPERATING TRANSFERS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	<b>GRAND TOTAL EXPENDITURES</b>	<b><u>\$ 28,257,232</u></b>	<b><u>\$ 33,077,724</u></b>	<b><u>\$ 33,124,299</u></b>

# FEDERAL PROJECTS FUND 2024-2025

## ESTIMATED REVENUES - \$1,719,091



## ESTIMATED EXPENDITURES - \$1,719,091



**ELIZABETHTON CITY SCHOOLS  
FEDERAL PROJECTS BUDGET  
2024-2025**

		<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
<b>ESTIMATED REVENUES</b>				
47100	Federal Funds Received thru State	\$ 5,059,106	\$ 6,617,362	\$ 1,719,091
	<b>TOTAL REVENUES</b>	<b>\$ 5,059,106</b>	<b>\$ 6,617,362</b>	<b>\$ 1,719,091</b>
<b>ESTIMATED RESERVES</b>				
34655	Committed for Education	\$ 25,000	\$ 25,000	\$ 25,000
	<b>TOTAL RESERVES</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>
<b>ESTIMATED EXPENDITURES</b>				
	<b>INSTRUCTION</b>			
71100	Regular Instruction Program	\$ 1,946,605	\$ 2,242,476	\$ 554,341
71200	Special Education Program	\$ 725,577	\$ 659,307	\$ 645,772
71300	Vocational Education Program	\$ 28,127	\$ 19,951	\$ 19,951
	<b>TOTAL INSTRUCTION</b>	<b>\$ 2,700,308</b>	<b>\$ 2,921,735</b>	<b>\$ 1,220,064</b>
	<b>SUPPORT SERVICES</b>			
72100	Students	\$ 218,835	\$ 479,856	\$ 116,029
72200	Instructional Staff	\$ 491,031	\$ 496,038	\$ 272,939
72250	Technology Services	\$ 141,261	\$ 83,326	\$ -
72510	Fiscal Services	\$ 16,047	\$ -	\$ -
72710	Transportation	\$ 2,651	\$ 21,000	\$ -
	<b>TOTAL SUPPORT SERVICES</b>	<b>\$ 869,824</b>	<b>\$ 1,080,220</b>	<b>\$ 388,968</b>
	<b>COMMUNITY SERVICES</b>			
73100	Food Service	\$ 78	\$ -	\$ -
73300	Community Services - After School	\$ 110,059	\$ 110,059	\$ 110,059
	<b>TOTAL COMMUNITY SERVICES</b>	<b>\$ 110,137</b>	<b>\$ 110,059</b>	<b>\$ 110,059</b>
	<b>CAPITAL OUTLAY</b>			
76100	Capital Outlay	\$ 1,377,877	\$ 2,503,379	\$ -
	<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 1,377,877</b>	<b>\$ 2,503,379</b>	<b>\$ -</b>
	<b>OPERATING TRANSFERS</b>			
99100	Operating Transfers	\$ 960	\$ 1,970	\$ -
	<b>TOTAL OPERATING TRANSFERS</b>	<b>\$ 960</b>	<b>\$ 1,970</b>	<b>\$ -</b>
	<b>TOTAL ESTIMATED EXPENDITURES</b>	<b>\$ 5,059,106</b>	<b>\$ 6,617,362</b>	<b>\$ 1,719,091</b>

Please note that all Federal Programs are estimated based on preliminary estimates. The Federal Projects Budget will be amended for actual allocations and beginning of year carryover amounts when determined.

**ELIZABETHTON CITY SCHOOLS  
FEDERAL PROJECTS BUDGET  
2024-2025**

		<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
<b>ESTIMATED REVENUES</b>				
FEDERAL THROUGH STATE				
47131	Vocational Education - Basic Grants to States	\$ 41,198	\$ 41,597	\$ 41,597
47141	Title I Grants to Local Education Agencies	\$ 734,843	\$ 667,439	\$ 713,082
47143	Special Education - Grants to States	\$ 647,609	\$ 636,824	\$ 628,419
47145	Special Education Preschool Grants	\$ 13,973	\$ 22,483	\$ 17,353
47147	Title IV, Part B, 21st Century After School Grant	\$ 110,059	\$ 110,059	\$ 110,059
47189	Eisenhower Professional Development State Grants	\$ 78,462	\$ 136,245	\$ 103,545
47307	ESSER 2.0	\$ 2,083,966	\$ -	\$ -
47401	ESSER 3.0	\$ 1,102,211	\$ 4,334,872	\$ -
47402	ARP, IDEA	\$ 71,626	\$ 71,250	\$ -
47404	ARP, Homeless	\$ 6,784	\$ 31,110	\$ -
47309	Early Literacy Grants	\$ 53,000	\$ -	\$ -
47590	Other Federal Through State	\$ 115,377	\$ 106,584	\$ 105,036
47990	Direct Federal Revenue	\$ -	\$ 458,899	\$ -
TOTAL FEDERAL THROUGH STATE		<u>\$ 5,059,106</u>	<u>\$ 6,617,362</u>	<u>\$ 1,719,091</u>
<b>TOTAL REVENUES</b>		<u><b>\$ 5,059,106</b></u>	<u><b>\$ 6,617,362</b></u>	<u><b>\$ 1,719,091</b></u>
<b>ESTIMATED EXPENDITURES</b>				
71100 REGULAR EDUCATION PROGRAM				
116	Teachers	\$ 643,155	\$ 648,757	\$ 61,425
163	Educational Assistants	\$ 313,639	\$ 411,995	\$ 71,065
189	Other Salaries & Wages	\$ 301,563	\$ 185,965	\$ 195,650
201	Social Security	\$ 74,191	\$ 77,295	\$ 20,350
204	State Retirement	\$ 119,701	\$ 112,178	\$ 24,720
206	Life Insurance	\$ 1,988	\$ 2,025	\$ 405
207	Medical Insurance	\$ 205,689	\$ 225,388	\$ 46,250
208	Dental Insurance	\$ 7,783	\$ 8,505	\$ 1,575
212	Employer Medicare	\$ 17,806	\$ 18,054	\$ 4,760
429	Instructional Supplies & Materials	\$ 72,708	\$ 116,027	\$ 75,441
449	Textbooks	\$ 106,318	\$ 340,350	\$ -
471	Software	\$ 46,134	\$ 28,500	\$ -
499	Other Supplies & Materials	\$ 23,801	\$ 16,796	\$ -
722	Regular Instruction Equipment	\$ 12,128	\$ 50,641	\$ 52,700
TOTAL REGULAR EDUCATION PROGRAM		<u>\$ 1,946,605</u>	<u>\$ 2,242,476</u>	<u>\$ 554,341</u>
71200 SPECIAL EDUCATION PROGRAM				
116	Teachers	\$ 52,650	\$ -	\$ -
163	Educational Assistants	\$ 548,454	\$ 555,275	\$ 540,950
201	Social Security	\$ 35,164	\$ 31,000	\$ 31,930
204	State Retirement	\$ 27,669	\$ 31,914	\$ 34,470
206	Life Insurance	\$ 342	\$ 135	\$ 135
207	Medical Insurance	\$ 47,815	\$ 20,600	\$ 24,600
208	Dental Insurance	\$ 2,057	\$ 945	\$ 945
212	Employer Medicare	\$ 8,456	\$ 8,083	\$ 7,845
449	Other Supplies & Materials	\$ -	\$ 11,355	\$ 4,897
725	Special Education Equipment	\$ 2,970	\$ -	\$ -
TOTAL SPECIAL EDUCATION PROGRAM		<u>\$ 725,577</u>	<u>\$ 659,307</u>	<u>\$ 645,772</u>

**ELIZABETHTON CITY SCHOOLS  
FEDERAL PROJECTS BUDGET  
2024-2025**

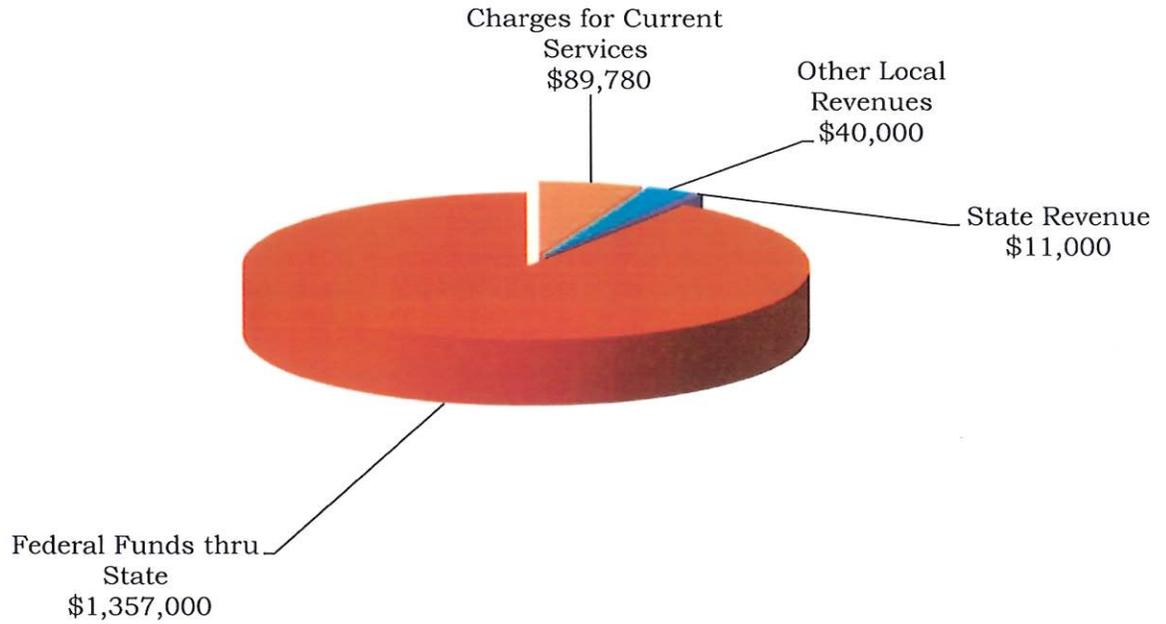
		<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
71300	VOCATIONAL EDUCATION PROGRAM			
429	Instructional Supplies	\$ 6,269	\$ 10,400	\$ 10,400
499	Other Supplies & Materials	\$ 7,050	\$ 8,490	\$ 8,490
730	Vocational Instruction Equipment	\$ 14,808	\$ 1,061	\$ 1,061
	TOTAL VOCATIONAL EDUCATION PROGRAM	\$ 28,127	\$ 19,951	\$ 19,951
	TOTAL INSTRUCTIONAL EXPENDITURES	\$ 2,700,308	\$ 2,921,735	\$ 1,220,064
72120	HEALTH SERVICES			
399	Contracts with Private Agencies	\$ 55,000	\$ 55,000	\$ -
	TOTAL HEALTH SERVICES	\$ 55,000	\$ 55,000	\$ -
72130	OTHER STUDENT SUPPORT			
123	Guidance Personnel	\$ -	\$ 178,135	\$ -
130	Social Worker	\$ 49,891	\$ 55,030	\$ -
189	Other Salaries & Wages	\$ 46,957	\$ 50,357	\$ 50,181
201	Social Security	\$ 5,989	\$ 17,575	\$ 3,110
204	State Retirement	\$ 11,346	\$ 27,139	\$ 5,401
206	Life Insurance	\$ 130	\$ 405	\$ 45
207	Medical Insurance	\$ 14,980	\$ 39,975	\$ 8,200
208	Dental Insurance	\$ 619	\$ 1,575	\$ 315
212	Employer Medicare	\$ 1,401	\$ 4,115	\$ 727
355	Travel	\$ 8,194	\$ 6,000	\$ 6,000
399	Other Contracted Services	\$ 17,698	\$ 14,500	\$ 16,000
499	Other Supplies & Materials	\$ 2,846	\$ 14,250	\$ 14,250
524	Inservice / Staff Development	\$ 2,741	\$ 11,800	\$ 11,800
599	Other Charges	\$ 1,044	\$ 4,000	\$ -
	TOTAL OTHER STUDENT SUPPORT	\$ 163,835	\$ 424,856	\$ 116,029
72210	REGULAR INSTRUCTION SUPPORT			
105	Supervisor / Director	\$ 52,650	\$ 61,001	\$ 59,400
161	Secretary	\$ 20,026	\$ 25,397	\$ 26,545
189	Other Salaries & Wages	\$ 188,980	\$ 197,247	\$ 101,890
196	In-Service Training	\$ -	\$ 3,000	\$ 3,000
201	Social Security	\$ 16,174	\$ 15,629	\$ 11,835
204	State Retirement	\$ 23,639	\$ 19,802	\$ 14,600
206	Life Insurance	\$ 325	\$ 253	\$ 163
207	Medical Insurance	\$ 28,719	\$ 24,936	\$ 17,850
208	Dental Insurance	\$ 1,132	\$ 939	\$ 620
212	Employer Medicare	\$ 3,782	\$ 4,096	\$ 2,770
399	Other Contracted Services	\$ 111,250	\$ 71,250	\$ -
499	Other Supplies & Materials	\$ 4,680	\$ 10,001	\$ 2,000
524	Inservice / Staff Development	\$ 29,908	\$ 60,721	\$ 30,500
	TOTAL REGULAR INSTRUCTION SUPPORT	\$ 481,265	\$ 494,272	\$ 271,173
72220	SPECIAL EDUCATION PROGRAM SUPPORT			
499	Other Supplies & Materials	\$ 7,631	\$ -	\$ -
	TOTAL SPECIAL EDUCATION SUPPORT	\$ 7,631	\$ -	\$ -
72230	VOCATIONAL EDUCATION SUPPORT			
524	Inservice / Staff Development	\$ 2,136	\$ 1,766	\$ 1,766
	TOTAL VOCATIONAL EDUCATION SUPPORT	\$ 2,136	\$ 1,766	\$ 1,766

**ELIZABETHTON CITY SCHOOLS  
FEDERAL PROJECTS BUDGET  
2024-2025**

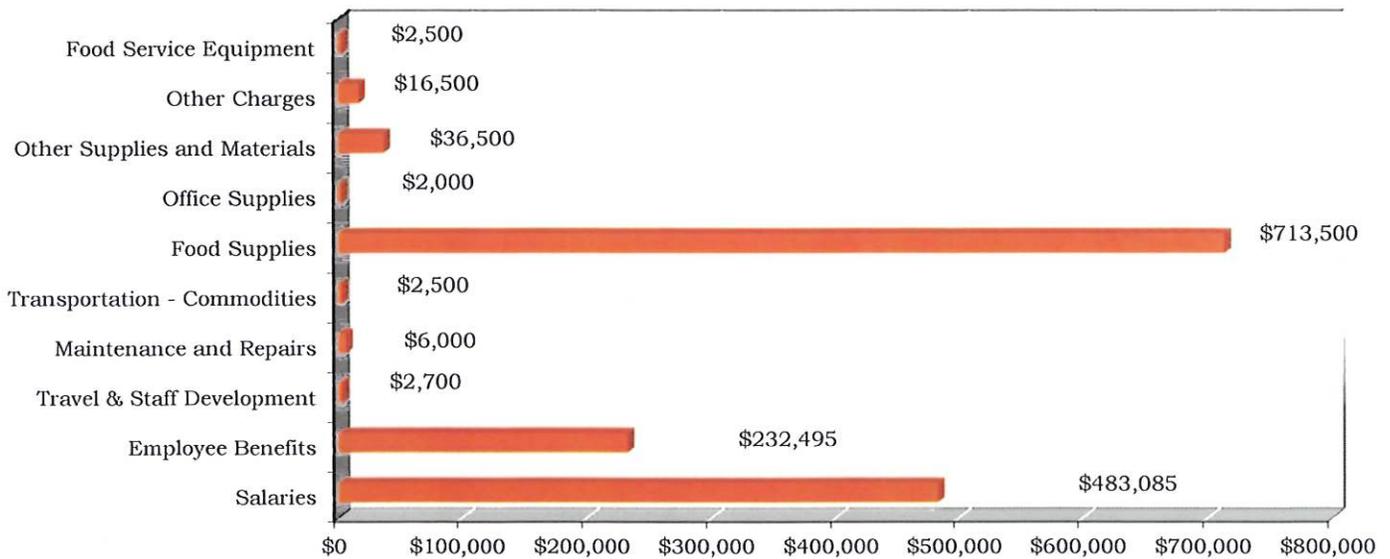
		<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
72250	TECHNOLOGY			
138	Instructional Computer Personnel	\$ 56,802	\$ 62,205	\$ -
201	Social Security	\$ 3,441	\$ 3,855	\$ -
204	State Retirement	\$ 5,112	\$ 7,685	\$ -
206	Life Insurance	\$ 90	\$ 90	\$ -
207	Medical Insurance	\$ 7,840	\$ 8,276	\$ -
208	Dental Insurance	\$ 307	\$ 315	\$ -
212	Employer Medicare	\$ 805	\$ 900	\$ -
471	Software	\$ 66,864	\$ -	\$ -
	TOTAL TECHNOLOGY	<u>\$ 141,261</u>	<u>\$ 83,326</u>	<u>\$ -</u>
72510	FISCAL SERVICES			
399	Contracted Services	\$ 16,047	\$ -	\$ -
	TOTAL FISCAL SERVICES	<u>\$ 16,047</u>	<u>\$ -</u>	<u>\$ -</u>
72710	TRANSPORTATION			
138	Bus Drivers	\$ 2,212	\$ -	\$ -
201	Social Security	\$ 134	\$ -	\$ -
204	State Retirement	\$ 273	\$ -	\$ -
212	Employer Medicare	\$ 31	\$ -	\$ -
729	Transportation Equipment	\$ -	\$ 21,000	\$ -
	TOTAL TRANSPORTATION	<u>\$ 2,651</u>	<u>\$ 21,000</u>	<u>\$ -</u>
	TOTAL EXPENDITURES FOR SUPPORT SERVICES	<u>\$ 869,824</u>	<u>\$ 1,080,220</u>	<u>\$ 388,968</u>
73100	FOOD SERVICE			
422	Food Supplies	\$ 78	\$ -	\$ -
	TOTAL FOOD SERVICE	<u>\$ 78</u>	<u>\$ -</u>	<u>\$ -</u>
73300	COMMUNITY SERVICES			
105	Supervisor / Director	\$ 30,816	\$ 28,771	\$ 33,946
116	Teachers	\$ 34,603	\$ 33,699	\$ 31,500
189	Other Salaries & Wages	\$ 26,097	\$ 28,452	\$ 25,920
201	Social Security	\$ 4,887	\$ 5,073	\$ 5,000
204	State Retirement	\$ 6,019	\$ 6,108	\$ 6,170
206	Life Insurance	\$ 36	\$ 36	\$ 40
207	Medical Insurance	\$ 6,194	\$ 6,485	\$ 6,003
208	Dental Insurance	\$ 256	\$ 256	\$ 300
212	Employer Medicare	\$ 1,151	\$ 1,180	\$ 1,180
	TOTAL COMMUNITY SERVICES	<u>\$ 110,059</u>	<u>\$ 110,059</u>	<u>\$ 110,059</u>
76100	CAPITAL OUTLAY			
707	Building Improvements	\$ 1,377,877	\$ 2,503,379	\$ -
	TOTAL CAPITAL OUTLAY	<u>\$ 1,377,877</u>	<u>\$ 2,503,379</u>	<u>\$ -</u>
99100	OPERATING TRANSFERS			
504	Indirect Cost	\$ 960	\$ 1,970	\$ -
	TOTAL OPERATING TRANSFERS	<u>\$ 960</u>	<u>\$ 1,970</u>	<u>\$ -</u>
	<b>GRAND TOTAL EXPENDITURES</b>	<u><b>\$ 5,059,106</b></u>	<u><b>\$ 6,617,362</b></u>	<u><b>\$ 1,719,091</b></u>

# SCHOOL NUTRITION FUND 2024-2025

## ESTIMATED REVENUES - \$1,497,780



## ESTIMATED EXPENDITURES - \$1,497,780



**ELIZABETHTON CITY SCHOOLS  
SCHOOL NUTRITION PROGRAM BUDGET  
2024-2025**

		<u>ACTUAL</u> <u>2022-2023</u>	<u>PROJECTED</u> <u>2023-2024</u>	<u>ESTIMATED</u> <u>2024-2025</u>
ESTIMATED REVENUES				
43000	Charges for Current Services	\$ 253,759	\$ 151,900	\$ 89,780
44000	Other Local Revenues	\$ 26,705	\$ 20,000	\$ 40,000
46500	State Education Funds	\$ 12,446	\$ 10,280	\$ 11,000
47100	Federal Funds Received thru State	<u>\$ 1,242,029</u>	<u>\$ 1,254,750</u>	<u>\$ 1,357,000</u>
	<b>TOTAL ESTIMATED REVENUES</b>	<b><u>\$ 1,534,938</u></b>	<b><u>\$ 1,436,930</u></b>	<b><u>\$ 1,497,780</u></b>
ESTIMATED EXPENDITURES				
73100	Food Service	\$ 1,381,191	\$ 1,369,540	\$ 1,497,780
	<b>TOTAL ESTIMATED EXPENDITURES</b>	<b><u>\$ 1,381,191</u></b>	<b><u>\$ 1,369,540</u></b>	<b><u>\$ 1,497,780</u></b>
ESTIMATED RESERVES				
39000	<b>BEGINNING RESERVES</b>	<b><u>\$ 1,037,767</u></b>	<b><u>\$ 1,191,514</u></b>	<b><u>\$ 1,258,904</u></b>
	<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b><u>\$ 153,747</u></b>	<b><u>\$ 67,390</u></b>	<b><u>\$ -</u></b>
	<b>ENDING RESERVES</b>	<b><u>\$ 1,191,514</u></b>	<b><u>\$ 1,258,904</u></b>	<b><u>\$ 1,258,904</u></b>

**ELIZABETHTON CITY SCHOOLS  
SCHOOL NUTRITION PROGRAM BUDGET  
2024-2025**

		<u>ACTUAL 2022-2023</u>	<u>PROJECTED 2023-2024</u>	<u>ESTIMATED 2024-2025</u>
<b>ESTIMATED REVENUES</b>				
CHARGES FOR CURRENT SERVICES				
43521	Lunch Payments - Children	\$ 201,899	\$ 83,600	\$ -
43522	Lunch Payments - Adults	\$ 22,135	\$ 13,800	\$ 22,000
43523	Income From Breakfast	\$ -	\$ -	\$ -
43525	A La Carte Sales	\$ 21,521	\$ 41,000	\$ 55,280
43990	Other Charges - Catering, Etc.	\$ 8,203	\$ 13,500	\$ 12,500
	TOTAL CHARGES FOR CURRENT SERVICES	<u>\$ 253,759</u>	<u>\$ 151,900</u>	<u>\$ 89,780</u>
OTHER LOCAL REVENUE				
44110	Interest Earned	\$ 26,705	\$ 20,000	\$ 40,000
44990	Other Local Revenue - Grants	\$ -	\$ -	\$ -
	TOTAL OTHER LOCAL REVENUE	<u>\$ 26,705</u>	<u>\$ 20,000</u>	<u>\$ 40,000</u>
STATE OF TENNESSEE				
46520	State Matching - Food Service	\$ 12,446	\$ 10,280	\$ 11,000
46990	Other State Revenue	\$ -	\$ -	\$ -
	TOTAL STATE EDUCATION FUNDS	<u>\$ 12,446</u>	<u>\$ 10,280</u>	<u>\$ 11,000</u>
FEDERAL THROUGH STATE				
47111	USDA School Lunch Program	\$ 696,952	\$ 710,000	\$ 785,000
47112	USDA Commodities	\$ 99,911	\$ 93,500	\$ 93,500
47113	USDA Breakfast Program	\$ 339,964	\$ 366,000	\$ 447,500
47114	USDA - Other Revenue	\$ 105,202	\$ 85,250	\$ 31,000
47,115	USDA -Equipment	\$ -	\$ -	\$ -
	TOTAL FEDERAL THROUGH STATE	<u>\$ 1,242,029</u>	<u>\$ 1,254,750</u>	<u>\$ 1,357,000</u>
	<b>TOTAL REVENUES AND OTHER SOURCES</b>	<u>\$ 1,534,938</u>	<u>\$ 1,436,930</u>	<u>\$ 1,497,780</u>
<b>ESTIMATED EXPENDITURES</b>				
73100	FOOD SERVICE			
105	Supervisor	\$ 48,337	\$ 50,795	\$ 53,085
165	Cafeteria Personnel	\$ 373,804	\$ 374,100	\$ 430,000
201	Social Security	\$ 25,422	\$ 26,345	\$ 29,900
204	State Retirement	\$ 47,527	\$ 46,275	\$ 48,605
206	Life Insurance	\$ 716	\$ 765	\$ 720
207	Medical Insurance	\$ 124,536	\$ 124,600	\$ 140,980
208	Dental Insurance	\$ 4,831	\$ 4,760	\$ 5,355
212	Employer Medicare	\$ 5,946	\$ 5,500	\$ 6,935
336	Maintenance & Repair Services - Equipment	\$ 32,643	\$ 7,500	\$ 6,000
354	Transportation - Other Than Students	\$ 1,247	\$ 2,500	\$ 2,500
355	Travel	\$ -	\$ 100	\$ 200
422	Food Supplies	\$ 548,888	\$ 572,500	\$ 620,000
435	Office Supplies	\$ 1,145	\$ 1,500	\$ 2,000
469	USDA Commodities	\$ 99,911	\$ 93,500	\$ 93,500
499	Other Supplies & Materials	\$ 51,059	\$ 40,500	\$ 36,500
524	In-Service / Staff Development	\$ 3,054	\$ 2,000	\$ 2,500
599	Other Charges	\$ 6,123	\$ 16,300	\$ 16,500
710	Food Service Equipment	\$ 6,002	\$ -	\$ 2,500
73100	<b>TOTAL EXPENDITURES</b>	<u>\$ 1,381,191</u>	<u>\$ 1,369,540</u>	<u>\$ 1,497,780</u>