

**Industrial Development Board of the City of Oak Ridge
City of Oak Ridge Municipal Building – Training Room**

Monday – December 6, 2010 – 4:00 p.m.

- | | | |
|-------|--|----------------|
| I. | Call to Order | Bill Biloski |
| II. | Roll Call | Kim Denton |
| III. | Approval of Agenda | Bill Biloski |
| IV. | Approval of Minutes – November 1, 2010
November 19, 2010 | Bill Biloski |
| V. | Treasurer's Report | Harold Trapp |
| VI. | Prospect Activity (Executive Director) Report | Kim Denton |
| | a. Prospect Update | |
| | b. Spec Building Update | |
| | c. FastTrack Infrastructure Development Program (FIDP) Grant | |
| | 1. Resolution to Authorize Submission of Grant Application | |
| | 2. Engineering Design and Construction Services Proposal | |
| | d. Carbon Fiber Demonstration Project – Purchase Agreement | |
| VII. | Attorney's Report | Ken Krushenski |
| | a. Restoration Services, Inc. Land Purchase Update | |
| VIII. | Committee Reports | |
| | a. Finance | Harold Trapp |
| | 1. Auditor's Report (Dale Isabell) | |
| | 2. 2011 Audit Proposal (Kim Denton) | |
| | 3. Budget Development (Kim Denton) | |
| | b. Land Use | Bill Biloski |
| | 1. Bethel Valley Properties | |
| | 2. Horizon Center Business Park | |
| | c. Special Projects Committee | David Mason |
| IX. | Old Business | Bill Biloski |
| X. | New Business | Bill Biloski |
| | a. South Florida Avenue Right-of-Way Abandonment (Kathryn Baldwin) | |
| | b. Professional Services Agreements for Horizon Center Park (Kim Denton) | |
| | 1. RFP Proposal for Clearing Contract at Development Area 6 | |
| | 2. Proposal for Infrastructure Definition Plan | |
| XI. | Adjourn | |

Next Regularly Scheduled Meeting is Monday January 3, 2010

**OAK RIDGE INDUSTRIAL DEVELOPMENT BOARD
MINUTES**

DATE: November 1, 2010

TIME: 4:00 pm

PLACE: Municipal Building Training Room

PRESENT: Board Members: William Biloski, Richard Chinn, Hal Osucha, Chris Johnson, David Mason, Harold Trapp, Buzz Patrick, David Wilson
Executive Director: Kim Denton

ABSENT: Louise Dunlap

ALSO PRESENT: Susan Fallon, City Staff; Cindy Franklin, City Staff; Ken Krushenski, City Attorney; Steve Jenkins, Deputy City Manager; Kathryn Baldwin, City Staff; Keith Craft, BWSC; Gene Lackey, Lackey and Associates; John Huotari, Oak Ridger; Kathy Barber, OREP; Sam Tate, NAI; Parker Hardy, Chamber of Commerce; Leon Lawson, ACHW

Mr. Biloski called the meeting to order at 4:00 p.m.

Approval of Agenda

Mr. Wilson made a motion to approve the agenda as submitted. Mr. Mason seconded the motion. Motion carried.

Approval of Minutes

Mr. Trapp made a motion to approve the minutes of the regular meeting held October 4, 2010. Ms. Mason seconded the motion.

Mr. Wilson requested that "Motion carried" be added to the second paragraph under Approval of Minutes. Motion carried to approve the minutes as amended.

Treasurer's Report

Mr. Trapp reported the total balance of all accounts is \$1,116,829.13 with \$530,149.76 in CD's, \$500,000 in Money Market accounts, and \$86,679.37 in the checking account. A copy of the Financial Summary was distributed to board members. Mr. Wilson made a motion to accept the treasurer's report as submitted. Mr. Mason seconded the motion. Motion carried.

Prospect Activity (Executive Director) Report

Prospect Update

Ms. Denton reported that prospect activity is steady. A significant number of additional RFP's have been received in the past month or so including several automotive manufacturers, a fuel cell manufacturer, an isotope manufacturer, a solar project, a nuclear supply chain and a building supply manufacturer. A copy of the NAI report for October 2010 was distributed to board members. A brief discussion was held.

Large Spec Building Update

Ms. Denton reported the Letter of Intent (LOI) submitted by Lexington Simmons LLC expired and is not being renewed. A brief discussion was held.

Restoration Services, Inc. Update

Ms. Denton reported that she had spoken with representatives from the State and was told the request for the sewer line extension upgrade at the Horizon Center is being considered in Nashville and a decision will be made in the next couple of weeks.

Attorney's Report

Bristol Park Apartments Closing

Mr. Krushenski reported that he received confirmation of the closing and a check for the closing fee in the amount of \$5,000 will be mailed to the IDB.

Committee Reports

Finance

1. 10/20/10 Committee Meeting Report

Ms. Denton reported that the audit report from Dale Isabell should be complete mid-November. A meeting with Tracy Larabee is scheduled for next week to get his input and guidance on budgeting, QuickBooks setup, etc.

2. Proposed Work Tasks

Ms. Denton reported that a discussion on monthly work tasks that need to be accomplished included cd's and investments, bank reconciliation, QuickBooks setup, check writing, deposits, monthly data entry, and preparation of the finance report.

Land Use

1. Bethel Valley Properties

Mr. Biloski reported that the potential client for Lot 30CA-1 requested a return of the earnest money. The due diligence closing date for Lot 30BZ-1 is November 19, 2010. Mr. Krushenski suggested that the client for Lot 30CA-1 submit a letter for a refund request of the earnest money. Mr. Biloski will ask Mr. Asher to obtain the letter from the client.

2. Horizon Center Work Session

Mr. Biloski reported that a work session on the Horizon Center will follow the regular meeting.

Special Projects

Mr. Mason reported that the five firms chosen for A&E Services Agreements are Lackey and Associates, ACHW, BWSC, CH2MHill, and Michael Brady Inc. No work to date has been done.

PILOT Reauthorization

Mr. Osucha reported that the PILOT was formally approved by City Council and copies of the resolution and the approved PILOT documents were distributed to board members.

Old Business

None

New Business

None

Adjournment:

Mr. Mason made a motion to adjourn the meeting. Mr. Johnson seconded the motion. Motion carried and the meeting adjourned at 4:30 pm.

Harold Trapp
Secretary/Treasurer

**OAK RIDGE INDUSTRIAL DEVELOPMENT BOARD
MINUTES**

DATE: November 19, 2010

TIME: 4:00 pm

PLACE: Municipal Building Training Room

PRESENT: William Biloski, Richard Chinn, Chris Johnson, David Mason, Hal Osucha, Harold Trapp, Buzz Patrick, David Wilson
Executive Director: Kim Denton

ABSENT: Louise Dunlap

ALSO PRESENT: Ken Krushenski, City Attorney; Susan Fallon, City Staff; Cindy Franklin, City Staff; Nikki Bradley, ORUD; Garrett and Ron Asher, Ridge Realty; Bob Fowler, Knoxville News Sentinel

Mr. Biloski called the special called meeting to order at 4:00 p.m.

Extension of Due Diligence Period

Bethel Valley Industrial Park Lot 30BZ-1

Mr. Biloski reported that Pellissippi Investors, Ltd. requested that the due diligence period be extended an additional 120 days from November 19, 2010, to March 19, 2011, due to a delay in response to their proposal.

Mr. Wilson made a motion to approve the Extension of Due Diligence Period for Pellissippi Investors, Ltd., with the closing to be no later than March 31, 2011. Mr. Mason seconded the motion. Motion carried with all in favor.

Refund of Earnest Money -

Bethel Valley Industrial Park Lot 30CA-1

Mr. Biloski reported that in a letter submitted to the Oak Ridge IDB dated October 20, 2010, the proposer for this lot stated that they have no further interest in the lot. The proposer requested a return of their \$5,000 earnest money through Mr. Asher.

Mr. Wilson made a motion to approve the Refund of Earnest Money. Mr. Chinn seconded the motion. Motion carried with all in favor.

Professional Services Agreement for Survey Delineation -

Horizon Center Business Park Development Area 6

A brief discussion was held. Mr. Patrick made a motion to approve a Professional Services Agreement for Survey Delineation pursuant to the proposal received from Lackey and Associates dated 11-5-10 for a total estimated job price of \$7,944.00. The actual project total will be based on hours worked per the rate structure. Mr. Wilson seconded the motion. Motion carried with all in favor.

**FastTrack Infrastructure Development Program Grant -
Horizon Center Business Park Sewer Improvements**

Ms. Denton reported that this grant will provide assistance for a sewer line extension upgrade at Horizon Center, which will provide sewer service to Lots 1, 6, and 7 at the park. The total estimated price for this project is \$416,691. The state will provide 74% of the costs and the IDB will provide a local match of 26%. A resolution and an agreement with BWSC to design will be presented at the December meeting.

Adjournment

Mr. Patrick made a motion to adjourn the meeting. Mr. Osucha seconded the motion. Motion carried and the meeting adjourned at 3:15 pm.

Harold Trapp
Secretary/Treasurer

RESOLUTION NO. 12-6-10

A RESOLUTION TO AUTHORIZE THE SUBMISSION OF A FAST TRACK INFRASTRUCTURE DEVELOPMENT PROGRAM (FIDP) APPLICATION ON BEHALF OF RESTORATION SERVICES, INC.

WHEREAS, the Industrial Development Board of the City of Oak Ridge recognizes and supports the need for business expansion within the city; and

WHEREAS, Restoration Services, Inc., will be constructing a new facility located in the Horizon Center; and

WHEREAS, Restoration Services, Inc., has indicated that a sewer line extension is needed in order to provide sanitary sewer service to their new facility; and

WHEREAS, the State of Tennessee offers grants to local communities to finance site improvements that support business expansion through its Fast Track Infrastructure Development Program (FIDP); and

WHEREAS, the Industrial Development Board of the City of Oak Ridge must submit a formal application in order to be eligible for funding through the FIDP program, said application to request funding for a sanitary sewer line to service the Restoration Services, Inc., facility.

NOW, THEREFORE BE IT RESOLVED that the Industrial Development Board of the City of Oak Ridge hereby authorizes the Chairman or his representative to prepare and submit a FIDP grant application for \$308,351 to partially finance the cost of a sewer line extension to service the new Restoration Services, Inc., facility. BE IT FURTHER RESOLVED that the Industrial Development Board of the City of Oak Ridge agrees to fund 26% of the total project costs in order to satisfy the local share requirements of the FIDP program.

This Resolution adopted this the ____ day of _____, 2010

William J. Biloski, Chairman
Industrial Development Board of the City of Oak Ridge

**CERTIFICATIONS SUPPORTING REQUEST TO INCUR COSTS
PRIOR TO CONTRACT EXECUTION
UNDER THE FASTTRACK INFRASTRUCTURE DEVELOPMENT PROGRAM**

1.	The jurisdiction of the Industrial Development Board of the City of Oak Ridge requests permission to incur costs for contract activities for the Restoration Services, Inc., Sewer Line Extension project prior to the award of a state contract under the FastTrack Infrastructure Development Program (FIDP). The estimated costs for the <u>total</u> project will be \$416,691 for which a FIDP grant will be requested for \$308,351 or 74% of the <u>total</u> project cost.
2.	I acknowledge that all FIDP grant activities must be conducted under the provisions of the Municipal or County Purchasing Act of 1983, that I am aware of the requirements of this Act, and that I understand that violation of any of the provisions of this Act will render the FIDP application ineligible for approval.
3.	I acknowledge that state wage rates will have to be requested and included in the plans and specifications. The plans and specifications must be approved by ECD prior to advertising. Ample time must be given for these reviews.
4.	I acknowledge that significant delays may occur in the application review and approval process and in the preparation and execution of the state contract which is the granting instrument, and I certify that the Industrial Development Board of the City of Oak Ridge has sufficient funds available, or will secure such funds from non-state sources, to pay all costs that may be incurred prior to the execution of the contract. I further certify that the Industrial Development Board of the City of Oak Ridge will not submit invoices to the state for payment until the FIDP contract has been executed.
5.	I acknowledge that this permission to incur costs will expire 90 days after its effective date unless a complete FIDP application has been received in the Program Management Section of the Tennessee Department of Economic and Community Development.
6.	I acknowledge that approval of permission to incur costs prior to grant award is not to be construed as approval of the grant, that this permission merely makes it possible for a grant to be approved at a later date, and <u>that it is possible the grant will never be awarded</u> or may be awarded for a lesser amount than requested.

The above cited acknowledgements and certifications are made this 6th day of December, 2010 by Bill Biloski in my official capacity as Chairman of the Industrial Development Board of the City of Oak Ridge.

(signature)

FASTTRACK INFRASTRUCTURE DEVELOPMENT PROGRAM

Level I Information

Applicant: Industrial Development Board of the City of Oak Ridge

Company: Restoration Services, Inc.

Type Of Project: [Check one or more of the major categories plus the appropriate subcategory(ies)]

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Site Improvement | <input type="checkbox"/> Water | <input checked="" type="checkbox"/> Sewer |
| <input type="checkbox"/> Road | <input type="checkbox"/> <u>Drainage improvements</u> | <input type="checkbox"/> Source | <input type="checkbox"/> System |
| <input type="checkbox"/> Rail | | <input type="checkbox"/> Treatment Plant | <input checked="" type="checkbox"/> Line Extension |
| <input type="checkbox"/> Water | | <input type="checkbox"/> Storage | |
| <input type="checkbox"/> Air | | <input type="checkbox"/> Rehabilitation | |
| | | <input type="checkbox"/> Line Extension | |
|
<input type="checkbox"/> Other (<i>specify</i>) _____ | | | |

Applicant's Profile

Population: 27,387

Development District: East Tennessee

County: Anderson County

City: Oak Ridge

Grant Rate: 68% + 6%

Unemployment Rate 8.2%

JECDB Compliant X Yes No

Economic Distressed County Yes X No

Three Star Community Status: Level III

Does the Applicant have a Title VI implementation plan in place X Yes No

Applicant FIN: 62-1786717

Community Chief Executive Officer:

Name: Mr. Bill Biloski

Title: Chairman, IDB of Oak Ridge

Mailing Address P.O. Box 1

Phone: (865) 805-0347

Oak Ridge, TN 37830

Fax Number: (865) 483-1678

Signature _____

e-mail address: Wjb33pal@comcast.net

Schedule for the Industrial Development Board of the City of Oak Ridge/Restoration Services Inc., Fast Track Infrastructure Development Program (FIDP) Grant for a Sewer Line Extension

December

- Prepare and submit FIDP application
- Engineer begins plans and specifications

January

- ECD approves application
- Engineer completes the plans and specifications

February

- Plans and specs approval by TDEC and the Department of Economic and Community Development (ECD)
- Public bid opening advertised

March

- Bid opening takes place and bid tabulation submitted and approved by ECD
- IDB receives grant contract for signature

April

- Pre-construction conference, contractor signs contract and begins work

May

- Work ongoing

June

- Work ongoing
- IDB receives fully executed grant contract and submits first pay request to ECD

July

- The work is complete and a final pay request is submitted to ECD.

November 29, 2010
File 93000

Ms. Kim K. Denton, CEcD
OAK RIDGE ECONOMIC PARTNERSHIP
1400 Oak Ridge Turnpike
Oak Ridge, TN 37830

RE: Sewer Service to RSI @ Horizon Center

Dear Ms. Denton:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is pleased to respond to your request for a proposal for the referenced project. The details of our proposal are provided in the enclosed Professional Services Agreement, and include the design of sewer services to the new RSI Facility to be located in Horizon Center.

Please have the party responsible for our fee sign the last page of the enclosed Agreement and return both copies to us as your acceptance of the proposal and our authorization to proceed. We will forward a fully executed copy to you.

Sincerely,



Brian L. Strunk
Vice President

Enclosure

cc: Keith Craft, BWSC

PROFESSIONAL SERVICES AGREEMENT

This agreement made as of November 29, 2010, between City of Oak Ridge Industrial Development Board (IDB), TN (Client) and Barge Waggoner Sumner & Cannon, Inc. (BWSC) to perform professional services for the assignment described as follows:

Project: Sewer Service to RSI Facility at Horizon Center

Location: Horizon Center

Description of Project: Gravity Sewer, Force Main and Pump Station to serve RSI

I. PROFESSIONAL SERVICES: BWSC agrees to perform the following Basic Services under this contract:

Proposed services are based upon "Scheme B" as proposed on August 24, 2010. The project will include the following:

- 1500 feet of 8-inch gravity sewer
- 2200 feet of 4-inch force main
- One (1) 100-gpm submersible pump station
- Pipe hangers for force main and gravity sewer
- Core bridge headwall for force main and gravity sewer
- 1200 linear feet of pavement repair

Project will be designed to the City of Oak Ridge Public Works Department standards. Final design will be submitted to City of Oak Ridge for review and approval. A separate submittal to TDEC is excluded from this scope of services.

Bidding services are included in the BWSC scope of services. Limited to Construction administration time is included in the BWSC scope of services. Construction length of contract is assumed to be 90 days (or 13 weeks), therefore, one hour per week (on average) has been budgeted for construction administration. Anything in excess of 13 weeks would be invoiced at cost plus.

Geotechnical services are excluded from the BWSC Scope of Services. Daily construction representation is excluded from the BWSC Scope of Services. This service will be provided by the City of Oak Ridge Public Works Department.

Record Drawings are excluded from the BWSC Scope of Services.

COMPENSATION: The compensation to be paid to **BWSC** for providing the requested services shall be:

_____ Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.

_____ Estimated Fee \$ _____ or Maximum Fee \$ _____

Lump Sum \$ 30,866 _____

_____ Percentage of Construction Cost _____ % Estimated Fee \$ _____

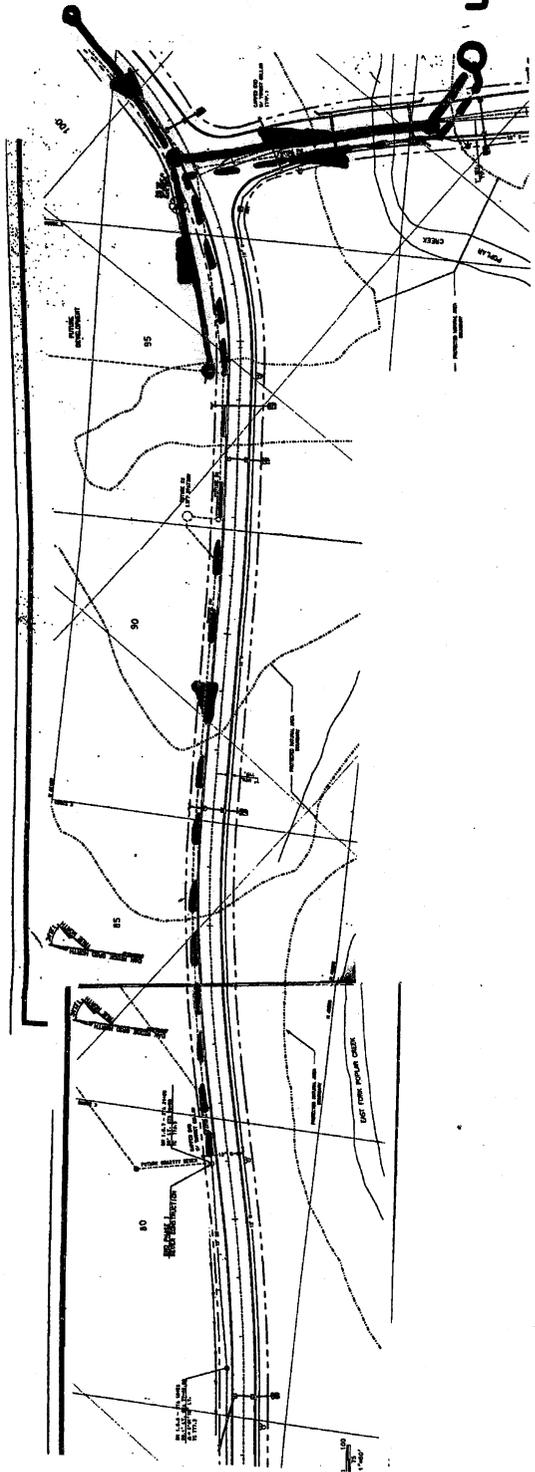
_____ Other (specify) Per rate shown above in Professional Services.

- III. **PAYMENTS:** Billings for services rendered will be made monthly and payment is due within thirty (30) days of receipt of invoice. Unless special arrangements are made, a finance charge of 1 1/2% per month will be added to unpaid balances more than thirty (30) days old.
- IV. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days written notice. On termination by either **Client** or **BWSC**, **Client** shall pay **BWSC** with respect to any services performed to the date of termination (including all reimbursable expenses incurred).
- V. **REUSE OF DOCUMENTS:** All documents including Drawings and Specifications prepared by **BWSC** pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by **Client** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **BWSC** for the specific purpose intended will be at **Client's** sole risk and without liability or legal exposure to **BWSC**; and **Client** shall indemnify and hold harmless **BWSC** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **BWSC** to further compensation at rates to be agreed upon by **Client** and **BWSC**.
- VI. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BWSC** will have access to the site for activities necessary for the performance of the services. The **Client** understands that **BWSC** is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety. **BWSC** will not be responsible for any losses or injuries that occur at the Project site.
- VII. **INDEMNIFICATIONS:** If any claim is brought against either the **Client** or **BWSC** by any third party, relating in whole or in part to the negligence of the **Client** or **BWSC**, each party shall indemnify the other against any loss or judgement, including attorneys' fees and costs, to the extent that such loss or expense is caused by the party's negligence.
- VIII. **INSURANCE:** **BWSC** shall secure and endeavor to maintain such insurance as will protect **BWSC** from claims of negligence, bodily injury, death, or property damage which may arise from the performance of services under this Agreement.
- IX. **RISK ALLOCATION:** In recognition of the relative risks, rewards and benefits of the project to both the **Client** and **BWSC**, the risks have been allocated such that the **Client** agrees that, to the fullest extent permitted by law, **BWSC's** total liability to the **Client** for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed the amount of our fee or One

Hundred Thousand (\$100,000) dollars, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

- X. **DISPUTES RESOLUTION:** It is agreed by both parties that all unsettled claims, counterclaims, disputes or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties, or by either party if its rights would be irrevocably prejudiced by a delay in initiating arbitration or the right to file a lawsuit.
- XI. **OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BWSC** represents **BWSC's** judgement as design professionals and is supplied for general guidance of the **Client**. Since **BWSC** has no control over the construction marketplace, **BWSC** does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to **Client**.
- XII. **GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the Law of the State of Tennessee.

	City of Oak Ridge IDB		Barge Waggoner Sumner & Cannon, Inc.
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	<u>1400 Oak Ridge Turnpike</u>	Address:	<u>10133 Sherrill Boulevard, Suite 200</u>
	<u>Oak Ridge, TN 37830</u>		<u>Knoxville, TN 37932</u>



LIFT STATION

HORIZON CENTER

8-24-2010

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into on or as of this 1st day of December, 2010, by and between Horizon Center, LLC, (the "Sellers") and RRP, LLC, (the "Purchaser").

Recitals

- A. Seller is the owner of that certain parcel of real property consisting of approximately ten (10) acres, more or less, located in Horizon Center in Oak Ridge, Roane County, Tennessee, as generally shown on Exhibit A attached hereto (the "Property").
- B. Purchaser desires to purchase the Property, and Seller desires to sell the Property pursuant to the terms and conditions of this Agreement.
- C. Purchaser desires to option the purchase of an additional ten (10) acres immediately adjacent to the Property. (See Exhibit B).

Agreement

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, including the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Agreement to Sell.** For the consideration set forth in paragraph 2 below, Seller hereby agrees to grant, bargain, sell, assign and convey to Purchaser, the Property, together with all improvements, easements, rights of way, privileges, appurtenances and other rights pertaining thereto.
2. **Purchase Price.** The purchase price for the Property shall be \$250,000.00 or \$25,000.00 per acre (the "Purchase Price"), to be paid as hereinafter provided.
3. **Earnest Money.** Purchaser will deliver, within five (5) business days following Purchaser's receipt of a fully executed original of this Agreement (the "Effective Date"), a check in the amount of Ten Thousand and no/100 Dollars (\$10,000) to Tennessee Valley Title Insurance Company (the "Agent") (the \$10,000 deposit, together with interest thereon, is hereinafter referred to as the "Earnest Money"), to be held and disbursed by the Agent in accordance with the terms of this Agreement. Agent shall deposit the Earnest Money in its interest bearing trust account. Should Purchaser fail to purchase the Property for any of the reasons set

forth in paragraph 5 below, the Earnest Money shall be refunded to Purchaser and this Agreement shall terminate. Except as may be otherwise provided in paragraphs 5 and 15 of this Agreement, the Earnest Money shall not be refundable should Purchaser fail to purchase the Property and shall be forfeited to and retained by Seller as liquidated damages for taking the Property off the market prior to the Closing Date, and Seller shall have no further claim against the Purchaser.

4. Right of Inspection. Commencing the next business day after the Effective Date, Purchaser, its employees, agents or designees, at Purchaser's sole expense, shall have 30 days, (the "Inspection Period") to examine and test the Property, and shall further have the right of ingress and egress over and through the Property during normal business hours for purpose of inspecting, appraising, soil and environmental testing, testing for drainage, surveying, preparing engineering or architectural drawings, and any other activities reasonably necessary to assess the Property, including the review of the Title permitting process (collectively, the "Inspections"). Purchaser shall indemnify and hold harmless Seller from and against any and all expenses, claims, or losses arising from any activities of Purchaser, its officers, agents, employees or contractors on the Property prior to Closing, including without limitation, any attorney's fees or court costs occasioned by such claims. Within five (5) business days following the Effective Date (the "Seller's Documents Delivery Date"), Seller shall make available to Purchaser any construction drawings for the site infrastructure for development, together with copies of any proposed or approved master plans, drainage permits and other approvals (collectively the "Development Plans"), all existing surveys, the results of any previous soils and/or environmental tests performed on the Property, any previous appraisal reports, and any restrictions or covenants affecting the Property.

5. Application of Earnest Money or Refund; Limited Right to Terminate on Certain Inspections. The Earnest Money shall be applied to the Purchase Price to be paid by Purchaser at Closing. Upon Purchaser's request, the Earnest Money shall be immediately refunded upon the occurrence of any of the following:
 - a. Seller is unable to convey title or fails to cure a title defect or title objection as required under this Agreement; or
 - b. Any other Inspection regarding survey, environmental, geo-tech, zoning, permitting, licensing, access, drainage systems and utility availability is deemed unacceptable by the

Purchaser or if Purchaser chooses to terminate this Agreement for any reason or no reason in its sole discretion before the end of the Inspection Period.

If either of the foregoing 5(a)-(b) shall occur, Purchaser shall either terminate this Agreement during the Inspection Period or, at Purchaser's option, give Seller written notice of the problem during the Inspection Period and Seller shall have the right to remedy or cure it within thirty (30) days of receipt of Purchaser's notice; provided, however, that if the problem cannot be remedied or cured within said thirty (30) day period, and if Seller begins to diligently attempt to cure or remedy the problem and continues such efforts, Purchaser shall extend the cure period to up to fourteen (14) days and, if necessary, the Closing Date, as defined in paragraph 8 shall automatically be extended by the appropriate number of days. If Seller cannot remedy or cure the problem to Purchaser's satisfaction within the appropriate period, or if the Purchaser elects to terminate this Agreement within the Inspection Period, the Earnest Money shall be refunded to Purchaser and neither party shall have any further claim against the other.

6. Possession. Seller shall deliver possession of the Property to Purchaser on the Closing Date.
7. Place and Date of Closing. The closing of the sale and purchase of the Property (the "Closing") shall take place at the offices of Tennessee Valley Title Insurance Company within thirty (30) days following the completion of the Inspection Period, or at such other location and date as may be agreed upon by the parties hereto in writing. The actual date of Closing is referred to herein as the "Closing Date." The parties hereto expressly acknowledge and agree that time is of essence with respect to the Closing Date.
8. Conveyance. Sellers shall convey good and marketable fee simple title to the Property to Purchaser by general warranty deed subject only to the restrictions, easements and other matters of record reflected in the Title Commitment (as hereinafter defined) and accepted by Purchaser during the Inspection Period.
9. Costs and Fees. Purchaser shall pay the costs of the Title Commitment, the title insurance premium, the survey, the appraisal and any environmental audits. Purchaser shall also pay the costs of all documentary stamps, intangible tax, and other charges on the deed and fees associated with the recording

of the deed. Purchaser and Seller shall each pay their respective costs for their own attorney's fees for services related to the negotiation and preparation of this Agreement and the sale and purchase of the Property. Seller shall pay for the cost of core borings performed on site.

10. Pro-rations. Real estate taxes, rents, dues, maintenance fees, and assessments, if any, on the Property for the tax year in which the Closing occurs are to be prorated as of the Closing Date.

11. Representations and Warranties of Seller. To induce Purchaser to enter into this agreement, the Seller makes the following representations and warranties, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the Closing Date:

a. Sellers have full power and authority to enter into this Agreement and to perform all of its obligations hereunder.

b. No act or omission has occurred with respect to the Property and no materials or services have been furnished or delivered on or to the Property which would create or otherwise encumber the Property with any mechanics, materialman, laborer, or other similar type lien after the Closing Date.

c. Seller has no actual knowledge of and shall not initiate or participate in any changes in zoning proposed by any applicable zoning authority.

d. To the best knowledge of Seller:

neither Seller nor any previous owner, tenant, occupant or user of the Property, nor any other person, has engaged in or permitted any operations or activities upon, or any use or occupancy of the Property, or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, uses, generation, release, discharge, refining, dumping or disposal of any Hazardous Materials (as that term is generally defined) in violation of any applicable laws or regulations on, under, in or about the Property, or transported any Hazardous Materials to, from or across the Property, nor are any Hazardous Materials presently constructed, deposited, stored, or otherwise located on, under, in or about the Property, nor have any Hazardous Materials migrated from the Property or

threatened to migrate from other properties upon, about or or beneath the Property, nor are any underground improvements, including but not limited to storage tanks, dumps, or water, gas or oil wells now located or have ever been located on the Property.

With respect to the representations and warranties contained in (b) and (c) above, Seller agrees to indemnify, defend, reimburse and hold harmless Purchaser, its affiliates, successors and assigns from any and all liabilities, costs, damages and expenses (including without limitation, attorneys' fees) arising from or out of any liens or claims by third parties for any such act or omission occurring prior to the Closing Date with respect to the Property or for materials or services furnished on the Property prior to the Closing, except those acts or omissions of Purchaser, or materials or services contracted for by Purchaser. With respect to the representations and warranties contained in subparagraph (d) above, Seller agrees to indemnify, defend, reimburse and hold harmless Purchaser and its successors and assigns from any and all liabilities, costs, damages and expenses (including without limitation, attorneys' fees) arising from or related to the breach of any representation or warranty as to conditions existing on or prior to the Closing Date for a period ending one (1) year from the Closing Date.

12. Title Commitment.

- a. Purchaser may obtain a title commitment (the "Title Commitment") issued by a title company acceptable to Purchaser (the "Title Company") for an owner's title insurance policy in the amount of the Purchase Price setting forth the status of title to the Property and any exceptions thereto.
- b. If a search of the title discloses judgments, bankruptcies or other liens against other persons having names the same as or similar to that of Seller, Seller, on request shall deliver to Purchaser and the Title Company affidavits showing that such judgments, bankruptcies or other liens are not against Seller.
- c. At the Closing, Seller shall deliver to Purchaser, with a copy thereof to the Title Company, an affidavit with respect to (i) mechanic's liens, certifying that as of the Closing Date there are no know unpaid bills rendered or to be rendered for services performed or materials furnished to the Property and

(ii) parties in possession, certifying that on the Closing Date, there are no parties other than Seller in possession of the Property.

13. Documents for Closing.

- a. Sellers' attorney shall prepare the necessary instruments required in the Title Commitment in connection with transferring title to the Property to Purchaser. Sellers, at Sellers' sole cost and expense, shall also deliver or cause to be delivered such additional documents and instruments as Purchaser or the Title Company may reasonably require to transfer Seller's interest in the Property pursuant to the terms of this Agreement.
- b. At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller in accordance with the terms of this Agreement the Purchase Price less the Earnest Money and prorations.

14. Remedies. Notwithstanding anything to the contrary set forth in this Agreement or in any document delivered in connection with the transaction contemplated by this Agreement, the parties hereto agree that if Seller fails to comply with any of the provisions of this Agreement, Purchaser shall have no adequate remedy at law. Accordingly, Purchaser shall have the right to obtain specific performance of Sellers' obligation to convey the Property. In addition, Purchaser shall be entitled to pursue any other rights or remedies provided in this Agreement, together with those available to it at law or in equity, including the right to monetary damages, upon the failure of Seller to carry out any of its other obligations under this Agreement. If Purchaser fails to comply with the terms of this Agreement, Seller's sole remedy shall be the Earnest Money, as provided in paragraph 3 above.

15. Condemnation and Destruction. If, on the Closing Date, all or any reasonably substantial portion of the Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated or if the Property has been materially damaged or destroyed, Seller shall notify Purchaser of such fact and Purchaser shall have the option to terminate this Agreement and, in the event Purchaser shall elect to terminate this Agreement, the Seller shall refund to Purchaser the Earnest Money together with all interest earned thereon. If this Agreement is terminated and the Earnest Money together with accrued interest is returned, as aforesaid, neither party shall have any further rights or

obligations hereunder. If, after receipt of Seller's notice, as aforesaid, Purchaser does not exercise its option to terminate this Agreement, the parties hereto shall remain bound hereunder and Sellers shall assign and turn over, and Purchaser shall be entitled to receive and keep, all awards for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage.

16. Final Agreement. This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated in this Agreement shall be binding on any of the parties and no portion hereof shall be amended or modified unless such change shall be in writing and signed by both parties thereto.

17. Notice. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered either: (i) personally; (ii) by certified or registered mail, return receipt requested, postage prepaid; (iii) by a recognized overnight courier service (such as Fed Ex); or (iv) by facsimile transmission made during normal business hours with a copy to follow by registered or certified mail, return receipt requested, postage prepaid or by overnight courier service, addressed as follows:

If to Sellers:

Phone: _____
Fax: _____

With a copy to:

Phone: _____
Fax: _____

If to Purchaser:

RRP, LLC
502 Union Avenue
Knoxville, TN 37902
Phone: 865.524.7777
Fax: 865.546.5272
Attn: Russ Watkins

With a copy to: R&R Properties
575 Oak Ridge Turnpike, Suite 201
Oak Ridge, TN 37830
Phone: (865) 482-3602
Fax: (865) 482-9259
Attn: Rick Chinn

And to: Partners Development
502 Union Avenue
Knoxville, TN 37902
Phone: 865.524.7777
Fax: 865.546.5272
Attn: Christi W. Branscom

All notices given in accordance with the terms hereof shall be deemed received on the next business day if sent by overnight courier, on the same day if sent by facsimile before 5 P.M. (Eastern Standard Time) on a business day, on the third (3rd) business day following deposit with the United States Mail as a registered or certified matter with postage prepaid, or when delivered personally or otherwise received. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this paragraph 17.

18. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
19. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.
20. Assignment: Successors and Assigns. This Agreement may be assigned by either party hereto and shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.
21. Survival. The representations, warranties and indemnities contained herein shall be deemed to have been made again by the parties as of the Closing Date, and shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property, and shall not be affected by an investigation

by or on behalf of Purchaser, or by any information which Purchaser may have or obtain with respect thereto.

22. Confidentiality. Except for those public disclosures required by applicable law, Seller and Purchaser hereby agree that prior to the Closing the matters contained herein shall remain confidential, and that neither party will reveal the contents of this Agreement to any third parties other than their respective accountants and attorneys, and the parties performing the Inspections.
23. Waiver and Amendment. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by all of the parties hereto.
24. Broker Commission. THE COMMISSION PAYABLE TO THE AGENTS IN THIS SALE IS NEGOTIATED BETWEEN THE SELLER AND THE AGENTS, and the Seller agrees to pay Partners and Associates, Inc. as the agent of the Purchaser \$7,500.00 as a sales commission at Closing. The parties hereto represent and warrant each to the other that no other real estate commissions are due on account of this transaction and each shall indemnify and hold the other harmless from any and all liability for loss arising out of commissions which may have been incurred by such party.
25. Business Days. In the event any period of time provided for in this Agreement ends on a day other than a business day on which banks are generally open for a full day for business, such ending date shall automatically be extended to the next business day.
26. Option Agreement.
 - a. In consideration of the sum of \$ 0 (the "Option Fee"), the receipt and sufficiency of which are hereby acknowledged, Seller hereby further grants and conveys to Purchaser the exclusive and unconditional right and option to purchase the property located at Roane County, Tennessee consisting of approximately ten (10) acres, and all improvements thereon, as more particularly described as the real estate owned by Seller and shown on Exhibit B, attached hereto and incorporated by reference ("Property B"). Purchaser shall deliver, within five (5) business days following Purchaser's receipt of a fully executed original of this Purchase and Sale Agreement, a check in the amount of \$ 0 to Tennessee Valley Title Insurance Company to be held and disbursed in accordance with the terms of this

Agreement. Tennessee Valley Title Insurance Company shall deposit the Option Fee in its interest bearing account. If for any reason whatsoever the Purchaser elects not to purchase Property B during the Option Period (as defined below), the Option Fee shall be refunded promptly to Purchaser. The Additional Option Fee (as defined below), shall be refunded promptly to Purchaser at any time during the Additional Option Period (as defined below) if title to Property B is not acceptable to Purchaser, or if Seller defaults in performing its obligations hereunder. Otherwise, the Additional Option Fee shall be retained by Seller, and if closing takes place, applied against the Purchase Price at closing.

- b. If the Option is exercised, the total purchase price (the "Purchase Price") for the Property shall be \$ 25,000.00 per acre per net usable acre, payable to Seller in a cashier's or certified check less the Option Fee and the Additional Option Fee, if paid.
- c. Purchaser may exercise the Option at any time commencing on the date of this Agreement and continuing for a period of 360 days (the "Option Period"). Purchaser shall have the right to extend the Option Period for an additional 360 day period (the "Additional Option Period") by payment of \$ 0 as an additional option fee (the "Additional Option Fee") on or before the expiration of the Option Period. Purchaser may exercise the Option at any time during the Option Period or the Additional Option Period, by giving Seller written notice of its exercise of the Option, at which time the parties shall enter into a Purchase and Sale Agreement for Property B.
- d. This Option for the purchase of Property B shall survive the closing of the purchase of the Property that is the subject of this Purchase and Sale Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized corporate officers as of the date set forth above.

SIGNATURES TO FOLLOW

Witnesses:

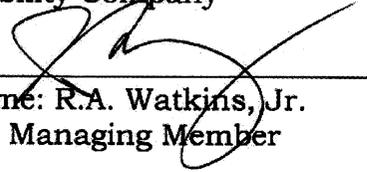


Gina Changas
(Print Name)

(Print Name)

PURCHASER:

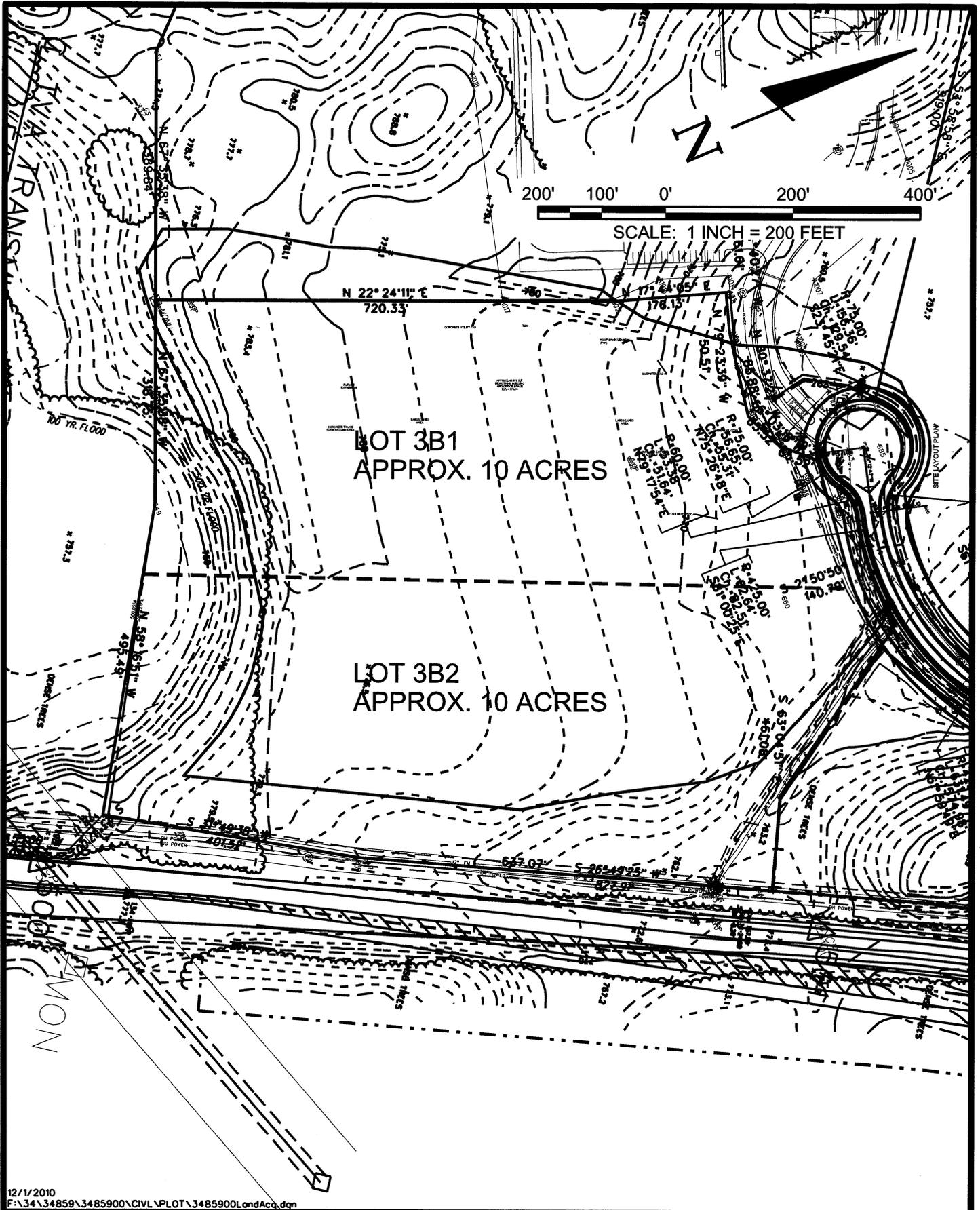
RRP, LLC, a Tennessee Limited Liability Company

By: 
Name: R.A. Watkins, Jr.
Its: Managing Member

SELLER:

Exhibit A
(Legal Description)

Exhibit B
(Legal Description)



12/1/2010
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BWSC

BARGE
 WAGGONER
 SUMNER &
 CANNON, INC.

1033 Sherrill Blvd., Suite 200, Knoxville, Tennessee 37932
 PHONE (865) 637-2800 FAX (865) 673-8954

PROPOSED SITE ACQUISITION

HORIZON CENTER
 CARBON FIBER TECHNOLOGY CENTER
 OAK RIDGE, TENNESSEE

DRAWN BY: BM	CHECKED BY: CU
DRAWING NO.: SA	
PROJECT NO.: 34859-01	DATE: 12/01/2010

DALE C. ISABELL

Certified Public Accountant

253 Short Street

Clinton, Tennessee 37716

MAILING ADDRESS

253 Short Street
Clinton, TN 37717

TELEPHONE AND FAX

(865) 457-2411
Isabell@Esper.com

December 6, 2010

The Industrial Development Board of
The City of Oak Ridge
Municipal Building
Oak Ridge, TN 37830

I am pleased to confirm our understanding of the services I am to provide The Industrial Development Board Of The City of Oak Ridge , Tennessee for the period July 1, 2010 through June 30, 2011. I will audit the financial statements of the the business-type activities which collectively comprise the entity's basic financial statements, of The Industrial Development Board of The City of Oak Ridge, Tennessee as of and for the year ended June 30, 2011.

Audit Objectives

The objective of my audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. My audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of The Industrial Development Board of The City of Oak Ridge, Tennessee and other procedures I consider necessary to enable me to express such an opinion. If my opinion on the financial statements is other than unqualified, I will fully discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed an opinion, I may decline to express an opinion or to issue a report as a result of this engagement.

I will also provide a report on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

Management is responsible for making all financial records and related information available to me. I understand that you will provide me with such information required for my audit and that you are responsible for the accuracy and completeness of that information. I will advise you about appropriate accounting principles and their application and will advise you in the preparation of your financial statements, but the responsibility for the financial statements remains with you. As part of my engagement, I may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to me in the representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing me of your knowledge of any allegations of fraud or suspected fraud affecting the organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because an audit is designed to provide reasonable, but not absolute assurance and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform you of any material errors that come to my attention, and I will inform you of any fraudulent financial reporting or misappropriation of assets that comes to my attention. I will also inform you of any violations of law or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as an auditor is limited to the period covered by my audit and does not extend to matters that might arise during any later periods for which I am not engaged as an auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivable and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. I will request written representation from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will also require certain written representations from you about the financial statements and related matters.

Identifying and ensuring that The Industrial Development Board of The City of Oak Ridge, Tennessee complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of The Industrial Development Board of The City of Oak Ridge, Tennessee's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion.

Audit Procedures – Internal Controls

In planning and performing my audit, I will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of my auditing procedures for the purpose of expressing my opinion on The Industrial Development Board of The City of Oak Ridge, Tennessee's financial statements.

I will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and I will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls are required only if control risk is assessed below the maximum level. My tests, if performed, will be less in scope that would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, I will inform The Industrial Development Board of The City of Oak Ridge Tennessee of any matters involving internal control and its operation that I consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to my attention relating to significant deficiencies in the design or operation of the internal control that, in my judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. I will also inform you of any non-reportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*.

Audit Administration, Fees, and Other

I understand that you will prepare all cash or other confirmations I request and will locate any invoices selected by me for testing.

The audit documentation for this engagement is the property of Dale C. Isabell, C.P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, I may be requested to make certain audit documentation available to City of Oak Ridge, a federal agency providing direct or indirect funding, or the Comptroller of The Treasury, State of Tennessee for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dale C. Isabell, C.P.A. personnel. Furthermore, upon request, I may

provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

I expect to begin my audit on approximately July 15, 2011 and to issue my reports no later than September 15, 2011.

My fee for these services will be \$3,500.00 with a retainer of \$ 1,500.00 due at time the audit is started and balance of \$ 2,000.00 upon completion of the audit.

Government Auditing Standards require that I provide you with a copy of my most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. My 2009 peer review accompanies this letter and is good until October 31, 2012 which is next review due date.

I appreciate the opportunity to be of service to The Industrial Development Board of The City of Oak Ridge, Tennessee and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our agreement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours,

RESPONSE:

This letter correctly sets for the understanding of The Industrial Development Board of The City of Oak Ridge, Tennessee.

By: _____

Title: Chairman of the Board

Date: December 6, 2010

BWSC proposes to serve as Project Manager/Engineer for the clearing of Lot #6 at the Horizon Center.

Scope of Work Items would include:

- Develop an RFP for the clearing of lot 6 up to the boundary limits defined by Gene Lackey's survey,
- RFP will include a deduction in proposal price for the contractor to remove and sell any timber from the lot,
- BWSC will identify potential bidders for the project,
- BWSC will prepare bid documents and assist the IDB in obtaining bids for the proposed work,
- BWSC will make weekly sight visits during the clearing process to observe the progress of the work and make a weekly site report to the IDB staff,
- BWSC will act as an agent for the IDB to coordinate and complete reviews, permits, etc required by the City of Oak Ridge,
- Based on preliminary discussions with TDEC Knoxville office staff and the City of Oak Ridge City Engineer, BWSC does not anticipate the need for a SWPPP for the tree and underbrush clearing for the lot. If the tree stumps are to be pushed up and the soils disturbed then a permit would be required.

BWSC proposes a lump sum cost of \$11,900 (includes 8 3-hour site visits during the clearing) for the above work.

Preliminary Schedule:

Award - Dec 6th

Project Kick-off – Week of Dec 6th

Design – Dec 13th – Dec 24th

Bids received by – By Jan 10th

Clearing – Jan 17th – March 11th (allows 8 weeks with a 2+ week contingency to complete work before March 31st)