

# JANUARY 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																																
				1 New Year's Day  <b>City Offices Closed</b> Sanitation Routes to be run Jan. 5	2	3																																																																																																
4	5  City Council 7:00 PM	6  Housing Authority 12:00 PM Power Board 5:30 PM	7	8  Gas Authority 7:00 AM	9	10																																																																																																
11	12  Water Authority 5:00 PM Airport Authority 6:00 PM	13	14	15  Parks & Rec. Bd. 6:00 PM Community Access 7:00 PM	16  Finance & Mgt. Agenda Deadline 12:00 PM	17																																																																																																
18	19 ML King Day  <b>City Offices Closed</b> Sanitation Routes to be run Jan. 20	20  Bd. Of Zoning Appeals 6:00 PM Planning Commission 6:30 PM	21	22  Finance & Mgt. 6:00 PM	23	24																																																																																																
25	26	27  Feb. 2 City Council Agenda Deadline 12:00 PM	28	29	30	31																																																																																																
		<table border="1"> <tr><th colspan="7">December 2025</th></tr> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>Sa</th></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td></td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </table>	December 2025							S	M	T	W	Th	F	Sa	1	2	3	4	5	6		7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				<table border="1"> <tr><th colspan="7">February 2026</th></tr> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>Sa</th></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>	February 2026							S	M	T	W	Th	F	Sa	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28								Notes:
December 2025																																																																																																						
S	M	T	W	Th	F	Sa																																																																																																
1	2	3	4	5	6																																																																																																	
7	8	9	10	11	12	13																																																																																																
14	15	16	17	18	19	20																																																																																																
21	22	23	24	25	26	27																																																																																																
28	29	30	31																																																																																																			
February 2026																																																																																																						
S	M	T	W	Th	F	Sa																																																																																																
1	2	3	4	5	6	7																																																																																																
8	9	10	11	12	13	14																																																																																																
15	16	17	18	19	20	21																																																																																																
22	23	24	25	26	27	28																																																																																																

# **AGENDA**

## **Dickson City Council**

### **7:00 pm Monday, Jan. 5, 2026**

### **Council Chambers, Dickson City Hall**

### **Mayor Don L. Weiss Jr., O.D. presiding**

---

# **REVISED**

**Call to Order** Mayor Weiss

**Roll Call** City Recorder

**Invocation** Councilperson Perkins

**Pledge of Allegiance** Mayor Weiss

#### **Minutes**

1. Dec. 1, 2025, City Council and Beer Board regular session minutes

#### **Public Comments**

1. Anyone wishing to provide comments germane to any item on this agenda shall indicate so by registering prior to the start of the meeting on the sign-up sheet provided at the entrance to the council chambers. No registrations will be allowed after the meeting has been called to order. The presiding officer shall establish an allotted time for each speaker and determine the order of speakers under the guidelines established in the City of Dickson Public Engagement Policy adopted in Resolution #2023-12

#### **Old Business**

1. None

#### **New Business**

1. Administer Peace Officer Oath to:
  - Anthony “Tony” Nichols
  - Jesus Juarez
2. First reading of ORDINANCE #1577: An Ordinance to amend Title 1, Chapter 2, Section 1-202 of the Dickson Municipal Code
3. RESOLUTION #2026-1: A Resolution to approve and authorize the Mayor to sign a Project Addendum with Southern Architecture Workshop LLC to provide design services for Dickson Fire Department Station #2 under a Master Services Agreement

4. RESOLUTION #2026-2: A Resolution to approve and authorize the Mayor to sign a Project Addendum with Southern Architecture Workshop LLC to provide design services for remediation at the War Memorial Building under a Master Services Agreement.
5. RESOLUTION #2026-3: A Resolution to approve and authorize the Mayor to sign a contract for Construction Manager at Risk services with Nabholz Construction Corp. for the Dickson Fire Department Station #2 project
6. RESOLUTION #2026-4: A Resolution to approve and authorize the Mayor to sign a Proposal for Phase II of an Environmental Site Assessment for the Aquatic/Recreation Center project under a Professional Services Agreement with ECS Southeast, LLC
7. RESOLUTION #2026-5: A Resolution to approve and authorize the Mayor to sign a Proposal for Phase II of an Environmental Site Assessment for the City Center project under a Professional Services Agreement with ECS Southeast, LLC
8. RESOLUTION #2026-6: A Resolution to approve and authorize the Mayor to sign Change Order No. 3 to the contract with FTM Contracting for construction of Phase I of the J. Dan Buckner Park Project
9. RESOLUTION #2026-7: A Resolution asking the Tennessee General Assembly to amend Tennessee Code Annotated to allow ward-based polling locations or a centralized polling location in independent Municipal Elections
10. RESOLUTION #2026-9: An initial Resolution authorizing the incurrence of indebtedness by the City of Dickson, Tennessee, of not to exceed Eighty Million Dollars (\$80,000,000.00) to provide funding for certain projects and to fund the incidental and necessary expenses related thereto
11. RESOLUTION #2026-10: A Resolution declaring the intent of the City of Dickson, Tennessee, to reimburse itself for certain expenditures relating to capital projects with the proceeds of bonds or other debt obligations to be issued by the City
12. RESOLUTION #2026-11: A Resolution approving and authorizing the Mayor to sign a Letter of Engagement with Oakdale Municipal Advisors, LLC to provide advisory services in connection with the issuance of general obligation public improvement bonds not to exceed Eighty Million Dollars (\$80,000,000.00)
13. RESOLUTION #2026-12: A Resolution approving and authorizing the Mayor to sign a Memorandum of Agreement with the Dickson Electric System for the installation and operation of a charging station for electric vehicles on public property
14. RESOLUTION #2026-13: A Resolution approving and authorizing the Mayor to sign a Memorandum of Understanding between the Dickson Police Department and Dickson County Emergency Communications District authorizing access to the district's Computer-Aided Dispatch servers and related systems

15. Request for a “Drive Slow” sign at crest of hill in the area of 104/103 Dogwood Court approaching intersection with Tanglewood Drive (*Councilperson Chandler*)
16. Brandon Jackson, 601 Bruce Rd., to address the council regarding the fee structure for rural fire service
17. Appointments
18. Schedule the Finance and Management Committee meeting for 6:00 pm Thursday, Jan. 22, 2026, in the Council Chambers at Dickson City Hall (*agenda deadline noon Jan. 16, 2026*)
19. Announce the next City Council regular session for 7:00 pm Monday, Feb. 2, 2026 (*agenda deadline noon Jan. 27, 2026*)

## **Other Business**

### **Communication from the Mayor**

### **Adjournment**

# MINUTES

**Dickson City Council**  
**7:00 pm Dec. 1, 2025**  
**Council Chambers at Dickson City Hall**

The Council of the City of Dickson, Tennessee, met the first day of December, 2025, in the Council Chambers of Dickson City Hall, 600 East Walnut Street.

## Call to Order

Mayor Don L. Weiss Jr. called the meeting to order at 7:00 pm.

<b><u>Roll Call</u></b>	<b><u>Present</u></b>	<b><u>Absent</u></b>
<b>Mayor</b>		
Don L Weiss Jr.	X	
<b>City Council (Ward)</b>		
Jason Epley (1 <sup>st</sup> )	X	
Brett Reynolds (1 <sup>st</sup> )	X	
Shane Chandler (2 <sup>nd</sup> )	X	
Kyle Sanders (2 <sup>nd</sup> )	X	
Stacey Levine (3 <sup>rd</sup> )	X	
Horace Perkins III (3 <sup>rd</sup> )	X	
Dwight Haynes (4 <sup>th</sup> )	X	
Michael Outlaw (4 <sup>th</sup> )	X	

A quorum was present and the following business transacted.

Recorder Chris Norman served as recording secretary.

**Others present:** City Attorney Jerry Smith, Assistant City Attorney Ross Smith, City Administrator David Travis, Tax Collector Angie Brown, Treasurer Tammy Dotson, Fire Chief Richard Greer, Police Chief Seth Lyles, Recorder Chris Norman, Planning and Zoning Director Jason Pilkinton, Senior Activity Center Director Joan Rial, Public Works Director Bret Stock, Court Clerk Gina Swaner, Assistant Police Chief Todd Christian, Assistant Public Works Director Cooper Morris, Capt. Eric Chandler, Public Works Office Coordinator Jessi Starkey, Dickson Electric System General Manager Darrell Gillespie, Andy Daniels of Daniels Government Relations and others as indicated on the sign-in sheet.

## Invocation

Councilperson Levine presented the invocation.

## Pledge of Allegiance

Mayor Weiss led the Pledge of Allegiance

## Beer Board

- 1. Application for a Class I (on-premises) beer permit for Logan's Roadhouse Enterprises LLC, 120 Chandler Drive**

Mayor Weiss said the application is for a change in ownership.  
Motion to approve: Councilperson Perkins  
Second: Councilperson Levine

<b>Roll Call</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Jason Epley (1 <sup>st</sup> )	X			
Brett Reynolds (1 <sup>st</sup> )	X			
Shane Chandler (2 <sup>nd</sup> )	X			
Kyle Sanders (2 <sup>nd</sup> )	X			
Stacey Levine (3 <sup>rd</sup> )	X			
Horace Perkins III (3 <sup>rd</sup> )	X			
Dwight Haynes (4 <sup>th</sup> )				X
Michael Outlaw (4 <sup>th</sup> )	X			

***Motion passed 7-0-1***

## **City Council**

### **Minutes**

#### **1. Nov. 3, 2025, City Council regular session minutes**

No discussion.  
Motion to approve: Councilperson Outlaw  
Second: Councilperson Sanders

<b>Roll Call</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Jason Epley (1 <sup>st</sup> )	X			
Brett Reynolds (1 <sup>st</sup> )	X			
Shane Chandler (2 <sup>nd</sup> )	X			
Kyle Sanders (2 <sup>nd</sup> )	X			
Stacey Levine (3 <sup>rd</sup> )	X			
Horace Perkins III (3 <sup>rd</sup> )	X			
Dwight Haynes (4 <sup>th</sup> )	X			
Michael Outlaw (4 <sup>th</sup> )	X			

***Motion passed 8-0-0***

### **Public Comments**

1. Vangie Ethridge, 102 Ruby Court, spoke on behalf of the GFWC Dickson County Woman's Club spoke in favor of approval of the contract with Safe Haven Baby Boxes and the memoranda of understanding with the Woman's Club and the High Noon Rotary Club.

### **Old Business**

1. Second reading of **ORDINANCE #1576: An Ordinance to amend the Occupational Safety and Health Program Plan for the City of Dickson, Tennessee**  
Administrator Travis said the amendment changes the Safety Program Director to Cameron Smith.

Motion to approve: Councilperson Perkins  
Second: Councilperson Chandler

<b><u>Roll Call</u></b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Jason Epley (1 <sup>st</sup> )	X			
Brett Reynolds (1 <sup>st</sup> )	X			
Shane Chandler (2 <sup>nd</sup> )	X			
Kyle Sanders (2 <sup>nd</sup> )	X			
Stacey Levine (3 <sup>rd</sup> )	X			
Horace Perkins III (3 <sup>rd</sup> )	X			
Dwight Haynes (4 <sup>th</sup> )	X			
Michael Outlaw (4 <sup>th</sup> )	X			

***Motion passed 8-0-0***

## New Business

1. **RESOLUTION #2025-48: A Resolution to approve and authorize the Mayor to sign Individual Project Order No. 118178029 with Kimley-Horn and Associates to provide and implement an updated signal timing plan at the intersection of Highway 46 and East Walnut Street/Highway 47 under the Master Agreement for Continuing Professional Services**

City Administrator David Travis said once the city completes projects to install broadband connections and new detection sensors to all the traffic signals, the city will look at getting an updated timing plan for the entire Highway 46 corridor.

Motion to approve: Councilperson Outlaw

Second: Vice Mayor Epley

<b><u>Roll Call</u></b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Jason Epley (1 <sup>st</sup> )	X			
Brett Reynolds (1 <sup>st</sup> )	X			
Shane Chandler (2 <sup>nd</sup> )	X			
Kyle Sanders (2 <sup>nd</sup> )	X			
Stacey Levine (3 <sup>rd</sup> )	X			
Horace Perkins III (3 <sup>rd</sup> )	X			
Dwight Haynes (4 <sup>th</sup> )	X			
Michael Outlaw (4 <sup>th</sup> )	X			

***Motion passed 8-0-0***

2. **RESOLUTION #2025-76: A Resolution to accept the donation of property by The Jackson Foundation for the site of a new fire station**

Administrator Travis said The Jackson Foundation is donating 7.28 acres on Marshall Stuart Drive to the city to build a fire station to replace the current facility on Pringle Drive, which the department has outgrown.

Motion to approve: Councilperson Outlaw

Second: Councilperson Perkins

<b><u>Roll Call</u></b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Jason Epley (1 <sup>st</sup> )	X			
Brett Reynolds (1 <sup>st</sup> )	X			

Shane Chandler (2 <sup>nd</sup> )	X
Kyle Sanders (2 <sup>nd</sup> )	X
Stacey Levine (3 <sup>rd</sup> )	X
Horace Perkins III (3 <sup>rd</sup> )	X
Dwight Haynes (4 <sup>th</sup> )	X
Michael Outlaw (4 <sup>th</sup> )	X

***Motion passed 8-0-0***

3. **RESOLUTION #2025-85: A Resolution accepting and authorizing the Mayor of the City of Dickson, Tennessee, to sign a lobbying representation agreement and letter of engagement with Anthony W. Daniels and Ross V. Smith for the 2026 Legislative Session**

Administrator Travis said the contract is a renewal of the city's existing agreement.

Motion to approve: Councilperson Chandler

Second: Councilperson Outlaw

<b><u>Roll Call</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Abstain</u></b>	<b><u>Absent</u></b>
Jason Epley (1 <sup>st</sup> )	X			
Brett Reynolds (1 <sup>st</sup> )	X			
Shane Chandler (2 <sup>nd</sup> )	X			
Kyle Sanders (2 <sup>nd</sup> )	X			
Stacey Levine (3 <sup>rd</sup> )	X			
Horace Perkins III (3 <sup>rd</sup> )	X			
Dwight Haynes (4 <sup>th</sup> )	X			
Michael Outlaw (4 <sup>th</sup> )	X			

***Motion passed 8-0-0***

4. **RESOLUTION #2025-86: A Resolution to approve and authorize the Mayor of the City of Dickson, Tennessee, to sign a contract with Safe Haven Baby Boxes, Inc. and Memoranda of Understanding with GFWC Dickson County Woman's Club and Dickson High Noon Rotary Club to provide, fund and operate a safe and secure location for the anonymous surrender of newborn infants**

Assistant City Attorney Smith said the woman's club has raised more than \$22,000 to pay Safe Haven for the device and cover installation expenses and the Rotary Club has pledged to pay the \$500 annual maintenance fee to Safe Haven for the first four years.

Motion to approve: Councilperson Outlaw

Second: Councilperson Levine

<b><u>Roll Call</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Abstain</u></b>	<b><u>Absent</u></b>
Jason Epley (1 <sup>st</sup> )	X			
Brett Reynolds (1 <sup>st</sup> )	X			
Shane Chandler (2 <sup>nd</sup> )	X			
Kyle Sanders (2 <sup>nd</sup> )	X			
Stacey Levine (3 <sup>rd</sup> )	X			
Horace Perkins III (3 <sup>rd</sup> )	X			
Dwight Haynes (4 <sup>th</sup> )	X			
Michael Outlaw (4 <sup>th</sup> )	X			

***Motion passed 8-0-0***

5. **RESOLUTION #2025-87: A Resolution to ratify and confirm HEFB Resolution #2025-1 adopted by the Health and Educational Facilities Board of the City of Dickson, Tennessee, for the financing of a multifamily housing facility to be acquired and constructed by 841 Cowan Road, LP using not to exceed \$48,000,000 in revenue bonds to be issued by the board**

Administrator Travis said the HEFB approved the bonds and there is no financial obligation to the city.

Motion to approve: Vice Mayor Epley  
Second: Councilperson Chandler

<b><u>Roll Call</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Abstain</u></b>	<b><u>Absent</u></b>
Jason Epley (1 <sup>st</sup> )	X			
Brett Reynolds (1 <sup>st</sup> )	X			
Shane Chandler (2 <sup>nd</sup> )	X			
Kyle Sanders (2 <sup>nd</sup> )		X		
Stacey Levine (3 <sup>rd</sup> )	X			
Horace Perkins III (3 <sup>rd</sup> )	X			
Dwight Haynes (4 <sup>th</sup> )	X			
Michael Outlaw (4 <sup>th</sup> )	X			

*Motion passed 7-1-0*

6. **RESOLUTION #2025-88: A Resolution to approve and authorize the Mayor to sign Task Order 24-12 with OHM, Inc. for additional land surveying services for a proposed City Center under On-Call Survey Contract #S-002**

Administrator Travis said the property around the War Memorial Building needs to be included in the survey for the City Center facility proposed for South Main Street

Motion to approve: Vice Mayor Epley  
Second: Councilperson Perkins

<b><u>Roll Call</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Abstain</u></b>	<b><u>Absent</u></b>
Jason Epley (1 <sup>st</sup> )	X			
Brett Reynolds (1 <sup>st</sup> )	X			
Shane Chandler (2 <sup>nd</sup> )	X			
Kyle Sanders (2 <sup>nd</sup> )	X			
Stacey Levine (3 <sup>rd</sup> )	X			
Horace Perkins III (3 <sup>rd</sup> )	X			
Dwight Haynes (4 <sup>th</sup> )	X			
Michael Outlaw (4 <sup>th</sup> )	X			

*Motion passed 8-0-0*

7. **RESOLUTION #2025-89: A Resolution to approve and authorize the Mayor to sign a Construction Management at Risk Contract with Hoar Construction, LLC for the J. Dan Buckner Park Project Phase II**

Administrator Travis said the contract is similar to other CMAR contracts previously approved by the council and consists of reconfiguring ballfields, a covered batting cage, concession stand/restrooms in the area of Field 1 and the former swimming pool.

Motion to approve: Councilperson Reynolds

Second: Councilperson Sanders

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Jason Epley (1 <sup>st</sup> )	X			
Brett Reynolds (1 <sup>st</sup> )	X			
Shane Chandler (2 <sup>nd</sup> )	X			
Kyle Sanders (2 <sup>nd</sup> )	X			
Stacey Levine (3 <sup>rd</sup> )	X			
Horace Perkins III (3 <sup>rd</sup> )	X			
Dwight Haynes (4 <sup>th</sup> )	X			
Michael Outlaw (4 <sup>th</sup> )	X			

*Motion passed 8-0-0*

**8. PURCHASE ORDER #110723 to Wavetronix for \$29,825.00 for radar traffic sensors for the intersection of Hwy. 70 West and Pond Road/West End Avenue**

Administrator Travis said the radar sensors will control the traffic signals at the intersection and are not cameras or a speed detection system. The equipment purchase is \$29,825 and installation will be \$5,550.81.

Motion to approve: Councilperson Chandler

Second: Councilperson Sanders

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Jason Epley (1 <sup>st</sup> )	X			
Brett Reynolds (1 <sup>st</sup> )	X			
Shane Chandler (2 <sup>nd</sup> )	X			
Kyle Sanders (2 <sup>nd</sup> )	X			
Stacey Levine (3 <sup>rd</sup> )	X			
Horace Perkins III (3 <sup>rd</sup> )	X			
Dwight Haynes (4 <sup>th</sup> )	X			
Michael Outlaw (4 <sup>th</sup> )	X			

*Motion passed 8-0-0*

**9. PURCHASE ORDER #110749 to Wavetronix for \$14,230.00 for radar traffic sensors for the intersection of Thornton Drive and Highway 46**

Administrator Travis said the same system will be installed on Highway 46 at Thornton Drive with the equipment purchase less than the previous intersection because of different needs. Installation will be \$1,800.

Motion to approve: Councilperson Outlaw

Second: Councilperson Levine

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Jason Epley (1 <sup>st</sup> )	X			
Brett Reynolds (1 <sup>st</sup> )	X			
Shane Chandler (2 <sup>nd</sup> )	X			
Kyle Sanders (2 <sup>nd</sup> )	X			
Stacey Levine (3 <sup>rd</sup> )	X			
Horace Perkins III (3 <sup>rd</sup> )	X			
Dwight Haynes (4 <sup>th</sup> )	X			
Michael Outlaw (4 <sup>th</sup> )	X			

***Motion passed 8-0-0***

**10. 2026 meeting schedule review**

Mayor Weiss presented a preliminary schedule of the City Council and Finance and Management Committee meetings for 2026 indicating schedule changes due to holidays.

**11. Appointments**

None

**12. Schedule the Finance and Management Committee meeting**

Mayor Weiss scheduled the Finance and Management Committee meeting for 6:00 pm Monday, Dec. 15, 2025, in the Council Chambers at Dickson City Hall with an agenda deadline noon Dec. 9, 2025.

**13. Announce the next City Council regular session**

Mayor Weiss announced the next City Council regular session will be 7:00 pm Monday, Jan. 5, 2026, in the Council Chambers at Dickson City Hall with an agenda deadline noon Dec. 30, 2025.

**Other Business**

1. None

**Communication from the Mayor**

1. Mayor Weiss informed the council that following City Attorney Jerry Smith's recent medical emergency, the City has partnered with Tristar Horizon Medical Center to purchase 16 Automated External Defibrillators that have been installed in city facilities.

**Adjournment**

With no other business to come before the council, Mayor Weiss adjourned the meeting at 7:35 pm without objection.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**

**ORDINANCE #1577**

**AN ORDINANCE TO AMEND TITLE 1, CHAPTER 2, SECTION 1-202 OF THE  
DICKSON MUNICIPAL CODE**

**WHEREAS**, Dickson Municipal Code **Title 1 General Administration, Chapter 2 Mayor, Section 1-202. Executes city's contracts** grants authority for the Mayor of the City of Dickson to sign and execute contracts on the City's behalf; and

**WHEREAS**, the Administration desires to update and improve efficiency in the operations of city government by granting limited authority to the Mayor and City Administrator to sign and execute contracts within the guidelines of the Purchasing Policy adopted by the Dickson City Council.

Now, therefore, **BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1. Title 1 General Administration, Chapter 2 Mayor, Section 1-202. Executes city's contracts** is deleted in its entirety and replaced with the following:

**Section 1-202. Executes city's contracts**. The Mayor and City Administrator shall be authorized to sign and execute contracts on behalf of the City within the guidelines and restrictions adopted by the Dickson City Council in the Purchasing Limitations of the City of Dickson Municipal Purchasing Policy.

**SECTION 2.** Such authority granted to the Mayor and City Administrator shall be amended by any Resolution(s) amending the Municipal Purchasing Policy adopted and enacted by the Dickson City Council.

**SECTION 3.** This Ordinance shall take effect immediately upon passage on second and final reading, the public welfare requiring same.

---

**Don L. Weiss Jr., O.D., MAYOR**

**ATTEST:**

---

**Chris Norman, RECORDER**

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_

**RESOLUTION #2026-1**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A  
PROJECT ADDENDUM WITH SOUTHERN ARCHITECTURE WORKSHOP LLC TO  
PROVIDE DESIGN SERVICES FOR DICKSON FIRE DEPARTMENT STATION #2  
UNDER A MASTER SERVICES AGREEMENT**

**WHEREAS**, the City of Dickson, Tennessee, intends to build a new fire station on Marshall Stuart Drive; and

**WHEREAS**, through the review process established in city policy, Southern Architecture Workshop LLC has been awarded a Master Services Agreement as the On-Call Architect for the City of Dickson; and

**WHEREAS**, Southern Architecture Workshop LLC has submitted a Project Addendum under the terms and conditions of the Master Services Agreement to provide design development and construction documents for the fire station, a copy attached as an exhibit hereto.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** The Project Addendum with Southern Architecture Workshop LLC attached hereto is hereby approved and accepted.

**SECTION 2.** The Mayor of the City of Dickson is authorized to sign and execute said Project Addendum and all documents and instruments necessary to its implementation.

**SECTION 3.** Payment for services within the scope of services contained in the Project Addendum and exhibits is authorized subject to the terms and conditions contained therein.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 5th day of January, 2026.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**

# **Project Addendum to AIA Document B101 – 2017**

## ***Standard Form of Agreement Between Owner and Architect***

**PROJECT ADDENDUM** entered into as of January 5, 2026

**BETWEEN** the Architect's client identified as the Owner:

The City of Dickson, Tennessee  
600 East Walnut Street  
Dickson, TN 37055

and the Architect:

Southern Architecture Workshop, LLC  
2020 Fieldstone Parkway, Suite 900-263  
Franklin, TN 37069

for the following Project:

Dickson Fire Station 2  
501 Pringle Drive  
Dickson, TN 37055

Programming and Schematic Design Phases for Dickson Fire Station 2

This Project Addendum supplements and incorporates that certain AIA Document B101 – 2017 Standard Form of Agreement Between Owner and the Architect, dated October 6, 2025 (the “Agreement”). All defined terms and section references used herein are as set forth in the Agreement.

### **ARTICLE 1 INITIAL INFORMATION**

**§§ 1.1 – 1.1.3** This Agreement is based on the following Initial Information:

Programming and Schematic Design for Dickson Fire Station 2.

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:  
Programming Completion 26 February 2026  
Schematic Design Completion 14 June 2026

**.2** Construction commencement date:

TBD

**.3** Substantial Completion date or dates:

TBD

**.4** Other milestone dates:

TBD

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
(*List name, address, and other contact information.*)

Bret M. Stock, PE  
The City of Dickson, Tennessee  
600 East Walnut Street  
Dickson, TN 37055  
Phone: (615) 441-9508  
Email: bstock@cityofdickson.com

**§ 1.1.9** Consultants and contractors retained by the Owner:

Civil Engineering services to be provided by the Owner.

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
(*List name, address, and other contact information.*)

Neil Parrish, AIA LEED AP BD+C  
Southern Architecture Workshop, LLC  
2020 Fieldstone Parkway, Suite 900-263  
Franklin, TN 37069  
Phone: (615) 830-5600  
Email: neil@sawarchitect.com

Cooper Morris, P.E.  
The City of Dickson, Tennessee  
600 East Walnut Street  
Dickson, TN 37055  
Phone: (615) 441-9508  
Email: cmorris@cityofdickson.com

**§ 1.1.11** Consultants retained by the Architect:

Structural Engineer:  
KPFF Engineers  
4101 Charlotte Avenue  
Suite E 210  
Nashville, TN 37209  
Phone: 615-451-8725  
Email: nick.deblasis@kpff.com

Mechanical, Electrical, and Plumbing Engineer:  
DFH Services  
PO Box 120371  
Nashville, TN 37212  
Phone: 615-207-4721  
E-mail: [chris@dfhservices.com](mailto:chris@dfhservices.com)

Fire Protection:  
DFH Services  
PO Box 120371  
Nashville, TN 37212

Phone: 615-207-4721  
E-mail: [chris@dfhservices.com](mailto:chris@dfhservices.com)

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

N/A

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** In addition to those described in the Agreement, the Architect's Basic Services include the following:

See Architect's Proposal dated December 15, 2025 attached hereto as Exhibit A.

**§ 4.2.4** If the services covered by this Agreement have not been completed within eight (8) months of the date of the Project Addendum, through no fault of the Architect or any of the Architect Parties, any extension of the Architect's services beyond that time, which results in an increase in costs to the Architect, shall be compensated as Additional Services, subject to Section 4.2.1.

**§ 8.1.3** The limitation of liability for this project, as described in Section 8.1.3 of the Agreement, Shall be the greater of the Architect's fee or the proceeds of the available professional liability insurance coverage required of the architect under section 2.5.6 of the Agreement.

**ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Articles 1, 2, 3 and elsewhere in the Agreement as Basic Services, the Owner shall compensate the Architect as follows:

Percent of Construction Cost: 6.31% per State Fee Calculator +.2% Admin fee = 6.51%

Target Project Budget: \$5,000,000

Total Anticipated Project Fee: \$325,500

Programming + SD: 19% of Total

Sixty One Thousand Eight Hundred Forty Five and 00/100 Dollars (\$61,845)

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming Phase	Forty percent	(40 <sup> </sup> )%
Schematic Design Phase	Sixty percent	(60 <sup> </sup> )%
Design Development Phase	_____ percent	( <sup> </sup> )%
Construction Documents Phase	_____ percent	( <sup> </sup> )%
Procurement Phase	_____ percent	( <sup> </sup> )%
Construction Phase	_____ percent	( <sup> </sup> )%
<hr/>		
Total Basic Compensation	one hundred percent	(100%)

**§ 11.7** To the extent they become applicable, the hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates may be adjusted no more than once annually in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Architect's 2025 Hourly Rate Schedule, attached hereto with Exhibit A.

**§ 11.8.2** The total compensation paid by the Owner for Reimbursable Expenses shall not exceed \$5,000, in the aggregate for the Project, without the Owner's prior written consent.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.2.4** Other documents forming a part of the Agreement are as follows:

Exhibit A: Architect's Proposal dated 12/15/2025

This Project Addendum entered into as of the day and year first written above.

**OWNER**

---

*(Signature)*

The City of Dickson, Tennessee  
By: Don L. Weiss Jr., O.D.  
Its: Mayor

---

*(Printed name and title)*

**ARCHITECT**

---

*(Signature)*

Southern Architecture Workshop, LLC  
By: Neil Parrish, AIA  
Its: Owner

---

*(Printed name and title)*

## **RESOLUTION #2026-2**

### **A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROJECT ADDENDUM WITH SOUTHERN ARCHITECTURE WORKSHOP LLC TO PROVIDE DESIGN SERVICES FOR REMEDIATION AT THE WAR MEMORIAL BUILDING UNDER A MASTER SERVICES AGREEMENT**

**WHEREAS**, the City of Dickson, Tennessee, is undertaking repairs and remediation processes to mitigate and prevent future damage to the historic War Memorial Building; and

**WHEREAS**, through the review process established in city policy, Southern Architecture Workshop LLC has been awarded a Master Services Agreement as the On-Call Architect for the City of Dickson; and

**WHEREAS**, Southern Architecture Workshop LLC has submitted a Project Addendum under the terms and conditions of the Master Services Agreement to provide design services for remediation at the War Memorial Building, a copy attached as an exhibit hereto.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** The Project Addendum with Southern Architecture Workshop LLC attached hereto is hereby approved and accepted.

**SECTION 2.** The Mayor of the City of Dickson is authorized to sign and execute said Project Addendum and any and all documents and instruments necessary to its implementation.

**SECTION 3.** Payment for services within the scope of services contained in the Project Addendum is authorized subject to the terms and conditions contained therein.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 5th day of January, 2026.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**

# **Project Addendum to AIA Document B101 – 2017**

## ***Standard Form of Agreement Between Owner and Architect***

**PROJECT ADDENDUM** entered into as of January 5, 2026

**BETWEEN** the Architect's client identified as the Owner:

The City of Dickson, Tennessee  
600 East Walnut Street  
Dickson, TN 37055

and the Architect:

Southern Architecture Workshop, LLC  
2020 Fieldstone Parkway, Suite 900-263  
Franklin, TN 37069

for the following Project:

Dickson War Memorial Building  
200 Center Ave.  
Dickson, TN 37055

Construction Documents for War Memorial Renovation

This Project Addendum supplements and incorporates that certain AIA Document B101 – 2017 Standard Form of Agreement Between Owner and the Architect, dated October 6, 2025 (the “Agreement”). All defined terms and section references used herein are as set forth in the Agreement.

### **ARTICLE 1 INITIAL INFORMATION**

**§§ 1.1 – 1.1.3** This Agreement is based on the following Initial Information:

Construction Documents for War Memorial Renovation

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:  
Construction Documents Start: February 9, 2026  
Construction Documents End: May 14, 2026

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
(*List name, address, and other contact information.*)

Bret M. Stock, P.E.  
The City of Dickson, Tennessee  
600 East Walnut Street  
Dickson, TN 37055  
Phone: (615) 441-9508  
Email: bstock@cityofdickson.com

Cooper Morris, P.E.  
The City of Dickson, Tennessee  
600 East Walnut Street  
Dickson, TN 37055  
Phone: (615) 441-9508  
Email: cmorris@cityofdickson.com

**§ 1.1.9** Consultants and contractors retained by the Owner:

Civil Engineering services to be provided by the Owner.

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
(*List name, address, and other contact information.*)

Neil Parrish, AIA LEED AP BD+C  
Southern Architecture Workshop, LLC  
2020 Fieldstone Parkway, Suite 900-263  
Franklin, TN 37069  
Phone: (615) 830-5600  
Email: neil@sawarchitect.com

**§ 1.1.11** Consultants retained by the Architect:

Structural Engineer:  
KPFF Engineers  
4101 Charlotte Avenue  
Suite E 210  
Nashville, TN 37209  
Phone: 615-451-8725  
Email: nick.deblasis@kpff.com

Mechanical, Electrical, and Plumbing Engineer:  
DFH Services  
PO Box 120371  
Nashville, TN 37212  
Phone: 615-207-4721  
E-mail: [chris@dfhservices.com](mailto:chris@dfhservices.com)

Fire Protection:  
DFH Services  
PO Box 120371  
Nashville, TN 37212  
Phone: 615-207-4721

E-mail: [chris@dfhservices.com](mailto:chris@dfhservices.com)

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

N/A

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** In addition to those described in the Agreement, the Architect's Basic Services include the following:

See Architect's Proposal dated December 15, 2025 attached hereto as Exhibit A.

**§ 4.2.4** If the services covered by this Agreement have not been completed within eight (8) months of the date of the Project Addendum, through no fault of the Architect or any of the Architect Parties, any extension of the Architect's services beyond that time, which results in an increase in costs to the Architect, shall be compensated as Additional Services, subject to Section 4.2.1.

**§ 8.1.3** The limitation of liability for this project, as described in Section 8.1.3 of the Agreement, shall be the greater of the Architect's fee or the proceeds of the available professional liability insurance coverage required of the architect under section 2.5.6 of the Agreement.

**ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Articles 1, 2, 3 and elsewhere in the Agreement as Basic Services, the Owner shall compensate the Architect as follows:

Thirty Six Thousand Two Hundred and 00/100 Dollars (\$36,200)

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming Phase	_____ percent	(100)%
Schematic Design Phase	_____ percent	(____)%
Design Development Phase	_____ percent	(____)%
Construction Documents Phase	One Hundred percent	(____)%
Procurement Phase	_____ percent	(____)%
Construction Phase	_____ percent	(____)%
<hr/>		
Total Basic Compensation	One Hundred Percent	(100%)

**§ 11.7** To the extent they become applicable, the hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates may be adjusted no more than once annually in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Architect's 2025 Hourly Rate Schedule, attached hereto with Exhibit A.

**§ 11.8.2** The total compensation paid by the Owner for Reimbursable Expenses shall not exceed \$2,000, in the aggregate for the Project, without the Owner's prior written consent.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.2.4** Other documents forming a part of the Agreement are as follows:

Exhibit A: Architect's Proposal dated 12/15/2025

This Project Addendum entered into as of the day and year first written above.

**OWNER**

---

*(Signature)*  
The City of Dickson, Tennessee  
By: Don L. Weiss Jr., O.D.  
Its: Mayor

---

*(Printed name and title)*

**ARCHITECT**

---

*(Signature)*  
Southern Architecture Workshop, LLC  
By: Neil Parrish, AIA  
Its: Owner

---

*(Printed name and title)*

## **RESOLUTION #2026-3**

### **A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONSTRUCTION MANAGER AT RISK CONTRACT WITH NABHOLZ CONSTRUCTION CORPORATION FOR THE FIRE STATION #2 PROJECT**

**WHEREAS**, the City of Dickson, Tennessee, intends to construct a new fire station on Marshall Stuart Drive; and

**WHEREAS**, following a review of proposals and qualifications according to the City's policy, the administration recommends Nabholz Construction Corporation to be the Construction Manager for the project under the terms and conditions of the Construction Manager at Risk contract attached hereto.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** The Construction Manager at Risk contract with Nabholz Construction Corporation attached hereto is hereby approved and accepted.

**SECTION 2.** The Mayor of the City of Dickson is authorized to sign and execute said Construction Manager at Risk contract with Nabholz Construction Corporation and all documents and instruments necessary to its implementation.

**SECTION 3.** Payment for services within the scope of services contained in the Construction Manager at Risk contract is authorized subject to the terms and conditions contained therein.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 5th day of January, 2026.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**



## **Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the 18th day of December in the year Two Thousand Twenty-Five  
(*In words, indicate day, month, and year.*)

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

The City of Dickson, Tennessee  
600 East Walnut Street  
Dickson, TN 37055

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

Nabholz Construction Corporation  
725 Cool Springs Boulevard, Suite 525  
Franklin, TN 37067

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

City of Dickson Fire Station #2  
Unaddressed Marshall Stewart Drive  
Dickson, TN 37055

Description: New build, replacement fire station on a greenfield site with associated infrastructure and a fire department training facility.

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

Southern Architecture Workshop, LLC  
2020 Fieldstone Parkway, Suite 900-263  
Franklin, TN 37069

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

AIA Document A201<sup>TM</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

### EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### EXHIBIT B INSURANCE AND BONDS

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Southern Architecture Workshop has been retained as the project architect, and they will lead a program development phase which will establish the programming for the project.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The project site is approximately 5 acres and is located adjacent to Marshall Stewart Drive. Design plans will be based upon the programming document development by Southern Architecture Workshop. During the development of the programming document and design plans, an ALTA survey, Phase 1 Environmental Site Assessment, Geotechnical Report, and Utility Availability Letters will be developed or obtained.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

*(Provide total and, if known, a line item breakdown.)*

| \$5,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

| TBD

.2 Construction commencement date:

| TBD

.3 Substantial Completion date or dates:

| TBD

.4 Other milestone dates:

| TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

*(Identify any requirements for fast-track scheduling or phased construction.)*

| N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

| N/A

| § 1.1.6.1 Intentionally omitted.

§ 1.1.7 Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere.)*

| N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

*(List name, address, and other contact information.)*

David Travis, City Administrator  
600 East Walnut Street  
Dickson, TN 37055  
administrator@cityofdicksontn.gov  
(615) 441-9508  
and/or,

Bret Stock, P.E., Director of Public Works / City Engineer  
600 East Walnut Street  
Dickson, TN 37055  
bstock@cityofdickson.com  
(615) 441-9508

| and/or,

Cooper Morris, P.E., Assistant Director of Public Works  
600 East Walnut Street

Dickson, TN 37055  
cmorris@cityofdickson.com  
(615) 441-9508

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
(List name, address and other contact information.)

Bret Stock, P.E., Director of Public Works / City Engineer  
600 East Walnut Street  
Dickson, TN 37055  
bstock@cityofdickson.com  
(615) 441-9508

and/or,

Cooper Morris, P.E., Assistant Director of Public Works  
600 East Walnut Street  
Dickson, TN 37055  
cmorris@cityofdickson.com  
(615) 441-9508

**§ 1.1.10** The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

ECS Southeast, LLC  
1050 International Boulevard  
Clarksville, TN 37040  
Blake Morris, P.E., Group Manager  
Bmorris1@ecslimited.com  
(615) 693-9035

.2 Civil Engineer:

City of Dickson, Tennessee  
600 E Walnut Street  
Dickson, TN 37055  
Cooper Morris, P.E.  
cmorris@cityofdickson.com  
(615) 441-9508

and/or

Bret Stock, P.E.  
bstock@cityofdickson.com  
(615) 441-9508

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Landscape Architect & Site Electrical Engineer:  
Kimley-Horn & Associates, Inc.  
10 Lea Avenue, Suite 400  
Nashville, TN 37210  
Alisha Eley, PLA  
alisha.eley@kimley-horn.com  
(615) 564-2713

**§ 1.1.11 The Architect's representative:**  
*(List name, address, and other contact information.)*

Neil Parrish, AIA  
1131 4<sup>th</sup> Avenue South  
Nashville, TN 37210  
neil@sawarchitect.com  
(615) 830-5600

and/or

David Berry, AIA  
1131 4<sup>th</sup> Avenue South  
Nashville, TN 37210  
david@sawarchitect.com  
(859) 806-3011

**§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:**  
*(List name, address, and other contact information.)*

Marco Regoli, PE  
725 Cool Springs Blvd, Ste 525  
Franklin, TN 37067  
marco.regoli@nabholz.com  
(629) 235-9423

**§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:**

*(List any Owner-specific requirements to be included in the staffing plan.)*

N/A

**§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:**  
*(List any Owner-specific requirements for subcontractor procurement.)*

N/A

**§ 1.1.15 Other Initial Information on which this Agreement is based:**

N/A

**§ 1.2** The Owner and Construction Manager may reasonably rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## **ARTICLE 2 GENERAL PROVISIONS**

### **§ 2.1 The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract

Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

## **§ 2.2 Relationship of the Parties**

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

## **§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as including but not limited to the following sections: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 2.3.2** For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

## **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3 and elsewhere in the Contract Documents. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price Amendment. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall, before proceeding with any portion of the Work affected thereby, promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability;

availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing protocols for the development, use, transmission, and exchange of digital data, including building information models for the Project.

#### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner's and Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

#### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's and Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner's and Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Owner's and Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 Intentionally omitted.

**§ 3.1.11 Subcontractors and Suppliers**

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

**§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Owner's and Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to both the Owner and Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

**§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

**§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

**§ 3.2 Guaranteed Maximum Price Proposal**

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 A proposed construction schedule for the Work in accordance with Section 3.3.2.2 and a submittal schedule in accordance with Section 3.10 of A201–2017, including the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

**§ 3.2.9** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

**§ 3.3.1.1** For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

**§ 3.3.1.2** The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

**§ 3.3.1.3** The Construction Manager shall fully execute the Work described in the Contract Documents and reasonably inferable as necessary to produce the results intended by the Contract Documents or as otherwise agreed upon with the Owner in writing.

#### **§ 3.3.2 Administration**

**§ 3.3.2.1** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

**§ 3.3.2.2** As part of its Guaranteed Maximum Price proposal, the Construction Manager shall prepare and submit to the Owner and Architect a proposed construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

### **§ 3.3.2.3 Monthly Report**

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner or Architect.

### **§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner or Architect.

### **§ 3.3.2.5 Cost Control**

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## **ARTICLE 4 OWNER'S RESPONSIBILITIES**

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

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 4.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect who shall thereafter consult with the Owner with respect to any necessary corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and reasonably required for the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to reasonably rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner, when such services are reasonably required for the Project, shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Construction Manager shall notify the Owner of any tests, inspections and reports that are required, or that are advisable in the opinion of the Construction Manager.

**§ 4.1.4.2** The Owner, when such services are reasonably required for the Project, shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 4.1.4.3** The Owner, when such services are reasonably required for the Project and requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and reasonably relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's reasonable written request for such information or services.

**§ 4.1.6** Intentionally omitted.

**§ 4.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 4.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in this Contract.

**ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

**§ 5.1 Compensation**

**§ 5.1.1** For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

A Preconstruction Services Fee in an amount not to exceed fifteen thousand and 00/100 Dollars (\$15,000).

**§ 5.1.2** The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Individual or Position	Rate
------------------------	------

**§ 5.1.2.1** Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

**§ 5.1.3** If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

**§ 5.2.1** Unless otherwise agreed, payments for the Construction Manager's Preconstruction Phase services shall be made monthly in proportion to services performed.

**§ 5.2.2** Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
*(Insert rate of monthly or annual interest agreed upon.)*

Prime Rate plus one percent ( 1 % ) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.

## **ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

### **§ 6.1 Contract Sum**

**§ 6.1.1** The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

#### **§ 6.1.2** The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

The Construction Manager's Fee shall be four percent (4%) of the Cost of the Work.

#### **§ 6.1.3** The method of adjustment of the Construction Manager's Fee for changes in the Work:

In the event of any changes in the Work, the Construction Manager's Fee shall remain four percent (4%) of the Cost of the Work as changed.

#### **§ 6.1.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

For changes in the Work that will be performed by Subcontractors, the Construction Manager shall require each Subcontractor to disclose the percentage for overhead and profit that the Subcontractor proposes to charge for changes to the Work, which shall then be subject to the Owner's written approval.

#### **§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed ten percent ( 10 %) of the standard rental rate paid at the place of the Project.

#### **§ 6.1.6** Liquidated damages, if any:

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

The Construction Manager acknowledges and agrees that the Owner will suffer damages if the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and that it is difficult to ascertain the extent of those damages in advance. Therefore, the Construction Manager shall pay the Owner liquidated damages of One Thousand and 00/100 Dollars (\$1,000) per day for each and every day that Substantial Completion has not been achieved after the Contract Time established in Section A.2.3 of the Guaranteed Maximum Price Amendment. The Construction Manager acknowledges and agrees that the liquidated damages stated in this Section 6.1.6 are not a penalty, but are a fair and reasonable estimate of the delay damages the Owner is expected to suffer in the event of delay.

#### **§ 6.1.7** Other:

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

N/A

### **§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

### § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Owner or Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean reasonable costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

**§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

**§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ 7.6.9** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, or between the Construction Manager and any Subcontractors or suppliers, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ 7.6.10** Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

**§ 7.6.11** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## **§ 7.7 Other Costs and Emergencies**

**§ 7.7.1** Other costs incurred in the performance of the Work, with the Owner's prior approval.

**§ 7.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

**§ 7.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by any of the Contractor Parties, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, any of the Contractor Parties, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others, provided that any such non-recovery was not the Construction Manager's fault.

**§ 7.7.4** The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

## **§ 7.8 Related Party Transactions**

**§ 7.8.1** For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any director, member, stockholder, officer, or management employee of, the Construction

Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such written notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

### **§ 7.9 Costs Not To Be Reimbursed**

**§ 7.9.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or supplier, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, any of the Contractor Parties;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

## **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained. The Construction Manager shall not retain any discounts, rebates, or refunds in connection with the Work unless it has provided the Owner seven days' prior written notice of the potential discount, rebate, or refund and the opportunity to fulfill the conditions in this Section 8.1.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 9.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The

Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

**§ 9.1.1** When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to reasonably adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 9.2** Subcontracts or other agreements shall conform to the applicable payment and other provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, payments, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

### **§ 11.1 Progress Payments**

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

**§ 11.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 11.1.3** Subject to other provisions of the Contract Documents and provided that an Application for Payment on AIA Document G702 is received by the Architect not later than the twenty-fifth (25th) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the twenty-fifth (25th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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

**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Applications for Payment shall not include requests for payment for portions of the Work for which the Construction Manager does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Construction Manager intends to pay.

**§ 11.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are

included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

**§ 11.1.5.1** The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**§ 11.1.5.2** The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

**§ 11.1.5.3** When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

**§ 11.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 11.1.7** In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 11.1.7.1** The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that are not in dispute; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner or Architect has previously withheld a payment or Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner or the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

**§ 11.1.8 Retainage**

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

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

Five percent (5%)

**§ 11.1.8.1.1** The following items are not subject to retainage:

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

N/A

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

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

Notwithstanding anything in the Contract Documents to the contrary, the Owner may, but is not obligated to, reduce the retainage being withheld or release any portion of retainage before it is required. Any exercise of this right shall not waive the Owner's right to withhold retainage from subsequent payments or any other right or remedy of the Owner.

**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

The Construction Manager may not apply for, and the Owner is not obligated to release, retainage if portions of the Work remain incomplete or are not otherwise in accordance with the Contract Documents, or there are any unsettled Claims.

**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Contractor Parties, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site or suitably stored off the site at a location approved in writing by the Owner.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## **§ 11.2 Final Payment**

**§ 11.2.1** Subject to other provisions of the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2, certifying for payment the entire unpaid balance of the Contract Sum.

**§ 11.2.2** Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner may conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

**§ 11.2.2.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

**§ 11.2.2.2** Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 11.2.2.3** If the Owner's or the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner or Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the undisputed amount certified in the Architect's final Certificate for Payment.

**§ 11.2.3** Subject to other provisions of the Contract Documents, the Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

**§ 11.2.4** If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, and not otherwise caused by the fault of any of the Contractor Parties, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

### **§ 11.3 Interest**

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

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

Prime Rate plus one percent (1 %) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.

## **ARTICLE 12 DISPUTE RESOLUTION**

### **§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless

the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

| N/A. The parties will not use the Initial Decision Maker process.

### § 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction in the county where the Project is located.

Other: *(Specify)*

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

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

| The Construction Manager shall include a similar termination for convenience clause in contracts with its Subcontractors, affording the Construction Manager the same rights of termination for convenience after the

commencement of the Construction Phase but prior to the Owner's execution of the Guaranteed Maximum Price Amendment.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition precedent to receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

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

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition precedent to receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

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

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

N/A

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. Unless otherwise stated, where reference is made to a particular Article or Section, the reference means the corresponding Article or Section in the document where the reference appears.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, or to an entity affiliated with the Owner, if the lender or affiliate assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager’s excess or umbrella liability insurance policies required under Section 14.3.1.6 shall result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollars (\$ 1,000,000 ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

#### § 14.3.1.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage	Limits
Excess/Umbrella Liability	\$10,000,000

**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner Parties as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

**§ 14.3.2 Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

**§ 14.4** Intentionally omitted.

**§ 14.5 Other provisions:**

**§ 14.5.1** The Owner and Construction Manager agree that any uncertainty or ambiguity in the Contract shall not be interpreted or construed against either of them because of their involvement in preparing the Contract.

**§ 14.5.2** No act or failure to act by the Owner or Construction Manager constitutes a waiver of any right, remedy, obligation or duty afforded them under the Contract or Law, or approval of, or acquiescence in, any breach of contract or negligence of the other party, except as stated in the Contract or otherwise agreed in writing.

**§ 14.5.3** The parties may sign this Agreement in counterparts. Together the counterparts shall constitute a complete document. Signatures transmitted electronically shall have the same effect as physical delivery of the paper bearing the original signatures.

**ARTICLE 15 SCOPE OF THE AGREEMENT**

**§ 15.1** This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Owner and Construction Manager.

**§ 15.2** The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified
- .5 Building Information Modeling Exhibit, if completed:

AIA Document E201™-2007, Digital Data Protocol Exhibit, is not applicable.

- .6 Other Exhibits:

*(Check all boxes that apply.)*

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as

Constructor Edition, dated as indicated below:  
(Insert the date of the E234-2019 incorporated into this Agreement.)

AIA Document E234™-2019, Sustainable Projects Exhibit, is not applicable.

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.7 Other documents, if any, listed below:

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

§ 15.3 The Contract Documents shall not be changed, amended, waived or otherwise modified in any respect unless approved in writing by the Owner. No person is authorized on behalf of the Owner to orally change, amend, waive or otherwise modify the terms of the Contract Documents or any of the Construction Manager's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval or consent granted to the Construction Manager shall be limited to the specific matters approved in writing by the Owner, and shall not relieve the Construction Manager of any other duties or obligations under the Contract Documents. No "constructive changes" shall be recognized or allowed.

This Agreement is entered into as of the day and year first written above.

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

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
(Printed name and title)

# Additions and Deletions Report for AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:13:23 CST on 12/18/2025.

## Changes to original AIA text

PAGE 1

PAGE 3

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor-Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234 2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234 2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~  
Intentionally omitted.

PAGE 4

PAGE 5

PAGE 6

~~§ 1.2 The Owner and Construction Manager may reasonably rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner

agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows including but not limited to the following sections: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3 and elsewhere in the Contract Documents. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

## PAGE 7

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price Amendment. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall, before proceeding with any portion of the Work affected thereby, promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner's and Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's and Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

## PAGE 8

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further

development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner's and Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Owner's and Architect's review and the Owner's approval.

**§ 3.1.10** ~~If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Contractor Edition, attached to this Agreement~~Intentionally omitted.

The Construction Manager shall prepare, for the Owner's and Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to both the Owner and Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

## PAGE 9

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .4 ~~The~~A proposed construction schedule for the Work in accordance with Section 3.3.2.2 and a submittal schedule in accordance with Section 3.10 of A201–2017, including the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

## PAGE 10

**§ 3.3.1.3** ~~The Construction Manager shall fully execute the Work described in the Contract Documents and reasonably inferable as necessary to produce the results intended by the Contract Documents or as otherwise agreed upon with the Owner in writing.~~

**§ 3.3.2.2** ~~Upon the execution of the~~As part of its Guaranteed Maximum Price Amendmentproposal, the Construction Manager shall prepare and submit to the Owner and Architect a proposed construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner or Architect.

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner or Architect.

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. ~~The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to~~ayho shall thereafter consult

with the Owner with respect to any necessary corresponding change in the Project's scope and quality.

**PAGE 11**

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to reasonably required for the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to reasonably rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner, when such services are reasonably required for the Project, shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Construction Manager shall notify the Owner of any tests, inspections and reports that are required, or that are advisable in the opinion of the Construction Manager.

**§ 4.1.4.2** The Owner, when such services are reasonably required for the Project, shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 4.1.4.3** The Owner, when such services are reasonably required for the Project and requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and reasonably relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's reasonable written request for such information or services.

**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor-Edition, attached to this AgreementIntentionally omitted.

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor-Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.this Contract.

**PAGE 12**

**§ 5.1.3** If the Preconstruction Phase services covered by this Agreement have not been completed within ± six ( 6 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2.1 Unless otherwise agreed, payments for the Construction Manager's Preconstruction Phase services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid - (sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

-%Prime Rate plus one percent (1 % ) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.

## PAGE 13

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ten percent ( 10 % ) of the standard rental rate paid at the place of the Project.

§ 6.3.1.1 The Owner or Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

## PAGE 14

§ 7.1.1 The term Cost of the Work shall mean reasonable costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

## PAGE 15

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, or between the Construction Manager and any Subcontractors or suppliers, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

## PAGE 16

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliersany of the Contractor Parties, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, any of the Construction ManagerContractor Parties, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others, provided that any such non-recovery was not the Construction Manager's fault.

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any director, member, stockholder-in, officer, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such written notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a

Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor~~supplier~~, unless the Owner has provided prior approval;

**PAGE 17**

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable~~any of the Contractor Parties~~;

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained. The Construction Manager shall not retain any discounts, rebates, or refunds in connection with the Work unless it has provided the Owner seven days' prior written notice of the potential discount, rebate, or refund and the opportunity to fulfill the conditions in this Section 8.1.

**§ 9.1.1** When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to reasonably adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 9.2** Subcontracts or other agreements shall conform to the applicable payment and other provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, payments, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**PAGE 18**

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

**§ 11.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day

of the month, or as follows:

**§ 11.1.3** ~~Provided Subject to other provisions of the Contract Documents and provided that an Application for Payment on AIA Document G702 is received by the Architect not later than the twenty-fifth (25th) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the twenty-fifth (25th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than +thirty (30) days after the Architect receives the Application for Payment.~~

**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. ~~Applications for Payment shall not include requests for payment for portions of the Work for which the Construction Manager does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Construction Manager intends to pay.~~

## PAGE 19

- .3 That portion of Construction Change Directives that ~~the Architect determines, in the Architect's professional judgment, to be reasonably justified are not in dispute~~; and
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner or Architect has previously withheld a payment or Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner or the Owner's auditors in such documentation; and

## PAGE 20

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

**§ 11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site or suitably stored off the site at a location approved in writing by the Owner.

**§ 11.2.1** ~~Final Subject to other provisions of the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when~~

- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2, certifying for payment the entire unpaid balance of the Contract Sum.

**§ 11.2.2** Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall~~may~~ conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.3 If the Owner's or the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner or Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the undisputed amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 ~~The Subject to other provisions of the Contract Documents, the Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~

PAGE 21

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, ~~and not otherwise caused by the fault of any of the Contractor Parties~~, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

~~%Prime Rate plus one percent (1 % ) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.~~

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. ~~However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.~~

Litigation in a court of competent jurisdiction in the county where the Project is located.

PAGE 22

~~The Construction Manager shall include a similar termination for convenience clause in contracts with its Subcontractors, affording the Construction Manager the same rights of termination for convenience after the commencement of the Construction Phase but prior to the Owner's execution of the Guaranteed Maximum Price Amendment.~~

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition ~~of~~precedent to receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

PAGE 23

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of ~~precedent to~~ receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

**§ 14.1** Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. Unless otherwise stated, where reference is made to a particular Article or Section, the reference means the corresponding Article or Section in the document where the reference appears.

**§ 14.2.2** The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, ~~or to an entity affiliated with the Owner~~, if the lender ~~or affiliate~~ assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

PAGE 24

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than ~~(\$ Two Million Dollars (\$ 2,000,000 )~~ for each occurrence and ~~(\$ Two Million Dollars (\$ 2,000,000 )~~ in the aggregate for bodily injury and property damage.

**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ~~(\$ Two Million Dollars (\$ 2,000,000 )~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and Manager's excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies required under Section 14.3.1.6 shall result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 14.3.1.4** Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~(\$ One Million Dollars (\$ 1,000,000 )~~ each accident, ~~(\$ One Million Dollars (\$ 1,000,000 )~~ each employee, and ~~(\$ One Million Dollars (\$ 1,000,000 )~~ policy limit.

**§ 14.3.1.5** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$ Two Million Dollars (\$ 2,000,000 )~~ per claim and ~~(\$ Two Million Dollars (\$ 2,000,000 )~~ in the aggregate.

Coverage	Limits
<u>Excess/Umbrella Liability</u>	<u>\$10,000,000</u>

**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an Parties as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 14.4 Notice in electronic format**, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 14.5 Other provisions:**

Intentionally omitted.

**PAGE 25**

**§ 14.5 Other provisions:**

**§ 15.1** This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This AgreementContract may be amended only by written instrument signed by both Owner and Construction Manager.

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified

This Agreement is entered into as of the day and year first written above.

**PAGE 26**

**§ 15.3** The Contract Documents shall not be changed, amended, waived or otherwise modified in any respect unless approved in writing by the Owner. No person is authorized on behalf of the Owner to orally change, amend, waive or otherwise modify the terms of the Contract Documents or any of the Construction Manager's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval or consent granted to the Construction Manager shall be limited to the specific matters approved in writing by the Owner, and shall not relieve the Construction Manager of any other duties or obligations under the Contract Documents. No "constructive changes" shall be recognized or allowed.

This Agreement is entered into as of the day and year first written above.

**Variable Information**

**PAGE 1**

**AGREEMENT** made as of the 18th day of December in the year Two Thousand Twenty-Five

The City of Dickson, Tennessee

600 East Walnut Street

Dickson, TN 37055

Nabholz Construction Corporation

725 Cool Springs Boulevard, Suite 525

Franklin, TN 37067

City of Dickson

Fire Station #2

Unaddressed Marshall Stewart Drive

Dickson, TN 37055

Description: New build, replacement fire station on a greenfield site with associated infrastructure and a fire department training facility.

Southern Architecture Workshop, LLC

2020 Fieldstone Parkway, Suite 900-263

Franklin, TN 37069

## **PAGE 2**

Southern Architecture Workshop has been retained as the project architect, and they will lead a program development phase which will establish the programming for the project.

The project site is approximately 5 acres and is located adjacent to Marshall Stewart Drive. Design plans will be based upon the programming document development by Southern Architecture Workshop. During the development of the programming document and design plans, an ALTA survey, Phase 1 Environmental Site Assessment, Geotechnical Report, and Utility Availability Letters will be developed or obtained.

## **PAGE 3**

\$5,000,000

TBD

TBD

TBD

TBD

N/A

N/A

N/A

David Travis, City Administrator

600 East Walnut Street

Dickson, TN 37055

administrator@cityofdicksontn.gov

**PAGE 4**

(615) 441-9508

and/or,

Bret Stock, P.E., Director of Public Works / City Engineer

600 East Walnut Street

Dickson, TN 37055

bstock@cityofdickson.com

(615) 441-9508

and/or,

Cooper Morris, P.E., Assistant Director of Public Works

600 East Walnut Street

Dickson, TN 37055

cmorris@cityofdickson.com

(615) 441-9508

Bret Stock, P.E., Director of Public Works / City Engineer

600 East Walnut Street

Dickson, TN 37055

bstock@cityofdickson.com

(615) 441-9508

and/or,

Cooper Morris, P.E., Assistant Director of Public Works

600 East Walnut Street

Dickson, TN 37055

cmorris@cityofdickson.com

(615) 441-9508

ECS Southeast, LLC  
1050 International Boulevard  
Clarksville, TN 37040  
Blake Morris, P.E., Group Manager  
Bmorris1@ecslimited.com  
(615) 693-9035  
City of Dickson, Tennessee

**PAGE 5**

600 E Walnut Street  
Dickson, TN 37055  
Cooper Morris, P.E.  
cmorris@cityofdickson.com  
(615) 441-9508  
and/or  
Bret Stock, P.E.  
bstock@cityofdickson.com  
(615) 441-9508

Landscape Architect & Site Electrical Engineer:

Kimley-Horn & Associates, Inc.

10 Lea Avenue, Suite 400

Nashville, TN 37210

Alisha Eley, PLA

alisha.eley@kimley-horn.com

(615) 564-2713

Neil Parrish, AIA

1131 4<sup>th</sup> Avenue South

Nashville, TN 37210

neil@sawarchitect.com

(615) 830-5600

and/or

David Berry, AIA

1131 4<sup>th</sup> Avenue South

Nashville, TN 37210

david@sawarchitect.com

(859) 806-3011

Marco Regoli, PE

725 Cool Springs Blvd, Ste 525

Franklin, TN 37067

marco.regoli@nabholz.com

(629) 235-9423

**PAGE 6**

N/A

N/A

N/A

**PAGE 12**

A Preconstruction Services Fee in an amount not to exceed fifteen thousand and 00/100 Dollars (\$15,000).

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~+six ( 6 )~~ months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~-sixty ( 60 )~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

%-Prime Rate plus one percent (1 %) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.

The Construction Manager's Fee shall be four percent (4%) of the Cost of the Work.

In the event of any changes in the Work, the Construction Manager's Fee shall remain four percent (4%) of the Cost of the Work as changed.

**PAGE 13**

For changes in the Work that will be performed by Subcontractors, the Construction Manager shall require each Subcontractor to disclose the percentage for overhead and profit that the Subcontractor proposes to charge for

Additions and Deletions Report for AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:13:23 CST on 12/18/2025 under Subscription No.20250097452 which expires on 02/26/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(694346e4a90537ecce211f95)

changes to the Work, which shall then be subject to the Owner's written approval.

The Construction Manager acknowledges and agrees that the Owner will suffer damages if the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and that it is difficult to ascertain the extent of those damages in advance. Therefore, the Construction Manager shall pay the Owner liquidated damages of One Thousand and 00/100 Dollars (\$1,000) per day for each and every day that Substantial Completion has not been achieved after the Contract Time established in Section A.2.3 of the Guaranteed Maximum Price Amendment. The Construction Manager acknowledges and agrees that the liquidated damages stated in this Section 6.1.6 are not a penalty, but are a fair and reasonable estimate of the delay damages the Owner is expected to suffer in the event of delay.

N/A

## **PAGE 18**

§ 11.1.3 Provided Subject to other provisions of the Contract Documents and provided that an Application for Payment on AIA Document G702 is received by the Architect not later than the twenty-fifth (25th) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the twenty-fifth (25th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (thirty (30) days after the Architect receives the Application for Payment.

## **PAGE 19**

Five percent (5%)

N/A

Notwithstanding anything in the Contract Documents to the contrary, the Owner may, but is not obligated to, reduce the retainage being withheld or release any portion of retainage before it is required. Any exercise of this right shall not waive the Owner's right to withhold retainage from subsequent payments or any other right or remedy of the Owner.

The Construction Manager may not apply for, and the Owner is not obligated to release, retainage if portions of the Work remain incomplete or are not otherwise in accordance with the Contract Documents, or there are any unsettled Claims.

## **PAGE 21**

-%-Prime Rate plus one percent (1 %) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.

N/A. The parties will not use the Initial Decision Maker process.

[ X ] Litigation in a court of competent jurisdiction in the county where the Project is located.

## **PAGE 23**

N/A

## **PAGE 24**

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than ~~(\$ Two Million Dollars (\$ 2,000,000 )~~ for each occurrence and ~~(\$ Two Million Dollars (\$ 2,000,000 )~~ in the aggregate for bodily injury and property damage.

**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ~~(\$ Two Million Dollars (\$ 2,000,000 )~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 14.3.1.4** Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~(\$ One Million Dollars (\$ 1,000,000 )~~ each accident, ~~(\$ One Million Dollars (\$ 1,000,000 )~~ each employee, and ~~(\$ One Million Dollars (\$ 1,000,000 )~~ policy limit.

**§ 14.3.1.5** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$ Two Million Dollars (\$ 2,000,000 )~~ per claim and ~~(\$ Two Million Dollars (\$ 2,000,000 )~~ in the aggregate.

Coverage	Limits
<u>Excess/Umbrella Liability</u>	<u>\$10,000,000</u>

## PAGE 25

**§ 14.5.1** The Owner and Construction Manager agree that any uncertainty or ambiguity in the Contract shall not be interpreted or construed against either of them because of their involvement in preparing the Contract.

**§ 14.5.2** No act or failure to act by the Owner or Construction Manager constitutes a waiver of any right, remedy, obligation or duty afforded them under the Contract or Law, or approval of, or acquiescence in, any breach of contract or negligence of the other party, except as stated in the Contract or otherwise agreed in writing.

**§ 14.5.3** The parties may sign this Agreement in counterparts. Together the counterparts shall constitute a complete document. Signatures transmitted electronically shall have the same effect as physical delivery of the paper bearing the original signatures.

AIA Document E201™-2007, Digital Data Protocol Exhibit, is not applicable.

AIA Document E234™-2019, Sustainable Projects Exhibit, is not applicable.

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

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:13:23 CST on 12/18/2025 under Order No. 20250097452 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

## **RESOLUTION #2026-4**

### **A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROPOSAL FOR PHASE II OF AN ENVIRONMENTAL SITE ASSESSMENT FOR THE AQUATIC/RECREATION CENTER PROJECT UNDER A PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHEAST, LLC**

**WHEREAS**, on Aug. 4, 2025, the Dickson City Council approved Resolution #2025-45 to enter into a contract with ECS Southeast, LLC for On-Call Geotechnical Engineering Services for various projects; and

**WHEREAS**, the City of Dickson, Tennessee, is currently considering a project to construct an aquatic/recreation center in Henslee Park; and

**WHEREAS**, as part of its due diligence, the City of Dickson wants to conduct an environmental site assessment to determine the viability of the proposed site of the project; and

**WHEREAS**, ECS Southeast, LLC proposes to perform Phase II of an Environmental Site Assessment and prepare the appropriate reports as identified in the proposal attached hereto.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** ECS Proposal No. 49:52882P REV1 to perform Phase II of an Environmental Site Assessment for the site of a proposed aquatic/recreation center project, attached hereto, is accepted and approved.

**SECTION 2.** The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign and execute said proposal and any and all documents and instruments necessary for implementation.

**SECTION 3.** Payment for the services described in the ECS Proposal is authorized subject to the terms and conditions contained therein.

This Resolution shall take effect upon its passage, the public welfare requiring it.

Approved and adopted this 5th day of January, 2026.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**



November 25, 2025, REVISED December 17, 2025

## SERVICE AUTHORIZATION

ECS Southeast, LLC (ECS) is pleased to propose the provision of services as outlined in the scope of services below. This contract, together with the attached Terms and Conditions of Service, confirms your authorization for the services requested and the general conditions under which the services are provided, as well as your agreement to pay for such services.

### Project Information

Project: Aquatic Recreation Center Project	ECS Proposal No.: 49:52882P REV1		
Project Address: Henslee Park; 800 Hwy 70 W			
City: Dickson	County: Dickson County	State: Tennessee	Zip Code: 37055

### Client Billing/Invoice Information

Firm: City of Dickson	Attention: Mr. Cooper Morris		
Mailing Address: 600 East Walnut Street,	Phone Number: 615-441-9508		
City: Dickson	State: Tennessee	Zip Code: 37055	E-Mail: cmorris@cityofdickson.com

### Project Description:

The subject property (the "Site") is located at 800 Highway 70 West in Dickson, Dickson County, Tennessee. According to the Dickson County Online Geographic Information Systems (GIS) website, the Site is identified as a portion of a parent parcel with a Parcel Identification Number (PIN) of 103077.00, consists of approximately 4 acres, and is owned by the City of Dickson. The site location is shown on [Figure 1](#).

ECS completed a Phase I Environmental Site Assessment (Phase I ESA) at the Site dated November 10, 2025 (ECS Project No.: 49:26608). The Phase I ESA revealed the following recognized environmental condition (REC) in connection with the Site:

- The subject property was historically utilized as a golf course from at least 1968 through approximately 2019. The subject property was identified in historical aerials, topographic maps, and city directories as a golf course and Dickson County Club. Typical golf course operations would have included the use and potential onsite storage of fertilizers, herbicides, pesticides, and fuel for maintenance equipment. The long-term operation of the subject property as a golf course (approximately 50 years) represents a REC.

In addition to the above-listed REC, the Phase I ESA revealed the following historical REC (HREC) in connection with the Site:

---

**318 Seaboard Lane, Suite 208, Franklin, Tennessee 37067 • T:615-885-4983**

ECS Florida, LLC • ECS Mid-Atlantic LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP  
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • [ecslimited.com](#)

**"ONE FIRM. ONE MISSION."**

- The subject property was identified on the State UST database and the Historical UST database as Dickson County Club. A Final Approval of UST Closure letter dated April 5, 1999, stated that no contamination was reported above the applicable cleanup levels and no further investigation was needed. Based on our review of reasonably ascertainable information, duration of time since removal, absence of documented violations or releases, no contamination reported, no further action needed, and regulatory closure with approval by the state, it is ECS's opinion that this database listing represents an HREC for the subject property.

The Phase I ESA reported that the UST formerly closed on the Site was approximately 550 gallons and contained gasoline. Based on the findings of the Phase I ESA and as requested by the client, ECS was requested to prepare this Scope of Services in an effort to assess the identified REC and HREC, and their potential impact to the Site.

### **Proposed Scope of Services:**

Based on our understanding of the Site and proposed sampling activities, ECS has prepared the following Scope of Services:

#### Pre-Assessment Activities:

- ECS will prepare a site-specific health and safety plan (HASP). The HASP will document the known or suspected hazards, applicable personal protective equipment (PPE) for site personnel, and emergency response procedures. Prior to commencing field activities, ECS, its subcontractors (if applicable), and applicable site personnel will review the site-specific HASP;
- ECS will contract and coordinate with a Tennessee-certified laboratory to provide the appropriate sample containers for collecting the soil samples and performing their subsequent analysis; and,
- ECS will provide an environmental professional to perform the field activities and to collect the soil samples for laboratory analysis.

#### Soil Sampling Activities:

An ECS environmental professional will mobilize to the Site, and utilize a stainless-steel, decontaminated hand auger to advance 15 total soil borings at the site. ECS will target distinct types of areas associated with the golf course including tee box(es), green(s), and maintained fairway areas. The approximate proposed locations of the soil borings are identified in [Figure 2](#). Specifically, ECS will collect soil samples in the following manner:

- One (1) discrete soil sample in the tee box near the western boundary of the Site and three (3) aliquots from its associated fairway, to make one (1) composite fairway soil sample;
- One (1) discrete soil sample in the green in the central portion of the Site and three (3) aliquots from its associated fairway, to make one (1) composite fairway soil sample;
- Three (3) aliquots from the maintained areas in the eastern portion of the Site, to make one (1) composite soil sample;

- Three (3) aliquots from the maintained areas in the southern portion of the Site, to make one (1) composite soil sample; and,
- One (1) discrete soil sample near the formerly removed UST basin in the central portion of the Site.

Please note, the proposed sample locations are approximate, and ECS field personnel may alter the location of the actual samples collected based on field observations or other information provided by the client prior to or during fieldwork activities. ECS field personnel will advance each boring to a depth of approximately two (2) feet below ground surface (ft bgs), groundwater, or auger refusal; whichever is encountered first. ECS field personnel will field classify soils and prepare boring logs to graphically represent the subsurface stratigraphy. ECS field personnel will submit one (1) soil sample from the tee box, green, and former UST basin area, as well as one (1) composite soil sample from each of the four distinct types of areas for laboratory analysis, for a total of seven (7) total soil samples.

ECS field personnel will pack the selected soil samples into clean, laboratory provided containers, label the sample containers and place on ice, and submit under chain-of-custody (COC) protocol to a Tennessee-certified laboratory for analysis. ECS will utilize appropriate COC procedures to track the samples from collection to final disposition. ECS will submit the six (6) soil samples collected across the Site (excluding the soil sample near the UST basin) for laboratory analysis of organochlorine pesticides by Environmental Protection Agency (EPA) Method 8081, herbicides by EPA Method 8151, and Resource Conservation and Recovery Act (RCRA-8) metals by EPA Method 6010/7471. ECS will submit the one (1) soil sample collected near the former UST basin for laboratory analysis of organochlorine pesticides by EPA Method 8081; herbicides by EPA Method 8151; benzene, toluene, ethylbenzene, and xylene (BTEX), methyl tert-butyl ether (MTBE), and naphthalene by EPA Method 8260; and Gasoline Range Organics (GRO) by EPA Method 8015, as these are the target analytes recommended in the Tennessee Department of Environment and Conservation (TDEC) Division of Underground Storage Tanks (DUST) *Technical Guidance Document - 005* (TGD-005), dated July 1, 2005 for gasoline USTs. The proposed sampling protocol will result in a maximum of seven (7) soil samples submitted for laboratory analysis.

Non-disposable equipment used for sample collection will be decontaminated with a mixture of potable water and Alconox and rinsed with potable water. Soil generated during this study will be returned to the boring locations. Surface completion of the abandoned boreholes will be patched with like materials, concrete, or soil to match the surrounding area.

#### **Reporting:**

ECS will summarize the information obtained during the performance of the above-referenced environmental services in a written report. The written report will contain methodologies and procedures utilized to perform the work, figures, and laboratory data. ECS will compare the laboratory data to the most recent EPA Regional Screening Levels (RSLs), utilizing a Target Carcinogenic Risk (TCR) of 10E-06 and a Target Hazard Quotient (THQ) of 0.1.

### **Limitations and Assumptions:**

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed at the time ECS personnel are onsite. The observations made only represent the locations at the time and day of collection. This proposed scope of work is not designed or intended to provide a comprehensive assessment of potential environmental impacts at the subject site.

We have made the following assumptions in developing this proposal:

- The fee estimated for the proposed scope of services assumes work can be completed within normal business hours. For work scheduled after hours and/or weekends, additional costs may be applied. Prices are based on performing work on a non-holiday weekday during normal business hours (7:00 am - 5:00 pm, Monday - Friday);
- Laboratory pricing is based on standard turnaround (5-10 business days);
- Additional project work not specifically addressed by this proposal shall be charged at a time and materials rate;
- ECS understands that these assessment activities are not being conducted for regulatory purposes and are for general assessment purposes as part of due diligence activities. Should assessment activities be requested for regulatory purposes, ECS can provide these services; however, additional assessment activities and fees may be required; and,
- Additional work, if required, shall be authorized by the client prior to initiation.
- Prices presented herein are valid for 60 days from the date of this proposal.

### **Project Fees:**

ECS will provide the proposed scope of services for the not to exceed fee of **\$11,330.00**.

### **Meetings:**

Meetings requested by the Client beyond the Scope of Services outlined above will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8:00 am to 5:00 pm) will be invoiced at 1.5 times the normal rate.

### **Project Schedule:**

Based on our present schedule, we anticipate fieldwork will require one day to complete. ECS anticipates that laboratory analytical results will be available within 5-10 business days of receipt of samples by the laboratory, unless the Client elects for a rushed laboratory turnaround. We can provide with verbal results shortly after they are available. ECS will submit the results in a written report to you within approximately two weeks of receipt of analytical results.

**Proposal Acceptance:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signatory warrants his/hers authority to bind the entity represented.

**Invoice Information:**

Invoice Addressee: Name	
Invoice Addressee: Company	
Invoice Addressee: Street Address	
Invoice Addressee: City, State, Zip	
Invoice Addressee: Email	
Invoice Addressee: Phone Number	
Purchase Order Number:	
Client Project/Account Number:	

This letter agreement and the attached Consultant Services Agreement or Master Service Agreement (Agreement) (dated August 4, 2025) between City of Dickson, Tennessee and ECS Southeast, LLC (ECS) constitute the entire agreement between ECS and City of Dickson, Tennessee for this project. To authorize this study, please complete, sign, and return one copy of this Service Authorization to our office. The Client's signature indicates that he/she has the authority to bind the Client, has read and takes no exception to the Agreement between ECS and the Client, and agrees to be bound by such Agreement. Issuance of a purchase order or other types of notice to proceed (verbal, written or electronic) implicitly acknowledges acceptance of the Consultant Services Agreement or Master Service Agreement and this proposal.

ECS Southeast, LLC



Brandon Armstrong  
Environmental Project Manager I  
barmstrong@ecslimited.com  
615-885-4983



Joseph Nestor  
Environmental Principal  
jnestor@ecslimited.com  
704-525-5152

# **Appendix I: Agreement**

RESOLUTION #2025-45

**A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE MAYOR  
TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHEAST,  
LLC TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

WHEREAS, from time to time the City of Dickson, Tennessee, has a need for professional geotechnical engineering services for various projects; and

WHEREAS, to provide expediency the administration wishes to execute an agreement with a company to provide on-call geotechnical engineering services on a project-by-project basis; and

WHEREAS, after soliciting requests for qualifications and reviewing such proposals, the Public Works Department administration recommends the proposal from ECS Southeast, LLC, attached as an exhibit hereto.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE, that:**

**SECTION 1.** The Professional Services Agreement between the City of Dickson, Tennessee, and ECS Southeast, LLC, attached hereto, is accepted and approved subject to the terms and conditions contained therein and the review and approval of legal counsel for the City.

**SECTION 2.** The Mayor of the City of Dickson is hereby authorized to sign and execute said agreement and all other documents and instruments necessary for its implementation.

This Resolution shall take effect upon its passage, the public welfare requiring it.

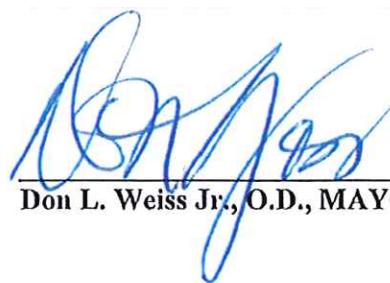
Approved and adopted this 4th day of August, 2025.

ATTEST:



---

Chris Norvan, RECORDER



---

Don L. Weiss Jr., O.D., MAYOR

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF DICKSON, TENNESSEE AND  
ECS SOUTHEAST, LLC**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made as of August 4, 2025 (the "Effective Date") by and between City of Dickson, Tennessee (the "Client") and ECS Southeast, LLC ("ECS") for the following project (referred to herein as the "Project"): On-Call Geotechnical Engineering Services. Client and ECS may collectively be referred to as the "Parties" or individually as a "Party."

This Agreement consists of the following Exhibits:

- A. Exhibit A – Scope of Services
- B. Exhibit B – Compensation
- C. Exhibit C – Terms and Conditions

Contact Information for Notices:

<b>Client</b>	<b>ECS</b>
City of Dickson, Tennessee 600 East Walnut Street Dickson, TN 37055	ECS Southeast, LLC 1050 International Boulevard, Suite C Clarksville, TN 37050
With a copy to: Bret Stock (bstock@cityofdickson.com) Cooper Morris (cmorris@cityofdickson.com)	With a required copy to: Blake Morris (bmorris1@ecslimited.com) Mark Luskin (mluskin@ecslimited.com)
Bret Stock City of Dickson, Tennessee 600 East Walnut Street Dickson, TN 37055	Legal Department ECS Group of Companies 14030 Thunderbolt Place, Suite 500 Chantilly, VA 20155 Attn: General Counsel Email: <a href="mailto:legal@ecslimited.com">legal@ecslimited.com</a>

Each party may update its contacts above by notice to the other. Routine business and technical correspondence must be in English and may be in electronic form. All legal notices given under this Agreement must be written, in non-electronic form, and in English and will be effective when received.

This Agreement, including all exhibits, appendixes, and other documents appended to such, constitute the entire Agreement between Client and ECS for the Project. The Parties acknowledges that all prior understandings and negotiations are superseded by this Agreement and that subsequent modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties. All preprinted terms and conditions on Client's work authorization or other service acknowledgment forms, are inapplicable and

superseded by the terms and conditions included in this Agreement and the terms and conditions included in this Agreement.

The parties executing this Agreement on behalf of Client and ECS respectively, hereby represent to the other party that they have full authority to execute this Agreement and create a binding agreement.

**CLIENT:**  
City of Dickson, Tennessee

By: Don L. Weiss, Jr.  
Title: MAJOR  
Date: 8/4/25

**ECS:**  
ECS Southeast, LLC

By: Mark Luskin  
Title: Vice President  
Date: 8/15/25

## EXHIBIT A – SCOPE OF SERVICES

ECS understands that Geotechnical Engineering services will be utilized by the Client as an on-call / as needed basis as requested.

Scope of services may include but are not limited to:

- Subsurface Exploration, Assessments and Design
  - Drilling Borings
  - Laboratory testing of representative soil samples
  - Engineering analyses presented in site-specific engineering report
- Geophysical Surveys
  - Seismic refraction
  - Electrical resistivity
  - Ground Penetrating Radar (GPR)
- Geotechnical Construction Consulting
  - Value engineering review
  - Sample testing
  - Laboratory testing for soil modification (Lime/Cement Treated Soils)
- Specialized In-situ (in place) Soil/ Rock Testing
- Reinforced Earth Structures, Slopes, and Retention Design
- Deep Foundation Testing
- Geotechnical Instrumentation
- Geostructural Design
- Construction Materials Testing and Special Inspections

EXHIBIT B – COMPENSATION

Once a task order or request is received by ECS, ECS will provide a site-specific proposal outlining scope of work and budget for approval by Client prior to commencing work. The proposed budget provided by ECS may be outlined as a unit rate fee, lump sum, estimate, or not to exceed budget and will be agreed upon by both parties prior to commencing work.

## EXHIBIT C – TERMS AND CONDITIONS

The professional services ("Services") to be provided by ECS Southeast, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

**1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

**2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

### 3.0 STANDARD OF CARE

**3.1** In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

**3.2** CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

**3.3** If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

**3.4** If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

### 4.0 CLIENT DISCLOSURES

**4.1** Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

**4.2** "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

**4.3** If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

**5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

**6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

### 7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

**7.1** CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

**7.2** CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

**7.3** ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

**7.4** CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

### 8.0 UNDERGROUND UTILITIES

**8.1** ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

**8.2** CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

**8.3** CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locator, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

### 9.0 SAMPLES

**9.1** Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

**9.2** Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

### 10.0 ENVIRONMENTAL RISKS

**10.1** When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

**10.2** When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

**10.3** Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

**10.4** In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

**10.5** Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

**10.6** CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely

affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

**11.0 OWNERSHIP OF DOCUMENTS**

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

**12.0 SAFETY**

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

**13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

**14.0 CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

**15.0 BILLINGS AND PAYMENTS**

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by [www.bls.gov](http://www.bls.gov) when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

**16.0 DEFECTS IN SERVICE**

16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

**17.0 INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

**18.0 Not Used**

**19.0 Not Used**

**20.0 CONSEQUENTIAL DAMAGES**

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

**21.0 SOURCES OF RECOVERY**

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of or in connection with the Project and/or the Services, CLIENT and ECS agree that they

will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

**22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

**23.0 DISPUTE RESOLUTION**

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in Dickson County, Tennessee. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the State of Tennessee, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

**24.0 CURING A BREACH**

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

**25.0 TERMINATION**

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other

party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

**26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

**27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

**28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

**29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

**30.0 TITLES: ENTIRE AGREEMENT**

30.1 The titles used herein are for general reference only and are not part of the Terms.

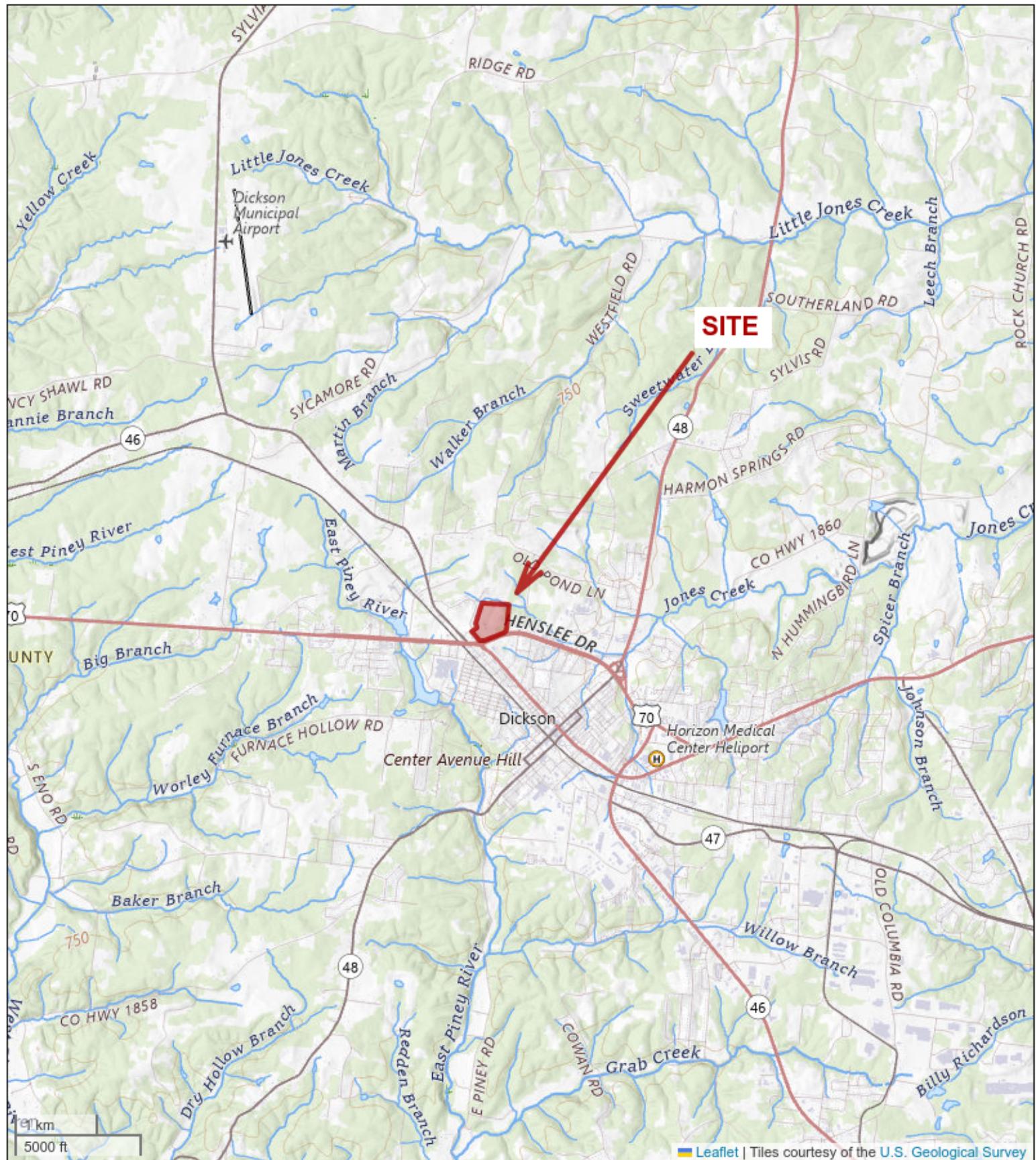
30.2 These Terms together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

# **Appendix II: Figures**



**Figure 1**

USGS Topographic Site Location Map

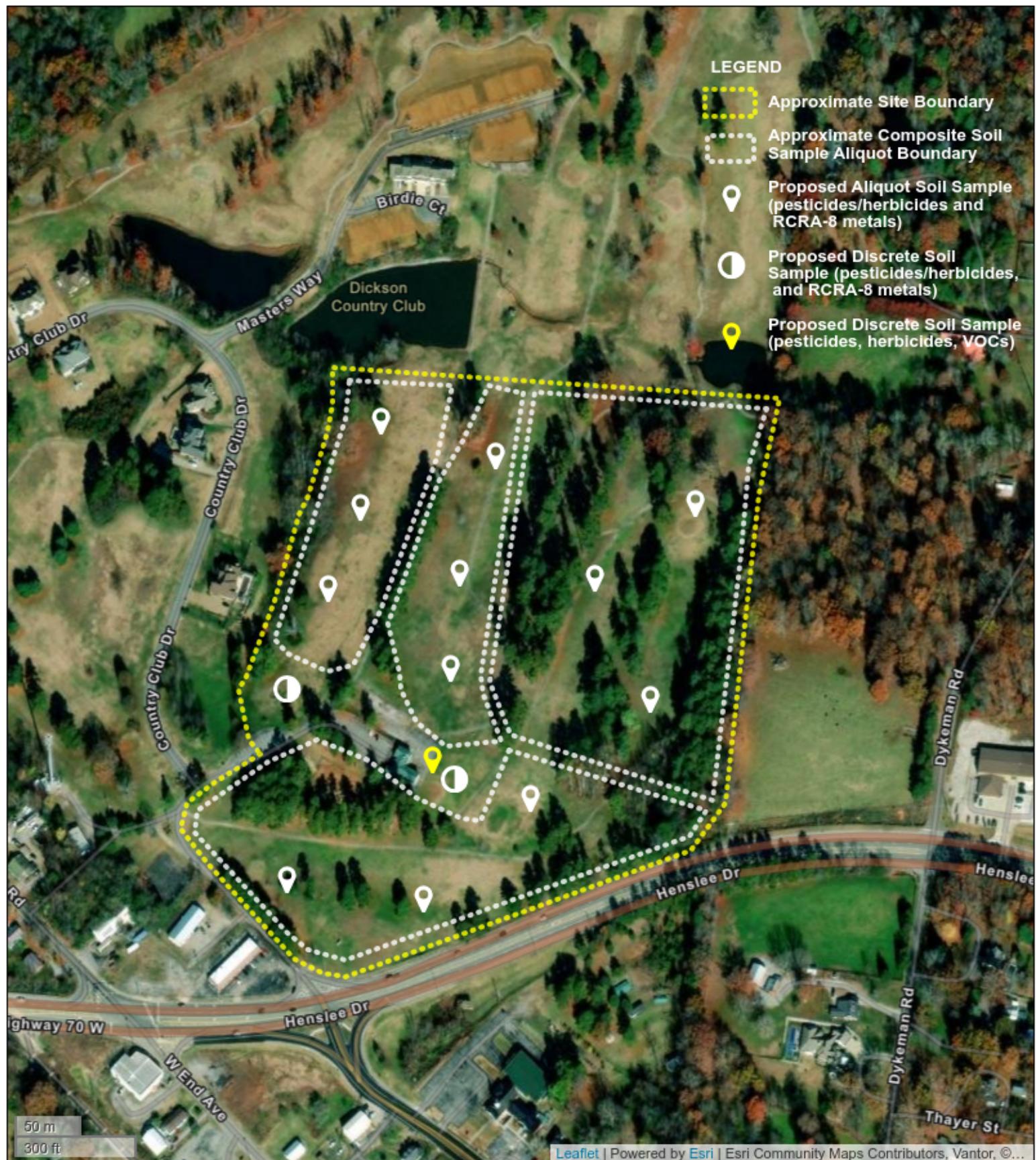
Aquatic Recreation Center Project

Henslee Park; 800 Hwy 70 W

Dickson, Tennessee 37055

ECS Proposal No.: 49:52882P





**Figure 2**  
 Proposed Sample Location Map  
 Aquatic Recreation Center Project  
 Henslee Park; 800 Hwy 70 W  
 Dickson, Tennessee 37055  
 ECS Proposal No.: 49:52882P



## **RESOLUTION #2026-5**

### **A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROPOSAL FOR PHASE II OF AN ENVIRONMENTAL SITE ASSESSMENT FOR THE CITY CENTER PROJECT UNDER A PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHEAST, LLC**

**WHEREAS**, on Aug. 4, 2025, the Dickson City Council approved Resolution #2025-45 to enter into a contract with ECS Southeast, LLC for On-Call Geotechnical Engineering Services for various projects; and

**WHEREAS**, the City of Dickson, Tennessee, is currently considering a project to construct a new City Center in the general area of the current Municipal Building at 202 South Main St.; and

**WHEREAS**, as part of its due diligence, the City of Dickson wants to conduct an assessment to determine the presence, if any, of hazardous materials in the buildings to be impacted by the project; and

**WHEREAS**, ECS Southeast, LLC proposes to perform Phase II of an Environmental Site Assessment for the structures identified in the proposal attached hereto.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** ECS Proposal No. 49:53055P to provide a Phase II Environmental Site Assessment for the structures in the area of a proposed City Center project, attached hereto, is accepted and approved.

**SECTION 2.** The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign and execute said proposal and any and all documents and instruments necessary for its implementation.

**SECTION 3.** Payment for the services described in the ECS Proposal is authorized subject to the terms and conditions contained therein.

This Resolution shall take effect upon its passage, the public welfare requiring it.

Approved and adopted this 5th day of January, 2026.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**



December 23, 2025

## **SERVICE AUTHORIZATION**

ECS Southeast, LLC (ECS) is pleased to propose the provision of services as outlined in the scope of services below. This contract, together with the attached Terms and Conditions of Service, confirms your authorization for the services requested and the general conditions under which the services are provided, as well as your agreement to pay for such services.

### **Project Information**

Project: City Center Project - Environmental Assessment Services		ECS Proposal No.: 49:53055P
Project Address: N Charlotte St, W Walnut St & E Chestnut		
City: Dickson	County: Dickson County	State: Tennessee Zip Code: 37055

### **Client Billing/Invoice Information**

Firm: City of Dickson	Attention: Mr. Cooper Morris
Mailing Address: 600 East Walnut Street	Phone Number: 615-441-9508
City: Dickson	State: Tennessee Zip Code: 37055 E-Mail: cmorris@cityofdickson.com

### **Project Description**

The subject property (the "Site") is located at 200, 202, and 204 South Main Street; 103, 105 and 201 West Chestnut Drive; 205 South Mulberry Street; 200 and 208 West Walnut Street; and 205 South Charlotte Street in Dickson, Dickson County, Tennessee. According to the Dickson County Online Geographic Information Systems (GIS) website, the Site is identified as Parcel Identification Numbers (PINs) 110C C 00500, 110C B 01300, 110C B 01400, 110C B 01500, 110C B 01700, 110C B 01200, 110C B 01000, 110C B 01100, 110C A 01200, 110C A 01100, 110C A 01000, 110C A 00600, 110C A 00900, 110C A 00800, and 110C A 00700, consists of approximately 6.33 acres, and is owned by The City of Dickson.

The Site is developed with two municipal office buildings, a college building, and a single-family dwelling currently utilized as additional office space. The Site has been developed with residential dwellings and municipal buildings such as courthouses and a jail as early as 1899. Through the early 1900s, the Site was developed with additional dwellings and a blacksmith/marble cutting business. By 2007, each residential dwelling was demolished with the exception of the single-family dwelling currently located at the site. The remainder of the properties are occupied by municipal buildings. The Site has been utilized for municipal use with light residential use to present.

ECS completed a Phase I Environmental Site Assessment (Phase I ESA) at the Site dated November 21, 2025 (ECS Project No. 49:26621). The Phase I ESA revealed the following recognized environmental condition (REC) in connection with the Site:

**318 Seaboard Lane, Suite 208, Franklin, Tennessee 37067 • T:615-885-4983**

ECS Florida, LLC • ECS Mid-Atlantic LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP  
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • [ecslimited.com](http://ecslimited.com)

**"ONE FIRM. ONE MISSION."**

- A filling station was depicted adjoining the Site to the northeast on the 1941 Sanborn. The filling station was no longer depicted in the 1954 Sanborn. Based on the uncertain duration of operation of the filling station, lack of documentation regarding USTs at the filling station, the proximity to the Site, and the up-gradient hydrogeological position relative to the Site, the filling station is considered to represent a REC for the Site.

Based on the findings of the Phase I ESA and as requested by the client, ECS has prepared this Scope of Services in an effort to assess the identified REC, and their potential impact to the Site.

### **Proposed Scope of Services**

Based on the REC identified by the Phase I ESA, ECS proposes the following scope of services in order to further assess the identified REC and its potential to have impacted the site:

#### Pre-Assessment Activities

- ECS will contact Tennessee 811 to locate public underground utilities at the Site. This notification requires minimum 72-hour response time, exclusive of holidays and weekends. Please note that public utility location typically will only identify and mark utilities from utility easements to the associated meters. However, our experience indicates that Tennessee 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property;
- ECS will also contract with a private utility company to clear boring locations prior to drilling. We will coordinate our boring locations in order to avoid underground utilities indicated by the public locating services. We will not be responsible for private utilities not pointed out to us by the land owner or client prior to drilling activities. If as-built drawings showing locations of subsurface utilities or conduits are available, please provide them to ECS prior to mobilization for field work at the Site;
- ECS will prepare a site-specific health and safety plan (HASP). The HASP will document the known or suspected hazards, applicable personal protective equipment (PPE) for site personnel, and emergency response procedures. Prior to commencing field activities, ECS, its subcontractors (if applicable), and applicable site personnel will review the site-specific HASP;
- ECS will contract and coordinate with a Tennessee licensed and certified drilling contractor to drill and abandon the borings;
- ECS will contract and coordinate with a Tennessee-certified laboratory to provide appropriate sample containers for collecting the soil vapor samples and performing their subsequent analysis; and,
- ECS will provide an environmental professional to perform the field activities and to collect the soil vapor samples for laboratory analysis.

#### Soil Vapor Sampling Activities

- ECS will oversee the advancement of three (3) soil borings to a maximum depth of 10 ft below ground surface (ft bgs) or refusal using a a track-mounted/truck-mounted drill rig equipped with direct-push technology (DPT). Approximate locations of the proposed borings are shown on **Figure 1**. During advancement of a macrocore soil sampling tool

at each boring, ECS will screen soil at 2.5 foot intervals from each boring location using a photoionization detector (PID) with a 10.6 electron-volt bulb, calibrated to a 100-parts per million (ppm) isobutylene standard prior to use. The PID is useful for qualitative field screening of total volatile organic vapors. The PID does not quantify or identify specific compounds; in addition, it does not screen for methane, metals, or other inorganic compounds. ECS field personnel will field classify soils and prepare boring logs to graphically represent the subsurface stratigraphy. ECS will record the PID readings on the soil boring logs.

- ECS will install three (3) temporary soil vapor points in the advanced boreholes to facilitate the collection of soil vapor samples. ECS field personnel will install the soil vapor points, constructed of stainless-steel vapor implants and Teflon or similar tubing at the bottom of each boring. ECS field personnel will then place approximately 1.5 feet of filter sand at the base of the borehole and fill the remainder of the borehole annulus with hydrated bentonite to just below the ground surface. ECS field personnel will allow the soil vapor points to stabilize for a minimum of twenty four hours before initiating sampling activities.
- Prior to sampling, ECS field personnel will connect a sample train consisting of Teflon or similar tubing and micro-valves to each sample point and to a Summa canister and perform a shut-in test at each sample point to confirm that leaks are not present in the sampling train. ECS field personnel will also perform a helium shroud leak test at each sampling location to ensure the sampling train tight is not leaking. After successful shut-in, helium shroud tests, and purging, ECS will collect a soil gas sample from each sample point location.
- ECS will obtain 1.0/1.4-liter batch certified Summa canisters from an independent laboratory that is National Environmental Laboratory Accreditation Program (NELAP) accredited. Each canister will be pre-cleaned and pre-evacuated so that it is under negative (i.e., under vacuum) pressure. ECS will note the vacuum on each Summa canister before initiating the sampling procedure. If the initial vacuum prior to sample collection is less than 10 percent of the vacuum documented by the laboratory at shipment, the Summa canister will not be used. Each Summa canister will be outfitted with a flow regulator set to 200 milliliters per minute and a vacuum gauge. ECS will open the valve on the Summa canister and soil gas will flow into the canister. ECS will note the time the regulator valve is opened and the initial cannister vacuum. When the vacuum has reached approximately 5 inches of mercury, ECS will shut the valve and record the time and final vacuum.
- Following sample collection, ECS field personnel will label the canisters from the soil vapor locations and maintain under Chain-of-Custody (COC) protocol until delivered to a NELAP accredited laboratory. ECS will utilize the appropriate COC procedures to track the samples from collection to final disposition. ECS will submit the samples to be analyzed for VOCs using EPA Method TO-15. Following sample collection, ECS field personnel will remove and dispose of the soil vapor sample points and restore the surface to its previous condition..

## Reporting

ECS will summarize the information obtained during the performance of the above-referenced environmental services in a written report. The written report will contain methodologies and procedures utilized to perform the work, figures, and laboratory data. Laboratory data will be compared to the EPA Vapor Intrusion Screening Level (VISL) Calculator for Target Sub-Slab and Near-source Soil Gas Concentrations, with a Target Carcinogenic Risk (TCR) of 1.0E-06 and a Target

Hazard Quotient (THQ) of 0.1. In addition, an opinion will be provided as to whether additional sampling and/or evaluations would be warranted or required by local, state, and/or federal regulatory agencies.

### **Limitations and Assumptions**

Conclusions and recommendations pertaining to environmental conditions at the Site are limited to the conditions observed at the time ECS personnel are onsite. The observations made only represent the locations at the time and day of collection. This proposed scope of work is not designed or intended to provide a comprehensive assessment of potential environmental impacts at the Site.

We have made the following assumptions in developing this proposal:

- The fee estimated for the proposed scope of services assumes work can be completed within normal business hours. For work scheduled after hours and/or weekends, additional costs may be applied. Prices are based on performing work on a non-holiday weekday during normal business hours (7:00 am - 5:00 pm, Monday - Friday);
- Prices presented herein are valid for 30 days from the date of this proposal;
- Laboratory pricing is based on standard turnaround (10 business days);
- It is assumed that borings can be advanced to the desired depths indicated herein to be used for the installation of temporary soil vapor points using DPT drilling methods;
- Groundwater is assumed to be at depths greater than 10 ft bgs. Groundwater sampling activities are not included in this proposal as the proposed scope of services is considered to be appropriate for the intended future use of the property;
- Additional work, if required, shall be authorized by the client prior to initiation;
- Additional project work not specifically addressed by this proposal shall be charged at a time and materials rate;
- ECS understands that these assessment activities are not being conducted for regulatory purposes and are for general assessment purposes as part of due diligence activities. Should assessment activities be requested for regulatory purposes, ECS can provide these services; however, additional assessment activities and fees may be required; and
- It is ECS' understanding that the detection of contaminants in site media (soil, sediments, surface waters, groundwater, and soil gas) above regulatory standards may be considered reportable by the responsible party and/or the property owner. ECS' scope of work does not include submitting analytical data to a regulatory agency, other than required by permitting requirements or by law. ECS would be pleased to submit analytical data to the applicable regulatory agency upon receipt of written approval from the responsible party and/or property owner. Costs associated with additional reporting requirements are not currently figured into this proposal's estimate.
- If requested, ECS can provide reliance letters for our reports for an additional fee. Future reliance offered by ECS would be bound to the same contracted Terms & Conditions of Service agreed to between City of Dickson, Tennessee and ECS.

### **Project Fees**

ECS will provide the proposed scope of services for the not to exceed fee of **\$14,750.00**.

### **Meetings**

Meetings requested by the Client beyond the Scope of Services outlined above will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8:00 am to 5:00 pm) will be invoiced at 1.5 times the normal rate.

### **Project Schedule**

Based on our present schedule, we anticipate we can begin this work within two weeks, dependent on availability and following receipt of your written authorization to proceed. ECS anticipates the fieldwork will require one day to complete. Laboratory analytical results will be available within approximately 10 business days of receipt of samples by the laboratory, unless the Client elects for a rushed laboratory turnaround. The written report will be submitted within approximately two weeks of receipt of analytical results. Please note that we cannot begin our field activities until we receive your written authorization.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signatory warrants his/hers authority to bind the entity represented.

**Invoice Information:**

Invoice Addressee: Name	
Invoice Addressee: Company	
Invoice Addressee: Street Address	
Invoice Addressee: City, State, Zip	
Invoice Addressee: Email	
Invoice Addressee: Phone Number	
Purchase Order Number:	
Client Project/Account Number:	

This letter agreement and the attached Consultant Services Agreement or Master Service Agreement (Agreement) (dated August 4, 2025) between City of Dickson, Tennessee and ECS Southeast, LLC (ECS) constitute the entire agreement between ECS and City of Dickson, Tennessee for this project. To authorize this study, please complete, sign, and return one copy of this Service Authorization to our office. The Client's signature indicates that he/she has the authority to bind the Client, has read and takes no exception to the Agreement between ECS and the Client, and agrees to be bound by such Agreement. Issuance of a purchase order or other types of notice to proceed (verbal, written or electronic) implicitly acknowledges acceptance of the Consultant Services Agreement or Master Service Agreement and this proposal.

ECS Southeast, LLC



Mike Tharpe, REM  
Environmental Senior Project Manager  
mtharpe@ecslimited.com  
615-885-4983



Joseph Nestor  
Environmental Principal  
jnestor@ecslimited.com  
704-525-5152

# **Appendix I: Agreement**

RESOLUTION #2025-45

**A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE MAYOR  
TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHEAST,  
LLC TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

WHEREAS, from time to time the City of Dickson, Tennessee, has a need for professional geotechnical engineering services for various projects; and

WHEREAS, to provide expediency the administration wishes to execute an agreement with a company to provide on-call geotechnical engineering services on a project-by-project basis; and

WHEREAS, after soliciting requests for qualifications and reviewing such proposals, the Public Works Department administration recommends the proposal from ECS Southeast, LLC, attached as an exhibit hereto.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE, that:**

**SECTION 1.** The Professional Services Agreement between the City of Dickson, Tennessee, and ECS Southeast, LLC, attached hereto, is accepted and approved subject to the terms and conditions contained therein and the review and approval of legal counsel for the City.

**SECTION 2.** The Mayor of the City of Dickson is hereby authorized to sign and execute said agreement and all other documents and instruments necessary for its implementation.

This Resolution shall take effect upon its passage, the public welfare requiring it.

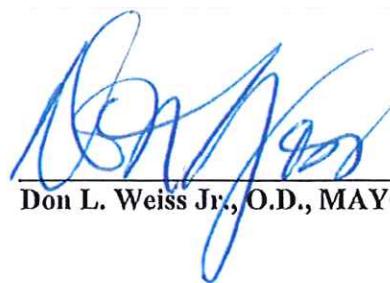
Approved and adopted this 4th day of August, 2025.

ATTEST:



---

Chris Norvan, RECORDER



---

Don L. Weiss Jr., O.D., MAYOR

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF DICKSON, TENNESSEE AND  
ECS SOUTHEAST, LLC**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made as of August 4, 2025 (the "Effective Date") by and between City of Dickson, Tennessee (the "Client") and ECS Southeast, LLC ("ECS") for the following project (referred to herein as the "Project"): On-Call Geotechnical Engineering Services. Client and ECS may collectively be referred to as the "Parties" or individually as a "Party."

This Agreement consists of the following Exhibits:

- A. Exhibit A – Scope of Services
- B. Exhibit B – Compensation
- C. Exhibit C – Terms and Conditions

Contact Information for Notices:

<b>Client</b>	<b>ECS</b>
City of Dickson, Tennessee 600 East Walnut Street Dickson, TN 37055	ECS Southeast, LLC 1050 International Boulevard, Suite C Clarksville, TN 37050
With a copy to: Bret Stock (bstock@cityofdickson.com) Cooper Morris (cmorris@cityofdickson.com)	With a required copy to: Blake Morris (bmorris1@ecslimited.com) Mark Luskin (mluskin@ecslimited.com)
Bret Stock City of Dickson, Tennessee 600 East Walnut Street Dickson, TN 37055	Legal Department ECS Group of Companies 14030 Thunderbolt Place, Suite 500 Chantilly, VA 20155 Attn: General Counsel Email: <a href="mailto:legal@ecslimited.com">legal@ecslimited.com</a>

Each party may update its contacts above by notice to the other. Routine business and technical correspondence must be in English and may be in electronic form. All legal notices given under this Agreement must be written, in non-electronic form, and in English and will be effective when received.

This Agreement, including all exhibits, appendixes, and other documents appended to such, constitute the entire Agreement between Client and ECS for the Project. The Parties acknowledges that all prior understandings and negotiations are superseded by this Agreement and that subsequent modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties. All preprinted terms and conditions on Client's work authorization or other service acknowledgment forms, are inapplicable and

superseded by the terms and conditions included in this Agreement and the terms and conditions included in this Agreement.

The parties executing this Agreement on behalf of Client and ECS respectively, hereby represent to the other party that they have full authority to execute this Agreement and create a binding agreement.

**CLIENT:**

City of Dickson, Tennessee

By:

Don L. Weiss, Jr.  
Title: MAYOR

Date: 8/4/25

**ECS:**

ECS Southeast, LLC

*Mark Luskin*

By: Mark Luskin

Title: Vice President

Date: 8/15/25

## EXHIBIT A – SCOPE OF SERVICES

ECS understands that Geotechnical Engineering services will be utilized by the Client as an on-call / as needed basis as requested.

Scope of services may include but are not limited to:

- Subsurface Exploration, Assessments and Design
  - Drilling Borings
  - Laboratory testing of representative soil samples
  - Engineering analyses presented in site-specific engineering report
- Geophysical Surveys
  - Seismic refraction
  - Electrical resistivity
  - Ground Penetrating Radar (GPR)
- Geotechnical Construction Consulting
  - Value engineering review
  - Sample testing
  - Laboratory testing for soil modification (Lime/Cement Treated Soils)
- Specialized In-situ (in place) Soil/ Rock Testing
- Reinforced Earth Structures, Slopes, and Retention Design
- Deep Foundation Testing
- Geotechnical Instrumentation
- Geostructural Design
- Construction Materials Testing and Special Inspections

EXHIBIT B – COMPENSATION

Once a task order or request is received by ECS, ECS will provide a site-specific proposal outlining scope of work and budget for approval by Client prior to commencing work. The proposed budget provided by ECS may be outlined as a unit rate fee, lump sum, estimate, or not to exceed budget and will be agreed upon by both parties prior to commencing work.

## EXHIBIT C – TERMS AND CONDITIONS

The professional services ("Services") to be provided by ECS Southeast, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

**1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

**2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

### 3.0 STANDARD OF CARE

**3.1** In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

**3.2** CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

**3.3** If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

**3.4** If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

### 4.0 CLIENT DISCLOSURES

**4.1** Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

**4.2** "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

**4.3** If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

**5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

**6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

### 7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

**7.1** CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

**7.2** CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

**7.3** ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

**7.4** CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

### 8.0 UNDERGROUND UTILITIES

**8.1** ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

**8.2** CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

**8.3** CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

### 9.0 SAMPLES

**9.1** Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

**9.2** Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

### 10.0 ENVIRONMENTAL RISKS

**10.1** When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

**10.2** When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

**10.3** Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

**10.4** In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

**10.5** Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

**10.6** CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely

affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

**11.0 OWNERSHIP OF DOCUMENTS**

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

**12.0 SAFETY**

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

**13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

**14.0 CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

**15.0 BILLINGS AND PAYMENTS**

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by [www.bls.gov](http://www.bls.gov) when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

**16.0 DEFECTS IN SERVICE**

16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

**17.0 INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

**18.0 Not Used**

**19.0 Not Used**

**20.0 CONSEQUENTIAL DAMAGES**

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

**21.0 SOURCES OF RECOVERY**

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of or in connection with the Project and/or the Services, CLIENT and ECS agree that they

will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

**22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

**23.0 DISPUTE RESOLUTION**

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in Dickson County, Tennessee. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the State of Tennessee, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

**24.0 CURING A BREACH**

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

**25.0 TERMINATION**

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other

party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

**26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

**27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

**28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

**29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

**30.0 TITLES: ENTIRE AGREEMENT**

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

## **Appendix II: Figure**

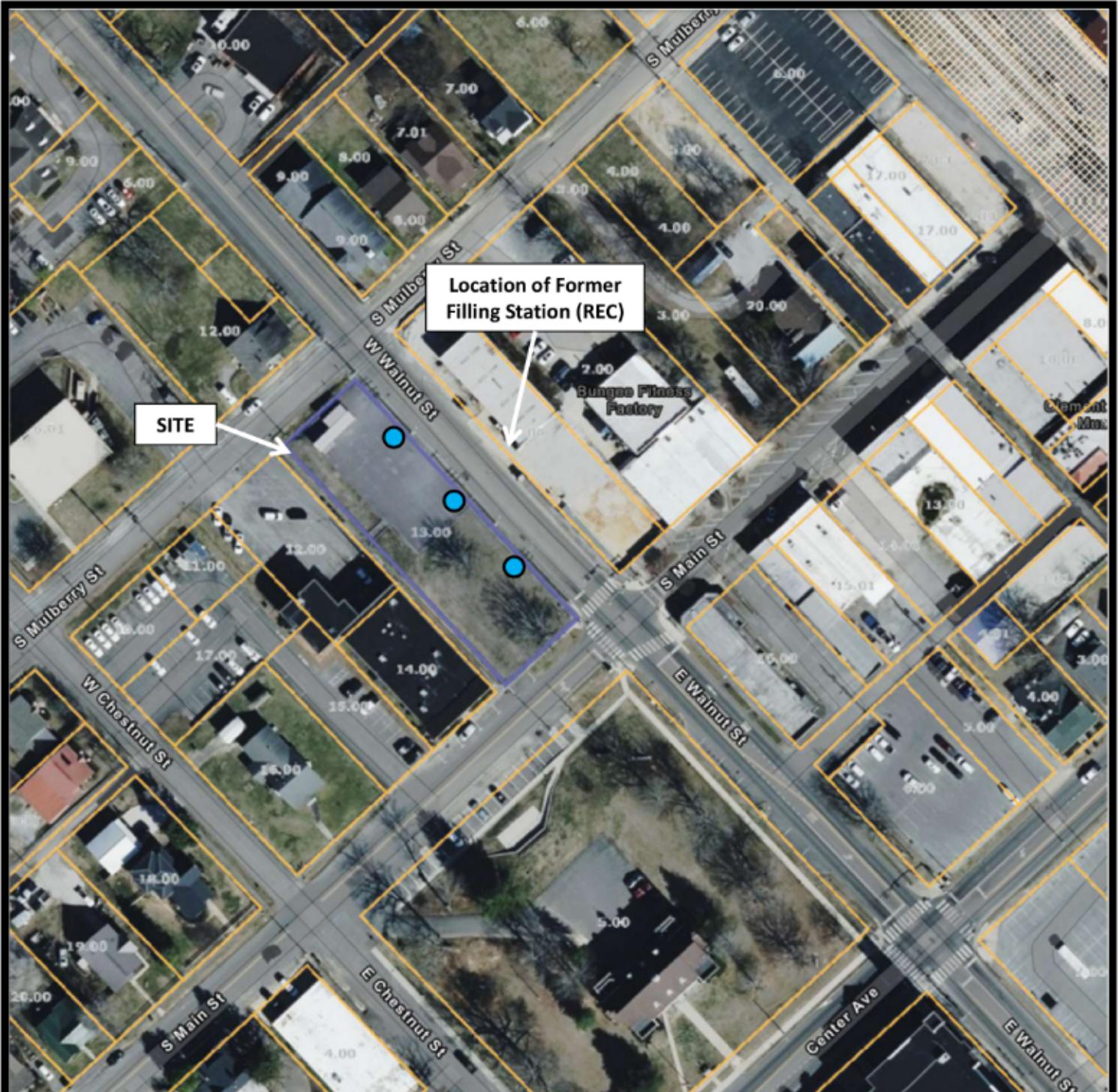


FIGURE 1

PROPOSED SAMPLE LOCATION MAP

City Center Project  
South Main Street  
Dickson, Dickson County, TN

ECS Proposal No. 49:53055P

APPROXIMATE SCALE:

175 ft

SOURCE:  
GOOGLE EARTH  
2025 AERIAL IMAGERY

## **RESOLUTION #2026-6**

### **A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN CHANGE ORDER NO. 3 TO THE CONTRACT WITH FTM CONTRACTING FOR CONSTRUCTION OF PHASE I OF THE J. DAN BUCKNER PARK PROJECT**

**WHEREAS**, the Council of the City of Dickson, Tennessee, approved a contract with FTM Contracting on June 3, 2024, for the construction of Phase I of a project to renovate J. Dan Buckner Park; and

**WHEREAS**, after the approval of Change Orders No. 1 and 2, the contractual date for substantial completion of the project was established as Oct. 10, 2025; and

**WHEREAS**, after completion of items on a punchlist of corrections, FTM Contracting provided a final completion letter on Dec. 9, 2025, which is sixty (60) days beyond the amended contractual completion date; and

**WHEREAS**, the contract with FTM Contracting provides the contractor may be assessed liquidated damages of two hundred fifty dollars (\$250.00) for each day beyond the contractual completion date.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** Change Order No. 3 to the contract with FTM Contracting reducing the guaranteed maximum price amended by Change Order Nos. 1 and 2 by fifteen thousand dollars (\$15,000.00) in liquidated damages is approved.

**SECTION 2.** The Mayor of the City of Dickson, Tennessee, is authorized to sign and execute said Change Order No. 3 and any and all documents and instruments necessary for completion of the contract and project.

This Resolution shall take effect upon its passage, the public welfare requiring it.

Approved and adopted this 5th day of January, 2026.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**



# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** LPRF Grant - Buckner Park Phase 1

**CONTRACT INFORMATION:**

Contract For: LPRF Grant - Buckner Park Phase 1  
Date: 06/27/2024

**CHANGE ORDER INFORMATION:**

Change Order Number: 3  
Date: 12/19/2025

**OWNER:** City of Dickson  
600 E Walnut Street  
Dickson, TN 37055

**ARCHITECT:** Alisha Eley  
Kimley-Horn  
10 Lea Ave, Suite 400  
Nashville, TN 37210

**CONTRACTOR:** Amanda Brantley  
Fuel Tank Maintenance Co., LLC  
DBA FTM Contracting  
240 Mill Ridge Drive  
Cookeville, TN 38501

The Contract is changed as follows:

Reduction in contract amount due to the imposition of liquidated damages at a rate of \$250 per day. These damages apply from the end of the 30-day completion period specified in the punch list issued on 9/10/2025, until the final completion date. The original contractual final completion date (30-day completion period following the punch list) was 10/10/2025. However, FTM Contracting provided the final completion letter on 12/9/2025, which is 60 days beyond the contractual completion date of 10/10/2025, triggering these liquidated damages. The date of final substantial completion is unchanged from 9/8/2025.

The original (Contract Sum) <del>(Guaranteed Maximum Price)</del> was	\$ 2,855,000.00
The net change by previously authorized Change Orders	\$ (54,200.89)
The (Contract Sum) <del>(Guaranteed Maximum Price)</del> prior to this Change Order was	\$ 2,801,200.89
The (Contract Sum) <del>(Guaranteed Maximum Price)</del> will be (increased) <del>(decreased)</del> <del>(unchanged)</del> by this Change Order in the amount of	\$ \$15,000
The new (Contract Sum) <del>(Guaranteed Maximum Price)</del> including this Change Order, will be	\$ 2,786,200.89
The Contract Time will be (increased) <del>(decreased)</del> <del>(unchanged)</del> by	( 0 ) days.
The new date of Substantial Completion will be	9/8/2025

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Kimley-Horn

**ARCHITECT (Firm name)**

*Alisha Eley*  
SIGNATURE

Fuel Tank Maintenance Co., LLC DBA FTM Contracting

**CONTRACTOR (Firm name)**

*Amanda Brantley*  
SIGNATURE

City of Dickson, TN

**OWNER (Firm name)**

SIGNATURE

Alisha Eley, PLA

**PRINTED NAME AND TITLE**

PRINTED NAME AND TITLE

**PRINTED NAME AND TITLE**

12/19/2025

**DATE**

DATE

DATE

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

## **RESOLUTION #2026-7**

### **A RESOLUTION ASKING THE TENNESSEE GENERAL ASSEMBLY TO AMEND TENNESSEE CODE ANNOTATED TO ALLOW WARD-BASED POLLING LOCATIONS OR A CENTRALIZED POLLING LOCATION IN INDEPENDENT MUNICIPAL ELECTIONS**

**WHEREAS**, the Council of the City of Dickson has chosen to maintain its independent election dates to avoid voter confusion with ballots for Dickson County offices; and

**WHEREAS**, for decades the City of Dickson, Tennessee, conducted independent biennial Municipal Elections utilizing polling locations in each of the four wards established by the City Charter; and

**WHEREAS**, beginning with the Municipal Election of 2023, the Tennessee Division of Elections informed local election officials that the locations of polling places for Municipal Elections shall be based on the County Voting District in which city voters are registered; and

**WHEREAS**, this interpretation of Tennessee Code Annotated caused the Dickson County Election Commission to relocate Municipal Election polling places, resulting in multiple polling places serving the same ward and the same polling places serving multiple wards; and

**WHEREAS**, the changes in polling places have created confusion for voters, resulting in some voters having to travel to multiple locations to find the right place to cast their votes; and

**WHEREAS**, the City of Dickson wishes to conduct its Municipal Elections with ward-based polling locations for the convenience of voters or, in the alternative, be given the authority to conduct Municipal Elections with one central polling location for all wards.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** The Tennessee General Assembly, by and through the delegation representing the City of Dickson, is requested to amend the appropriate section(s) of Tennessee Code Annotated to allow the City of Dickson and other municipalities divided into voting wards or districts and conducting municipal elections independent of County, State or Federal elections to utilize ward-based polling locations for the convenience of voters.

**SECTION 2.** In the event that such action contravenes applicable statutes, that legislation be drafted, presented and enacted that will empower municipalities to conduct independent municipal elections with one central polling location for all voting wards, should the governing body of the municipality so choose.

**SECTION 3.** A copy of this Resolution, once approved by the Dickson City Council and signed by the Mayor, be forwarded to State Rep. Mary Littleton, State Rep. Jody Barrett and State Sen. Kerry Roberts in order to draft, present and enact appropriate legislation to enable ward-based

voting locations or a centralized polling location in independent Municipal Elections when the 114<sup>th</sup> Tennessee General Assembly reconvenes in 2026.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 5th day of January, 2026.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**

## **RESOLUTION #2026-9**

### **AN INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE CITY OF DICKSON, TENNESSEE, OF NOT TO EXCEED EIGHTY MILLION DOLLARS (\$80,000,000.00) TO PROVIDE FUNDING FOR CERTAIN PROJECTS AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO**

**WHEREAS**, it is necessary and in the public interest of the City of Dickson, Tennessee (the “City”), to incur indebtedness (the “Indebtedness”) for the purpose of financing public projects, as more fully described herein.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** For the purpose of financing all or a portion of the costs of the construction and furnishing of the Dickson City Center, the construction and furnishing of an aquatic/recreation center, the construction and furnishing of a new Dickson Fire Department Station #2 and firefighting training facility, the repurposing, renovations and modifications to the existing Dickson Fire Department Station #2 and to pay legal, fiscal, administrative, design, engineering and remediation costs incident thereto, reimbursement for expenditures related to the foregoing, and to pay costs incident to incurring the Indebtedness (collectively the “Projects”), the City is hereby authorized to incur indebtedness in the amount of not to exceed Eighty Million Dollars (\$80,000,000.00) for the financing of the Projects.

**SECTION 2.** The City is authorized to engage the services of a qualified Municipal Advisor to facilitate the acquisition of the funds and to prepare and present such agreements for the Indebtedness to the City Council for consideration before such Indebtedness is incurred pursuant to the provisions of Tennessee Code Annotated § 9-21 and § 12-10 as amended and all other applicable statutes.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 5th day of January, 2026.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**

**RESOLUTION #2026-10**

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF DICKSON,  
TENNESSEE, TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES RELATING  
TO CAPITAL PROJECTS WITH THE PROCEEDS OF BONDS OR OTHER DEBT  
OBLIGATIONS TO BE ISSUED BY THE CITY**

**WHEREAS**, it is the intention of the City Council of Dickson, Tennessee (the "City"), to provide for the design and construction of improvements to various municipal facilities, including City Hall, an aquatics center, fire hall, police precinct and emergency training facilities, and other land acquisition and capital costs related thereto (the "Projects"); and

**WHEREAS**, it is the intention of the City Council of the City to pay all or a portion of the costs associated with said activities by the sale of federally tax-exempt bonds or other debt obligations of the City; and

**WHEREAS**, it is anticipated that it will be necessary to make expenditures in payment of said costs prior to the issuance of said bonds or debt obligations; and

**WHEREAS**, the City Council of the City wishes to state its intentions with respect to reimbursements for said expenditures in accordance with the requirements of final regulations applicable thereto promulgated by the United States Department of the Treasury.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, as follows:

**SECTION 1.** It is reasonably expected that the City will reimburse itself for certain expenditures made by the City in connection with the Projects. The City intends to reimburse all such expenditures by having the City issue its federally tax-exempt revenue bonds or other debt obligations. The expenditures made prior to the issuance of said bonds or other debt obligations are expected to be paid from the general fund or other available funds of the City and reimbursement shall be made thereto. Debt service on the bonds or other debt obligations is expected to be a general obligation of the City, secured by a pledge of the City's ad valorem taxing power.

**SECTION 2.** The principal amount of bonds or other debt obligations expected to be issued to finance the Projects, which may be issued in one or more emissions, is expected not to exceed approximately Eighty Million Dollars (\$80,000,000).

**SECTION 3.** This resolution shall be placed in the minutes of the City Council and shall be made available for inspection by the general public at the office of the City.

**SECTION 4.** It is the City's reasonable expectation that it will reimburse the original expenditures from the proceeds of bonds or other debt obligations.

**SECTION 5.** This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

**SECTION 6.** All resolutions or parts of resolutions in conflict herewith are hereby repealed, and this resolution shall be in immediate effect from and after its adoption.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 5th day of January, 2026.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**

STATE OF TENNESSEE    )  
                          )  
COUNTY OF DICKSON    )

I hereby certify that I am the duly qualified and acting City Recorder of the City of Dickson, Tennessee (the "City"), and as such official I further certify that attached hereto is a copy of a resolution which was duly adopted at a meeting of the City Council of the City held on January 5, 2026; that this resolution was included in the minutes of the Council and was promptly and fully recorded and is open to public inspection; that I have compared said Resolution with the original minute record of said meeting in my official custody; and that said Resolution is a true, correct and complete transcript from said original minute record.

WITNESS my official signature and seal of the City this 5th day of January, 2026.

---

**CHRIS NORMAN, Recorder**

49037045.1

**RESOLUTION #2026-11**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LETTER OF ENGAGEMENT WITH OAKDALE MUNICIPAL ADVISORS, LLC TO PROVIDE ADVISORY SERVICES IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS NOT TO EXCEED EIGHTY MILLION DOLLARS (\$80,000,000.00)**

**WHEREAS**, the City of Dickson, Tennessee, intends to obtain financing of multiple public projects through the issuance of general obligation public improvement bonds not to exceed eighty million dollars (\$80,000,000.00); and

**WHEREAS**, the City of Dickson wishes to engage the services of a qualified municipal advisor to provide services in connection with facilitating said financing.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** The Letter of Engagement with Oakdale Municipal Advisors, LLC attached as an exhibit hereto is hereby accepted.

**SECTION 2.** The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign and execute said Letter of Engagement and any and all documents and instruments necessary to its implementation.

**SECTION 3:** Payment for the services provided within the Letter of Engagement is authorized subject to the terms and conditions contained therein.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 5th day of January, 2026.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**



[jgraham@oakdale-ma.com](mailto:jgraham@oakdale-ma.com) | 615.351.4409

December 5, 2025

City of Dickson, Tennessee  
Mr. David Travis, City Administrator  
600 East Walnut Street  
Dickson, Tennessee 37055

Re: Proposed City of Dickson, Tennessee General Obligation Public Improvement Bonds

Dear Mr. Travis:

Pursuant to our recent conversations, we are pleased to confirm the arrangements under which Oakdale Municipal Advisors, LLC ("Oakdale") will be hired as Municipal Advisor to provide advisory services to the City of Dickson, Tennessee (the "City") in connection with the issuance (in one or more series) of not to exceed \$80,000,000 general obligation public improvement bonds referenced above (the "Bonds"). We look forward to assisting the City in the successful completion of this financing goal.

#### **1. Scope of Services**

Oakdale is being hired as Municipal Advisor to provide the services under this Agreement. In its capacity as Municipal Advisor, Oakdale will provide the following services to complete the issuance of the Bonds.

- Recommend size, structure, specific terms and conditions of the debt issue. Present information regarding method of sale;
- Assist and advise in connection with the preparation and implementation of the Bonds;
- Assist the City in the selection of bond counsel, paying agent, rating agency(ies) and any other members required for the financing team;
- In conjunction with City staff and within guidelines of the City's debt management policy, propose financing methods to be considered for accomplishing the objectives of the City;
- Coordinate execution of the financing plan, including serving as the main contact with the City and all financing team members;
- Develop a schedule that incorporates all phases of the financing process;
- Prepare a credit package that will include all relative credit information to be used in conjunction with the procurement of a credit rating, which data will be

used in large part to create the demographic section of both the preliminary and final official statements (collectively, the “Official Statement”) used in connection with the offer and sale of the Bonds;

- Working with the City, devise the structure of the issue(s), and arrange for the offering and sale of the Bonds. Manage competitive sale process;
- Incorporating and relying upon information received from the City, its records and employees, bond counsel, other transaction participants, and other sources reasonably believed by Oakdale to be reliable, prepare the Preliminary Official Statement and Official Statement;
- Verify bids for the Bonds and advise as to award of the Bonds;
- Assist in the preparation of legal documentation of the proposed transaction;
- Prepare and verify final closing calculations;
- Coordinate the activities for a successful closing including preparation of a flow of funds or “closing” memorandum; and
- Advise on the investment of bond proceeds.

Both parties acknowledge and agree that Oakdale is acting solely as a municipal advisor with respect to the Bonds. Oakdale’s engagement is limited to providing municipal advisory services with respect to this issuance of bonds. Oakdale is not a fiduciary of any other party to the transaction other than the City and will be neither party to, nor liable under, any contract, agreement, or understanding executed or otherwise existing to affect the Bonds. Oakdale will not investigate the veracity of any certifications provided by any party; provide legal or accounting assurance that any matter or procedure complies with any applicable law; or be liable to any party if the Bonds fail to close or for default of same.

## **2. Information to be Supplied**

In connection with Oakdale’s activities on the City’s behalf, the City agrees to (a) fully cooperate with Oakdale, (b) promptly furnish to Oakdale all information and data concerning the City and the Bonds that Oakdale deems appropriate (the “Information”), and (c) provide Oakdale with full access to the City’s officers, directors, employees, appraisers, independent accountants, legal counsel and other consultants and advisors.

The City understands and acknowledges that Oakdale will be using and relying on the Information to render its services and will not verify the same or independently appraise any of the assets or liabilities of the City. The City agrees that Oakdale has no obligation to and is not expected to verify the Information or appraise any City assets or liabilities. Oakdale does not assume responsibility for the accuracy or completeness of the Information or any other information regarding the City, any prospective party to a bond issuance or any bond issuance. The City agrees that it is solely responsible for the accuracy and completeness of such information.

### **3. Compensation and Expenses**

It is understood that Oakdale will be paid a municipal advisory fee of not to exceed \$85,000 for services rendered relating to the issuance of the Bonds whether in one or multiple series. **This will be the only fee charged by Oakdale and will cover all out-of-pocket expenses incurred by Oakdale during this engagement.**

The City acknowledges that it will be responsible for paying the expenses incident to the issuance of the Bonds, including but not limited to (i) underwriter's discount, (ii) the cost of the preparation, printing or other reproduction of reasonable quantities of the Official Statement, including shipping and distribution costs, (iii) the cost of printing, signing, registering and authenticating the book-entry Bonds, (iv) expenses of rating agency(ies), and (v) the fees of bond counsel, the registration, paying and escrow agent, and of any other experts or consultants retained by the City.

### **4. Term and Termination of the Engagement**

This agreement shall be in effect from the date hereof until the time that this agreement is terminated. This agreement will automatically terminate upon the successful closing of the issuance of the Bonds. The City or Oakdale may terminate this agreement at any prior time immediately upon written notice to the other party. Notwithstanding the foregoing, the provisions of the second paragraph of Section 3 (Responsibility for Other Expenses), 8 (Independent Contractor), and 9 (Non-Exclusive Relationship) will survive termination.

### **5. Binding Effect**

This agreement will be binding upon Oakdale, the City, and their respective successors. No waiver, amendment or other modification of this agreement shall be effective unless in writing and signed by each party to be bound. In case any provision of this letter agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this letter agreement shall not in any way be affected or impaired thereby.

### **6. Entire Agreement**

This Agreement is the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements, and understandings (including all pre-existing investment management agreements between the parties, which are hereby cancelled), regarding the subject matter hereof.

### **7. Counterparts**

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

### **8. Independent Contractor**

Oakdale is and will hereafter act as an independent contractor and not as an employee of the City, and nothing in this agreement may be interpreted or construed to create any employment, partnership, joint venture or other relationship between Oakdale and the City.

## 9. Non-Exclusive Relationship

The City acknowledges and agrees that this Agreement will not restrict Oakdale from serving as Municipal Advisor for other clients. Oakdale will devote, in its reasonable discretion, the assets, resources, and personnel reasonably required to perform the services hereunder.

## 10. Additional Disclosures

- There have been no material changes or additions to the legal or disciplinary event disclosures on SEC form MA or MA-1 filed with the Securities and Exchange Commission by Oakdale since the initial firm filing.
- SEC Form MA-A, Item 6A was amended on April 19, 2024 to include the listing of a control person (with minority ownership in Oakdale Municipal Advisors) who is not a municipal advisor professional and is not employed by Oakdale Municipal Advisors and is employed by an engineering firm.
- Oakdale's proposed compensation is contingent upon the issuance and close of the Bonds. This presents a conflict of interest insofar as, we, as Municipal Advisor, have a monetary interest in the bonds being issued.

If you find the terms of this Letter of Engagement acceptable, please sign below and return one copy to Oakdale.

We look forward to working with you to meet the City's financial objectives. Should you have questions, please contact me at 615.351.4409.

Yours sincerely,

Oakdale Municipal Advisors, LLC

By: Julianne G. Graham Julianne G. Graham  
Julianne G. Graham, President

.....

This Letter of Engagement is hereby accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

City of Dickson, Tennessee

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RESOLUTION #2026-12**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN A  
MEMORANDUM OF AGREEMENT WITH THE DICKSON ELECTRIC SYSTEM FOR  
THE INSTALLATION AND OPERATION OF A CHARGING STATION FOR  
ELECTRIC VEHICLES ON PUBLIC PROPERTY**

**WHEREAS**, the City of Dickson, Tennessee Valley Authority and Dickson Electric System desire to take measures to reduce carbon emissions and encourage the preservation of the quality of the atmosphere; and

**WHEREAS**, to assist in said endeavor, City and agency officials wish to encourage the utilization of electric vehicles in lieu of internal combustion engine vehicles; and

**WHEREAS**, the TVA is providing public charging stations to service electric vehicles.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** The Memorandum of Agreement between the City of Dickson, Tennessee, and the Dickson Electric System attached as an exhibit hereto is hereby accepted and approved.

**SECTION 2.** The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign and execute said Memorandum of Agreement and any and all documents and instruments necessary to its implementation.

**SECTION 3.** The Administration of the City of Dickson, Tennessee, is authorized to negotiate with Dickson Electric System and TVA for the site selection and installation of a charging station for electric vehicles on public property within the guidelines and requirements contained therein.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 5th day of January, 2026.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of December, 2025, between the City of Dickson, Tennessee, a municipality located in Dickson County ("City") and Dickson Electric Service, a municipally-owned public electric utility ("LPC").

### I. RECITALS

**WHEREAS**, LPC desires to build, own and operate an electric vehicle charging facility (the "Facility") to be located at 206 E College Street, Dickson, Tennessee; and

**WHEREAS**, City desires to provide the space required for the Facility and to share responsibility with LPC for the security and general maintenance of the Facility.

### II. TERMS AND CONDITIONS

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

1. **Location.** It is anticipated that the Facility shall be installed 206 E College Street, Dickson, Tennessee. The anticipated location of the Facility is depicted on the photographs attached as Attachment A hereto.
2. **Installation.** Pursuant to an agreement entered among LPC and the Tennessee Valley Association (TVA), LPC will install the Facility with coordination and approval from the City and TVA.
3. **Operation and Maintenance.** LPC shall own the Facility and will be responsible for the installation of the Facility, pursuant to an agreement between LPC and ChargePoint. The City will share responsibility for safety monitoring and security of the Facility, as well as traffic control associated with the use and operation of the Facility.
4. **Term of Agreement.** The term of this Agreement shall commence upon execution by the Parties and shall continue in effect for a period of 5 years. This Agreement shall automatically renew each year thereafter for an additional one (1) year term; provided, however, that either Party may terminate the Agreement by providing notice to the other of its intention not to renew this Agreement at least \_\_\_\_\_ days prior to expiration of any term.
5. **Liability.** City shall inspect the Facility and assess its acceptability for the intended use. City is not relying upon any representations or warranties concerning the Facility except those that may be set forth herein.
6. **Insurance.** City shall provide a certificate of insurance to LPC prior to utilizing the Facility and obtain a rider to its insurance policy naming LPC as an "additional insured" for claims

arising as a result of this Agreement. Such certificate shall provide that the rider may not be canceled without thirty (30) days' written notice to LPC.

7. **Notices.** Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party shall be in writing addressed to the other Party at the addresses as follows:

**TO LPC:**

LPC

---

---

**TO CITY:**

---

---

or such address as may have been specified by notifying the other Party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

8. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by both Parties hereto.
9. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.
10. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
11. **Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
12. **Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any Party hereto, the Parties hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to affect the purposes of this Agreement.
13. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all Parties hereto.

No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of the provisions of this Agreement.

14. **Governing Law.** This Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Tennessee, and the Parties agree that in any such action venue shall lie exclusively in Dickson County, Tennessee.
15. **Entire Agreement.** The entire agreement between the Parties hereto is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

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

**LPC**

---

Name

---

Title

**CITY**

---

Name

---

Title

## **RESOLUTION #2026-13**

### **A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE DICKSON POLICE DEPARTMENT AND DICKSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT AUTHORIZING ACCESS TO THE DISTRICT'S COMPUTER-AIDED DISPATCH SERVERS AND RELATED SYSTEMS**

**WHEREAS**, in the course of performing normal police procedures, officers of the Dickson Police Department benefit from access to the Dickson County Emergency Communications District's computer-aided dispatch servers and related systems for the purpose of conducting National Crime Information Center (NCIC) and Tennessee Information Enforcement System (TIES) transactions; and

**WHEREAS**, following the incorporation of the Dickson Emergency Communications Department into a division of the Dickson Police Department, the Tennessee Bureau of Investigation requires that the department enter into a Memorandum of Understanding with the Dickson County Emergency Communications District (DCECD) to provide guidance and policies to preserve security for access to specified servers, systems and networks.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** The Memorandum of Understanding between the Dickson Police Department and Dickson County Emergency Communications District attached hereto is hereby accepted and approved.

**SECTION 2.** The Mayor of the City of Dickson, Tennessee, is authorized to sign and execute said Memorandum of Understanding and any and all documents and instruments necessary to its implementation.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 5th day of January, 2026.

**ATTEST:**

---

**Chris Norman, RECORDER**

---

**Don L. Weiss Jr., O.D., MAYOR**

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between the Dickson Police Department (“DPD”) and the Dickson County 911 Emergency Communications District (the “District”), effective as of the \_\_\_\_ day of December, 2025.

### **1. Purpose**

This Memorandum of Understanding (MOU) establishes the terms and conditions under which the Dickson Police Department (DPD) is granted permission by the Dickson County 911 Emergency Communications District (District) to access and use the District’s Computer-Aided Dispatch (CAD) servers and related systems for the purpose of conducting National Crime Information Center (NCIC) and Tennessee Information Enforcement System (TIES) transactions.

### **2. Authority**

This MOU is entered into pursuant to the authority granted to each agency under the applicable laws and regulations governing law enforcement operations, 911 emergency communications, and NCIC/TIES usage. All parties agree to abide by all NCIC, TBI, CJIS, and federal security policies.

### **3. Scope of Agreement**

Under this agreement:

1. The District agrees to provide DPD with access to its CAD servers and associated network resources solely for the purpose of conducting NCIC/TIES queries and receiving returned data. DPD shall use reasonable care in accessing and managing any data from the servers.
2. The access provided will be limited to authorized DPD personnel who have met all required certification, training, and security standards. DPD and the District shall coordinate to ensure that said personnel have the appropriate credentials prior to accessing any CAD servers or any files containing data therefrom.
3. The District will maintain ownership and administrative control of the CAD servers and all associated infrastructure.
4. The DPD will maintain responsibility for ensuring the lawful and appropriate use of NCIC data accessed through these systems.

### **4. System Access and Security**

1. All access to the CAD servers will comply with FBI CJIS Security Policy standards, Tennessee Bureau of Investigation (TBI) requirements, and any applicable District and DPD policies.

2. DPD will ensure that all personnel with access:
  - a. Maintain current NCIC/TIES operator certification.
  - b. Follow all established security protocols, including password policies, device security standards, and data handling rules.
3. Unauthorized access, sharing, or misuse of NCIC data is strictly prohibited and may result in termination of access and/or legal or administrative action.

## **5. Responsibilities of the Dickson Police Department**

The DPD agrees to:

1. Use the CAD servers exclusively for official law enforcement purposes.
2. Ensure all personnel are trained and compliant with NCIC/TIES rules.
3. Maintain the security of all devices accessing the system.
4. Report any suspected security breach to the District immediately.
5. Provide any documentation required for audits or compliance reviews.
6. Indemnify and hold the District harmless from any damages or claims resulting from misuse or improper access or dissemination of CAD files.

## **6. Responsibilities of the Dickson County 911 Emergency Communications District**

The District agrees to:

1. Provide the necessary system access, configuration, and support to allow DPD to conduct NCIC/TIES transactions.
2. Maintain the CAD servers, network infrastructure, and security systems to meet operational and CJIS requirements.
3. Notify DPD of any system outages, maintenance windows, or changes affecting access within a reasonable period of time from the discovery of the outage.
4. Cooperate with law enforcement and CJIS compliance audits as required.

## **7. Data Ownership and Privacy**

1. All NCIC/TIES data accessed through the CAD system remains the property of the issuing agencies (FBI, TBI, NLETS, etc.).
2. Both parties agree to handle all information in accordance with state and federal confidentiality and dissemination laws.

## **8. Costs**

Unless otherwise agreed in writing, both parties will bear their own costs associated with system access, equipment, maintenance, and staffing. Any future costs may be addressed via amendment to this MOU.

## **9. Term and Termination**

1. This MOU will remain in effect until amended or terminated by either party.
2. Either party may terminate this agreement with 30 days' written notice.
3. Immediate suspension of access may occur if a security violation or misuse is detected.

## **10. Amendments**

This MOU may be amended at any time by mutual written agreement of both parties.

## **11. Points of Contact**

### **Dickson Police Department**

Name/Title: Don L. Weiss, City of Dickson Mayor  
Address: 600 E Walnut ST, Dickson, TN 37055  
Phone/Email: 615-441-9508 mayor@cityofdicksontn.gov

### **Dickson County 911 Emergency Communications District**

Name/Title: Shauna Heath, 911 Director  
Address: 201 W Chestnut ST, Dickson, TN 37055  
Phone/Email: 615-446-8041 ecdirector@dicksoncountytn.gov

## **12. Signatures**

By signing below, both parties agree to the terms of this Memorandum of Understanding.

### **Dickson Police Department**

Signature: \_\_\_\_\_  
Name/Title: Don L. Weiss, City of Dickson Mayor  
Date: \_\_\_\_\_

### **Dickson County 911 Emergency Communications District**

Signature: Shauna Heath  
Name/Title: Shauna Heath, 911 Director  
Date: 12-16-25

## Chris Norman

---

**From:** Jotform <noreply@jotform.com>  
**Sent:** Tuesday, December 23, 2025 2:07 PM  
**To:** Chris Norman  
**Subject:** Re: City of Dickson Request for Inclusion on City Council Agenda



### City of Dickson Request for Inclusion on City Council Agenda

Date: 12-23-2025

To request to be included on the agenda for a City of Dickson City Council meeting, please state the nature of the request:

I request to be included on the agenda for a City of Dickson City Council meeting to discuss the Rural Fire District fees and method for calculating the fees assessed.

Name of individual submitting request: J Brandon Jackson

Date of council meeting requested: 01-05-2026

Name of individual or group requesting to appear before the Council: John Brandon Jackson

Address (City/State/Zip): 601 Bruce Rd  
Dickson, TN 37055

Phone Number: (615) 556-5876

Email: jaxonjb@gmail.com

Resident of the City of Dickson?

No

I have read the City of Dickson's Policy For

CHECKED: Yes