

**CONTRACT
BETWEEN Anderson County Schools
AND
NATIONAL INSTITUTE FOR EXCELLENCE IN TEACHING**

This Contract, by and between Anderson County Schools ("District"), and National Institute for Excellence In Teaching ("Contractor"), is for the provision of Comprehensive Literacy State Development, as further defined in the "SCOPE." District and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Non-Profit Corporation.
Contractor Place of Incorporation or Organization: Arizona

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Asynchronous – shall mean learning that occurs virtually online and through prepared resources, without real-time teacher-led interaction.
 - b. Comprehensive Literacy State Development ("CLSD") Grant – shall mean the five-year federal grant that provides the flow through funds to the State for each LEA, Public Charter, and SSS.
 - c. High-Quality Instructional Materials ("HQIM") – shall mean curriculum, assessments, and ancillary resources that create a comprehensive package of materials for teachers. The comprehensive package of materials shall include all Tennessee Academic Standards for English Language Arts and shall align with the shifts required of the standards.
 - d. High-Quality Instructional Materials ("HQIM") Implementation Framework – shall mean a tool to evaluate the phase of HQIM implementation for LEA/Public Charter/SSS leaders, school leaders, teachers, and students that aims to improve materials implementation and access to grade-level learning for all students.
 - e. Instructional Practice Guide ("IPG") – shall mean a classroom observation tool that defines expected instructional practices to support learning.
 - f. Literacy Materials Implementation Support Grant – shall mean the structure to engage each LEA/Public Charter/SSS in HQIM implementation support funded by the Comprehensive Literacy State Development grant.
 - g. Local Education Agency(ies) ("LEA(s)) – shall mean as defined in Tenn. Code Ann. § 49-1-103.
 - h. Tennessee Public Charter School(s) ("Public Charter(s)) – shall mean as defined in Tenn. Code Ann. § 49-13-104.

- i. Tennessee State Special Schools ("SSS") - shall mean as defined in Tenn. Code Ann. § 49-50-1001 including York Agricultural Institute, Tennessee School for the Blind, and Tennessee School for the Deaf.
- A.3. The Contractor shall provide the following direct support to each LEA/Public Charter/SSS to support HQIM implementation according to the CLSD Grant terms. The Contractor is not limited to the following services/duties:
- a. Provide the equivalent of twenty (20) in-person, direct support days to each LEA/Public Charter/SSS annually for five (5) years focused on the priorities identified in the Literacy Materials Implementation Support Grant and in a manner to be agreed upon between each LEA/Public Charter/SSS and the Contractor.
 - b. Facilitate and analyze IPG and HQIM Implementation Framework data collection three (3) times each year during the CLSD Grant term and share the collected data with the Tennessee Department of Education in a method to be determined by the LEA/Public Charter/SSS.
 - c. Create three (3) Asynchronous online learning modules each year of the CLSD Grant term focused on the priorities identified in the Literacy Materials Implementation Support Grant with topics selected by the Tennessee Department of Education.
 - d. Maintain and report LEA/Public Charter/SSS teacher, employee, and/or representative engagement and LEA/Public Charter/SSS teacher, employee, and/or representative attendance records to the Tennessee Department of Education on in-person, direct support days and statewide engagement during the CLSD Grant term.
 - e. Attend contractor meetings every other week with Tennessee Department of Education staff to ensure alignment with statewide support and priorities identified in the Literacy Materials Implementation Support Grant.
- A.4. The Contractor shall work with each LEA/Public Charter/SSS to establish a calendar of support that identifies in-person, direct support days and IPG data collection days.
- a. The Contractor shall ensure twenty (20) support days are provided during each school year within the terms of the Contract based on the needs of the LEA/Public Charter/SSS.
 - b. The Contractor shall provide their own transportation and all costs associated with the in-person, direct support and statewide support offered within the terms of the CLSD Grant.
- A.5. The Contractor shall ensure that all employees and subcontractors provided under the Contract have a satisfactory background check prior to being assigned for service at any LEA/Public Charter/SSS. This includes an FBI and TBI check, in accordance with Tenn. Code Ann. § 49-5-413(d)(1)(A). A satisfactory background check for the purposes of this Contract means the check has no indications for offenses as outlined in Tenn. Code Ann. § 49-5-413(d)(3). Clearance letters from the TBI for each employee shall be required prior to the first date of service, and the District reserves the right to request documentation of background checks at any time. The Contractor shall be solely responsible for all costs associated with the background check.
- A.6. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the District is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the District shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the District's rights under this Section shall not prejudice the District's rights to seek any other remedies available under this Contract or applicable law.

- A.7. Inspection and Acceptance. The District shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the District determines that the goods or services are Defective, the District shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the District. If after a period of thirty (30) days following delivery of goods or performance of services the District does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the District.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on 2/5/2026 ("Effective Date") and ending on June 30, 2030, ("Term"). The District shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. District Liability. The District will use Comprehensive Literacy State Development (CLSD) grant funding from the State of Tennessee to purchase support services that were qualified and approved by the District via RFQ #33101-25070FAF5F. The District will make selections and purchases from qualified vendors, including the Contractor if it so chooses, in accordance with its local purchasing policies and procedures. The Contractor shall invoice the District in accordance with the description of Contractor's services and Contractor's cost proposal set forth in Attachment A, incorporated into the Contract as though set forth verbatim.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Attachment A. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the District only for goods delivered and accepted by the District or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

The District:

April Meyers - Federal Programs/Supervisor
101 South Main Street
Clinton, TN 37716
865-463-2800
ameyers@acs.ac

The Contractor shall invoice the District only for goods delivered and accepted by the Authorized Users or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the billing address that is provided by the District.

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State of Tennessee);
 - (4) Customer account name: Anderson County Schools
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor contact for invoice questions (name, phone, or email);
 - (8) Contractor remittance address;
 - (9) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (10) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (11) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (12) Amount due for each compensable unit of good or service; and
 - (13) Total amount due for the invoice period.

- b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the District is in receipt of an invoice that meets the minimum requirements of this Section C.5.

- C.6. Payment of Invoice. A payment by the District shall not prejudice the District's right to object to or question any payment, invoice, or other matter. A payment by the District shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the District, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The District reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the District, any amounts that are or shall become due and payable to the District by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the District under this Contract until the District has received the following, properly completed documentation.
 - a. The Contractor shall complete, sign, and present to the District the "Authorization Agreement for Automatic Deposit Form" provided by the District. By doing so, the Contractor acknowledges and agrees that, once this form is received by the District, payments to the Contractor, under this or any other contract the Contractor has with the District, may be made by ACH, as applicable; and
 - b. The Contractor shall complete, sign, and return to the District the District-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The District is not bound by this Contract until it is duly approved by the Parties and all appropriate District officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer, as necessary. Approvals shall be evidenced by a signature or electronic approval, as necessary.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The District:

April Meyers - Federal Programs/Supervisor
Anderson County Schools
101 South Main Street
Clinton, TN 37716
ameyers@acs.ac
865-463-2800

The Contractor:

Dr. Joshua Barnett, CEO
National Institute for Excellence in Teaching
7333 E. Doubletree Ranch Rd, Suite 250
Scottsdale, AZ 85258
jbarnett@niet.org
(800) 575-6438

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- ✓ D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable District officials.
- ✓ D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of District or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the District reserves the right to terminate this Contract upon written notice to the Contractor. The District's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the District. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the District terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the District and for all satisfactory and authorized services completed as of the termination date. Should the District exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the District any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- ✓ D.5. Termination for Convenience. The District may terminate this Contract for convenience without cause and for any reason. The District shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the District or for satisfactory, authorized services completed as of the termination date. In no event shall the District be liable to the Contractor for compensation for any goods neither requested nor accepted by the District or for any services neither requested by the District nor satisfactorily performed by the Contractor. In no event shall the District's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the District for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the District shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by virtue of any Breach Condition and the District may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the District. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The District reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the District or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the District.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the District.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the District, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the District, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the District as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the District and hold it harmless from any costs to the District arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of District's Liability. The District shall have no liability except as specifically provided in this Contract. In no event will the District be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the District's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the District as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the District to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the District to give notice shall only relieve the

Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the District in any legal matter, as the right to represent the District is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. As applicable, the District and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the District that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the District, including cooperation and coordination with District privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The District and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the District and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the District and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the District because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts District employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the District under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or

local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the District if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the District of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the District within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the District may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the District any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all state and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment A & B;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The District reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the District. All insurance companies providing coverage must be: (a) acceptable to the District; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the District. Contractor agrees to name the District as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the District. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the District. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form

that addresses both the primary and noncontributory basis of the umbrella policy if the District is otherwise named as an additional insured.

Contractor shall provide the District a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the District – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the District evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the District may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The District reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The District agrees that it shall give written notice to the Contractor as soon as practicable after the District becomes aware of any claim asserted or made against the District, but in no event later than thirty (30) calendar days after the District becomes aware of such claim. The failure of the District to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the District in any legal matter, as the right to represent the District is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the District. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

✓ The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the District or acquired by the Contractor on behalf of the District shall be regarded as "Confidential Information." The District grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the District or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the District. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains District Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

- E.2. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the District ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the District to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify District: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The District reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the District to enable the District to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the District's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the District any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the District any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the District, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this District under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the District, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the District has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the District within twenty-four (24) hours. Contractor shall indemnify and hold harmless District, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

- E.4. Additional lines, items, or options. At its sole discretion, the District may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the District.
 - b. The District may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the District will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

- E.5. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the District as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the District by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the District by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Unique Entity Identifier (UEI) number and maintain its UEI number for the term of this Contract. More information about obtaining a UEI Number can be found at: the System for Award Management (SAM.gov).

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the District may terminate this Contract for cause. The District will not be

obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.7. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the District as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the District concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the District, the Contractor shall satisfy and indemnify the District for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the District arising from any such claim. The District shall give the Contractor notice of any such claim or suit, however, the failure of the District to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the District's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the District in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.8. Software License Warranty. Contractor grants a license to the District to use all software provided under this Contract in the course of the District's business and purposes.
- E.9. Contract Authorized Users. This Contract establishes a source or sources of supply for all Tennessee LEAs, Public Charters, and SSS. The Contractor shall provide all goods or services and deliverables as required by this Contract to all LEAs, Public Charters, and SSS. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Contract:
- a. Tennessee Local Education Agencies, as defined by Tenn. Code Ann. § 49-1-103; and
 - b. Authorized Tennessee Public Charter Schools, as defined in Tenn. Code Ann. § 49-13-104.

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. An Authorized User shall have the right to request additional terms as may be necessary to ensure compliance with applicable local, District and federal laws, regulations, or requirements.

Any modification pursuant to this section is subject to the procurement policies and procedures of the Authorized User and subject to agreement by the Contractor and Authorized User.

The State is not responsible or liable for the transactions between the Contractor and Authorized Users. This Contract may not be modified by any agreement, written or otherwise, between the Contractor and any of the Authorized Users.

IN WITNESS WHEREOF,

Anderson County Schools

Dr. Tim Parnott 2/5/2026

DISTRICT SIGNATURE

DATE

Dr. Tim Parnott Director of Schools

PRINTED NAME AND TITLE OF DISTRICT SIGNATORY

NATIONAL INSTITUTE FOR EXCELLENCE IN TEACHING:

Molly Kwas

2/5/2026

CONTRACTOR SIGNATURE

DATE

Molly Kwas, Chief Financial Officer

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY

APPROVED AS TO LEGAL FORM

James W. Brooks 02.26.2026
James W. Brooks
Anderson County Law Director

Attachment A State Approved Pricing List

2025-26 School Year

Name	Description	Quantity	Price	Extended Cost
Onsite/Virtual Coaching and Support	Plan and deliver in-person direct support days (Section A.3.a.).	20 days	\$3,000.00	\$60,000.00
NIET Consulting Services	Plan, facilitate, and analyze IPG and HQIM Implementation Framework Learning Walk Data Collection (Section A.3.b.).	3	\$4,500.00	\$13,500.00
NIET Deliverable	Develop and Create Asynchronous Learning Modules (Section A.3.c.).	3	\$2,166.60	\$6,499.80
NIET Deliverable	Maintain and Report District Teacher, Employee, and/or Representative Attendance Records on In-Person Direct Support Days (Section A.3.d.).	20	\$0.00	\$0.00
NIET Deliverable	Attend Contractor Meetings (Section A.3.a.).		\$0.00	\$0.00
TOTAL Year 1			\$79,999.80	

2026-27 School Year

Name	Description	Quantity	Price	Extended Cost
Onsite/Virtual Coaching and Support	Plan and deliver in-person direct support days (Section A.3.a.).	20 days	\$3,000.00	\$60,000.00
NIET Consulting Services	Plan, facilitate, and analyze IPG and HQIM Implementation Framework Learning Walk Data Collection (Section A.3.b.).	3	\$4,500.00	\$13,500.00
NIET Deliverable	Develop and Create Asynchronous Learning Modules (Section A.3.c.).	3	\$2,166.60	\$6,499.80
NIET Deliverable	Maintain and Report District Teacher, Employee, and/or Representative Attendance Records on In-Person Direct Support Days (Section A.3.d.).	20	\$0.00	\$0.00
NIET Deliverable	Attend Contractor Meetings (Section A.3.a.).		\$0.00	\$0.00
TOTAL Year 2			\$79,999.80	

2027-28 School Year

Name	Description	Quantity	Price	Extended Cost
Onsite/Virtual Coaching and Support	Plan and deliver in-person direct support days (Section A.3.a.).	20 days	\$3,000.00	\$60,000.00
NIET Consulting Services	Plan, facilitate, and analyze IPG and HQIM Implementation Framework Learning Walk Data Collection (Section A.3.b.).	3	\$4,500.00	\$13,500.00
NIET Deliverable	Develop and Create Asynchronous Learning Modules (Section A.3.c.).	3	\$2,166.60	\$6,499.80
NIET Deliverable	Maintain and Report District Teacher, Employee, and/or Representative Attendance Records on In-Person Direct Support Days (Section A.3.d.).	20	\$0.00	\$0.00
NIET Deliverable	Attend Contractor Meetings (Section A.3.a.).		\$0.00	\$0.00
TOTAL Year 3			\$79,999.80	

2028-29 School Year

Name	Description	Quantity	Price	Extended Cost
Onsite/Virtual Coaching and Support	Plan and deliver in-person direct support days (Section A.3.a.).	20 days	\$3,000.00	\$60,000.00
NIET Consulting Services	Plan, facilitate, and analyze IPG and HQIM Implementation Framework Learning Walk Data Collection (Section A.3.b.).	3	\$4,500.00	\$13,500.00
NIET Deliverable	Develop and Create Asynchronous Learning Modules (Section A.3.c.).	3	\$2,166.60	\$6,499.80
NIET Deliverable	Maintain and Report District Teacher, Employee, and/or Representative Attendance Records on In-Person Direct Support Days (Section A.3.d.).	20	\$0.00	\$0.00
NIET Deliverable	Attend Contractor Meetings (Section A.3.a.).		\$0.00	\$0.00
TOTAL Year 4			\$79,999.80	

2029-30 School Year

Name	Description	Quantity	Price	Extended Cost
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Onsite/Virtual Coaching and Support	Plan and deliver in-person direct support days (Section A.3.a.).	20 days	\$3,000.00	\$60,000.00
NIET Consulting Services	Plan, facilitate, and analyze IPG and HQIM Implementation Framework Learning Walk Data Collection (Section A.3.b.).	3	\$4,500.00	\$13,500.00
NIET Deliverable	Develop and Create Asynchronous Learning Modules (Section A.3.c.).	3	\$2,166.60	\$6,499.80
NIET Deliverable	Maintain and Report District Teacher, Employee, and/or Representative Attendance Records on In-Person Direct Support Days (Section A.3.d.).	20	\$0.00	\$0.00
NIET Deliverable	Attend Contractor Meetings (Section A.3.a).		\$0.00	\$0.00
TOTAL Year 1			\$79,999.80	
Total Years 1 Through 5			\$399,999.00	

Please note: Cost estimate above includes all Contractor level costs.



February 2, 2026

Anderson County Board of Education
101 South Main Street
Clinton, Tennessee 37716

Attention: Mr. Robert Crawford
bcrawford@acs.ac

Reference: **Proposal for On-Call Industrial Hygiene Services
Anderson County Schools**
Anderson County, Tennessee
S&ME Proposal No. 25430144
Dates: 3/1/2026 to 2/28/2031

Dear Mr. Crawford:

S&ME, Inc. (S&ME) is pleased to submit this proposal for on-call industrial hygiene services. This proposal describes our understanding of the services, our intended Scope of Service, terms and conditions, and required fees. The attached Agreement for Services (Form AS-071) is incorporated into this proposal by reference.

➤ **Background**

Based on an initial telephone call on June 30, 2025, and subsequent emails and telephone communications between Ms. Lori Pieniazek of S&ME and Mr. Robert Crawford of Anderson County Schools, S&ME has been requested to provide this proposal for on-call industrial hygiene services on an as-needed basis. The requested services may include, but are not limited to, asbestos management planning and surveillance, asbestos inspections and assessment of lead-containing materials and polychlorinated biphenyls (PCBs), indoor air quality (IAQ), mold assessment, drinking water sampling and chemical laboratory analysis, and assessment of other hazardous building materials associated with Anderson County Schools facilities.

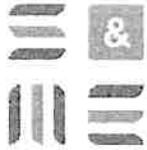
◆ **Scope of Service**

S&ME offers the following Basic Services as part of this proposal:

Task 1 – Asbestos Management Plan Updates and Six-Month Surveillance

In accordance with the Asbestos Hazard Emergency Response Act (AHERA) and 40 CFR Part 763, Local Education Agencies (LEAs) are required to maintain an up-to-date Asbestos Management Plan and conduct periodic surveillance of known or assumed asbestos-containing building materials (ACBM) at least once every six months.

S&ME proposes to provide Asbestos Management Plan update services and six-month periodic surveillance inspections at designated Anderson County Schools facilities. These services are intended to update existing Asbestos Management Plans and do not include preparation of new management plans, unless specifically authorized in writing by the Client.



Proposal for On-Call Industrial Hygiene Services

Anderson County Schools

Anderson County, Tennessee

S&ME Proposal No. 25430144

Services may include the following, as requested:

- Conduct six-month periodic surveillance inspections of known or assumed ACBM;
- Visually assess the condition of previously identified ACBM for signs of damage, deterioration, or disturbance;
- Review existing AHERA documentation maintained at each school, including current management plans, surveillance logs, and response action records;
- Document surveillance findings in a written Six-Month Periodic Surveillance Report for each facility;
- Update existing Asbestos Management Plans to reflect surveillance findings, changes in material condition, or documented response actions;
- Provide recommendations for maintenance, repair, or follow-up assessments if observed conditions warrant further action.

Six-month surveillance inspections will be conducted by appropriately accredited asbestos inspectors and management planners. No bulk sampling will be performed as part of periodic surveillance unless conditions are observed that warrant additional investigation and are specifically authorized by the Client under a separate Work Authorization.

Task 2 – Asbestos Assessment

The Environmental Protection Agency (EPA) and the Tennessee Department of Environment and Conservation (TDEC) require asbestos assessments to be conducted by accredited individuals prior to renovation or demolition projects or prior to the disturbance of suspect asbestos-containing materials (ACM). The samples collected during such assessments must be analyzed using Polarized Light Microscopy (PLM) and confirmatory samples analyzed by Transmission Electron Microscopy (TEM) for those non-friable organically bound materials (e.g., roofing products, mastics, caulking, glazing, etc.) previously tested negative. The applicable EPA regulations enforced include 40 Code of Federal Regulation (CFR), part 61, subpart M, Final Rule National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the Asbestos in Schools Hazard Abatement Reauthorization Act (ASHARA).

S&ME will perform an asbestos assessment at requested facilities. The assessment will include a visual survey and sampling strategy developed in general accordance with NESHAP and the sampling protocol described in the AHERA to provide representative samples of each suspect ACM. The scope of the assessment may include interior and exterior areas of the structure, including the roof and any areas scheduled for renovation, as requested by the Client.

The bulk samples will be collected and submitted to a laboratory for identification of asbestos type and content. The analytical laboratory that will be used is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). For PLM analytical results that indicate levels between "trace" and 10 percent asbestos, the Client has the option to analyze the samples further by Point Count analysis to better quantify the asbestos content. Materials having asbestos results less than or equal to one percent are not regulated by EPA or TDEC; however, if a friable material is found to contain trace or less than one percent asbestos and the result is not verified by Point Count, it must be presumed to be an ACM. If the Client chooses Point Count analysis, there will be an additional cost. In addition, if the first sample analyzed from a specific homogeneous area (HA) of suspect



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ACM is identified as asbestos containing, S&ME may elect to not analyze additional samples from that particular (HA).

The assessment may include sampling of the flat or low slope roof. Please be aware that roof sampling will damage the roof and may affect roof warranties. Sampling will require cutting through roofing layers to the roof substrate. S&ME will provide a temporary patch at these sample sites but cannot be responsible for repair of the roof. If repair of the roof is desired, the Client is responsible for contracting a roofing specialist to immediately repair sample locations. S&ME is not responsible for leaks or damage caused as a result of sampling. S&ME is not a licensed roofing contractor and will not patch the sample locations, nor will we be responsible for potential leaks that may occur as a part of our sampling. The Client is responsible for patching sample locations or having sample locations patched, if necessary. The assessment may include sampling of the pitched, flat, or low slope roof. Roof samples will be collected from eaves and overhangs that can be reasonably and safely obtained by ladder.

S&ME will sample representative suspected asbestos roofing materials that can be safely accessed. Unless included as part of the work authorization, the following site conditions may require a Change Order to this proposal for use of an aerial lift or installation of an acceptable anchorage designed for personal fall protection:

- Sampling materials near unguarded roof edges or openings;
- Sampling roofs higher than 13 feet without designated access, e.g. fixed ladders, fixed stairs; or
- Sampling materials on fragile, brittle, or structurally unsafe roofs.

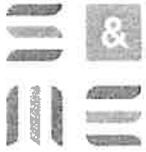
Task 3 – AHERA Three-Year Reinspection

The EPA mandates three-year (triennial) re-inspections of known or assumed asbestos-containing building materials (ACBM) under the AHERA of 1987 and 40 CFR Part 763. AHERA regulations require triennial re-inspections to be conducted by an appropriately Tennessee-accredited Asbestos Inspector, including evaluation of ACBM condition, development of response action recommendations by a qualified Asbestos Management Planner, and incorporation of reinspection findings into the facility's existing Asbestos Management Plan.

Under the provisions of AHERA, LEAs are required to perform a reinspection of known or assumed ACBM at each school facility at least once every three years. The resulting Triennial Reinspection Reports are incorporated into the existing AHERA Asbestos Management Plans maintained for each covered school and facility.

S&ME proposes to perform the AHERA-required three-year re-inspections and prepare AHERA Triennial Reinspection Reports for each facility previously inspected or re-inspected. These services will be used to update existing Asbestos Management Plans and do not include preparation of new management plans. To complete this work, S&ME will:

- Provide a Tennessee-accredited Asbestos Inspector to visit each Anderson County Schools facility (or applicable portions thereof) scheduled for reinspection, including facilities previously included in the most recent reinspection cycle;
- Visually assess the physical condition, accessibility, and integrity of previously identified or assumed ACBM;
- Evaluate changes in building use, maintenance activities, or renovations that may affect ACBM condition;



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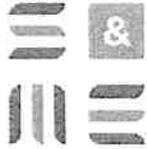
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- Review AHERA documentation maintained on-site at each school, including current management plans, six-month surveillance records, prior reinspection reports, and response action documentation;
- Prepare an AHERA Triennial Reinspection Report for each facility, suitable for inclusion in the existing Asbestos Management Plan and retention on-site;
- Update existing Asbestos Management Plans to reflect reinspection findings, material condition changes, and completed or recommended response actions.

No bulk sampling will be performed as part of the three-year reinspection unless suspect materials not previously identified are observed and sampling is specifically authorized by the Client under a separate Work Authorization.

Task 4 – Limited Mold Assessment

- S&ME will perform a visual assessment of readily accessible interior areas of the requested facilities to look for signs of moisture intrusion and/or damage and mold growth such as:
 - Visible mold;
 - Musty odors;
 - Discoloration on surfaces;
 - Standing water or condensation;
 - Wet or damp building materials;
 - Water stains or leaks;
 - Rust on metal surfaces; and
 - Mineral deposits on masonry, plaster, or concrete surfaces.
- Temperature and relative humidity will be measured in areas of concern and unaffected reference locations, if present.
- A moisture meter and/or an infrared camera may be used to identify areas of suspected moisture intrusion.
- Digital photographs of representative areas of visible mold or moisture intrusion and/or damage will be taken, if observed.
- If requested, surface mold samples will be collected to identify mold types on representative surfaces exhibiting suspected mold.
- If requested, airborne mold spore samples will be collected in affected indoor locations. Two samples will also be collected at outdoor locations on or near the subject property for comparison and a quality media blank will be collected. The samples will be collected using the spore trap sampling method for total mold spores and submitted to a laboratory accredited by American Industrial Hygiene Association (AIHA) for analysis by direct microscopic examination. If indoor mold levels exceed respective outdoor mold type levels and/or the predominant indoor mold types differ from those found outdoors, the indoor mold levels are considered to be amplified, implying an indoor mold source may be present.



Task 5 – Preparation of Mold Remediation Plan (MRP)

If mold remediation is recommended, S&ME can prepare an MRP suitable for use by a qualified mold remediation contractor in remediating the mold contamination identified. The mold remediation contractor will be selected and contracted by the client. The MRP will:

- Identify affected areas and materials to be remediated;
- Outline general remediation procedures, including cleaning and removal;
- Describe use of containment zones, HEPA-filtered air scrubbers, and dehumidification; and
- Define post-remediation methods and acceptance criteria.

Task 6 – Indoor Environmental Quality Assessment

- S&ME will perform a visual assessment of the building interior to evaluate conditions that may contribute to IEQ concerns. This includes identification of potential moisture intrusion, water damage, visible mold growth, or other environmental contributors such as:
 - Noticeable, unusual, chemical, or musty odors;
 - Evidence of chemical use (e.g., deodorizers or cleaning agents);
 - Improper storage or usage of cleaning chemicals or pesticides;
 - Evidence of pest infestations;
 - Discoloration on surfaces or visible mold;
 - Wet or damp materials, standing water, or water stains;
 - Rust on metal surfaces or mineral deposits on masonry, plaster, or concrete;
 - Poor ventilation, including off-gassing from building materials or finishes; and
 - Inadequate lighting conditions (e.g., dim, bright, or flickering lights).
- Digital photographs of representative conditions—such as visible mold, water damage, or materials suspected to be contributing to IEQ issues—will be collected where applicable.
- General indoor air quality parameters will be measured in selected locations to help evaluate environmental conditions and ventilation performance. These may include:
 - Temperature and relative humidity
 - Carbon dioxide (CO₂) indoors and outdoors;
 - Carbon monoxide (CO);
 - Hydrogen sulfide (H₂S);
 - Formaldehyde;
 - Total volatile organic compounds (TVOCs);
 - Moisture readings (using moisture meters and, if necessary, infrared thermography); and
 - Mold.

Task 7 – Drinking Water Sampling

S&ME will collect water samples from drinking fountains and/or sink fixtures from the requested Anderson County Schools facilities. Water samples will be collected in accordance with EPA memorandum of clarification of



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recommended tap sampling procedures for the lead and copper rule. To comply with this guidance, samples will be collected after a minimum eight-hour stagnation period (typically overnight). Sampling will not be conducted on Mondays or immediately following school holidays.

S&ME will collect a 250-milliliter (mL) initial (first draw) water sample from each selected drinking water outlet or fixture using laboratory-provided bottles. The samples will be preserved according to EPA Method 6010B, sealed, and stored in rigid insulated coolers with ice prior to transport. This process will be repeated until all fixtures identified by Anderson County Schools have been sampled. Samples will be sent to a state-certified and NVLAP accredited laboratory for analysis by EPA Method 6010B.

Task 8 – Written Report

Upon completion of each assessment type, S&ME will prepare a written report of methods and tools used, findings, conclusions, discussions, and recommendations as necessary. We will also provide estimated quantities of identified ACM and a figure showing bulk sample locations with location of identified ACMs, LBPs, and LCPs. Photographs of these documented materials will be included in the report. Some services will be performed under the direction of an industrial hygienist certified by Board for Global EHS Credentialing (BGC).

Limitations

This proposal is solely intended for the Basic Services described in the Scope of Service. The Scope of Service may not be modified or amended unless such changes are agreed to in writing by both the Client and S&ME. Use of this proposal and any resulting documents, including written reports, is limited to the referenced project and Client. No other use is authorized by S&ME. All services will be performed exercising the ordinary skill and competence of consulting professionals practicing in relevant disciplines within this region.

Limited destructive testing of building materials and finishes may be performed where necessary to complete the authorized assessments; however, S&ME will not repair sample locations. Extensive destructive testing is not included, and ACM that are not visible or readily accessible may not be identified. Limited destructive techniques may be used to access concealed areas such as pipe chases without repair. Any suspect ACM encountered during renovation or demolition activities must be sampled and analyzed prior to disturbance.

Although PLM is the EPA-specified method for analysis of bulk asbestos samples, there are instances in which PLM may not identify asbestos fibers that are extremely small or bound within resinous materials. EPA recommends TEM analysis for certain materials, such as floor tile, mastics, and asphaltic roofing, when PLM results are negative. Current EPA regulations do not require this additional analysis, and TEM analysis is not included unless specifically authorized.

S&ME will make a reasonable effort to access all areas included in the authorized Scope of Services at the time of the assessment. Areas that are locked, occupied, or otherwise inaccessible will not be included and will be documented in the report. Additional mobilizations required to access such areas will be performed only upon written authorization and may require a Change Order.



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S&ME can only document conditions present at the time of the assessment. Conditions related to moisture intrusion, mold, or indoor environmental quality may change over time. Mold and moisture assessments are limited in nature and do not include destructive investigative methods. S&ME cannot guarantee identification of all sources of moisture or mold, and conditions that are not readily observable may exist but not be discovered.

S&ME is not aware of reputable information that would allow us to determine whether or not the results of our assessment and testing indicate the presence or absence of a health risk from mold. In fact, reputable sources indicate that it is not possible to determine "safe" or "unsafe" levels of exposure for people in general. Therefore, consultation with an appropriately qualified medical professional may be necessary.

Evaluation of health risks or occupant exposures is not included in the Scope of Services. Biological screening includes testing for certain biological agents commonly present in building materials and does not include testing for all biological agents. Testing does not include viruses or bacteria. There is no widely accepted scientific basis for determining "safe" or "unsafe" levels of mold exposure; therefore, consultation with a qualified medical professional may be appropriate.

❖ Exclusions

Without attempting to be a complete list or description of all services or potential services excluded from this proposal and not performed by S&ME, the following services are specifically excluded:

- Preparation of new Asbestos Management Plans. S&ME's services are limited to updating existing Asbestos Management Plans based on authorized inspections, surveillance activities, and reinspection findings. Development of new Asbestos Management Plans is expressly excluded unless specifically authorized in writing by the Client under a separate Work Authorization or agreement.
- Assessment of the operation or condition of the heating, ventilation, and air conditioning (HVAC) systems, including air handling units and duct systems;
- Building envelope study or engineering study inside or outside the building;
- Equipment that may contain asbestos but would require dismantling or other disassembly to access it unless such equipment is identified and disassembled by the Client;
- Repairs to sampled architectural finishes;
- Services related to hazardous or potentially hazardous building materials, other than those specifically identified in this proposal;
- Design services or consultation related to design services;
- Abatement cost estimating or abatement related services; and

Some of these services are available upon request under a separate proposal.

❖ Fees

Based upon the specific services requested under the Scope of Services described herein, fees will be established using the Fee Rates included in Attachment II. Services will generally be authorized and billed on a unit-rate or time-and-materials basis, as identified in the project-specific Work Authorization.



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Where the Scope of Services is clearly defined, individual Work Authorizations may be issued on a lump-sum basis, as agreed to in writing by Anderson County Schools and S&ME. Unit rates applicable to the authorized services will be identified on each Work Authorization.

All services will be performed on an as-needed basis, and no minimum fee or guaranteed level of services is implied by this Agreement.

❖ **Schedule**

S&ME is available to schedule this service within five to seven business days following receipt of your written authorization to proceed. A written report will be available approximately three weeks following completion of sampling.

❖ **Client Responsibilities**

In order to provide these services, the client must provide full unencumbered access to each facility and provide necessary safety training, security access, and specialized personal protective equipment (PPE). S&ME will provide typical PPE, e.g. safety glasses, hearing protection, and safety-toe shoes. The Client to must also provide the following information for each assessment requested:

- Signed Agreement for Services (attached Form AS-071) or Purchase Order;
- Electronic floor plan drawings or figures, if available.
- Safe and timely access to all subject areas of the building over the course of an estimated number of budgeted sampling hours or days or weekdays.
- Information relative to any previous asbestos sampling data.
- A summary of requested services.
- Minimum of 24-hour notice is required for scheduling our staff.
- Facility sampling plan notification prior to S&ME staff arrival.
- Name and contact information for the site representatives to schedule our field services, and the on-site escort, if required.

❖ **Authorization**

Our Agreement For Services (AS-071) form, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. Any changes or modifications to the AS-071 or the revised proposal are required to be acknowledged by both parties, initialing acceptance of this revised proposal and Agreement for Services next to the change and/or modification. We will then provide a counter signed copy to you and proceed with the performance of services.

If you elect to accept future task orders by issuing a purchase order, then please specifically reference this proposal number in the purchase order as authorization to proceed with the performance of our services. However, the terms and conditions included in any purchase order shall not apply and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements. If this proposal is transmitted to you via email, and if you chose to accept this proposal by email, your reply email



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acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated form (AS-071) and hereby accept both as written.

An example Work Authorization form can be found in Attachment I. This form will be used to authorize our services for each project as requested by Anderson County Schools. The work authorization will be customized and include correspondence that describe our Scope of Service and provide the fee for each project and our services would be initiated through the following process:

- Anderson County Schools will notify S&ME of services required for the particular project or task.
- S&ME will submit our Work Authorization to you detailing the requested Scope of Services, schedule, and anticipated fee, referencing this proposal.
- Anderson County Schools will provide a signed Work Authorization form and forward in an email with notification to proceed.
- Upon approval of the signed Work Authorization, S&ME will complete services and provide written correspondence or a report detailing our services.
- S&ME will bill for services upon completion. It is our understanding that Anderson County Schools will issue a purchase order for services rendered.

✦ Closing

S&ME appreciates the opportunity to be of service to you. If you have questions regarding our proposed Scope of Services, or if we may be of further assistance, please call us at (865) 970-0003.

Sincerely,

S&ME, Inc.

Lori Shelton Pieniazek, GIT
 Project Manager
lorishelton@smeinc.com

James R. Bruce, PG, CHMM
 Technical Principal
rbruce@smeinc.com

CIH Review by: Ryan Butler, MS, CIH, CSP

Attachments: Attachment I Work Authorization
 Attachment II Fee Schedule
 Attachment III Agreement For Services (AS-071)

Attachments

Attachment I – Work Authorization

Work Authorization

Between:
S&ME, Inc.
and
Anderson County Schools

Project Name: _____

Project Location: _____

As requested by Anderson County Schools on (Date: _____), it is agreed for S&ME to perform the following services in accordance with the provisions of the Agreement for Services (S&ME Proposal No. 25430144, for On-Call Industrial Hygiene Services) between Anderson County Schools and S&ME, Inc. dated xxxxxx, xx, xxxx.

Scope of Services:

Services*	Budget/ Fee Type	Schedule
Management Planning Services		
Asbestos Inspection and Project Monitoring Services		
Indoor Air Quality and Mold Sampling		
Drinking Water Lead Sampling		
Regulated Materials and Universal Waste		

NA – Not Applicable

*If applicable, attach additional specific scope description to this work authorization

Exclusions: To be determined on a project basis

This quotation is valid for a period of 90 days.

Agreed as to Scope of Services, time schedule, and budget:

Anderson County Schools

S&ME, Inc.

Signature: _____

Signature: _____

Date: _____

Date: _____

Attachment II – Fee Schedule

Management Planning Services Fee Schedule

Unit Rate Schedule

Effective 2026

Asbestos Management Planning Services

Item	2026 Rate	Unit
Six-Month Periodic Surveillance	\$500	Per school
AHERA Three-Year Reinspection	\$1,100	Per school
Asbestos Inspection – New School or Update of Older School	\$900	Per school
Asbestos Awareness Training (2-Hour Session)	\$1,050	Per session

Asbestos Inspection and Project Monitoring Services

Item	2026 Rate	Unit
Asbestos Bulk Sampling – Standard Turnaround	\$35	Per sample
Asbestos Bulk Sampling – Rush (24-Hour)	\$55	Per sample
Project Design / Scope Preparation	\$1,100	Per design
Daily Air Monitoring During Abatement (up to 8 hours)	\$900	Per day
Weekend / Overtime Air Monitoring	\$165	Per hour
PCM Asbestos Analysis	\$35	Per sample
TEM Clearance Sampling	\$700	Per clearance
TEM Sample Set – Standard (13 samples)	\$900	Per set
TEM Sample Set – Rush (24-Hour, 13 samples)	\$1,450	Per set

Indoor Air Quality and Mold Services

Item	2026 Rate	Unit
Visual Mold and Moisture Assessment	\$750	Per school
Airborne Mold Spore Sample Collection	\$95	Per sample
Surface Wipe or Swab Sample Collection	\$95	Per sample

Drinking Water Lead Assessment Services

Item	2026 Rate	Unit
Drinking Water Sampling	\$135	Per hour
Laboratory Lead Analysis	\$95	Per sample

Management Planning Services Fee Schedule

Unit Rate Schedule
Effective 2026

Additional Pricing Items

Item	2026 Rate	Unit
Reporting – Project Professional	\$175	Per hour
Reporting – Senior Review	\$315	Per hour
Reporting – CIH Review	\$315	Per hour
Mileage	\$0.90	Per mile
Shipping / Courier	\$75	Per shipment

Attachment III- Agreement For Services (AS-071)

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:
 CLIENT Accounts Payable contact phone number:
 CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENCE MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

 By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service”). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS**:
 - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
 - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.
 - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
 For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
- For Cause - In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services, any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.
18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

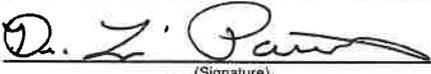
19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT:	AndersonCounty Schools	S&ME, Inc.
BY:	 (Signature)	BY: _____ (Signature)
	Dr. Tim Parrott Directors & Schedules (Print Name / Title)	_____ (Print Name / Title)
DATE:	2/17/2026	DATE: _____
PROPOSAL NUMBER:	25430144	

Client's FAXED or DIGITAL signature to be treated as original signature

February 19, 2026

Anderson County
100 N. Main Street
Clinton, Tennessee 37716

ATTENTION: The Honorable Terry Frank
tfrank@andersontn.org

Subject: **PROPOSAL FOR ENVIRONMENTAL SERVICES 2026**
Former Anderson County Landfill, TDEC-DoR Site No. 01-580
Blockhouse Valley Road
Anderson County, Tennessee
UES Proposal No. A25109.00069.000
Term: One year

Dear Mayor Frank:

UES is pleased to provide you with environmental services for the former Anderson County Landfill, TDEC-DoR Site No. 01-5780, also referred to as the Blockhouse Valley Landfill. This proposal provides our understanding of the scope of services required, an estimate of fees, proposed schedule, and establishes contractual agreements. Our Agreement for Services is attached to this document and is incorporated as a part of this proposal.

PROJECT INFORMATION

Anderson County is responsible for the post closure activities at the Former Anderson County Landfill as required by the facility Remedial Design Plan approved by Tennessee Department of Environment and Conservation (TDEC) Division of Remediation (DOR) in 2004. Groundwater and surface water monitoring is currently completed annually in accordance with a reduced monitoring program implemented in 2021 and reported annually in coordination with the TDEC-DOR. A remedy inspection covering all aspects of the remedy as defined in the Remedial Design Plan, including institutional controls, fencing, surface water/erosion controls, and constructed treatment wetlands, is required annually. Inspection procedures and observations are reported annually with the groundwater and surface water monitoring results.

ENVIRONMENTAL SERVICES

UES is providing this proposal to conduct environmental services the Former Anderson County Landfill as required by the facility Remedial Design Plan implemented in 2004 and a reduced monitoring program implemented in 2021 and reported annually in coordination with the TDEC-DOR. It is understood that ongoing regulatory decisions may impact proposal assumptions. Modifications, repairs, and/or rehabilitation of the existing remedial system may ultimately be necessary. The scope of services for the current status of each item is detailed below.

UES understands Anderson County is required to sample and analyze two required groundwater monitoring locations (CO-2R and CO-3R) and one surface water monitoring location (FWS-Out) annually for monitoring constituents as required by the reduced monitoring program implemented in 2021.

UES understands the approved Remedial Design Plan involves identifying offsite residential wells surrounding the landfill's boundaries, landfill boundary wells, and surrounding springs. The scope outlined in this proposal includes the mile-radius well survey required annually for the Landfill.

UES will conduct monitoring activities and remedy inspections on an annual basis in accordance with facility Remedial Design Plan implemented in 2004 and a reduced monitoring program implemented in 2021 and reported annually in coordination with the TDEC-DOR. The following tasks are proposed for the completion of the monitoring activities and remedy inspections:

- Annually collect groundwater samples from two monitoring wells (CO-2R and CO-3R) and one surface water monitoring location (FWS-Out) and analyze them for monitoring constituents as required by the reduced monitoring program implemented in 2021 and submit results to TDEC-DOR in the Facility Annual Report.
- Annually review of institutional controls, fencing, Tsurface water/erosion controls, and constructed treatment wetlands and submit results to TDEC-DOR in the Facility Annual Report.
- Conduct quarterly inspections of the FWS pond and the solar powered aerator (if problems with the aerator are encountered, troubleshooting activities will be initiated) and submit results to TDEC-DOR in the Facility Annual Report.

Complete annual water use survey and submit results to TDEC-DOR on the Facility Annual Report.



LIMITATIONS

This proposal is based on the following assumptions:

- Anderson County provides site access during normal working hours.
- This proposal is to conduct analysis as required by TDEC and does not address any other federal or state laws that may apply.
- The groundwater monitoring is based on the current list of analytes and locations requested by TDEC. If additional analysis is required, the additional cost will be provided to Anderson County for approval prior to sampling and analysis.
- Lab costs are based on standard turnaround times.

FEES & SCHEDULE

UES submits this proposal to conduct annual groundwater and surface water sampling, remedial inspection tasks, and reporting necessary to manage and maintain compliance with regulatory and permit requirements. UES proposes to complete the above-mentioned scope of services for the lump sum fee of **\$20,493/annually**.

UES will provide recommendations based on the Annual Report findings and proposed mitigation goals to facilitate the goals of closure and possible redevelopment. Access to the property will be reviewed and any necessary repairs will be done prior to implementation. Any necessary actions will be reported to Anderson County for review and UES will discuss the most cost-efficient process to complete the tasks required. The methods may include obtaining multiple bids from subcontractors for necessary tasks, utilization of non-profit organizations or county-provided labor. As noted, ongoing regulatory negotiations over data evaluation may impact proposal assumptions for the landfills and an increase in sampling frequency and/or required constituents may be necessary. Additional services outside of this scope of work can be provided on a time and materials basis per our attached fee schedule. These services will be “need driven” but may include but not be limited to, negotiation with TDEC, fence repair, invasive species removal, tree planting, as well as best mowing practices to promote plant health and wildlife habitat.



CONTRACTUAL AGREEMENTS

Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office. Verbal authorization after receiving our proposal indicates acceptance of the attached Terms and Agreement.

UES sincerely appreciates the opportunity to provide you with this proposal. If you have any questions, please contact us.

Respectfully Submitted,
UES



Byron L. Barton, P.G.
Environmental Program Manager



Jeff Smith, P.G.
Senior Geologist

Attachments: Terms and Conditions
Fee Schedule.





STANDARD AGREEMENT FOR SERVICES AND GENERAL TERMS

Project Name and Location Blockhouse Valley Landfill Anderson County (the "Project")

Proposal No. and Date A26109.00069; 02/19/2026 Fee: (See Proposal)

FOR PAYMENT OF INVOICES:

Firm Anderson County Major Terry Frank Phone No. 865-457-6200

Address 100 N Main Street Suite 208

Clinton Zip Code TN 37716 Email tfrank@andersoncountyttn.gov

Attention Leean Tupper Title Admin. Assistant

REPORT DISTRIBUTION:

Firm Anderson County Government Firm Firm

Email tfrank@andersoncountyttn.gov Email Email

Attn: Terry Frank Attn: Attn:

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal and the General Terms printed on the back of this page are:

Accepted this day of 2026

(the "Client")

Individual, firm, or corporate body name

Signature of the authorized representative

Name of authorized representative and title

General Terms and Conditions**Section 1: Binding Agreement**

1.1 By accepting the Proposal, Client accepts and agrees to be bound by all terms set forth in the Proposal and these General Terms and Conditions and any applicable addendum attached hereto. Client acknowledges and agrees that these General Terms and Conditions include certain state-specific terms and conditions that are applicable based on the location where the Services (as hereinafter defined) are to be performed. Attached hereto are State-Specific Addenda, each corresponding to a particular state or region.

1.2 If the Services are performed in Florida, Texas, California, Nevada, Oregon, Washington or Arizona, the State-Specific Addendum attached hereto is incorporated into and made a part of these General Terms and Conditions.

1.3 In the event of any conflict between these General Terms and Conditions and the terms of the applicable State-Specific Addendum, the terms of the State-Specific Addendum shall govern and control for Services performed in that state or region.

1.4 The Proposal and these General Terms and Conditions (collectively, the "Agreement") represent and contain the entire and only agreement and understanding among UES Professional Solutions, LLC, a Florida limited liability company and its affiliates (the "Company") and Client with respect to the subject matter of this Agreement and supersede any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties.

Section 2: Services

2.1 The Company is responsible for providing the services described under the Scope of Services ("Services") of the Proposal to which these General Terms and Conditions form a part. The term "the Company" as used herein includes all the Company's agents, employees, professional staff, and subcontractors.

2.2 The Company shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written addendum or change order (collectively, "Change Order") to the Agreement agreed to by the Company and Client, and only to the extent set forth in that Change Order.

2.3 The Company shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

2.4 The Company shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration ("OSHA")), and other materials necessary to provide the Services. The Company, at its sole discretion, may retain subcontractors or other third parties to assist it in the provision of the Services.

2.5 The terms "Project" and "Site" as used interchangeably in these General Terms and Conditions refer to the land and/or construction project on which or to which the Company is to provide Services under this Agreement.

2.6 The Company shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

Section 3: Professional Standard of Care

3.1 The Company will provide its Services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES THE COMPANY PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM OR CHANGE ORDER, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

3.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any hazardous substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST THE COMPANY, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS.

3.3 The Company will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to, or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

3.4 Execution and delivery of this Agreement by the Company is not a representation that the Company has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services.

3.5 Client's payment in full of the amount owed for Services rendered shall be taken to mean that Client is satisfied with and has accepted the Company's Services.

Section 4: Responsibilities

4.1 Client is responsible for providing the Company with a clear understanding of the project's nature and scope. Client shall supply the Company with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow the Company to properly complete the Services. Client assumes all liability for information not provided to the Company that may affect the quality or sufficiency of the Services.

4.2 Client acknowledges that the Company's responsibilities in providing the Services is limited to those services described in the Proposal, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those Services. Such duties may include, but are not limited to, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for the Company's provision of the Services.

Section 5: Site Access and Site Condition

5.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for the Company to perform the Services and will notify all affected persons and entities in writing of the Company's presence. The access shall be adequate to allow the Company to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. The Company shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services. If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant the Company lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and any facilities located thereon and are necessary to perform the Services. The Company reserves the right to delay, without penalty, any Site visit and the provision of Services if a site access agreement, in the Company's reasonable judgment and discretion, would impose conditions, liabilities or risks on the Company in excess of those set forth in these General Terms and Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, RELEASE, AND HOLD THE COMPANY, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (THE "COMPANY INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM THE COMPANY'S PERFORMANCE OF SERVICES AT SUCH SITE.

5.2 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for the Company to provide the Services. The Company shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, the Company will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. The Company shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If the Company encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. The Company shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, the Company shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA, unless otherwise identified in the Proposal.

5.3 Client is responsible for accurately identifying to the Company in writing the existence and location of all subterranean structures and utilities on or affecting the Site and the Services. The Company will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize the Company to conduct applicable private utility identification and clearance requirements on behalf of Client.

5.4 Unless otherwise stated in the Proposal, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If the Company encounters materially different conditions at the Site, the Company shall inform Client, and a Change Order shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

Section 6: Hazardous Substances and Environmental Conditions

6.1 Client represents it has informed the Company of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided the Company with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

6.2 For purposes of the Agreement and these General Terms and Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

6.3 Except to the extent required by law, the Company shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

6.4 FOR ENVIRONMENTAL INVESTIGATION, GEOTECHNICAL AND REMEDIATION PROJECTS, the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating a Change Order. Although unlikely, Client acknowledges that such a discovery of Hazardous Substances may make it necessary for the Company to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate the Company for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

6.5 FOR ENVIRONMENTAL INVESTIGATION AND REMEDIATION PROJECTS, all substances on, in, or under Site, or obtained from Site as samples or as byproducts of the sampling process, shall be Client's property. The Company shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. the Company may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that the Company is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

FOR GEOTECHNICAL PROJECTS, all substances on, in, or under the Site, or obtained from the Site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that the Company is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, the Company shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that the Company is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

6.6 The Company shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

6.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD THE COMPANY INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) THE COMPANY'S DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE ACTS, OMISSIONS OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES THE COMPANY IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) THE COMPANY IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) THE COMPANY IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT THE COMPANY ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS

SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

Section 7: Reviews, Inspections, Testing, And Observations

7.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than the Company subcontractors), such Services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client and such third parties.

7.2 The Company shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

7.3 Neither the activities of the Company pursuant to this Agreement, nor the presence of the Company or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon the Company any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

7.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of the Company. The Company will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work. Client shall at the time of execution of the Agreement provide the Company with a proposed schedule for tests and inspections the Company shall perform. Client will give reasonable notice of all changes to that schedule. The Company shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

Section 8: Billing and Payment

8.1 The Company will submit invoices to Client monthly or upon completion of Services. Invoices will show charges for different personnel and expense classifications. Partially completed items of work for which a fee has been specified may be billed based upon the percentage of completion as estimated by the Company. Reimbursable expenses, those outside of the scope of the proposed Services, will be charged to the Client at cost plus an applicable fee. Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of the lesser of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. If the Company incurs any expenses to collect overdue billings on invoices, the sums paid by the Company for reasonable attorneys' fees, court costs, the Company's time, the Company's expenses, and interest will be due and owing by the Client. Client agrees that the Company may refuse to release to Client any reports, findings, data, and other work product until it has been paid in full for Services rendered.

Section 9: Ownership and Use of Documents; Intellectual Property

9.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, as instruments of service, shall remain the property of the Company. Neither Client nor any other entity shall change or modify the Company's instruments of service. The Company disclaims any and all responsibility and liability for problems that may occur during implementation of the Company's plans, specifications, or recommendations when Company is not retained to observe such implementation. The Company will retain all pertinent records relating to the Services for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the Scope of Services following submission of the report or completion of the Services, during which period the records will be made available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of the Company's employees to assemble and transmit those documents.

9.2 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of the Company. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and instruments of service may be disclosed, and for which a separate fee will be charged. The Company shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and Client shall release, indemnify, defend, and hold harmless the Company from any losses arising from or related to such unauthorized disclosure, attribution or reliance. Client is the only entity to which the Company owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

9.3 The Company shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by the Company prior to the date of this Agreement or created or modified by the Company during the provision of the Services.

9.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

Section 10: Risk Allocation and Indemnification

10.1 Client agrees that the Company's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed the greater of \$50,000 or the Company's fee. If Client prefers to have higher limits on contractual or professional liability, the Company agrees to increase the limits up to a maximum of (i) \$1,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of five percent of the total fee for Services or \$1,000.00, or (ii) \$2,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of ten percent of the total fee for Services or \$2,000.00. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional contractual or professional liability insurance.

10.2 Client shall not be liable to the Company and the Company shall not be liable to Client for any PUNITIVE, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or the Company, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action.

10.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

10.4 Subject to the provisions of the limitation of liability described in this Section, Client and the Company each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or consultants in the performance of Services. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of Client and the Company, they shall be borne by each party in proportion to its negligence.

10.5 Notwithstanding any other term or provision in this Agreement, in recognition of the relative risks, rewards and benefits of the work being performed by the Company to both the Client and the Company, the risks have been allocated such that the Client agrees and acknowledged that, to the fullest extent permitted by law, the total liability of the Company to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes of action whatsoever, whether arising out of contract, negligence, strict liability in tort, or warranty, shall not exceed the amount specified in Section 10 of the General Terms and Conditions.

Section 11: Insurance

11.1 The Company represents it has Worker's Compensation insurance in force, that it has commercial general liability coverage in the amount of \$1,000,000.00 per occurrence and has professional liability insurance in the amount of \$1,000,000.00 per claim.

11.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by the Company, provide proof to the Company to verify such insurance.

Section 12: Dispute Resolution

12.1 All claims, disputes, and other matters in controversy between the Company and Client arising out of or in any way related to this Agreement or any Addendum or Change Order shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Company shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against the Company subject to the limitations in Section 10. For the purposes hereof, "successful party" shall mean a party who receives an award greater than fifty (50%) percent of its claimed amount.

12.2 The sole and exclusive venue for any dispute resolution proceeding shall be the location in which the Company office performing the Services is located. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company office performing the Services is located.

12.3 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against the Company, shall be deemed waived unless (i) Client notifies the Company of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client contends that a claim exists against the Company for negligence or another violation of a standard of care owed by the Company, Client has first provided the Company with a written certification executed by an independent design professional currently practicing in the same discipline as the Company. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in this Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Company not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

12.4 NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY THE COMPANY FOR THE SERVICES. THE PARTIES AGREE THAT THIS PROVISION IS MATERIAL TO THE DECISION OF THE COMPANY TO ENTER INTO THIS AGREEMENT, THAT IT IS A REASONABLE MEASURE TO ALLOCATE AND INSURE AGAINST RISK, AND THAT IT DOES NOT VIOLATE PUBLIC POLICY.

Section 13: Termination

13.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, the Company shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by the Company in connection with such termination and the winding down of its operations.

13.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, the Company may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by the Company in completing such analyses, records, and reports.

Section 14: Solicitation of Employees

14.1 Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which the Company has provided Services, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of the Company except as authorized in writing by the Company.

Section 15: Assigns

15.1 Neither Client nor the Company may assign this Agreement or assign or delegate any of its rights or obligations without the prior written consent of the other party.

Section 16: Survival

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

Section 17: Miscellaneous

17.1 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

17.3 The headings in these General Terms and Conditions are for reference only and are not intended to form part of the Agreement between the Parties.

17.4 It is agreed that this Agreement is entered into by the parties for the sole benefit of the parties to the Agreement, and that nothing in the Agreement shall be construed to create a right or benefit for any third party.

17.5 To the extent that a statute of limitations for any cause of action against the Company arising from this Agreement can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to this Agreement, or the Services provided by Company r, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date Company last provided Services. The parties agree that this provision is material to the decision of Company to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

17.6 All future services rendered by the Company at Client's request for the Project described in the Proposal (whether by Change Order, Addendum, or amendment to this Agreement) shall be conducted under the terms of this Agreement.

CLIENT APPROVAL

In the event the Client authorizes work without returning a signed copy of the Proposal, the Client agrees to be bound by the General Terms and Conditions as stated herein. The Proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed Proposal is returned to the Company.

FEE SCHEDULE

A. PERSONNEL

1. Senior Engineer, per hour	\$ 175.00
2. Senior Geologist, per hour	\$ 155.00
3. Senior Project Manager, per hour	\$ 125.00
4. Environmental Professional, per hour	\$ 110.00
5. Staff Geologist, per hour	\$ 100.00
6. Environmental Scientist, per hour	\$ 100.00
7. Environmental Staff, per hour	\$ 85.00
8. Drafting/Report Services, per hour	\$ 75.00
9. Administrative Assistant, per hour	\$ 55.00

B. LABORATORY

1. VOCs, each	\$ 105.00
2. SVOCs, each	\$ 220.00
3. BTEX MtBE / Naphthalene, each.....	\$ 55.00
4. PCBs, each	\$ 75.00
5. PAHs, each	\$ 95.00
6. EPH, each	\$ 50.00
7. RCRA 8 Metals, each	\$ 85.00
8. TCLP Metals, each	\$ 125.00
9. TCLP Metals / VOCs / SVOCs, each	\$ 550.00
10. Full TCLP, each	\$ 700.00
11. Soil Gas TO-15, each	\$ 300.00
12. Oil & Grease, each	\$ 55.00
13. Fluoride, each.....	\$ 25.00

Note: The laboratory prices are provided for reference. The actual lab fees will be billed with the Cost + 20% markup as billed by the lab. Additional project specific tests will be priced upon request.

C. SPECIAL EQUIPMENT CHARGES

1. OVA, per day	\$ 100.00
2. Four Gas Meter, per day	\$ 105.00
3. Private Utility Clearance, per hour	\$ 200.00
4. Subcontractor Fees / Rentals and Expenses	Cost + 20%

*Overtime - Time over 8 hours per day, plus Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.

**Mileage/Trip – Mileage will be billed on a trip charge or 0.60 cents per mile.

Notes:

All personnel time is portal to portal.

Personnel time, Minimum 2 hours per visit.

ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is required to sell vehicles. The Purchasing Office will obtain available service records from the Fleet Services Department.
- The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- This form is to be emailed to Surplus@andersontn.org

School Nutrition requests to surplus property as detailed below.

(Department)

Rachel Thomas

1/7/24

Signature of Department Head/Elected Official

Date

Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
S003577	Victory Double Stainless Steel Pass-Thru Refrigerator Serial #: B-8122V38 Plug: V115-HZU0-PH2 Model #: I-RS-2D-83-PT Not Working
S003567	Victory Triple Stainless Steel Reach-In Refrigerator Serial #: B-8122V38 Plug: V115-HZU0-PH1-A5.0 Model #: I-RS-3D-53 Not Working
Location	Anderson County High School Cafeteria: 130 Maverick Circle # Does have loading dock. Clinton TN 37716

Attach photographs – the more the better. Attach additional sheet(s) as necessary.

Property Disposition Method (check and fill out applicable box)

	Auction on GovDeals Bid Starting Amount: _____ Contact Name & Phone Number: <u>Jennifer Hatmaker 805-457-7500</u> (Phone number will only be provided to the winning bidder, if necessary.)
	Transfer Property To: _____ (Department) _____ Signature of Receiving Department Head/Elected Official _____ Date _____
	Trade In Purchase Order Number of Trade in: _____
	Stolen or Lost (Attach copy of Police Report)
	Property Destroyed (Attach explanation)

Anderson County Government Employee Critical Care Paramedic School Tuition Agreement

This Agreement is made on 2/27 by and between,
Linda Martin-Colet (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the critical care program at Roane State Community College (RSCC), beginning on or about 4/9, 2026 and ending on or about 5/22, 2026.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$1,500, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than one (1) year after obtaining of Critical Care Paramedic State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave during the period of the agreement, the employee will be required to repay the whole amount paid by ACEMS to RSCC within 90 days of the last day of their full-time status.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the year after obtaining of Critical Care Paramedic State EMS License.
- c. Failure to complete/pass the Critical Care Paramedic program.
- d. Failure to obtain state Critical Care Paramedic license, once all testing opportunities have been exhausted.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses

which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 11: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 12: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

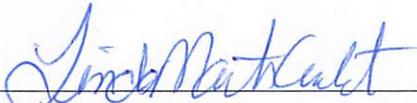
Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 21: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

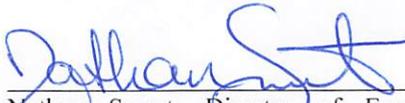

Signature

Linda Martin-cylet
Print Full Name

Date: 2-27-20

Address: 1013 Sugar Care Lane
Knoxville TN 37931

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 2/27/20

Approved as to Form:

County Law Director

**Intergovernmental Agreement Between
United States Department of Energy
and
Anderson County, Tennessee
Regarding
Payment in Lieu of Taxes**

This Agreement is entered into by the United States Government acting through the U.S. Department of Energy's Office of Science Consolidated Service Center (hereinafter "DOE") and the County of Anderson, Tennessee (hereinafter "Anderson County"), collectively the "Parties", and concerns the payment of monies in lieu of taxes for tax year 2025.

RECITALS

The Parties acknowledge that:

1. The United States Government has acquired and owns land for use in its nuclear and other energy programs located within the geographical boundaries of Anderson County in Tennessee, which land was previously subject to ad valorem property taxes as agricultural property; and

2. The United States Government has erected facilities on said land within the geographical boundaries of Anderson County in Tennessee, which has been and is being used in carrying on the activities of the U.S. Department of Energy as a successor agency to the Atomic Energy Commission in accordance with the Atomic Energy Act of 1954, as amended; and

3. The land and facilities owned by the United States Government are not subject to taxation by Anderson County under both the Constitution and laws of the United States and the State of Tennessee, and that therefore Anderson County has suffered the loss of the ad valorem property tax on the land acquired by the United States Government; and

4. The activities of the United States Government within the geographical boundaries of Anderson County in Tennessee have been and are being carried on, in large part, through

contractors in the operation, construction, maintenance, or other utilization of said land and facilities; and

5. It is the opinion of Counsel for DOE and Counsel for Anderson County that such contractors are not liable for taxes on, with respect to, or measured by, the value or other use of such United States Government-owned real property under existing state and federal law; and

6. Under and pursuant to the provisions of the Atomic Energy Act of 1954, as amended, in order to render financial assistance to the states and localities in which the activities of DOE are carried on, and in which the United States Government has acquired property previously subject to state and local taxation, DOE has been and is authorized to make payments in lieu of property taxes (refer to 42 U.S.C. 2208); and

7. Anderson County has requested financial assistance from DOE, and has stated that it will waive and release any claims for tax year 2025 for taxes against DOE and its contractors on, with respect to, or for real property owned by the United States Government; and

8. Anderson County represents that it is authorized to make contracts and execute instruments containing such terms and conditions as may be necessary, proper, or advisable to accomplish the purposes for which it was created.

THEREFORE, the Parties agree as follows:

1. For the purpose of rendering financial assistance to Anderson County, DOE will pay Anderson County, as a payment in lieu of property taxes for public purposes, the sum of **\$701,408.89** for the tax year 2025. The payment will occur as soon as funding is available. The computation and the basis therefor are shown in more detail in the attached Exhibit 1. This payment total represents the amount of the loss of ad valorem tax revenue for public purposes for the tax year 2025 which Anderson County has suffered by reason of the acquisition by the United States Government of real property within the geographical boundaries of Anderson County in Tennessee for nuclear and other energy purposes. This Agreement shall neither apply nor have any bearing on any other tax years.

2. Such payment shall constitute full satisfaction of any and all claims Anderson County may have for taxes for the tax year 2025 against DOE and DOE's contractors, of any nature whatsoever, on, with respect to, or measured by, the value or use of federally-owned real property

which is utilized in carrying on activities of DOE; provided that the acceptance of this payment shall not prejudice eligibility for any payment in lieu of taxes based on the benefits and burdens test prescribed in Section 168 of the Atomic Energy Act. The term “contractors” means and includes the companies and organizations listed in Exhibit 2, and such other contractors and subcontractors who perform work on DOE real property during the tax year.

3. Payments in lieu of taxes are subject to suspension during the pendency of any lawsuit filed by Anderson County which seeks from the United States Government any real property taxes or their equivalent.

4. As further consideration for such payment, Anderson County agrees to and hereby waives and releases, as to each and all of said companies and organizations, any and all claims for said taxes for the tax year 2025, and agrees further that, if requested by DOE, Anderson County will join in friendly litigation before a court having jurisdiction of the Parties and subject matter and in the entry of a consent judgment in keeping with the spirit and intent of this Agreement.

5. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement nor to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. Anderson County agrees that DOE and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Anderson County involving transactions related to this Agreement until the expiration of three years after final payment under this Agreement, unless DOE authorizes their prior disposition. Nothing in this Agreement shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this Agreement.

7. Any requirement for the payment or obligation of funds by DOE established by this Agreement shall be subject to the availability of funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

8. Payment of funds by DOE in lieu of property taxes are not entitlements and nothing in this Agreement modifies the discretionary authority given to the Secretary of Energy by Section 168 of the Atomic Energy Act of 1954, as amended. Said funds are also subject to legislative or administrative reductions in funding levels.

- 9. The term “DOE” includes any duly authorized representative of DOE.
- 10. The effective date of this agreement is the date the agreement has been signed by both Parties.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement by the signatures of their authorized representatives.

**UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY**

By: _____
Geoffrey G. deBeauclair, Manager
Office of Science
Consolidated Service Center

Date: _____

COUNTY of ANDERSON

By: _____
Terry Frank
Anderson County Mayor

Date: _____

EXHIBIT 1
Computation and Basis for Payment in Lieu of Taxes

	Anderson County
Number of Acres (x)	11,464.16
Value per Acre	\$17,400.00
Total Appraised (x)	\$199,476,400.00
Total Assessment (x) (25%)	\$49,869,100.00
Tax Rate (1.40%)	0.0140
PILT Due	\$701,408.89
Total PILT Due	\$701,408.89

EXHIBIT 2
DOE Contractors

UT-Battelle, LLC
Managing and Operating Contractor
Oak Ridge National Laboratory
1 Bethel Valley Road
Oak Ridge, TN 37830

United Cleanup Oak Ridge, LLC
(UCOR) Cleanup Contractor
East Tennessee Technology Park
701 Scarboro Road
Oak Ridge, TN 37830

Consolidated Nuclear Security, LLC
Managing and Operating Contractor
Y-12 National Security Complex
602 Scarboro Road
Oak Ridge, TN 37830

Oak Ridge Associated Universities
ORISE Contractor
100 ORAU Way
Oak Ridge, TN 37830

2025 US DOE In-Lieu of Tax

Indicated per acre appraisal of subject property:	\$ 17,400.00
DOE, Anderson County Acreage:	<u>x 11,464.16</u>
Appraisal:	\$199,476,400
Assessment rate for farms:	<u>25%</u>
Assessment:	\$ 49,869,100

Assessment rate for farms:	\$ 49,869,100
County Tax Rate for Oak Ridge:	<u>x 1.4065</u>
Indicated In Lieu of Tax for Anderson County	\$ 701,408.89

Assessment rate for farms:	\$ 49,869,100
Oak Ridge City Tax Rate	<u>x 1.3784</u>
Indicated In Lieu of Tax for Oak Ridge	\$ 687,395.67