

NOVEMBER 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 City Council 7:00 PM	4 Housing Authority 12:00 PM Power Board 5:30 PM	5	6 Gas Authority 7:00 AM	7	8
9 Veterans Day Parade 2:00 PM Veterans Day Concert after parade	10 Water Authority 5:00 PM Airport Authority 6:00 PM	11	12	13	14	15
16	17 Finance & Mgt. 6:00 PM	18 Bd. Of Zoning Appeals 6:00 PM Planning Commission 6:30 PM	19	20 Parks & Rec. Bd. 6:00 PM Community Access 7:00 PM	21	22
23	24	25	26	27 Thanksgiving City Offices Closed Sanitation Routes to be run Dec. 1	28 Thanksgiving City Offices Closed	29 Tree Lighting 5:00 PM Christmas Parade 6:00 PM
30		Notes			Calendar Templates by Vertex42.com https://www.vertex42.com/calendars/ © 2019 Vertex42 LLC. Free to print.	

AGENDA
Dickson City Council
7:00 pm Monday, Nov. 3, 2025
Council Chambers, Dickson City Hall
Mayor Don L. Weiss Jr., O.D. presiding

Call to Order Mayor Weiss

Roll Call City Recorder

Invocation Councilperson Reynolds

Pledge of Allegiance Mayor Weiss

Minutes

1. Oct. 6, 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. Second Reading of RESOLUTION #2025-53: A Resolution to annex certain territory on Valleywood Drive (Map 103, Parcel 088.01) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee
2. Second Reading of RESOLUTION #2025-54: A Resolution to adopt a Plan of Services for the annexation of certain territory on Valleywood Drive (Map 103, Parcel 088.01) by the City of Dickson, Tennessee
3. Second reading of ORDINANCE #1574: An Ordinance amending the Building Code Regulations for the City of Dickson and the Municipal Zoning Code and to adopt the 2024 International Code Council Codes and Standards and applicable editions and other requirements
4. Second reading of ORDINANCE #1575: An Ordinance to rezone property on Cowan Road and Miller Street (Map 110, Parcel 048.00) from B-3 (highway commercial) to R-2

(medium-density residential) and to repeal any ordinance of part of an ordinance in conflict herewith

New Business

1. Administer Oath of Office to Stan Reynolds as Municipal Judge
2. RESOLUTION #2025-82: A Resolution to approve and accept providers for employee group health, dental, vision, life and long-term disability insurance benefits for the year beginning Jan. 1, 2026
3. First reading of ORDINANCE #1576: An Ordinance to amend the Occupational Safety and Health Program Plan for the City of Dickson, Tennessee
4. RESOLUTION #2025-46: A Resolution to approve and authorize the mayor to sign a Construction Manager at Risk Contract with Solomon Builders, Inc. for the aquatic/recreation center project at Henslee Park
5. RESOLUTION #2025-47: A Resolution to approve and authorize the Mayor to sign a Construction Manager at Risk Contract with Hoar Construction, LLC for the Dickson City Center project
6. RESOLUTION #2025-74: A Resolution to approve and authorize the Mayor to sign an Agreement for Services with First Due Holdings, Inc. to provide the Dickson Fire Department access to software for Incident Reporting, Personnel Management, CAD Integration, Training and other services
7. RESOLUTION #2025-75: A Resolution to approve and authorize the Mayor to sign a contract with the Tennessee Department of Disability and Aging for a grant for the City of Dickson Senior Activity Center
8. RESOLUTION #2025-77: A Resolution to approve and authorize the Mayor to sign a proposal from Dickson Restoration, LLC for water damage remediation at the War Memorial Building
9. RESOLUTION #2025-78: A Resolution to approve and authorize the Mayor to sign a proposal from United Structural Systems for encapsulation of the crawlspace at the War Memorial Building
10. RESOLUTION #2025-79: A Resolution to approve and authorize the Mayor to sign a proposal from Batson and Phillips Inc. to replace the HVAC system at the War Memorial Building
11. RESOLUTION #2025-80: A Resolution to approve and authorize the Mayor to sign Individual Project Order 007.3 with Kimley-Horn and Associates to provide Landscape

Architecture and Site Electrical Plans for a proposed City Center under the Master Agreement for Continuing Professional Services

12. RESOLUTION #2025-81: A Resolution to approve and authorize the Mayor to sign Individual Project Order 013.3 with Kimley-Horn and Associates to provide Landscape Architecture and Site Electrical Plans for a proposed aquatic/recreation under the Master Agreement for Continuing Professional Services
13. RESOLUTION #2025-83: A Resolution to approve and authorize the Mayor to sign a Proposal with ECS Southeast, LLC to provide Subsurface Exploration and Geotechnical Engineering Services for the reconstruction of a section of Beasley Drive under the Professional Services Agreement
14. Curtis Brown, 924 Hickory Pointe, request to address council regarding the speed limit on Highway 48
15. Appointments
16. Schedule the Finance and Management Committee meeting for 6:00 pm Monday, Nov. 17, 2025, in the Council Chambers at Dickson City Hall (*agenda deadline noon Nov. 11, 2025*)
17. Announce the next City Council regular session for 7:00 pm Monday, Dec. 1, 2025 (*agenda deadline noon Nov. 24, 2025*)

Other Business

Communication from the Mayor

Adjournment

MINUTES

**Dickson City Council and Beer Board
7:00 pm Oct. 6, 2025
Council Chambers at Dickson City Hall**

The Council of the City of Dickson, Tennessee, met the sixth day of October, 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 7:03 pm.

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

A quorum was present and the following business transacted.

Recorder Chris Norman served as recording secretary.

Others present: City Attorney Jerry 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 Public Works Director Cooper Morris, Public Works Office Coordinator Jessi Starkey, Parks Superintendent Cherie Wilson, Fire Department Training Officer Brent Ham, Stormwater Coordinator Cameron Smith, Dickson County Emergency Communications Director Shauna Atchison and others as indicated on the sign-in sheet.

Invocation

Vice Mayor Epley presented the invocation.

Pledge of Allegiance

Mayor Weiss led the Pledge of Allegiance

CITY COUNCIL

Minutes

1. Sept. 2, 2025, City Council regular session minutes

No discussion.

Motion to approve: Councilperson Outlaw

Second: Councilperson Levine

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

Motion passed 7-0-0

Public Comments

1. In relation to RESOLUTION #2025-53 to annex property on Valleywood Drive, Jody Burgess, 99 Burgess Lane, reiterated his concerns about the increase in traffic, additional sewer output and potential runoff problems, saying he prefers the property remain in the county where larger lot sizes are required and fewer homes can be built. James Perkins, 109 Lakeview Drive, said the issue he previously addressed regarding his father-in-law's property line has been addressed by the developer to his satisfaction.

Old Business

1. **Second reading of ORDINANCE #1572: An Ordinance to amend the City of Dickson Municipal Zoning Ordinance pertaining to Accessory Dwelling Units and to repeal any ordinance or parts of ordinances in conflict herewith**

No discussion.

Motion to approve: Councilperson Sanders

Second: Councilperson Perkins

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

Motion passed 7-0-0

2. **Second reading of ORDINANCE #1573: An Ordinance to amend Article 4, Section 4.120 Standards for Cluster and Residential Developments of the City of Dickson**

Municipal Zoning Ordinance and to repeal any ordinance of parts of ordinances in conflict herewith

No discussion.

Motion to approve: Councilperson Perkins

Second: Vice Mayor Epley

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

Motion passed 7-0-0

3. Second reading of RESOLUTION #2025-49: A Resolution to annex a portion of certain territory on Turkey Creek Road and Highway 46 (Map 129, Parcel 076.03) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee

No discussion.

Motion to approve: Councilperson Levine

Second: Councilperson Perkins

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

Motion passed 7-0-0

4. Second Reading of RESOLUTION #2025-50: A Resolution to adopt a Plan of Services for the annexation of a portion of certain territory at Turkey Creek Road and Highway 46 (Map 129, Parcel 076.03) by the City of Dickson, Tennessee

No discussion.

Motion to approve: Councilperson Outlaw

Second: Councilperson Sanders

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)				X
Kyle Sanders (2 nd)	X			
Stacey Levine (3 rd)	X			

Horace Perkins III (3 rd)	X
Dwight Haynes (4 th)	X
Michael Outlaw (4 th)	X

Motion passed 7-0-0

5. Second Reading of RESOLUTION #2025-51: A Resolution to annex certain territory on Eno Road (Map 110, Parcel 018.08) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee

No discussion.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

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

Motion passed 6-0-1

6. Second Reading of RESOLUTION #2025-52: A Resolution to adopt a Plan of Services for the annexation of certain territory on Eno Road (Map 110, Parcel 018.08) by the City of Dickson, Tennessee

No discussion.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

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

Motion passed 6-0-1

7. First Reading of RESOLUTION #2025-53: A Resolution to annex certain territory on Valleywood Drive (Map 103, Parcel 088.01) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee

No discussion.

Motion to approve: Councilperson Sanders

Second: Councilperson Reynolds

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

Motion passed 5-2-0

8. First Reading of RESOLUTION #2025-54: A Resolution to adopt a Plan of Services for the annexation of certain territory on Valleywood Drive (Map 103, Parcel 088.01) by the City of Dickson, Tennessee

No discussion.

Motion to approve: Councilperson Sanders

Second: Councilperson Reynolds

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

Motion passed 6-1-0

9. RESOLUTION #2025-58: A Resolution to approve and authorize the Mayor to sign a Lease Agreement with the Economic and Housing Development Corporation of Dickson County, Tennessee, and 841 Cowan Road LP to accept Payments in Lieu of Taxes

No discussion.

Motion to approve: Councilperson Haynes

Second: Councilperson Outlaw

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

Motion passed 5-2-0

ADJOURNMENT – SINE DIE

Mayor Weiss adjourned the Council session sine die to swear in the members elected in the Sept. 11, 2025, municipal election.

Call to Order the Newly Elected City Council

Mayor Don L. Weiss Jr. called the meeting to order at 7:18 pm.

1. City Attorney Jerry Smith administered the Oath of Office to:

- First Ward Councilperson Jason Epley
- Second Ward Councilperson Kyle Sanders
- Third Ward Councilperson Stacey Levine
- Fourth Ward Councilperson Michael Outlaw

Roll Call	Present	Absent
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Mayor

Don L Weiss Jr.	X	
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City Council (Ward)

Jason Epley (1 st)	X	
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Brett Reynolds (1 st)	X	
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Shane Chandler (2 nd)		X
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Kyle Sanders (2 nd)	X	
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Stacey Levine (3 rd)	X	
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Horace Perkins III (3 rd)	X	
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Dwight Haynes (4 th)	X	
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Michael Outlaw (4 th)	X	
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A quorum was present and the following business transacted.

BEER BOARD

1. Application for a Class II (off-premises) permit for Madison St. Vape LLC d/b/a Dickson Vape & Smoke, 402 Highway 46 S., owner Sam Rezk Simon (new permit)

Councilperson Outlaw inquired about the business's employee training program.

Motion to approve: Councilperson Levine

Second: Councilperson Perkins

Roll Call	Yes	No	Abstain	Absent
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Jason Epley (1 st)	X			
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Brett Reynolds (1 st)	X			
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Shane Chandler (2 nd)				X
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Kyle Sanders (2 nd)	X			
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Stacey Levine (3 rd)	X			
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Horace Perkins III (3 rd)	X			
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Dwight Haynes (4 th)			X	
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Michael Outlaw (4 th)	X			
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Motion passed 6-0-1

CITY COUNCIL

Public Hearings

1. **ORDINANCE #1574: An Ordinance amending the Building Code Regulations for the City of Dickson and the Municipal Zoning Code and to adopt the 2024 International Code Council Codes and Standards and applicable editions and other requirements**
Office of Planning and Zoning Director Pilkinton said the city is currently operating under the 2018 ICC Codes and Standards and is required by statute to adopt a version published within seven years.
2. **ORDINANCE #1575: An Ordinance to rezone property on Cowan Road and Miller Street (Map 110, Parcel 048.00) from B-3 (highway commercial) to R-2 (medium-density residential) and to repeal any ordinance of part of an ordinance in conflict herewith**

Administrator Travis said the Tennsco Corp. plans to build affordable housing for some of its employees on the property. Gary Singleton said Tennsco plans to build 2-, 3- and 4-bedroom affordable housing and connect the sidewalk from Miller Street to Cowan Road.

New Business

1. **RESOLUTION #2025-71: A Resolution to approve a proposal for Property & Crime, Liability and Workers Compensation Insurance policies for 2026 with Public Entity Partners with Morrison & Fuson Insurance Agency, Inc. as Agent of Record**

Marshall Fuson of Morrison and Fuson Insurance Agency, Inc. presented the proposed policies with Public Entity Partners.

Motion to approve: Councilperson Sanders

Second: Councilperson Perkins

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

Motion passed 7-0-0

2. **First reading of ORDINANCE #1574: An Ordinance amending the Building Code Regulations for the City of Dickson and the Municipal Zoning Code and to adopt the 2024 International Code Council Codes and Standards and applicable editions and other requirements**

No discussion.

Motion to approve: Councilperson Perkins

Second: Councilperson Sanders

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

Brett Reynolds (1 st)	X	
Shane Chandler (2 nd)		X
Kyle Sanders (2 nd)	X	
Stacey Levine (3 rd)	X	
Horace Perkins III (3 rd)	X	
Dwight Haynes (4 th)	X	
Michael Outlaw (4 th)	X	

Motion passed 7-0-0

3. First reading of ORDINANCE #1575: An Ordinance to rezone property on Cowan Road and Miller Street (Map 110, Parcel 048.00) from B-3 (highway commercial) to R-2 (medium-density residential) and to repeal any ordinance of part of an ordinance in conflict herewith

No discussion.

Motion to approve: Councilperson Haynes

Second: Councilperson Outlaw

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

Motion passed 7-0-0

4. RESOLUTION #2025-63: A Resolution to approve and authorize the Mayor to sign a Master Services Agreement with Southern Architecture Workshop LLC to provide on-call architecture services for the City of Dickson, Tennessee

Administrator Travis said the agreement will give the city an architecture firm under contract for future projects over a five-year period.

Motion to approve: Councilperson Reynolds

Second: Vice Mayor Epley

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

Motion passed 7-0-0

5. RESOLUTION #2025-64: A Resolution to approve and authorize the Mayor to sign a Project Addendum with Southern Architecture Workshop LLC to provide design services for an aquatic/recreational center under a Master Services Agreement

Administrator Travis said the Project Addendum authorizes SAW to begin design work for the aquatic center project in Henslee Park.

Motion to approve: Councilperson Reynolds

Second: Councilperson Perkins

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

Motion passed 7-0-0

6. RESOLUTION #2025-65: A Resolution to approve and authorize the Mayor to sign a Project Addendum with Southern Architecture Workshop LLC to provide design services for a City Center under a Master Services Agreement

Administrator Travis said the Project Addendum authorizes SAW to begin design work for the City Center project.

Motion to approve: Councilperson Outlaw

Second: Vice Mayor Epley

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

Motion passed 7-0-0

7. RESOLUTION #2025-67: A Resolution accepting and authorizing the Mayor to sign a grant contract with the Tennessee Highway Safety Office

Administrator Travis said the \$32,000 grant is to fund DUI enforcement in the Dickson Police Department.

Motion to approve: Councilperson Outlaw

Second: Councilperson Perkins

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)				X

Kyle Sanders (2 nd)	X
Stacey Levine (3 rd)	X
Horace Perkins III (3 rd)	X
Dwight Haynes (4 th)	X
Michael Outlaw (4 th)	X

Motion passed 7-0-0

8. RESOLUTION #2025-68 – A Resolution to approve and authorize the Mayor to sign a proposal for Environmental Services for the City Center project under a Professional Services Agreement with ECS Southeast, LLC

Administrator Travis said the proposal will include an environmental assessment and hazardous materials assessment for the City Center project.

Motion to approve: Vice Mayor Epley

Second: Councilperson Outlaw

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

Motion passed 7-0-0

9. RESOLUTION #2025-69 – A Resolution to approve and authorize the Mayor to sign proposals for Environmental Services for the Aquatic/Recreation Center project under a Professional Services Agreement with ECS Southeast, LLC

Administrator Travis said the proposal will include an environmental assessment for the aquatic center project.

Motion to approve: Councilperson Perkins

Second: Councilperson Outlaw

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

Motion passed 7-0-0

10. RESOLUTION #2025-70: A Resolution to approve Change Order No. 1 to the contract with Yoders Roofing to replace the skylights in the roof of the Fleet Maintenance Building

Administrator Travis said during the repairs to the roof of the Fleet Maintenance Building it was determined the skylights need to be replaced at a cost of \$1,200.

Motion to approve: Councilperson Reynolds

Second: Councilperson Levine

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

Motion passed 7-0-0

11. RESOLUTION #2025-73: A Resolution to approve and authorize the Mayor to sign a Project Addendum with Southern Architecture Workshop LLC to provide evaluation services for water damage at the War Memorial Building under a Master Services Agreement

Administrator Travis said the Project Addendum will develop a proposal for addressing roof issues and water damage in the War Memorial Building.

Motion to approve: Councilperson Outlaw

Second: Councilperson Perkins

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

Motion passed 7-0-0

12. Discussion on Highway 48 speed limit

Councilperson Haynes inquired about whether an engineering study was performed prior to the Council's previous vote to reduce the speed limit on Highway 48 from Eno Road to the City Limits from 45 mph to 30 mph. Administrator Travis said the administration checked with the Tennessee Department of Transportation and has previously reduced the speed limit on state highways including Highway 46 and Highway 47.

13. Appointments

Mayor Weiss nominated Councilperson Epley to serve as vice mayor.

Motion to approve: Councilperson Haynes

Second: Councilperson Outlaw

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

Motion passed 6-0-1

Mayor Weiss nominated Jerry Smith to serve as city attorney.

Motion to approve: Councilperson Reynolds

Second: Vice Mayor Epley

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

Motion passed 7-0-0

Mayor Weiss nominated Ross Smith to serve as assistant city attorney.

Motion to approve: Councilperson Reynolds

Second: Councilperson Levine

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

Motion passed 7-0-0

Mayor Weiss nominated Stan Reynolds to serve as municipal court judge.

Motion to approve: Councilperson Sanders

Second: Councilperson Outlaw

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)				X
Kyle Sanders (2 nd)	X			

Stacey Levine (3 rd)	X
Horace Perkins III (3 rd)	X
Dwight Haynes (4 th)	X
Michael Outlaw (4 th)	X

Motion passed 7-0-0

Mayor Weiss nominated all current department heads for re-appointment:

City Administrator	David Travis
Treasurer	Tammy Dotson
Tax Collector	Angie Brown
Public Works Director	Bret Stock
Planning and Zoning Director	Jason Pilkinton
Recorder	Chris Norman
Municipal Court Clerk	Gina Swaner
Police Chief	Seth Lyles
Fire Chief	Richard Greer
Senior Activity Center Director	Joan Rial

Motion to approve: Vice Mayor Epley

Second: Councilperson Perkins

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

Motion passed 7-0-0

Mayor Weiss nominated Brandon Cardwell, Vice Mayor Epley and Councilperson Sanders for re-appointment to the Municipal Planning Commission.

Motion to approve: Councilperson Perkins

Second: Councilperson Haynes

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

Motion passed 7-0-0

Mayor Weiss nominated Councilperson Outlaw to serve on the Water Authority of Dickson County board of directors.

Motion to approve: Councilperson Haynes

Second: Vice Mayor Epley

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

Motion passed 7-0-0

Mayor Weiss nominated David Brown for re-appointment and Dr. John Stritikus to complete the term of Johnnie Morris on the Board of Zoning Appeals.

Motion to approve: Councilperson Reynolds

Second: Councilperson Outlaw

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

Motion passed 7-0-0

Mayor Weiss nominated Warner Taylor and Cynthia Hernandez for re-appointment to the Tree Management and Beautification Board.

Motion to approve: Councilperson Levine

Second: Councilperson Perkins

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

Motion passed 7-0-0

Mayor Weiss nominated Andrew Moore to complete the term on Nikki Holland on the Community Access Programming Committee.

Motion to approve: Vice Mayor Epley

Second: Councilperson Sanders

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

Motion passed 7-0-0

Mayor Weiss nominated various committee and board appointments:

Cemetery Committee	Dwight Haynes Michael Outlaw Horace Perkins
Classification/Compensation Committee	Mayor Weiss David Travis Tammy Dotson Seth Lyles (alternate) Richard Greer (alternate)
Safety Committee	Cameron Smith Robby Street Chad Fussell Cherie Wilson
Sick Leave Bank Trustees	Tammy Dotson Richard Greer Kyle Sanders
Title VI Advisory Committee	David Travis Richard Greer Tammy Dotson Jason Pilkinton Gina Swaner Seth Lyles (alternate)
South Central TN Railroad Authority	David Travis (mayor's designee)
Solid Waste Regional Board	David Travis

Motion to approve: Vice Mayor Epley

Second: Councilperson Levine

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)				X
Kyle Sanders (2 nd)	X			

Stacey Levine (3 rd)	X
Horace Perkins III (3 rd)	X
Dwight Haynes (4 th)	X
Michael Outlaw (4 th)	X

Motion passed 7-0-0

14. Schedule the Finance and Management Committee meeting

Mayor Weiss scheduled the Finance and Management Committee meeting for 6:00 pm Monday, Oct. 20, 2025, in the Council Chambers at Dickson City Hall (*agenda deadline noon Oct. 14, 2025*)

15. Announce the next City Council regular session

Mayor Weiss announced the next City Council regular session will be 7:00 pm Monday, Nov. 3, 2025 (*agenda deadline noon Oct. 28, 2025*)

Other Business/ Communication from the Mayor

1. Mayor Weiss announced the City has been notified by the Tennessee Office of the Comptroller that the FY2025-2026 budget has been approved.
2. Dickson Middle School cross country volunteer assistant coach Jim Todd recognized DMS 8th grader Tristan Gilliland for finishing 59th out of 133 runners in the Tennessee Middle School Athletic Association Class AA State Championship with a personal best time of 13:00.45.
3. Mayor Weiss recognized members of the Leadership Dickson County class of 2026 in attendance.
4. Mayor Weiss updated the council on former Council member Linda Chamber's recovery from surgery.
5. Mayor Weiss informed the council that former Emergency Communications Department employee Larry Bruce has passed away.
6. Mayor Weiss announced the Henslee Park Splash Pad will close Oct. 20, Dickson County High School's Homecoming Parade will be Oct. 31, the Haunting at Henslee will be Oct. 31 and BooFest will be Oct. 25.
7. Administrator Travis said the Parks and Recreation Advisory Board is working with Kimley-Horn to update the parks master plan and is currently conducting an online survey in which residents can express their desires for parks improvements.

Adjournment

With no other business to come before the council, Mayor Weiss adjourned the meeting at 8:26 pm without objection.

ATTEST:

Chris Norman, RECORDER

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

RESOLUTION #2025-53

A RESOLUTION TO ANNEX CERTAIN TERRITORY ON VALLEYWOOD DRIVE (MAP 103, PARCEL 088.01) UPON WRITTEN CONSENT OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF DICKSON, TENNESSEE

WHEREAS, the City of Dickson, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory into the city limits; and

WHEREAS, the owners of all property within the territory proposed for annexation have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Dickson to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this resolution also was published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Dickson, and by publishing notice of the resolution at or about the same time in the Dickson Post, a newspaper of general circulation in such territory and the City of Dickson; and

WHEREAS, a plan of services for the area proposed for annexation is contained in Resolution #2025-54, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Dickson Municipal Planning Commission for study, and it has recommended the same; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published in a newspaper of general circulation in the City of Dickson not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the governing body on September 2, 2025.

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

- A. That the following territory is hereby annexed and incorporated into boundaries of the City of Dickson, to be effective as of November 4, 2025, to wit:

Grove Land Property Management, LLC.
Valleywood Dr
± 27.71 Acres

Lying and being in the Fifth Civil District of Dickson County, State of Tennessee, and being more particularly described as follows:

Beginning at an existing iron rod at the southeast corner of the Weyman C. Lewis property in a western boundary line of the Town of Dickson, Tennessee, property; thence along boundary lines of the Town of Dickson to points as follows:

South 47 degrees 56 minutes 25 seconds East 32.84 feet to an existing iron pipe; South 12 degrees 37 minutes 58 seconds West 188.27 feet to an existing concrete marker; South 13 degrees 09 minutes 47 seconds East 211.41 feet to an existing iron rod; South 13 degrees 12 minutes 41 seconds East 251.43 feet to an existing iron rod at the northeast corner of the William B. Burgess et ux property; thence along boundary lines of the Burgess property and with a fence line to points as follows: South 76 degrees 52 minutes 37 seconds West 974.92 feet to an existing concrete marker; South 41 degrees 56 minutes 48 seconds East 647.35 feet to an iron rod set on the north side of Valleywood Drive, said point being a northwest corner of the Robert Wayne Mathis et ux property; thence with a western boundary line of the Mathis property and crossing Valleywood Drive, South 41 degrees 56 minutes 48 seconds East 52.65 feet to an iron rod set on the south side of Valleywood Drive; thence continuing along a northern boundary line of the Mathis property, South 77 degrees 04 minutes 55 seconds West 461.82 feet to an iron rod set in the northeastern boundary line of Lot 35 of the West Meade Subdivision; thence crossing Valleywood Drive and along the northeast boundary line of Lot 35 and then Lot 76 of the West Meade Subdivision, North 42 degrees 13 minutes 55 seconds West 320.28 feet to an existing iron rod at the southeast corner of the Elbert H. Wright et ux property; thence along the northeast boundary line of the Wright property, North 42 degrees 13 minutes 55 seconds West 117.62 feet to an existing concrete marker at the southeast corner of the Larry Hough et ux property; thence along boundary lines of the Hough property to points as follows: North 42 degrees 14 minutes 54 seconds West 262.26 feet to an existing iron rod; North 42 degrees 17 minutes 14 seconds West 342.84 feet to an existing angle iron; thence continuing along an eastern boundary line of the Hough property with a fence line, North 11 degrees 38 minutes 32 seconds West 407.65 feet to a wood fence post at the southwest corner of the Lewis property; thence along the south boundary line of the Lewis property and with a fence line North 78 degrees 31 minutes 14 seconds East 1,659.68 feet to the point of beginning, according to a survey of Bledsoe, Adams & Christy Engineering and Surveying, LLC, 3383 N. Highway 48, Charlotte, Tennessee, Phillip Darrin Christy, Tennessee Registered Land Surveyor No. 1821, dated September 1, 2004.

- B. That the plan of services for this territory which is contained in Resolution #2025-54 is approved and the same is hereby adopted.
- C. That this territory shall be included in the 3rd Ward, and zoned R-1.
- D. That the Mayor shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Mayor of Dickson County.

- E. That a signed copy of this resolution shall be recorded with the Dickson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Dickson County Assessor of Property.
- F. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.
- G. That a revised map of the voting precincts shall be sent to the Office of Local Government and to the Office of Management Information Services for the Tennessee General Assembly, following adoption of this resolution.
- H. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

WHEREUPON, the Mayor declared the resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

VOTE OF THE CITY COUNCIL

For: _____ **Against:** _____

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

ATTEST:

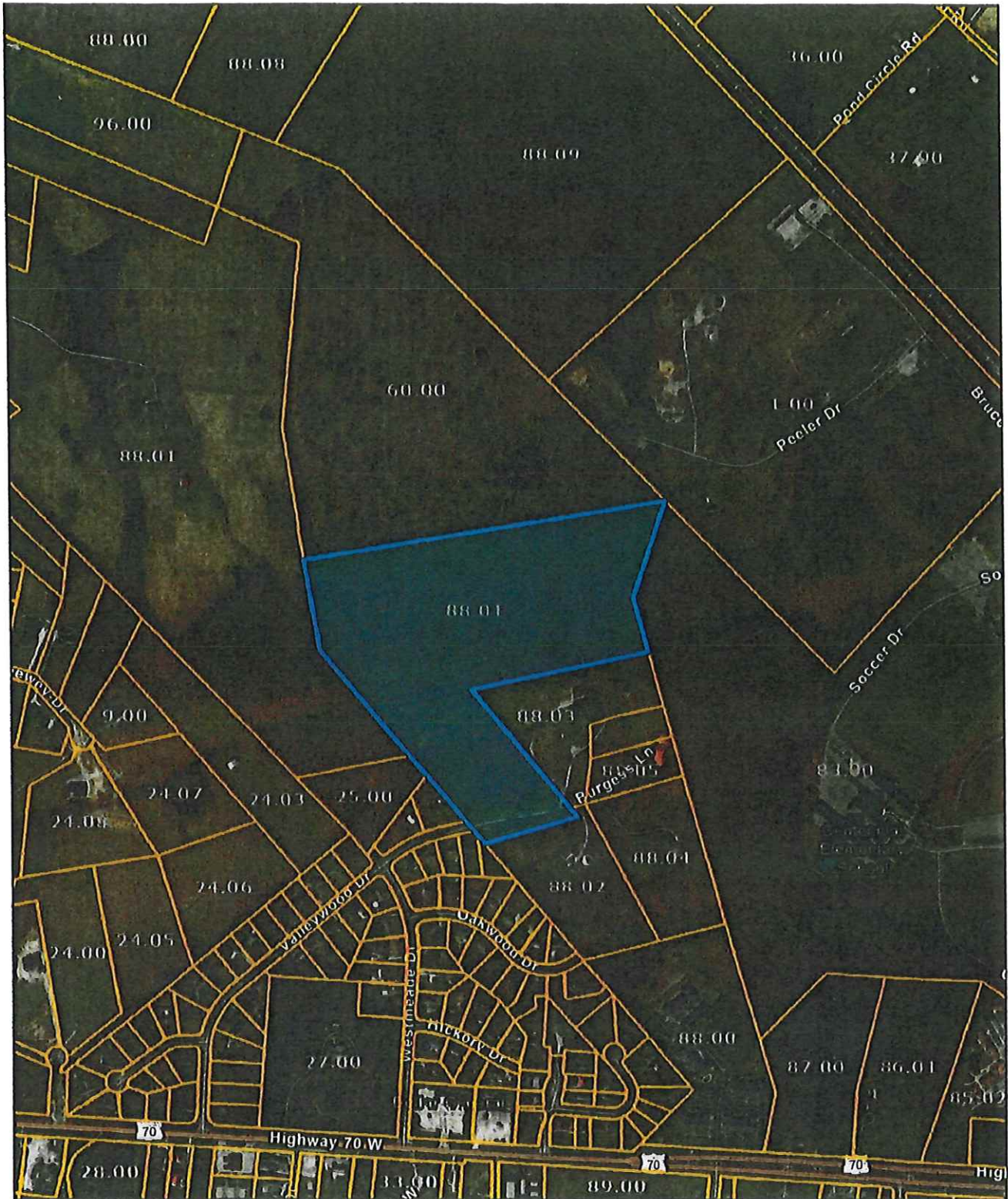
Chris Norman, RECORDER

Public Hearing: Oct. 6, 2025
Passed First Reading: Oct. 6, 2025
Passed Second Reading: Nov. 3, 2025

Approved as to Form and Legality this 3rd day of November, 2025

City Attorney

Dickson County - Parcel: 103 088.01



Date: May 23, 2025

County: DICKSON
Owner: HOUGH LARRY ETUX LESLIE
Address: N/HWY 70
Parcel ID: 103 088.01
Deeded Acreage: 27.71
Calculated Acreage: 0
Vexcel Imagery Date: 2023

1:9,028
0 0.05 0.1 0.2 mi
0 0.1 0.2 0.4 km
State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

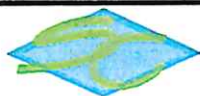


LEGEND

- PARCEL BOUNDARY
 - - - - - APPROXIMATE MUNICIPAL BOUNDARY

SOURCE: GOOGLE MAPS

FIGURE 1: VICINITY MAP

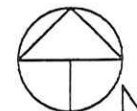


Southern Consulting

Engineering • Environmental Services
Materials Testing • Surveying

**HUH PROPERTY
ANNEXATION**

SCALE: N.T.S.
DATE: 05/23/2025





Southern Consulting

Engineering • Materials Testing • Environmental Services

pd 5.21-250

May 23, 2025

Mr. Jason Pilkington
Director
City of Dickson
Planning and Zoning Department
600 East Walnut Street
Dickson, TN 37055

RE: Annexation Request; Huh Parcel, Map 103, Parcel 088.01

Dear Jason:

Please see attached the required information for the above referenced parcel to be annexed in the city of Dickson. The attached information includes the following:

1. Written request from the owner
2. Deed
3. Tax Map of Parcel Map 103, Parcel 088.01
4. Vicinity Map
5. Preliminary Concept Plan

Should you require additional information, please let me know.

Sincerely,
SOUTHERN CONSULTING

Trent B. Smith, P.E.
Project Manager

Mr. Kevin Huh
3389 Shady Grove Road
Clarksville, TN 37043

May 23, 2025

Mr. Jason Pilkington
Director
City of Dickson
Planning and Zoning Department
600 East Walnut Street
Dickson, TN 37055

RE: Annexation Request; Huh Parcel, Map 103, Parcel 088.01

Dear Mr. Pilkington,

I am writing to request that my parcel located on Valleywood Drive be annexed into the city of Dickson. All required information for the application will be provided to you by Southern Consulting. I am working to develop this parcel for single family residences under the city's R-1 zoning designation.

If you have questions, I may be reached at 615.542.6531.

Sincerely,

Kevin Huh

A handwritten signature in black ink, appearing to be 'KH' followed by a long horizontal line.

5/23/2025

RESOLUTION #2025-54

A RESOLUTION TO ADOPT A PLAN OF SERVICES FOR THE ANNEXATION OF TERRITORY ON VALLEYWOOD DRIVE (MAP 103, PARCEL 088.01) BY THE CITY OF DICKSON, TENNESSEE

WHEREAS, Tennessee Code Annotated § 6-51-102 requires that a plan of services be adopted by the municipal governing body prior to passage of an annexation ordinance; and

WHEREAS, the area proposed for annexation to the City of Dickson is within the City's Urban Growth Boundary, as required by law, and is described as follows:

Grove Land Property Management, LLC.
Valleywood Dr
± 27.71 Acres

Lying and being in the Fifth Civil District of Dickson County, State of Tennessee, and being more particularly described as follows:

Beginning at an existing iron rod at the southeast corner of the Weyman C. Lewis property in a western boundary line of the Town of Dickson, Tennessee, property; thence along boundary lines of the Town of Dickson to points as follows:

South 47 degrees 56 minutes 25 seconds East 32.84 feet to an existing iron pipe; South 12 degrees 37 minutes 58 seconds West 188.27 feet to an existing concrete marker; South 13 degrees 09 minutes 47 seconds East 211.41 feet to an existing iron rod; South 13 degrees 12 minutes 41 seconds East 251.43 feet to an existing iron rod at the northeast corner of the William B. Burgess et ux property; thence along boundary lines of the Burgess property and with a fence line to points as follows: South 76 degrees 52 minutes 37 seconds West 974.92 feet to an existing concrete marker; South 41 degrees 56 minutes 48 seconds East 647.35 feet to an iron rod set on the north side of Valleywood Drive, said point being a northwest corner of the Robert Wayne Mathis et ux property; thence with a western boundary line of the Mathis property and crossing Valleywood Drive, South 41 degrees 56 minutes 48 seconds East 52.65 feet to an iron rod set on the south side of Valleywood Drive; thence continuing along a northern boundary line of the Mathis property, South 77 degrees 04 minutes 55 seconds West 461.82 feet to an iron rod set in the northeastern boundary line of Lot 35 of the West Meade Subdivision; thence crossing Valleywood Drive and along the northeast boundary line of Lot 35 and then Lot 76 of the West Meade Subdivision, North 42 degrees 13 minutes 55 seconds West 320.28 feet to an existing iron rod at the southeast corner of the Elbert H. Wright et ux property; thence along the northeast boundary line of the Wright property, North 42 degrees 13 minutes 55 seconds West 117.62 feet to an existing concrete marker at the southeast corner of the Larry Hough et ux property; thence along boundary lines of the Hough property to points as follows: North 42 degrees 14 minutes 54 seconds West 262.26 feet to an existing iron rod; North 42 degrees 17 minutes 14 seconds West 342.84 feet to an existing angle iron; thence continuing along an eastern boundary line of the Hough property with a fence line, North 11 degrees 38 minutes 32 seconds West 407.65 feet to a wood fence post at the southwest corner of the Lewis property; thence along the south boundary line of the Lewis property and with a fence line North 78 degrees 31 minutes 14 seconds East 1,659.68 feet to the

point of beginning, according to a survey of Bledsoe, Adams & Christy Engineering and Surveying, LLC, 3383 N. Highway 48, Charlotte, Tennessee, Phillip Darrin Christy, Tennessee Registered Land Surveyor No. 1821, dated September 1, 2004.

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

SECTION 1. Pursuant to the provisions of T.C.A. § 6-51-102, there is hereby adopted, for the area bounded as described above, the following plan of services:

A. Police

1. Patrol, response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.
2. One additional officer and one additional patrol car will be added to continue the present level of police services throughout the city, including the newly annexed area.
3. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as needed, based on a thorough study and adherence to relevant traffic engineering standards.

B. Fire Services

1. Fire protection by the present personnel and equipment of the fire department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.
2. No additional personnel, fire engines, or auxiliary equipment will be allocated to the fire department to maintain current standards throughout the entire city, including the annexed area.
3. No additional station(s) will be constructed to serve the annexed area.
4. (1) Brush Truck requested.

C. Streets

1. Emergency street maintenance will begin on the effective date of annexation.
2. Routine maintenance, on the same basis as in the existing city, will begin in the annexed area when state shared street aid funds begin to be received based on the annexed population. (July 1 following the annexation effective date.)
3. Reconstruction and resurfacing of streets, installation of storm drainage systems, and construction of curbs, gutters, and sidewalks will be carried out in accordance with existing city policies.
4. Regular cleaning of streets with curbs and gutters will begin after the effective date of annexation on the same basis as in the existing city.

D. Inspections and Code Enforcement

1. Any inspection services now conducted by the city (building, plumbing, electrical, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation.

E. Planning and Zoning

1. The city's planning and zoning jurisdiction will extend to the annexed area as of the effective date of annexation. City planning jurisdiction and regulation will thereafter encompass the entire annexed area. The annexation ordinance will temporarily zone all property in the annexed area as R-1, 3rd Ward.

F. Street Lighting

1. Street lights will be installed in substantially developed commercial and residential areas at the will of the City Council, using the prevailing standards in the existing city.

G. Recreation

1. Residents of the annexed area may use all city recreational facilities, parks, ball fields, etc., on the effective date of annexation. The prevailing standards and policies currently in use in the existing city will be applied to expand the recreational and program facilities in the enlarged city.

SECTION 2. This Resolution shall become effective from and after its adoption on second reading.

Approved and adopted this 3rd day of November, 2025.

ATTEST:

Chris Norman, RECORDER

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

Public Hearing: Oct. 6, 2025
Passed First Reading: Oct. 6, 2025
Passed Second Reading: Nov. 3, 2025

ORDINANCE #1574

AN ORDINANCE AMENDING THE BUILDING CODE REGULATIONS FOR THE CITY OF DICKSON AND THE MUNICIPAL CODE AND TO ADOPT THE 2024 ICC CODE & APPLICABLE EDITIONS AND OTHER REQUIREMENTS

WHEREAS, the International Code Council has effectively replaced the Southern Building Code Congress International and has developed model codes for construction and property development; and

WHEREAS, it is the desire of the City of Dickson to ensure that the construction of buildings, internal and external layouts of buildings, plumbing, energy conservation, life safety, accessibility, maintenance of existing housing, excavation, and other similar activities are conducted according to federal, state, and local standards.

Now, therefore, **BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that Title 12 of the Dickson Municipal Code be deleted in its entirety and replaced with the new Title 12 attached hereto.

This Ordinance shall take effect immediately after passage on second and final reading, the public welfare requiring it.

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

ATTEST:

Chris Norman, RECORDER

Public Hearing:	<u>Oct. 6, 2025</u>
Passed First Reading:	<u>Oct. 6, 2025</u>
Passed Second Reading:	<u>Nov. 3, 2025</u>

TITLE 12
BUILDING, UTILITY, ETC., CODES

CHAPTER

1. INTERNATIONAL BUILDING CODE
2. INTERNATIONAL RESIDENTIAL CODE
3. INTERNATIONAL PLUMBING CODE
4. INTERNATIONAL EXISTING BUILDING CODE
5. INTERNATIONAL ENERGY CONSERVATION CODE
6. EXCAVATION AND GRADING CODE
7. INTERNATIONAL PROPERTY MAINTENANCE CODE
8. ACCESSIBLE BUILDING AND FACILITIES CODE
9. INTERNATIONAL FIRE CODE
10. INTERNATIONAL FUEL GAS CODE & INTERNATIONAL MECHANICAL CODE
11. NATIONAL ELECTRICAL CODE
12. STORMWATER

¹ Municipal code references

Fire protection, fireworks, and explosives: title 7
Planning and zoning: title 14
Streets and other public ways and places: title 16

CHAPTER I

BUILDING CODE¹

SECTION

- 12-101 Building Code Adopted
- 12-102 Modifications
- 12-103 Permit Fees
- 12-104 Available in Recorder's Office
- 12-105 Violations

12-101 INTERNATIONAL BUILDING CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, and for the provisions of regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenance connected or attached to such buildings or structures, and the scope and purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress, facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations, the International Building Code, 2024 edition, as prepared and adopted by International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the International Building Code, and to delete all span charts for Southern Yellow Pine and add attached span chart for replacement: (R502.1(1), R502.3.1(2), R502.3.3(1), R502.5(1), R502.5(2), R802.4(1), R802.4(1), R802.4(2), R802.5.1(1), R802.5.1(2), R802.5.1(3), R802.5.1(4), R802.5.1(5), R802.5.1(6), R802.5.1(7), R802.5.1(8)

12-102 MODIFICATIONS

Whenever the building code refers to the "Chief Appointing Authority" or the "Building Official", it shall be deemed to be a reference to the city council of the City of Dickson. When the "Building Official" or "Director of Planning and Zoning" is named it shall, for the purposes of the International Building Code, mean such person as the city council shall have appointed or designated to administer and enforce the provisions of the International Building Code.

Add the following after the first sentence of section 3303.1:

Residential demolition projects shall be completed within 30 days from the date of permit issuance. Non-residential demolition projects shall be completed within 60 days from date of permit issuance. Additional time may be scheduled if requested by the applicant, if in the opinion of the building official, such request is reasonable given the circumstances of the demolition project.

12-103 PERMIT FEES

The recommended schedule of permit fees set forth in Appendix "B" of the 1997 edition of the S.B.C.C.I is hereby adopted as the city's permit fee schedule. The most current building valuation data published by International Code Council, Inc. shall be used for evaluations.

DEMOLITION FEE

For the demolition of any one- or two-family residential building or accessory structures, the fee shall be \$100.00. All other structures shall be \$250.00.

A re-inspection fee of \$50.00 will apply to anyone that fails any required inspection on all phases of construction.

12-104 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Building Code has been placed on file in the recorder's office and shall be kept there for the use and inspection to the public

12-105 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provision of the International Building Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTER2

RESIDENTIAL BUILDING CODE

SECTION

- 12-201 Building Code Adopted
- 12-202 Modifications
- 12-203 Permit Fees
- 12-204 Available in Recorder's Office
- 12-205 Violations

12-201 INTERNATIONAL RESIDENTIAL CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, and for the provisions of regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one-and two-family dwellings and townhouses not more than three stories above grade in height with a separate means of egress and their accessory structures, and the scope and purpose of this code is to provide minimum requirements to safeguard the public safety, health and general welfare through affordability, structural, strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment of every building or structure or any appurtenance connected or attached to any building or structure, the International Residential Code for One and Two- Family Dwellings, 2024 edition, as prepared and adopted by International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the International Residential Code, and which shall include Appendix G, and delete section(s): R313.2, R313.2.1 (regarding sprinklers), and to delete all span charts for Southern Yellow Pine and add attached span chart for replacement: (R502.1(1), R502.3.1(2), R502.3.3(1), R502.5(1), R502.5(2), R802.4(1), R802.4(1), R802.4(2), R802.5.1(1), R802.5.1(2), R802.5.1(3), R802.5.1(4), R802.5.1(5), R802.5.1(6), R802.5.1(7), R802.5.1(8). Notwithstanding the adopted standards referenced in the IRC 2018 edition, the most current Chapter 0780-02-23, Rules of the Tennessee Departments of Commerce and Insurance, Division of Fire Prevention, is hereby also adopted by reference the minimum codes and standards for one-and two-family dwellings and townhouses with referenced exceptions stated therein.

12-202 MODIFICATIONS

Whenever the International Residential Code refers to the "Chief Appointing Authority" or the "Building Official," it shall be deemed to be a reference to the city council of the City of Dickson. When the "Building Official" or "Director of Planning and Zoning" is named it shall, for the purposes of the International Residential Code, mean such person as the city council shall have appointed or designated to administer and enforce the provisions of the International Residential Code.

12-203 PERMIT FEES

The recommended schedule of permit fees set forth in Appendix "B" of the 1997 edition of the S.B.C.C.I is hereby adopted as the city's permit fee schedule. The current building valuation Data published by International Code Council, Inc. shall be used.

12-204 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Residential Code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-205 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provision of the International Residential Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTER3

PLUMBING CODE¹

SECTION

- 12-301 Plumbing Code Adopted
- 12-302 Modifications
- 12-303 Permit Fees
- 12-304 Available in Recorder's Office
- 12-305 Violations

12-301 INTERNATIONAL PLUMBING CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506 and for the provisions of regulating the erection, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of plumbing systems within this jurisdiction, this code shall also regulate nonflammable medical gas, inhalation anesthetic, vacuum piping, non-medical oxygen systems and sanitary and condensate vacuum collections systems. The purpose of this code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of plumbing equipment and systems and the appurtenances thereto, within or without the City of Dickson, when such plumbing is or is to be connected with the water or sewerage systems, the International Plumbing Code,² 2024 edition, as prepared and adopted by the International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the International Plumbing Code.

¹Municipal Code references

Street excavations: title 16

12-302 MODIFICATIONS

Whenever the International Residential Code refers to the "Chief Appointing Authority" or the "Code Official," it shall be deemed to be a reference to the city council of the City of Dickson. When the "Code Official" or "Director of Planning and Zoning" is named or referred to, it shall mean such person appointed or designated by the city council to administer and enforce the provisions of the International Plumbing Code.

12-303 PERMIT FEES

The recommended schedule of permit fees set forth in Appendix "A" of the 2006 edition of the International Plumbing Code is hereby amended and adopted as follows:

For issuing permit

\$50.00

For each plumbing fixture	\$ 5.00
For each building sewer	\$10.00
For each building sewer having to be replaced or repaired	\$10.00
For each water heater and/or vent	\$ 5.00
For installation, alteration or repair of water piping and/or water treating equipment	\$10.00
For repair or alteration of drainage or vent piping	\$10.00
For vacuum breakers or backflow protective devices installed subsequent to the installation of the piping or equipment served	\$ 5.00
One to Five	\$ 5.00
Over Five, each	\$ 3.00
Re-inspection fee is an additional	\$100.00

12-304 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Plumbing Code had been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-305 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provision of the International Plumbing Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTER4

EXISTING BUIDLING CODE

SECTION

- 12-401 Existing Building Code Adopted
- 12-402 Modifications
- 12-403 Available in Recorder's Office
- 12-404 Violations

12-401 INTERNATIONAL EXISTING BUILDING CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, and for the provisions and scope of this code shall apply to the repair, alteration, change of occupancy, addition and relocation of existing buildings and the purpose or intent of this code is to provide flexibility to the permit the use of alternative approached to achieve compliance with minimum requirements to safeguard the public health, safety and general welfare so far as they are affected by the repair, alteration, change of occupancy, addition and relocation of existing buildings, the International Existing Building Code,1 2024 edition as prepared and adopted by the International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the International Existing Building Code.

12-402 MODIFICATIONS

Wherever the International Existing Building Code refers to the "Code Official" it shall mean the person appointed or designated by the city council to administer and enforce the provisions of the International Existing Building Code. Wherever the "Department of Law" is referred to it shall mean the city attorney. Wherever the "Chief Appointing Authority" is referred to it shall mean the city council.

12-403 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Existing Building Code with the above modifications has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-404 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provision of the International Existing Building Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTERS

ENERGY CONSERVATION CODE¹

SECTION

- 12-501 Energy Conservation Code Adopted
- 12-502 Modifications
- 12-503 Available in Recorder's Office
- 12-504 Violations and Penalty

12-501 INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, and for the scope of this code applies to residential and commercial buildings and the purpose or intent of this code shall regulate the design and construction of buildings for the effective use of energy and is to provide flexibility to permit the use of innovative approaches and techniques to achieve the effective use of environmental requirements contained in other applicable codes or ordinances, the International Energy Conservation Code 2021 edition, as prepared and adopted by the International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the International Energy Conservation Code.

12-502 MODIFICATIONS

Wherever the International Energy Conservation Code refers to the "Chief Appointing Authority" or the "Code Official", it shall be deemed to the city council of the City of Dickson. When "Code Official" is named or referred to, it shall mean the person appointed or designated by the city council to administer and enforce the provisions of the International Energy Conservation Code.

12-503 AVAILABLE IN THE RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Energy Conservation Code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-504 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provisions of the International Energy Conservation Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

¹State law reference

Tennessee Code Annotated, Section 13-19-106 requires Tennessee cities either to adopt a Model Energy Code, or to adopt local standards equal to or stricter than the standards in the energy code.

CHAPTER 6

EXCAVATION AND GRADING CODE¹

SECTION

- 12-601 Excavation and Grading Code Adopted
- 12-602 Modifications
- 12-603 Available in Recorder's Office
- 12-604 Violations
- 12-605 Penalties
- 12-606 Fees

12-601 EXCAVATION AND GRADING CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-516, and for the purpose of setting forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading construction. The City of Dickson shall use any Standard Excavation and Grading Code, deemed necessary per the discretion of the City Engineer is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the excavation and grading code, and which shall include all appendixes thereto per discretion of the City Engineer.

12-602 MODIFICATIONS

The words "Building Official" in the appropriate excavation and grading code shall mean such person as the city council, Director of Planning & Zoning, Director of Public Works shall designate the City Engineer to enforce and administer the deemed appropriate excavation and grading code.

12-603 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the standard excavation and grading code being utilized currently shall be placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-601 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provisions of the standard excavation and grading code utilized currently as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

12-602 PENALTIES

Any person who shall violate or fail to comply with the excavation and grading code shall be guilty of a misdemeanor and upon conviction thereof shall be fined under the general penalty clause for the Dickson Municipal Code.

12-603 FEES

PLAN CHECKING AND GRADING PERMIT FEES. .02 dollars per square foot of developed area with a permit maximum of \$8,000.00.

¹Municipal code references

Fire protection, fireworks, and explosives: Title 7
Planning and zoning: Title 14
Streets and other public ways and places: Title 16

CHAPTER 7

PROPERTY MAINTENANCE CODE

SECTION

- 12-701 Property Maintenance Code
- 12-702 Modifications
- 12-703 Available in Recorder's Office
- 12-704 Violations

12-701 INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, the provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties, and the intent is to secure its expressive intent which is to ensure public health, safety and welfare in so far as they are affected by the continuing occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein, the International Property Maintenance Code¹, 2024 edition, as prepared and adopted by the International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the International Property Maintenance Code, (Also see Municipal Code regarding property maintenance concerns for City of Dickson)

12-702 MODIFICATIONS

Whenever the International Property Maintenance Code refers to the "Chief Appointing Authority," or the "Applicable Governing Body," it shall be deemed to be a reference to the city council of the City of Dickson. When the "Code Official" or the Director of Planning and Zoning" is named it shall mean such person as the city council has appointed or designated to administer and enforce the provisions of the International Property Maintenance Code.

12-703 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Property Maintenance Code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-704 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provisions of the International Property Maintenance Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTERS

ACCESSIBILITY CODE

SECTION

- 12-801 Accessibility Code
- 12-802 Modifications
- 12-803 Available in Recorder's Office
- 12-804 Violations

12-801 ACCESSIBILITY CODE

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, the purpose of this standard makes sites, facilities, buildings, and elements accessible to and usable by people with such physical disabilities as the inability to walk, difficulty walking, reliance on walking aids, blindness and visual impairment, deafness and hearing impairment, incoordination, reaching and manipulation disabilities, lack of stamina, difficulty interpreting and reacting to sensory information, and extremes of physical size. The intent of these sections is to allow a person with a physical disability to independently get to, enter, and use a site, facility, building, or element, the 2010 ADA Standards for Accessible Design (or most current applicable version), as prepared by the Department of Justice, is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the Accessible and Usable Buildings and Facilities Code.

Per the 2004 ADA Accessibility Guidelines (ADAAG), all new construction (construction, modification or alterations) must be fully compliant with the ADAAG found in the Code of Federal Regulations at 28 C.F.R., Part 36, Appendix A.

Existing facilities predating adoption of current ADA standards that are intended for accessibility by the public, per Title 42, U.S. Code, are required to remove any architectural barriers that would otherwise bar use by the public.

With regard to historic properties (those properties that are listed or that are eligible for listing in the National Register of Historic Places, or properties designated as historic under state or local law), those facilities must still comply with the provisions of Title III of the ADA to the "maximum extent feasible" but if following the usual standards would "threaten to destroy the historic significance of a feature of the building" then alternative standards may be used.

Newly constructed or altered swimming pools, wading pools, and spas must have an accessible means of entrance and exit to pools for disabled people. However, the requirement is conditioned on whether providing access through a fixed lift is "readily achievable". Other requirements exist, based on pool size, include providing a certain number of accessible means of entry and exit per the current ADA standards. However, businesses are free to consider the differences in application of the rules depending on whether the pool is new or altered, or whether the swimming pool was in existence before the effective date of the new rule. Full compliance may not be required for existing facilities; Section 242 and 1009 of the current ADA standards outline such exceptions.

12-802 MODIFICATIONS

Whenever the Accessible and Usable Building and Facilities Code refers to the "Administrative Authority, "or the Applicable Governing Body," it shall be deemed to be a reference to the city council of the City of Dickson. When the "Building Official" or the "Director of Planning & Zoning" is named it shall mean such person as the city council has appointed or designated to administer and enforce the provisions of the applicable code.

12-803 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirement of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the adopted Accessibility Code shall be placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-804 VIOLATIONS

Is shall be unlawful for any person to violate or fail to comply with any provisions of the ICC Accessibility Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTER9

INTERNATIONAL FIRE CODE

SECTION

- 12-901 Fire Code Adopted
- 12-902 Modifications
- 12-903 Permit Fees
- 12-904 Available in Recorder's Office
- 12-905 Violations

12-901 INTERNATIONAL FIRE CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, and for the purpose of this code is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises and to provide safety to fire fighters and emergency responders during emergency operations and to protect buildings or structures or any appurtenance connected or attached building, the International Fire Code, 2024 edition, as prepared and adopted by International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the International Fire Code.

12-902 MODIFICATIONS

Whenever the fire code refers to the "Fire Code Official," it shall be deemed to be a reference to the city council of the City of Dickson. When the "Fire Marshal", "Fire Code Official" or "Director of Public Safety" is named it shall, for the purposes of the fire code, mean such person as the city council shall have appointed or designated to administer and enforce the provisions of the fire code

12-903 PERMIT FEES

The recommended schedule of permit fees set forth in Appendix "B" of the 1997 edition of the S.B.C.C.I is hereby adopted as the city's permit fee schedule. The most current building valuation data published by the International Code Council, Inc. shall be used.

12-901 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Fire Code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-902 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provision of the International Fire Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTER 10

INTERNATIONAL FUEL GAS CODE & INTERNATIONAL MECHANICAL CODE

12-1001 INTERNATIONAL FUEL GAS & INTERNATIONAL MECHANICAL CODE

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, and for the provisions of regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenance connected or attached to such buildings or structures, and the scope and purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress, facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations, the International Fuel Gas & International Mechanical Code, 2024 edition, as prepared and adopted by International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the International Fuel Gas & International Mechanical Code.

12-1002 MODIFICATIONS

Wherever the International Fuel Gas & International Mechanical Code refers to the "Chief Appointing Authority" or the "Code Official", it shall be deemed to be a reference to the Greater Dickson Gas Authority. When "Code Official" is named or referred to, it shall mean the person appointed or designated by the Greater Dickson Gas Authority to administer and enforce the provisions of the International Fuel Gas & International Mechanical Code

12-1003 PERMIT FEES

Permits fees are set forth by the Greater Dickson Gas Authority.

12-1004 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Fuel Gas Code & International Mechanical Code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public

12-1004 VIOLATION AND PENALTY

It shall be a civil offense for any person to violate or fail to comply with any provision of the International Fuel Gas & International Mechanical Code as herein adopted by reference and modified. Any violation of any section of this chapter shall be punishable by a penalty set forth by the Greater Dickson Gas Authority.

CHAPTER II

NATIONAL ELECTRICAL CODE

12-1100 NATIONAL ELECTRICAL CODE

The 2017 N.E.C. is adopted by the local utility provider. (Dickson Electric System).

CHAPTER12

STORMWATER

At the adoption of this Ordinance all current Stormwater regulations, ordinances, staff policies, etc. previously adopted by Ordinance, and/ or Resolution shall be considered active and/or still in effect until a new subsection is created in the Municipal Code to ensure all federal, state and local regulations regarding the Federal Clean Water Act, and State of Tennessee Department of Environment and Conservation regulations regarding the City of Dickson's MS4 requirements and the City's general permit to discharge "Water to State" are being enforced.

**RULES
OF
DEPARTMENTS OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION**

**CHAPTER 0780-02-23
ONE AND TWO FAMILY DWELLINGS AND TOWNHOUSES**

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0780-02-23-.01 DEFINITIONS.

- (1) For the purposes of this chapter, the following definitions are applicable. All other definitions shall be as provided by the building and electrical codes and standards currently adopted by the Department:
 - (a) Addition means an increase in floor area or height of structure.
 - (b) Construction means the erection of a new building containing a detached one (1) or two (2) family dwelling or townhouse, a change of occupancy of an existing building to a one (1) or two (2) family dwelling or townhouse or, after October 1, 2011, an addition to an existing detached one (1) or two (2) family dwelling or townhouse of thirty (30) square feet or more of interior space. The term "construction" shall not be construed to include excavation, site preparation or renovation. The term "construction" shall also not be construed to include the construction or placement of a modular or manufactured home under T.C.A. Title 68, Chapter 126; however, the term "construction" shall include any additional on-site construction to a modular or manufactured home.
 - (c) Department means the Department of Commerce and Insurance.
 - (d) Deputy State Building Inspector (DBI) means any person who meets the qualifications in T.C.A. § 68-120-101(f)(1) and (2) and is appointed by the Commissioner of Commerce and Insurance to perform inspections of one (1) and two (2) family dwelling and townhouse construction.
 - (e) Division means the Division of Fire Prevention of the Department of Commerce and Insurance.
 - (f) Fire renovation means a renovation required after a fire regardless of whether the walls must be reconstructed.
 - (g) Local government means any city, county, town, municipal corporation, metropolitan government, or political subdivision of the state of Tennessee.
 - (h) One (1) and two (2) family dwelling means a building that contains one (1) or two (2) dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied for living purposes.

(Rule 0780-02-23-.01, continued)

- (i) Property owner's permit means permit applied for by a record owner of the property in order to build a one (1) family dwelling in which the owner intends to live upon completion.
- U) Renovation means interior or exterior painting, papering, tiling, carpeting, cabinet installation, counter top installation, reroofing, residing, glazing or replacing windows or doors, floor finishing, repairs to existing chimneys, stairs, porches, underpinnings, exterior siding or roof and similar activities, additions of exterior space and additions of less than thirty (30) square feet of interior space.
- (k) Townhouse means a single family dwelling unit constructed in a group of three (3) or more attached units that extends from foundation to roof, separated by a two (2) hour fire resistance rated wall assembly, not more than three (3) stories in height, with a separate means of egress, and an open space or public way on at least two (2) sides.
- (l) Transient occupant means a person who occupies a single dwelling unit for not more than thirty (30) days.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.02 ADOPTION BY REFERENCE.

- (1) Unless otherwise provided by applicable law or the provisions of this chapter, the required minimum codes and standards for the construction of one (1) and two (2) family dwellings and townhouses, and additions thereto of thirty (30) square feet or more of interior space, in the state of Tennessee shall be those prescribed in the following publications:
 - (a) International Residential Code (IRC), 2009 edition, published by the International Code Council, Inc. (ICC), 500 New Jersey Avenue Northwest, 6th Floor, Washington, D.C., 20001, except for:
 - 1. Section R313, Automatic Fire Sprinkler Systems, pursuant to T.C.A. § 68-120-101(a)(8); and
 - 2. Chapters 34-43, relating to Electrical.
 - (b) International Energy Conservation Code (IECC), 2009 edition, published by the International Code Council, Inc., (ICC), except for:
 - 1. Section 402.4.2.1, Testing option; and
 - 2. Section 403.2.2, Sealing Mandatory.
 - (c) Amendments to the Codes and Standards:
 - 1. IRC, Section R314.4, Power Source, relating to Smoke Alarms, is amended by deleting Exception 2 and replacing it with the following language:

Exception 2. Interconnection and hard-wiring of smoke alarms in existing areas shall not be required where the alterations or repairs do not result in the removal of interior walls or ceiling finishes exposing the structure.
 - 2. IECC, Table N1102.1, Insulation and Fenestration Requirements by Component, is amended by adding the following as footnote "I": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be

(Rule 0780-02-23-.02, continued)

permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .65 or lower is used, a Glazed Fenestration SHGC of .30 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used.

3. IECC, Table N1102.1, Insulation and Fenestration Requirements by Component, is amended by adding the following as footnote "m": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 4 when a Fenestration U-Factor of .35 or lower is used, a Skylight U-Factor of .60 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used.
- (2) Paragraph (1) of this rule shall not be construed as adopting any provision of the cited publications which establishes:
 - (a) Any provision superseded by law;
 - (b) An optional or recommended, rather than mandatory, standard or practice; or
 - (c) Any agency, procedure, fees or penalties for administration or enforcement purposes inconsistent with these rules.
 - (3) The provisions of the cited publications adopted by reference in paragraph (1) shall govern the manner in which:
 - (a) The codes and standards are applied to construction of one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) or more square feet of interior space as defined in this chapter;
 - (b) Occupancies and types of construction are classified for the purpose of determining minimum requirements of the codes and standards; and
 - (c) The specific requirements of the codes and standards may be modified to permit the use of alternate materials or methods of construction.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.03 CONFLICTS.

- (1) In the event of a conflict or inconsistency between the codes and standards adopted by reference in Tenn. Comp. R. & Regs. 0780-02-23-.02 and 0780-02-01-.02 (Electrical Installations), the most stringent provisions shall control.
- (2) Nothing in this rule shall abrogate any right of appeal granted under T.C.A. Title 68, Chapters 102 and 120.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.04 APPLICATION.

- (1) After October 1, 2010, the commencement of any construction, as defined in rule 0780-02-23-.01, of one and two family dwellings or townhouses undertaken shall be in compliance with the standards adopted by reference in rule 0780-02-23-.02.

(Rule 0780-02-23-.04, continued)

- (2) After October 1, 2011, the commencement of any construction, as defined in rule 0780-02-23-.01, of additions to one and two family dwellings or townhouses of thirty (30) square feet or more of interior space undertaken shall be in compliance with the standards adopted by reference in rule 0780-02-23-.02.

Authority: TC.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.05 PERMITS.

- (1) After October 1, 2010, no construction of a one (1) or two (2) family dwelling or townhouse shall be started without securing a building permit from an issuing agent authorized by the Commissioner of Commerce and Insurance, except in an exempt jurisdiction or in the unincorporated areas of a county or in a municipality that have opted out of these provisions. The permit shall be secured in the area where the work is to be performed until a certificate of occupancy is issued. A separate permit shall be required for each unit of a townhouse. Issuing agents shall retain no more than fifteen dollars (\$15.00) for each issued permit. This fifteen dollar (\$15.00) fee shall be retained from the applicable permit fee for inspection referenced in Tenn. Comp. R. & Regs. 0780-02-23-.08.
- (2) After October 1, 2011, no construction of an addition to a one (1) or two (2) family dwelling or townhouse of thirty (30) square feet or more of interior space shall be started without securing a building permit from an issuing agent authorized by the Commissioner of Commerce and Insurance, except in an exempt jurisdiction or in the unincorporated areas of a county or in a municipality that have opted out of these provisions. The permit shall be secured in the area where the work is to be performed until a certificate of occupancy is issued. Issuing agents shall retain no more than fifteen dollars (\$15.00) for each issued permit. This fifteen dollar (\$15.00) fee shall be retained from the applicable permit fee for inspection referenced in Tenn. Comp. R. & Regs. 0780-02-23-.08.
- (3) A property owner's permit shall automatically expire upon completion of the work for which the permit was issued. All work done under such permit shall be subject to regular inspection requirements and fees and other applicable laws and regulations. Pursuant to T.C.A. § 62-6-103, an individual may obtain only one (1) property owner's permit within a twenty four (24) month period.
- (4) (a) When applying for a permit, an applicant shall complete a form prescribed by the Department containing at least the following information:
 1. The location where the work will be performed, including street address, if available;
 2. A description of the work to be performed;
 3. The use and occupancy of the structure;
 4. The valuation of the project;
 5. The square footage of the construction; and
 6. The signature of the applicant.(b) When applying for a permit, an applicant shall present:
 1. Payment in an acceptable form in the amount of the permit fee; and

(Rule 0780-02-23-.05, continued)

2. Licensure pursuant to T.C.A. Title 62, Chapter 6 (except for a property owner's permit).
- (c) When applying for a permit, an applicant shall certify and have proof available, if requested, of:
 1. Availability of public sewer or a septic permit; and
 2. Any license or permit required by state law or local ordinance.
- (5) All building permits are non-transferable.
- (6) In the event more than one (1) rejection is issued during the building inspection process, an additional inspection permit shall be obtained for each subsequent rejection.
- (7)
 - (a) A building permit shall be void if the authorized work is not commenced within one hundred eighty (180) days after its issuance. If the work authorized by a permit is commenced and then suspended or abandoned for a period of one hundred eighty (180) days a building permit shall be void. The Commissioner of Commerce and Insurance, or designee, is authorized to grant one (1) or more extensions of time, for period of not more than one hundred eighty (180) days each. All extensions shall be requested in writing and justifiable cause demonstrated.
 - (b) Every building permit shall expire two (2) years from the date of issue or upon the issuance of the certificate of occupancy unless:
 1. The Commissioner of Commerce and Insurance, or designee, determines that substantial progress has been made in the work authorized by the permit; and
 2. The permit holder is granted an exception or extension after submitting a written request to the Commissioner of Commerce and Insurance, or designee.
 - (c) No construction work for which a permit is required shall be commenced in any building or premises until a permit to perform such work is obtained.
- (8) The original permit, along with any other required state or local permit, shall be placed on site and readily available for inspection. Upon completion of a request form prescribed by the Department, a duplicate original permit may be obtained for a fee of ten dollars (\$10.00) in the event of a loss or destruction of the original permit.
- (9) It shall be the responsibility of all persons performing work on the site to comply with the required codes and standards.
- (10) The issuance of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this chapter or of any state law or regulation or any ordinance of the local jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this chapter, any state law or regulation or any ordinance of the local jurisdiction shall not be valid. The issuance of a permit based on construction documents or other data shall not prevent the Division from requiring the correction of errors in the construction documents or other data. The Division is also authorized to prevent occupancy or use of a structure where there is a violation of the chapter or any state law or regulation.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.06 ISSUANCE OF PERMITS IN VIOLATION OF THIS CHAPTER.

- (1) The Division may suspend or revoke a permit issued under the provisions of this chapter wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any state law or regulation or any of the provisions of this chapter.
- (2) Upon notice from the Division to the issuer, the issuer shall immediately revoke any permit issued in violation of state law or regulation or this chapter, and any construction on such project must cease until proper approval is obtained and a new permit issued pursuant to this chapter.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.07 INSPECTIONS.

- (1) Inspections of construction of one (1) family and two (2) family dwellings, townhouses begun after October 1, 2010, and additions thereto of thirty (30) square feet or more of interior space begun after October 1, 2011, will be conducted by deputy building inspectors appointed under contract with the Commissioner of Commerce and Insurance pursuant to T.C.A. § 68-120-101.
 - (a) Fees for such inspections for services in subparagraph (2)(a) are specified in rule 0780-02-23-.08.
 - (b) Fees charged for additional inspections, including consultation inspections, slab inspections, plumbing, mechanical and gas inspections and inspections necessitated by more than one (1) rejection on the project, are specified in rule 0780-02-23-.08.
- (2) (a) Inspections shall be required on:
 1. Foundations after poles or piers are set or trenches or basement areas are excavated and any required forms erected and any required reinforcing steel is in place and supported prior to the placing of concrete. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, equipment and special requirements for wood foundations. Monolith poured slabs shall be inspected as the footing for the structure.
 2. After October 1, 2011, plumbing and mechanical systems prior to covering or concealment, before fixtures or appliances are set or installed, and prior to or at the same time as the framing inspection.
 3. Frame after roof, framing, fire stopping, draft stopping, bracing rough in plumbing, rough in mechanical and rough in electrical are in place.
 4. Attached garages.
 5. Prefabricated walls.
 6. Fire renovations.
 7. Final after the permitted work is complete and prior to occupancy.

(Rule 0780-02-23-.07, continued)

- (b) If a slab foundation, other than a monolith pour, is to be used, an inspection of the slab shall be required in addition to the foundation inspection. Monolith pour, or monolith slab foundation that consists of a single concrete slab with thickened portions of slab under loadbearing walls, does not require a separate inspection.
- (c) Energy efficiency inspections shall occur during the required inspections specified in Tenn. Comp. R. & Regs. 0780-02-23-.08(2) as required by the adopted codes and standards.
- (3) It shall be the duty of the permit holder or agent thereof to notify the building inspector through the permit issuing agent that such work is ready for inspection. It shall be the duty of the person requesting any inspections required to provide access to and means for inspection of such work.
- (4) Inspections shall be conducted in the order set out in paragraph (2) of this rule. Work shall not be done beyond the point indicated in each successive inspection without first obtaining approval of the building inspector. The building inspector, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with the adopted standards. Any portions that do not comply with the adopted codes and standards shall be corrected and such portions shall not be covered or concealed until authorized by the building inspector.
- (5) The Commissioner of Commerce and Insurance, or designee, may waive an inspection if an inspection letter approving the work acceptable to the Division is signed and submitted by an architect or engineer currently registered in the state of Tennessee.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.08 FEES.

- (1) The fee shall be payable in full at the time of application for a building permit. The fee shall be determined based on actual expected construction costs; however, the actual costs shall not be less than the construction cost based on the latest available Building Valuation Data published by the International Code Council (using a 0.60 Cost Modifier, except for the footnotes). The fee for a permit for construction shall be as specified in the following table:

Total Construction Cost	Fee
\$0.00 to \$5,000	\$100
\$5,001 to \$100,000	\$350
\$100,001 to \$150,000	\$400
\$150,001 to \$200,000	\$450
\$200,001 to \$250,000	\$500
\$250,001 to \$300,000	\$550
\$300,001 AND UP	\$550 for the first \$300,000; plus \$50.00 for each additional fifty thousand dollars (\$50,000) above \$300,000 or fraction thereof.

(Rule 0780-02-23-.08, continued)

- (a) When the permit fee is to be collected from another state department or agency, the permit may be issued once all information needed to invoice or journal voucher the other state department or agency has been received.
 - (b) If the application for a building permit must be resubmitted because its issuance has become invalid under paragraph (3) of rule 0780-02-23-.05, the fee established in this rule shall be imposed.
- (2) After October 1, 2011, the fee for a plumbing and mechanical inspection shall be one hundred dollars (\$100.00) in addition to other applicable fees.
- (3) The fee for a slab inspection, other than monolith pours, shall be one hundred dollars (\$100.00) in addition to other applicable fees.
- (4) The fee for a prefabricated wall inspection shall be one hundred dollars (\$100.00) in addition to other applicable fees.
- (5) The fee for a re-inspection necessitated by more than one (1) rejection on a project shall be one hundred dollars (\$100.00).
- (6) The fee for a consultation inspection or a temporary certificate of occupancy shall be one hundred dollars (\$100.00).
- (7) The Division may require appropriate documentation of costs (such as contractors' bids or invoice) if:
 - (a) In the Division's opinion, the construction cost of a project has been underestimated in a permit application based on the latest available Building Valuation Data published by the International Code Council (using a 0.60 Cost Modifier, except for the footnotes).
 - (b) After initial review, if such documentation warrants an additional permit charge it shall be computed, assessed, and paid promptly and no further construction shall be authorized pursuant to the authority of the permit until payment is made.
- (8) If a permit expires before completion of a project or a project is stopped before its completion, the permit holder shall be entitled to a refund of the inspection fees that would have been due to the deputy building inspector under their contract for any required inspection under Tenn. Comp. R. & Regs. 0780-02-23-.08 that was not performed, provided that the permit holder requests such refund on a form prescribed by the Division no less than sixty (60) days prior to the expiration of the permit.
- (9) Any person who begins any work on any building or structure before obtaining the necessary permit required under this chapter shall be subject to an additional fee of one hundred percent (100%) of the required permit fee for each violation.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.09 CERTIFICATE OF OCCUPANCY.

- (1) A new one (1) or two (2) family dwelling, townhouse, where construction began after October 1, 2010, or any additions thereto of thirty (30) square feet or more of interior space regulated under this chapter, where construction began after October 1, 2011, shall not be occupied until the Division has issued a certificate of occupancy.

(Rule 0780-02-23-.09, continued)

- (2) A certificate of occupancy shall be issued after the passage of all inspections required by this chapter and passage of the final electrical inspection.
- (3) The certificate of occupancy shall state:
 - (a) The building permit number;
 - (b) The address of the building;
 - (c) The name and address of the building owner;
 - (d) The name of the deputy building inspector;
 - (e) The edition of the codes and standards the building permit was issued under; and
 - (f) The date of issuance.
- (4) A temporary certificate of occupancy may be issued by the Division for a portion or portions of the construction that may be occupied safely prior to final completion of the building.
- (5) The Division may suspend or revoke a certificate of occupancy issued under the provisions of this chapter if the certificate of occupancy is issued in error, or on the basis of incorrect, inaccurate or incomplete information, or in violation of any state law or regulation or any of the provisions of this chapter.

Authority: TC.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.10 DISPUTE RESOLUTION.

- (1) Disputes that arise during the inspection process shall be resolved as follows:
 - (a) When a dispute arises as to the interpretation or applicability of a provision of the adopted codes and standards between the owner, designer or contractor on a project and the deputy building inspector inspecting the project, the dispute shall be submitted to the Director over residential inspections, or designee, for resolution.
 - (b) If the owner, designer or contractor disagrees with the decision of the Director over residential inspections, or designee, the dispute shall be submitted to the Director's supervisor within the Division for resolution.
 - (c) If the owner, designer or contractor disagrees with the decision of the Director's supervisor within the Division, the dispute shall be submitted to the Commissioner of Commerce and Insurance, or designee, for resolution.
 - (d) At any point during this process, the parties may agree to submit the dispute to the publisher of the applicable codes and standards for a written opinion.
- (2) The entire dispute resolution process set forth in paragraph (1) above shall be completed as quickly as possible, but no more than thirty (30) calendar days from the date that the dispute is first submitted for resolution, unless the dispute is submitted to the publisher of the codes and standards for an opinion.
- (3) If there are any fees charged by the publisher for rendering a written opinion, those fees shall be paid by the owner, designer or contractor of the project before a certificate of occupancy will be issued by the Division.

(Rule 0780-02-23-.10, continued)

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.11 EQUIVALENCIES.

- (1) Wherever there are practical difficulties involved in carrying out the provisions of this chapter and the codes and standards adopted in this chapter, the Commissioner of Commerce and Insurance, or designee, shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Commissioner of Commerce and Insurance, or designee, shall first find that the special individual reason makes the strict application of the codes and standards adopted in this chapter impractical and the modification is in compliance with the intent and purpose of the codes and standards adopted in this chapter and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and kept in the files of the Division.
- (2) The provisions of the codes and standards adopted in this chapter are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by the codes and standards, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Commissioner of Commerce and Insurance, or designee, finds that the proposed design is satisfactory and complies with the intent of the codes and standards adopted in this chapter, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed by the codes and standards adopted in this chapter in quality, strength, effectiveness, fire resistance, durability and safety.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.12 LOCAL GOVERNMENT ENFORCING RESIDENTIAL BUILDING CODES AND STANDARDS.

- (1) Purpose. Pursuant to T.C.A. § 68-120-101, a local government may be responsible for adopting and enforcing residential building construction and fire safety codes and standards for one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space. The county or city is authorized to charge and receive a fee for each inspection performed. This rule sets forth the criteria by which local governments are authorized to adopt and enforce residential building codes and standards and procedures by which the Division may review such authorization.
- (2) Initial Authorization.
 - (a) On or before July 1, 2010, or upon subsequent adoption thereof, a local government meeting the requirements of T.C.A. § 68-120-101, to adopt and enforce residential building construction and fire safety codes and standards for one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space, shall provide the Division with the following information:
 1. The titles and editions of the residential building construction and fire safety codes and standards for one (1) and two (2) family dwellings and townhouses adopted and enforced by the local government;
 2. The number and types of inspections that will be conducted;

(Rule 0780-02-23-.12, continued)

3. A description of the permit issuance, enforcement and recordkeeping process for all residential inspection activities.
 4. The names of all persons who are employed by the local government to perform residential building inspections on the construction of one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space and who meet the training requirements of T.C.A. §§ 68-120-101(f)(1)(B), 68-120-113 and 68-120-118; and
 5. The Division may request any other documentation it deems necessary from a local government to evidence compliance with the requirements of T.C.A. §§ 68-120-101, 68-120-113 and 68-120-118, and may conduct an on-site review of the local government's residential building permit and inspection process.
- (3) Except as provided in T.C.A. § 68-120-101, or otherwise approved in writing by the state fire marshal, no city, county, town, municipal corporation, metropolitan government, or political subdivision of the state of Tennessee shall adopt or enforce any ordinance prescribing less stringent standards of fire prevention, fire protection, or building construction safety than those established hereunder. The residential building construction and fire safety codes and standards adopted by a local government shall be current within seven (7) years of the date of the latest edition published. Any amendments to the editions of the standards and codes adopted by the local government shall be designed to afford a reasonable degree of safety to life and property from fire and hazards incident to the design, construction, alteration, and repair of buildings or structures within the jurisdiction.
- (4) Review of Local Government Authorization.
- (a) For any local government that is authorized to adopt and enforce residential building construction and fire safety codes and standards for one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space, the Division will conduct a review of the local government's authorization at least once every three (3) years. The local government shall submit the following information on a form provided by the Division within thirty (30) days of its receipt of the form.
 1. The titles and editions of the residential building construction and fire safety codes and standards for one (1) and two (2) family dwellings and townhouses adopted and enforced by the local government;
 2. The number and types of residential inspections that are conducted;
 3. A description of the permit issuance, enforcement and recordkeeping process for all residential inspection activities;
 4. The names of all persons who are employed by the local government to perform residential building inspections on the construction of one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space and who meet the training requirements of T.C.A. §§ 68-120-101(f)(1)(B), 68-120-113 and 68-120-118; and,
 5. The Division may request any other documentation it deems necessary from the local government to evidence compliance with the requirements of T.C.A. §§ 68-120-101, 68-120-113 and 68-120-118, and may conduct an on-site review of the local government's residential building permit and inspection process.

(Rule 0780-02-23-.12, continued)

- (b) Each local government selected for an on-site review pursuant to this paragraph shall be notified of the review in writing.
- (c) Report of **Review**.
 - 1. After conclusion of the review, the Division shall notify the local government in writing whether the local government's adopted residential building construction and fire safety codes and standards are current as required by law, whether there are any areas in which the local government is not adequately enforcing the adopted codes and standards, and whether the local government's personnel is properly performing inspections.
 - 2. If the local government has not adopted current residential building codes and standards, is not adequately enforcing the adopted codes and standards, or is not properly performing inspections, the notification shall contain recommended corrective action, and the local government shall be directed to submit a plan of corrective action to the Division within thirty (30) days after its receipt of the notification. The plan of corrective action shall be sufficiently detailed so as to ensure compliance with all requirements for initial authorization.
 - 3. Within thirty (30) days after receipt of the local government's plan of corrective action, the Division shall either approve or disapprove the plan. If the plan is approved, the Division may conduct periodic follow-up reviews to ensure continued compliance with the plan. If the plan is not approved, the Division may remove the local government's authorization to conduct building inspections on the construction of one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.13 PERMIT ISSUING AGENTS.

- (1) All individuals, including all business entities, local governments and cooperatives, who undertake to issue building permits under this chapter, must hold a current contract with the Department of Commerce and Insurance, as administered through the Division of Fire Prevention.
- (2) State deputy building inspectors and their immediate families are ineligible to become issuing agents. Additionally, without prior approval from the Department, no individual or business entity in any way related to or financially associated with any Department official will be allowed to become an issuing agent.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.14 LOCAL GOVERNMENT OPTING OUT OF THESE PROVISIONS.

Any local government opting out of the provisions of T.C.A. § 68-120-101 regarding residential building codes and standards for one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space shall submit to the Division the following:

- (1) A certified copy of the resolution opting out of these provisions;
- (2) The date of the next election for the legislative body; and

(Rule 0780-02-23-.14, continued)

- (3) The name and mailing address of the person responsible by law for recordkeeping for the legislative body and to whom any notifications should be sent.

Authority: T.C.A. § 68-120-101(b). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.15 DWELLING UNITS.

- (1) A single dwelling unit providing complete independent living facilities including, but not limited to, permanent provisions for living, sleeping, eating, cooking and sanitation, may meet the requirements of a one (1) and two (2) family dwelling and shall not be subject to the provisions of Tenn. Comp. R. & Regs. 0780-02-03 (Review of Construction Plans and Specifications) if the dwelling unit:
 - (a) Is three (3) stories or less;
 - (b) Has a maximum occupancy of twelve (12) or fewer transient occupants; and,
 - (c) And consists of a gross area of less than five thousand square feet (5,000).
- (2) A dwelling unit shall be in compliance with Paragraph (1) of this rule in order to qualify for classification as a one (1) or two (2) family dwelling unit. Any noncompliance with a single criterion may result in the dwelling unit being classified as nonresidential.
- (3) A boarding house or congregate living facility shall meet the requirements of the applicable standards adopted pursuant to T.C.A. § 68-120-101 and Tenn. Comp. R. & Regs. 0780-02- 02 (Codes and Standards) and 0780-02-03 (Review of Construction Plans and Specifications).

Authority: T.C.A. § 68-120-101. **Administrative History:** New rule filed November 4, 2016; effective February 2, 2017.

ORDINANCE #1575

AN ORDINANCE TO REZONE UNADDRESSED PROPERTY ON COWAN ROAD AND MILLER STREET (TAX MAP 110, PARCEL 048.00) FROM B-3 (HIGHWAY COMMERCIAL) TO R-2 (MEDIUM-DENSITY RESIDENTIAL) AND TO REPEAL ANY ORDINANCE OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, a request has been submitted to rezone unaddressed property on Cowan Road and Miller Street, more particularly identified as Tax Map 110, Parcel 048.00, containing approximately 7.59 acres, from B-3 (highway commercial) to R-2 (medium-density residential); and

WHEREAS, the purpose of this rezoning is to facilitate the development of workforce housing for Tennsco employees; and

WHEREAS, the proposed rezoning is consistent with the City's adopted Comprehensive Plan; and

WHEREAS, the Municipal Planning Commission reviewed this request and forwarded a favorable recommendation on Sept.16, 2025; and

WHEREAS, public notice has been given and a public hearing held as required by law.

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

SECTION 1. The unaddressed property on Cowan Road and Miller Street identified as Tax Map 110, Parcel 048.00 in the records of the Registrar of Deeds for Dickson County, as shown in Exhibit "A," be rezoned from B-3 (highway commercial) to R-2 (medium-density residential).

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be repealed.

This ordinance shall take effect 30 days after final passage, the public welfare requiring it.

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

ATTEST:

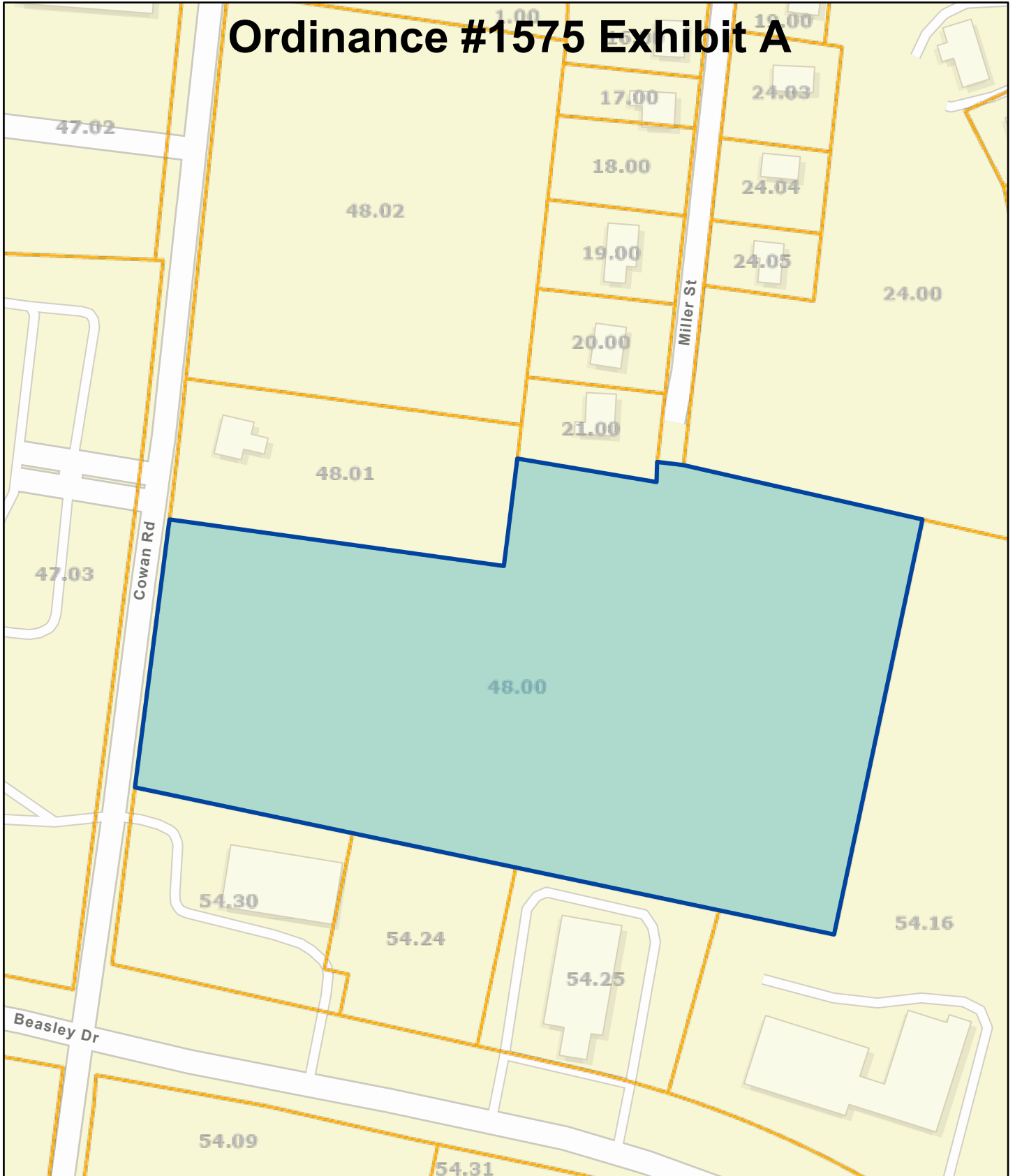
Chris Norman, RECORDER

Public Hearing: Oct. 6, 2025

Passed First Reading: Oct. 6, 2025

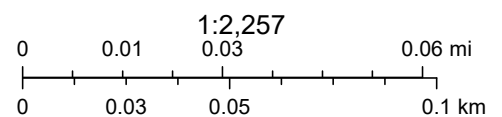
Passed Second Reading: Nov. 3, 2025

Ordinance #1575 Exhibit A



Date: September 30, 2025

County: DICKSON
Owner: TENNSCO CORP
Address: COWAN RD
Parcel ID: 110 048.00
Deeded Acreage: 0
Calculated Acreage: 7.59



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

RESOLUTION #2025-82

A RESOLUTION TO APPROVE AND ACCEPT PROVIDERS FOR EMPLOYEE GROUP HEALTH, DENTAL, VISION, LIFE AND LONG-TERM DISABILITY INSURANCE BENEFITS FOR THE YEAR BEGINNING JAN. 1, 2026

WHEREAS, the City of Dickson, Tennessee, provides certain insurance benefits for employees, to include health, vision, life and long-term disability policies; and

WHEREAS, the City of Dickson, by and through its insurance broker Benefits, Inc., advertised for and solicited proposals to provide such benefits for the calendar year beginning Jan. 1, 2026; and

WHEREAS, after review and evaluation of said proposals with the administration, Benefits, Inc. has selected and recommended providers and plans for the insurance benefits to be offered by the City of Dickson for its employees for the coming year.

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

SECTION 1. The group health insurance plan proposed by Cigna identified in the summary attached hereto be approved and accepted for the calendar year beginning Jan. 1, 2026.

SECTION 2. The group vision and group dental insurance plans proposed by Blue Cross/Blue Shield of Tennessee previously presented as having no rate increase be approved and accepted for the calendar year beginning Jan. 1, 2026.

SECTION 3. The group term life and group long-term disability insurance plans proposed by Mutual of Omaha previously presented as having no rate increase be approved and accepted for the calendar year beginning Jan. 1, 2026.

SECTION 4. The Mayor of the City of Dickson is authorized and directed to sign and execute all agreements and instruments necessary for the adoption of said insurance benefits for employees of the City of Dickson, Tennessee.

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

Approved and adopted this 3rd day of November, 2025.

ATTEST:

Chris Norman, RECORDER

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

			Renewal		Alternate 1	Alternate 2	Alternate 3	Alternate 4	
Carrier			Cigna		BlueCross BlueShield	BlueCross BlueShield	United Healthcare	United Healthcare	
Network			Open Access Plus		Blue Network P	Blue Network P	Choice Plus	Choice Plus	Core
								(No St. Thomas)	
Deductible	Individual		\$7,000		\$7,000	\$7,000	\$7,000	\$7,000	
	Family		\$14,000		\$14,000	\$14,000	\$14,000	\$14,000	
Coinsurance			100%		100%	50%	100%	100%	
Out of Pocket Maximum	Individual		\$7,000		\$7,000	\$8,500	\$7,000	\$7,000	
	Family		\$14,000		\$14,000	\$17,000	\$14,000	\$14,000	
Health Reimbursement Arrangement (HRA)	Individual		\$4,875		\$4,875	\$6,000	\$4,875	\$4,875	
	Family		\$9,750		\$9,750	\$12,000	\$9,750	\$9,750	
Office Visit / Specialist Visit			Deductible / Coinsurance		Deductible / Coinsurance	Deductible / Coinsurance	Deductible / Coinsurance	Deductible / Coinsurance	
Out Patient			Deductible / Coinsurance		Deductible / Coinsurance	Deductible / Coinsurance	Deductible / Coinsurance	Deductible / Coinsurance	
Mental Health			Unlimited		Unlimited	Unlimited	Deductible / Coinsurance	Deductible / Coinsurance	
Prescription Drug			\$10 / \$35 / \$60 / \$120		\$10 / \$35 / \$60 / \$120	\$10 / \$35 / \$60 / \$120	\$10 / \$35 / \$60	\$10 / \$35 / \$60	
Preventive Rx									
Vision			None		None	None	None	None	
4th Qt. Ded. Carryover			No		No	No	No	No	
			Current	Renewal				Choice +	Core
Individual	162	0	\$584.49	\$660.46	\$667.68	\$694.97	\$674.02	\$687.78	\$619.69
Employee + Spouse	21	0	\$1,226.72	\$1,386.17	\$1,402.14	\$1,459.43	\$1,414.62	\$1,443.50	\$1,300.60
Employee + Child(ren)	20	0	\$1,069.09	\$1,208.05	\$1,221.86	\$1,271.79	\$1,232.85	\$1,258.02	\$1,133.47
Family	10	0	\$1,772.63	\$2,003.04	\$2,026.41	\$2,109.24	\$2,044.15	\$2,085.89	\$1,879.38
			Current	Renewal					
Annual Premium			\$1,914,679.20	\$2,163,545.88	\$2,187,724.80	\$2,277,136.44	\$2,207,961.12	\$2,253,037.92	\$0.00
Projected H.R.A. Cost			\$386,100.00	\$386,100.00	\$386,100.00	\$475,200.00	\$386,100.00	\$386,100.00	\$0.00
H.R.A. Administration Fee			\$11,502.00	\$11,502.00	\$10,224.00	\$10,224.00	\$11,502.00	\$0.00	\$0.00
Transition Credit			\$0.00	\$0.00	-\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Cost + Projected H.R.A.			\$2,312,281.20	\$2,561,147.88	\$2,534,048.80	\$2,762,560.44	\$2,605,563.12	\$2,639,137.92	\$0.00
% Increase over Current			10.76%		9.59%	19.47%	12.68%	14.14%	
Employee Cost/ Pay Period									
26 Pay Periods		Dependent							
Individual			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee + Spouse		(\$300.00)	\$173.31	\$196.48	\$200.52	\$214.37	\$203.35	\$210.33	\$144.38
Employee + Child(ren)		(\$300.00)	\$102.37	\$114.27	\$117.31	\$127.76	\$119.46	\$124.73	\$67.24
Family		(\$500.00)	\$349.28	\$388.88	\$396.34	\$421.97	\$401.60	\$414.51	\$319.20

Plan Design

Individual Coverage		Employee	H.R.A.	BCBST
\$0.00 - \$500.00	of expenses applied to the deductible	\$500	\$0	\$0
		25%	75%	0%
\$500.01 - \$7,000.00	of expenses applied to the deductible	\$1,625	\$4,875	\$0
		0%	0%	100%
\$7,000.01 +	of expenses applied to the deductible	\$0	\$0	100%

Family Coverage		Employee	H.R.A.	BCBST
\$0.00 - \$1,000.00	of expenses applied to the deductible	\$1,000	\$0	\$0
		25%	75%	0%
\$1,000.01 - \$14,000.00	of expenses applied to the deductible	\$3,250	\$9,750	\$0
		0%	0%	100%
\$14,000.01 +	of expenses applied to the deductible	\$0	\$0	100%

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Insurance Carrier	BCBST	BCBST	BCBST	BCBST	CIGNA	CIGNA
Premium						
Employee Only	\$541.37	\$568.44	\$584.47	\$584.47	\$584.49	\$660.46
Employee/ Spouse	\$1,136.89	\$1,193.73	\$1,226.69	\$1,226.69	\$1,226.72	\$1,386.17
Employee/ Child(ren)	\$990.70	\$1,040.24	\$1,069.06	\$1,069.06	\$1,069.09	\$1,208.05
Family	\$1,643.06	\$1,725.21	\$1,772.59	\$1,772.59	\$1,772.63	\$2,003.04
% Increase		5.00%	2.82%	0.00%	0.00%	13.00%

ORDINANCE #1576

**AN ORDINANCE TO AMEND THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE CITY OF DICKSON, TENNESSEE**

WHEREAS, by Ordinance #393 approved Jan. 7, 1974, the Council of the City of Dickson, Tennessee, established an Occupational Safety and Health Program Plan, and

WHEREAS, said Occupational Safety and Health Program Plan was amended in Ordinance #1076 in November 2000, Ordinance #1118 in May 2002, Ordinance #1290 in November 2010, updated in Ordinance #1417 in 2018 and amended in Ordinance #1543 in July 2019; and

WHEREAS, the City desires to amend the Occupational Safety and Health Program Plan to designate a new Safety Director to oversee the implementation and enforcement of the plan,

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

SECTION 1. Title 4 Personnel, Chapter 3 Occupational Safety and Health Program, Section 4-306 Administration is amended to designate Cameron Smith as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop and administer the Program Plan.

SECTION 2. 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 #2025-46

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONSTRUCTION MANAGER AT RISK CONTRACT WITH SOLOMON BUILDERS, INC. FOR THE AQUATIC/RECREATION CENTER PROJECT AT HENSLEE PARK

WHEREAS, the City of Dickson, Tennessee, intends to construct an aquatic/recreation center at Henslee Park; and

WHEREAS, following a review of proposals and qualifications according to the City's policy, the administration recommends Solomon Builders, Inc. to be the Construction Manager for the project under the terms and conditions of the Construction Manager at Risk contract in Exhibit "A" 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 Solomon Builders, Inc. attached hereto in Exhibit "A" 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 Solomon Builders, Inc. 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 3rd day of November, 2025.

ATTEST:

Chris Norman, RECORDER

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

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

AGREEMENT made as of the 28th day of October 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)

Solomon Builders, Inc.
4539 Trousdale Drive
Nashville, TN 37204

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

City of Dickson Aquatic Recreation Facility
800 Highway 70 West
Dickson, TN 37055

Description: New build aquatic recreation center adjacent to the existing Henslee Park
Splashpad which will be managed in partnership with the Dickson Family YMCA.

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™–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

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- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
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- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
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- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
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- 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.)

The program for the Project is set forth in the Dickson YMCA Programming Book, prepared by Southern Architecture Workshop, Kimley-Horn, and Gro Dev, dated February 13, 2025 (51 pages).

§ 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's physical characteristics are set forth in the Schematic Design Package, consisting of the Dickson YMCA Schematic Design, prepared by Southern Architecture Workshop, dated May 27, 2025 (16 pages); Project Narratives, prepared by Southern Architecture Workshop, KPFF, and DFH Services, dated May 22, 2025 (372 pages); and Schematic Design Plans, Dickson Family YMCA, prepared by Kimley-Horn, dated May 27, 2025 (8 pages).

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

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User Notes:

(6900f208103429417df11ba)

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

Thirty Million and 00/100 Dollars (\$30,000,000)

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

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

The Date of Commencement of the Work shall be established in the Guaranteed Maximum Price Amendment.

.3 Substantial Completion date or dates:

Substantial Completion shall be established in Document A133-2019 Exhibit "A" – Guaranteed Maximum Price Amendment

.4 Other milestone dates:

N/A

§ 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

and/or,

Bret Stock, P.E., Director of Public Works / City Engineer
600 East Walnut Street
Dickson, TN 37055

and/or,

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

600 East Walnut Street
Dickson, TN 37055

§ 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

and/or,

Cooper Morris, P.E., Assistant Director of Public Works
600 East Walnut Street
Dickson, TN 37055

§ 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 4th Avenue South
Nashville, TN 37210
neil@sawarchitect.com
(615) 830-5600

and/or

David Berry
1131 4th 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.)

Steve Hannon and/or Cooke Tomlin
Solomon Builders, Inc.
4539 Trousdale Drive
Nashville, TN 37204
Email: shannon@solomonbuilders.com; ctomlin@solomonbuilders.com
Phone: (615) 333-9369

§ 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, Construction Manager's Proposal, 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. To the extent the Owner requires any incidental services, construction consulting or value engineering, the Owner acknowledges that such services are advisory and are not professional design services. The Owner will refer such questions, matters and inquiries to the design professionals, and the Construction Manager shall have no liability to the Owner or the Architect or its consultants for such services.

§ 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. Notwithstanding anything to the contrary, the Guaranteed Maximum Price proposal will not be submitted for the Owner's and Architect's review until the Construction Documents are one hundred percent (100%) complete and approved by the Owner.

§ 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 Intentionally omitted.

§ 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 inverts 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 fifty thousand and 00/100 Dollars (\$50,000.00).

§ 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
Project Executive	\$150.00/hour
Pre-Construction Manager	\$150.00/hour
Project Manager	\$125.00/hour
Project Engineer	\$80.00/hour
Project Superintendent	\$125.00/hour

§ 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 Two and eighty-five hundredths percent (2.85%) 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 Two and eighty-five hundredths percent (2.85%) 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 one hundred percent (100 %) 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 (\$1,000.00) per day for each and every day that Substantial Completion has not been achieved beginning fifteen (15) days after expiration of 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. Notwithstanding the foregoing, the liquidated damages specified in this Section 6.1.6 are intended as the Owner's sole and exclusive remedy for Contractor's delay in achieving Substantial Completion, and Owner shall not be entitled to recover both liquidated damages and actual damages on account of delays.

§ 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.

§ 6.2.1 In the event that the Construction Manager is required to pay or bear the burden of any new federal, state, or local tax, or of any rate increase of an existing tax (except a tax on net profits), as a result of any statute, court decision, written ruling, executive order or regulation taking effect after the date of this Agreement, the Cost of Work and GMP shall be equitably adjusted to account for the new tax or tax increase.

§ 6.2.2 The parties acknowledge that some of the materials and products to be used and installed in the construction of the Project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the Construction Manager, including pandemics, supply chain delays, tariffs, or market volatility. If a specified material or product is unavailable or shipment is delayed, Construction Manager shall provide written notice to Owner as provided in the Contract Documents and may propose a substitute material or product, along with a corresponding increase in the Contract Time and/or Guaranteed Maximum Price, subject to the Owner's written approval.

§ 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 at the rates itemized below 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:

- Carpentry Foreman - \$70.00/hour
- Carpentry Labor - \$60.00/hour
- Concrete Labor - \$60.00/hour
- General Laborer - \$50.00/hour

Construction Manager reserves the right to self-perform trades of work including but not limited to demolition, concrete, general trades, installation of blocking, installation of doors, frames and hardware and specialties. This work will be charged at the above labor rates along with related material and equipment costs or in a lump sum agreement.

§ 7.2.2 Wages or salaries at the rates itemized below of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval:

- Project Superintendent - \$125.00/hour

§ 7.2.2.1

Wages or salaries at the rates itemized below 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:

- Project Executive - \$150.00 / hour
- Project Manager - \$125.00 / hour
- Project Engineer - \$80.00 / hour
- Project Coordination and Project Accounting combined shall be billed at a rate of 0.25% of the of the total cost of 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 The labor rates established in Article 7.2.1, 7.2.2 and 7.2.3 are in lieu of actual costs. 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. Insurance as required by Exhibit B of the Contract Documents shall be reimbursed at 1.70% of the total of all other Cost of the Work. This cost will be billed with the first pay application at the commencement of work.

§ 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. Costs for Construction Manager's project management software (such as Procore, Autodesk or similar software) shall be reimbursed at 0.25% of the total of all other Cost of the Work.

§ 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 Contractor 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 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the same 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%). Retainage shall be deposited in a separate interest-bearing escrow account to the extent required by Tennessee Law. The Retainage Escrow Agreement in substantially the form attached as Exhibit C shall be executed between Owner, Construction Manager and Escrow Agent. Owner shall provide the Contractor monthly statements.

§ 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.)

No retainage to be withheld for (i) cost of insurance; and (ii) cost of payment and performance bonds, if any, procured by Construction Manager.

§ 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
- [X] 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 One Million Dollars (\$ 1,000,000) 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 One Million Dollars (\$ 1,000,000) 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 N/A

§ 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	\$5,000,000

§ 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.

§ 14.5.5 Preconstruction services include one estimate for the schematic, design development, and construction documents/GMP phase of the project. The cost of preconstruction services will be included in the Cost of the Work. In the event that the Owner does not move forward with the actual construction, the Owner agrees to reimburse the Construction Manager for the cost of work actually performed associated with the preconstruction.

§ 14.5.6 **Owner Responsibility for Site Condition.** Notwithstanding any other provisions of the Contract Documents to the contrary, it is hereby expressly agreed that:

.1 Upon completion, the Owner will furnish to the Construction Manager a soils report from Engineering Consulting Services, LLC, concerning the condition of the site, and the Owner agrees that the Construction Manager will be entitled to rely upon such a report in performing this Contract.

.2 The Owner shall grant Construction Manager, pursuant to executed Change Order(s) an extension(s) of time and an increase(s) in the Contract Sum to the extent any such site conditions materially different from those indicated in said report furnished to the Construction Manager result in or cause any increase in the expense or time for performance on the part of the Construction Manager.

§ 14.5.7 **No Duty To Investigate Site Conditions.** Notwithstanding any language which may be to the contrary in any of the Contract Documents, Construction Manager shall have no obligation to investigate subsurface or otherwise concealed conditions at the site or unknown physical conditions of an unusual nature at the site, and shall be entitled to relief with respect to any such conditions as provided in the AIA-A201 General Conditions that are incorporated by reference into this Agreement.

§ 14.5.8 **Attorneys' Fees.** In the event of any litigation or arbitration arising out of or related to the enforcement or interpretation of any of the terms and provisions of this Agreement, or breaches thereof, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, including any costs and expenses incurred in relation to arbitration, litigation, and appeal.

§ 14.5.9 With regard to any changes or directive affecting the Work that require approval by any person, firm or entity other than the Owner (such as, but not limited to, Owner's lender for the Project), the Construction Manager

shall not have any obligation to proceed with the change(s), or otherwise recognize the change(s) until such change(s) is approved in writing by the Owner and each such other person, firm or entity.

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
- .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
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- .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.)

Exhibit C: Form of Retainage Escrow Agreement

§ 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)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(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 11:41:07 CDT on 10/28/2025.

Changes to original AIA text

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~~§ 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.

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§ 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 Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Construction Manager's Proposal, 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.

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. To the extent the Owner requires any incidental services, construction consulting or value engineering, the Owner acknowledges that such services are advisory and are not professional design services. The Owner will refer such questions, matters and inquiries to the design professionals, and the Construction Manager shall have no liability to the Owner or the Architect or its consultants for such services.

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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.

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§ 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 Constructor 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.

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§ 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. Notwithstanding anything to the contrary, the Guaranteed Maximum Price proposal will not be submitted for the Owner's and Architect's review until the Construction Documents are one hundred percent (100%) complete and approved by the Owner.

- .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

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§ 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 ~~Amendment~~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.

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.

~~§ 4.1.2 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~~Intentionally omitted.

§ 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 a who shall thereafter consult with the Owner with respect to any necessary corresponding change in the Project's scope and quality.

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§ 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 inverts 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 Agreement.~~Intentionally 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.

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Individual or Position	Rate
<u>Project Executive</u>	<u>\$150.00/hour</u>
<u>Pre-Construction Manager</u>	<u>\$150.00/hour</u>
<u>Project Manager</u>	<u>\$125.00/hour</u>
<u>Project Engineer</u>	<u>\$80.00/hour</u>
<u>Project Superintendent</u>	<u>\$125.00/hour</u>

§ 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.

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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 (\$1,000.00) per day for each and every day that Substantial Completion has not been achieved beginning fifteen (15) days after expiration of 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. Notwithstanding the foregoing, the liquidated damages specified in this Section 6.1.6 are intended as the Owner's sole and exclusive remedy for Contractor's delay in achieving Substantial Completion, and Owner shall not be entitled to recover both liquidated damages and actual damages on account of delays.

§ 6.2.1 In the event that the Construction Manager is required to pay or bear the burden of any new federal, state, or local tax, or of any rate increase of an existing tax (except a tax on net profits), as a result of any statute, court decision, written ruling, executive order or regulation taking effect after the date of this Agreement, the Cost of Work and GMP shall be equitably adjusted to account for the new tax or tax increase.

§ 6.2.2 The parties acknowledge that some of the materials and products to be used and installed in the construction of the Project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the Construction Manager, including pandemics, supply chain delays, tariffs, or market volatility. If a specified material or product is unavailable or shipment is delayed, Construction Manager shall provide written notice to Owner as provided in the Contract Documents and may propose a substitute material or product, along with a corresponding increase in the Contract Time and/or Guaranteed Maximum Price, subject to the Owner's written approval.

§ 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.

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§ 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.

§ 7.2.1- Wages or salaries at the rates itemized below 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:

- Carpentry Foreman - \$70.00/hour
- ~~§ 7.2.2 Wages or salaries~~ Carpentry Labor - \$60.00/hour
- Concrete Labor - \$60.00/hour
- General Laborer - \$50.00/hour

Construction Manager reserves the right to self-perform trades of work including but not limited to demolition, concrete, general trades, installation of blocking, installation of doors, frames and hardware and specialties. This work will be charged at the above labor rates along with related material and equipment costs or in a lump sum agreement.

§ 7.2.2 Wages or salaries at the rates itemized below of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval:

- Project Superintendent - \$125.00/hour

§ 7.2.2.1- Wages or salaries at the rates itemized below 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.)

- Project Coordination and Project Accounting combined shall be billed at a rate of 0.25% of the of the total cost of work

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~~§ 7.2.5 If agreed~~ The labor rates for labor costs established in Article 7.2.1, 7.2.2 and 7.2.3 are in lieu of actual costs, ~~are provided in this Agreement, the~~. The rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Insurance as required by Exhibit B of the Contract Documents shall be reimbursed at 1.70% of the total of all other Cost of the Work. This cost will be billed with the first pay application at the commencement of work.

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§ 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. Costs for Construction Manager's project management software (such as Procore, Autodesk or similar software) shall be reimbursed at 0.25% of the total of all other Cost of the Work.

§ 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.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers 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 Construction Manager 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.

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§ 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 ~~vendorsupplier~~, unless the Owner has provided prior approval;
- .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.

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§ 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.

§ 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 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the same 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.

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§ 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.

- .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

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Five percent (5%). Retainage shall be deposited in a separate interest-bearing escrow account to the extent required by Tennessee Law. The Retainage Escrow Agreement in substantially the form attached as Exhibit C shall be executed between Owner, Construction Manager and Escrow Agent. Owner shall provide the Contractor monthly statements.

No retainage to be withheld for (i) cost of insurance; and (ii) cost of payment and performance bonds, if any, procured by Construction Manager.

§ 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.

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§ 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.

§ 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.~~

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§ 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.~~

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

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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.

§ 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.

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N/A

§ 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.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~(\$ One Million Dollars (\$ 1,000,000)~~ 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 ~~(\$ One Million Dollars (\$ 1,000,000)~~ 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 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.

PAGE 25

§ 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 (\$) per claim and (\$) in the aggregate.~~ N/A

Coverage	Limits
<u>Excess/Umbrella Liability</u>	<u>\$5,000,000</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.)~~ Intentionally omitted.

§ 14.5.5 Preconstruction services include one estimate for the schematic, design development, and construction documents/GMP phase of the project. The cost of preconstruction services will be included in the Cost of the Work. In the event that the Owner does not move forward with the actual construction, the Owner agrees to reimburse the Construction Manager for the cost of work actually performed associated with the preconstruction.

PAGE 26

§ 14.5.6 Owner Responsibility for Site Condition. Notwithstanding any other provisions of the Contract Documents to the contrary, it is hereby expressly agreed that:

.1 Upon completion, the Owner will furnish to the Construction Manager a soils report from Engineering Consulting Services, LLC, concerning the condition of the site, and the Owner agrees that the Construction Manager will be entitled to rely upon such a report in performing this Contract.

.2 The Owner shall grant Construction Manager, pursuant to executed Change Order(s) an extension(s) of time and an increase(s) in the Contract Sum to the extent any such site conditions materially different from those indicated in said report furnished to the Construction Manager result in or cause any increase in the expense or time for performance on the part of the Construction Manager.

§ 14.5.7 No Duty To Investigate Site Conditions. Notwithstanding any language which may be to the contrary in any of the Contract Documents, Construction Manager shall have no obligation to investigate subsurface or otherwise concealed conditions at the site or unknown physical conditions of an unusual nature at the site, and shall be entitled to relief with respect to any such conditions as provided in the AIA-A201 General Conditions that are incorporated by reference into this Agreement.

§ 14.5.8 Attorneys' Fees. In the event of any litigation or arbitration arising out of or related to the enforcement or interpretation of any of the terms and provisions of this Agreement, or breaches thereof, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, including any costs and expenses incurred in relation to arbitration, litigation, and appeal.

§ 14.5.9 With regard to any changes or directive affecting the Work that require approval by any person, firm or entity other than the Owner (such as, but not limited to, Owner's lender for the Project), the Construction Manager shall not have any obligation to proceed with the change(s), or otherwise recognize the change(s) until such change(s) is approved in writing by the Owner and each such other person, firm or entity.

§ 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 Agreement/Contract may be amended only by written instrument signed by both Owner and Construction Manager.

PAGE 27

Exhibit C: Form of Retainage Escrow Agreement

§ 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.

Variable Information

PAGE 1

AGREEMENT made as of the 28th day of October in the year Two Thousand Twenty-Five

The City of Dickson, Tennessee

600 East Walnut Street

Dickson, TN 37055

Solomon Builders, Inc.

4539 Trousdale Drive

Nashville, TN 37204

City of Dickson Aquatic Recreation Facility

800 Highway 70 West

Dickson, TN 37055

Description: New build aquatic recreation center adjacent to the existing Henslee Park Splashpad which will be managed in partnership with the Dickson Family YMCA.

Southern Architecture Workshop, LLC

2020 Fieldstone Parkway, Suite 900-263

Franklin, TN 37069

PAGE 2

The program for the Project is set forth in the Dickson YMCA Programming Book, prepared by Southern Architecture Workshop, Kimley-Horn, and Gro Dev, dated February 13, 2025 (51 pages).

The Project's physical characteristics are set forth in the Schematic Design Package, consisting of the Dickson YMCA Schematic Design, prepared by Southern Architecture Workshop, dated May 27, 2025 (16 pages); Project Narratives, prepared by Southern Architecture Workshop, KPFF, and DFH Services, dated May 22, 2025 (372 pages); and Schematic Design Plans, Dickson Family YMCA, prepared by Kimley-Horn, dated May 27, 2025 (8 pages).

PAGE 3

Thirty Million and 00/100 Dollars (\$30,000,000)

To be determined.

The Date of Commencement of the Work shall be established in the Guaranteed Maximum Price Amendment.

Substantial Completion shall be established in Document A133-2019 Exhibit "A" – Guaranteed Maximum Price Amendment

N/A

N/A

N/A

N/A

PAGE 4

David Travis, City Administrator

600 East Walnut Street

Dickson, TN 37055

and/or,

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

600 East Walnut Street

Dickson, TN 37055

and/or,

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

600 East Walnut Street

Dickson, TN 37055

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

600 East Walnut Street

Dickson, TN 37055

and/or,

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

600 East Walnut Street

Dickson, TN 37055

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

600 E Walnut Street

Dickson, TN 37055

Cooper Morris, P.E.

(615) 441-9508

and/or

PAGE 5

Bret Stock, P.E.

(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 4th Avenue South

Nashville, TN 37210

neil@sawarchitect.com

(615) 830-5600

and/or

David Berry

1131 4th Avenue South

Nashville, TN 37210

(859) 806-3011

Steve Hannon and/or Cooke Tomlin

Solomon Builders, Inc.

4539 Trousdale Drive

Nashville, TN 37204

Email: shannon@solomonbuilders.com; ctomlin@solomonbuilders.com

Phone: (615) 333-9369

N/A

N/A

PAGE 6

N/A

PAGE 12

A Preconstruction Services Fee in an amount not to exceed fifty thousand and 00/100 Dollars (\$50,000.00).

<u>Individual or Position</u>	<u>Rate</u>
<u>Project Executive</u>	<u>\$150.00/hour</u>
<u>Pre-Construction Manager</u>	<u>\$150.00/hour</u>
<u>Project Manager</u>	<u>\$125.00/hour</u>
<u>Project Engineer</u>	<u>\$80.00/hour</u>
<u>Project Superintendent</u>	<u>\$125.00/hour</u>

§ 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 Two and eighty-five hundredths percent (2.85%) of the Cost of the Work.

In the event of any changes in the Work, the Construction Manager's Fee shall remain Two and eighty-five

hundredths percent (2.85%) 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 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 one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

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 (\$1,000.00) per day for each and every day that Substantial Completion has not been achieved beginning fifteen (15) days after expiration of 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. Notwithstanding the foregoing, the liquidated damages specified in this Section 6.1.6 are intended as the Owner's sole and exclusive remedy for Contractor's delay in achieving Substantial Completion, and Owner shall not be entitled to recover both liquidated damages and actual damages on account of delays.

N/A

PAGE 14

- Project Executive - \$150.00 / hour
- Project Manager - \$125.00 / hour
- Project Engineer - \$80.00 / hour

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§ 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 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the same 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 20

Five percent (5%). Retainage shall be deposited in a separate interest-bearing escrow account to the extent required by Tennessee Law. The Retainage Escrow Agreement in substantially the form attached as Exhibit C shall be executed between Owner, Construction Manager and Escrow Agent. Owner shall provide the Contractor monthly statements.

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.

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-%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.

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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 24

. N/A

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~(\$ One Million Dollars (\$ 1,000,000)~~ 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 ~~(\$ One Million Dollars (\$ 1,000,000)~~ 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.

PAGE 25

Coverage	Limits
Excess/Umbrella Liability	\$5,000,000

§ 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.

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

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

Exhibit C: Form of Retainage Escrow Agreement

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 11:41:07 CDT on 10/28/2025 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 #2025-47

**A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A
CONSTRUCTION MANAGER AT RISK CONTRACT WITH HOAR
CONSTRUCTION, LLC FOR THE DICKSON CITY CENTER PROJECT**

WHEREAS, the City of Dickson, Tennessee, intends to construct a City Center in downtown Dickson; and

WHEREAS, following a review of proposals and qualifications according to the City's policy, the administration recommends Hoar Construction, LLC to be the Construction Manager for the project under the terms and conditions of the Construction Manager at Risk contract in Exhibit "A" 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 Hoar Construction, LLC attached hereto in Exhibit "A" 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 Hoar Construction, LLC 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 3rd day of November, 2025.

ATTEST:

Chris Norman, RECORDER

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

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

AGREEMENT made as of the 22nd day of October 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)

Hoar Construction, LLC
215 Centerview Drive, Suite 300
Brentwood, TN 37027

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

City of Dickson City Center
202 South Main Street
Dickson, TN 37055
Description: New municipal office building for city administration and police
department with supporting infrastructure which will be developed at the site of the
existing City of Dickson Municipal Building.

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™–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.)

Program elements for the Project will include administrative offices, public service areas, secure police facilities, and shared support spaces. The design will prioritize functionality, security, accessibility, and future flexibility while meeting all applicable codes and standards. The program elements will be developed as a team to obtain an efficient design that meets the needs of each department. This team will involve City of Dickson Staff such as admin and department heads and the Architect.

§ 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 will be located in Downtown Dickson encompassing approximately two city blocks generally bounded by West Walnut Street, South Main Street, West Chestnut Street, and South Charlotte Ave. The Project consists of a new municipal facility totaling approximately 40,000 to 45,000 square feet. The building will house a new Police Station and Headquarters, City Hall consisting of administration and public services, and a shared

Council Chambers/Courtroom.

§ 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.)

\$30,000,000

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

.1 Design phase milestone dates, if any:

Commencement of Schematic Design Phase:	November 2025
Completion of Temporary Police Department Remodel Plans:	June 2026
Completion of footing and demolition plans:	September 2026
Completion of Construction Phase Plans:	November 2026

.2 Construction commencement date:

Temporary Police Department Remodel:	June 2026
Demolition:	September 2026
City Center Construction:	November 2026

.3 Substantial Completion date or dates:

To be established in Guaranteed Maximum Price Amendment

.4 Other milestone dates:

N/A

§ 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

and/or,

Bret Stock, P.E., Director of Public Works / City Engineer
600 East Walnut Street

Dickson, TN 37055

and/or,

Cooper Morris, P.E., Assistant Director of Public Works
600 East Walnut Street
Dickson, TN 37055

§ 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

and/or,

Cooper Morris, P.E., Assistant Director of Public Works
600 East Walnut Street
Dickson, TN 37055

§ 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 4th Avenue South
Nashville, TN 37210
neil@sawarchitect.com
(615) 830-5600
and/or
David Berry, AIA
1131 4th 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.)

Jason Bennett, Regional President
JBENNETT@HOAR.COM
215 Centerview Drive, Suite 300
Brentwood, TN 37027

§ 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- Construction Manager may provide the staff in its discretion that are necessary to carry out the Preconstruction Services requirements in Article 3.1.

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

Construction Manager shall share subcontractor bid tabulations with the Owner such that Owner has visibility on subcontract bid pricing and comparisons, and Owner reserves the right to object to the use of certain subcontractors with whom Owner has a reasonable objection in accordance with Article 5 of the A201. Consistent with TCA § 12-4-107(b)(3) work undertaken with respect to the Project shall be procured through competitive bids.

§ 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 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.

§ 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.)

« It is understood that the value-engineering pricing will be based on the assumption that the design of all accepted items will be implemented by the Architect within the timeframe necessary to allow for final pricing, material procurement, and installation in accordance with the proposed overall schedule. Contractor assumes no responsibility or liability for value engineering in terms of adherence to design intent, performance, coordination/interaction with other design components, or code compliance. Value engineering pricing does not include any design fees unless expressly stated otherwise.

§ 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 use as set forth in Section A.3.1.5.2 of the Guaranteed Maximum Price Amendment.

§ 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.

§ 3.3.2 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 relevant to 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 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 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.

§ 4.1.4.2 The Owner 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 inverts 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 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.)

Construction Manager shall be paid a lump-sum price of \$25,000 as compensation for its Preconstruction Phase services.

§ 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 twelve (12) 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 thirty (30) 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 three percent (3%) 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 three percent (3 %) 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:

Subcontractor mark-up for overhead and profit for such increases shall be limited to fifteen percent (15%) of the authorized and approved changes.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed eighty percent (80 %) 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 (\$1,000.00) per day for each and every day that Substantial Completion has not been achieved beginning fifteen (15) days after expiration of 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.

The Owner and Construction Manager agree to the foregoing liquidated damages as Owner's sole and exclusive remedy for damages sustained by Owner as a result of Construction Manager's failure to achieve Substantial Completion of the Work by the date set forth above.

§ 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, all savings shall accrue to the Owner.

§ 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 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.)

The parties anticipate mutually agreeing to specific rates for personnel and other stipulated Costs of the Work in the GMP Amendment.

§ 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, except to the extent arising from (.1) the Owner's failure to make timely payment, or (.2) the Owner's request for the Construction Manager to become involved in a dispute, other than those arising 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. Construction Manager shall notify the Owner of any discounts, rebates or refunds from subcontractors or vendors for early payment at the beginning of the Project. Unless Owner elects to make payment early to take advantage of said discounts, the Construction Manager may choose to make payments and then accrue the discounts to the Construction Manager.

§ 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. Notwithstanding anything to the contrary, to the extent the Contract Documents establish any rates, unit prices or lump sum amounts, such rates, unit price and lump sum amounts shall not be subject to audit, provided however, that the foregoing shall not be deemed to apply to audits to determine that any rate or unit price has been properly applied.

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 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th 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 the Architect determines, in the Architect's professional judgment, to be reasonably justified; 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.)

5% Retainage will be withheld. Owner shall open, maintain and fund an interest-bearing escrow account in accordance with the Tennessee Retainage Statute, TCA § 66-34-103.

§ 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.)

No retainage shall be withheld on the Construction Manager's general conditions/general requirements costs, insurance and bond costs or the Construction Manager's Fee.

§ 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.)

Upon mutual written agreement between Owner and the Construction Manager and before the Project's Substantial Completion date, reduction of retainage or payment in full, including release of applicable retainage, may be made to the Construction Manager for a particular Subcontractor's Work that is fully and satisfactorily completed, provided that the Construction Manager and Subcontractor provide a satisfactory complete release of all claims for such Work.

§ 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.)

Upon Substantial Completion of the Work, the Construction Manager will be paid all retainage, exclusive of a reasonable estimate of the Work to be completed and one hundred fifty percent (150%) of the value attributable to "punch list" work

§ 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 shall 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)*

To the fullest extent permitted by law, each party hereby knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or legal proceeding arising out of or relating to this agreement or the transactions it contemplates. Each party acknowledges that this waiver is a material inducement to enter into this agreement and that each party has had an opportunity to consult with legal counsel regarding this waiver.

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 One Million Dollars (\$ 1,000,000) 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 One Million Dollars (\$ 1,000,000) 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 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 N/A (\$) per claim and (\$) 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	\$5,000,000

§ 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
- .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
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- .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.)

Exhibit C: Contractor's Standard Subcontractor Insurance Requirements

§ 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)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(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 11:42:36 CDT on 10/23/2025.

Changes to original AIA text

PAGE 1

PAGE 3

<u>Commencement of Schematic Design Phase:</u>	<u>November 2025</u>
<u>Completion of Temporary Police Department Remodel Plans:</u>	<u>June 2026</u>
<u>Completion of footing and demolition plans:</u>	<u>September 2026</u>
<u>Completion of Construction Phase Plans:</u>	<u>November 2026</u>
<u>Temporary Police Department Remodel:</u>	<u>June 2026</u>
<u>Demolition:</u>	<u>September 2026</u>
<u>City Center Construction:</u>	<u>November 2026</u>

~~§ 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.

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PAGE 5

Jason Bennett, Regional President

JBENNETT@HOAR.COM

215 Centerview Drive, Suite 300

Brentwood, TN 37027

N/A- Construction Manager may provide the staff in its discretion that are necessary to carry out the Preconstruction Services requirements in Article 3.1.

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Construction Manager shall share subcontractor bid tabulations with the Owner such that Owner has visibility on subcontract bid pricing and comparisons, and Owner reserves the right to object to the use of certain subcontractors with whom Owner has a reasonable objection in accordance with Article 5 of the A201. Consistent with TCA § 12-4-107(b)(3) work undertaken with respect to the Project shall be procured through competitive bids.

§ 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.

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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,

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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.

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§ 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 Constructor 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.

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« It is understood that the value-engineering pricing will be based on the assumption that the design of all accepted items will be implemented by the Architect within the timeframe necessary to allow for final pricing, material procurement, and installation in accordance with the proposed overall schedule. Contractor assumes no responsibility or liability for value engineering in terms of adherence to design intent, performance, coordination/interaction with other design components, or code compliance. Value engineering pricing does not include any design fees unless expressly stated otherwise.»

- .1 A list of the Drawings and Specifications, including all Addenda thereto, ~~and the Conditions of the Contract;~~
- .4 TheA 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

§ 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 as set forth in Section A.3.1.5.2 of the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order~~Amendment.

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§ 3.3.2.2 ~~Upon the execution of the As part of its~~ Guaranteed Maximum Price Amendment 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.

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 a who shall thereafter consult with the Owner with respect to any necessary~~ corresponding change in the Project's scope and quality.

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§ 4.1.4.1 The Owner 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.

§ 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 Agreement.~~Intentionally 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.

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Construction Manager shall be paid a lump-sum price of \$25,000 as compensation for its Preconstruction Phase services.

§ 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 - (thirty (30) 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.

Subcontractor mark-up for overhead and profit for such increases shall be limited to fifteen percent (15%) of the authorized and approved changes.

PAGE 13

The Owner and Construction Manager agree to the foregoing liquidated damages as Owner's sole and exclusive remedy for damages sustained by Owner as a result of Construction Manager's failure to achieve Substantial Completion of the Work by the date set forth above.

§ 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.

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§ 7.1.1 The term Cost of the Work shall mean_ 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.

The parties anticipate mutually agreeing to specific rates for personnel and other stipulated Costs of the Work in the GMP Amendment.

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§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, or, except to the extent arising from (1) the Owner's failure to make timely payment, or (2) the Owner's request for the Construction Manager to become involved in a dispute, other than those arising 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.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by ~~the Construction Manager, Subcontractors, or suppliers~~ 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 Construction Manager 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.

§ 7.8.1 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 ~~vendors~~ supplier, unless the Owner has provided prior approval;

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- .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. Construction Manager shall notify the Owner of any discounts, rebates or refunds from subcontractors or vendors for early payment at the beginning of the Project. Unless Owner elects to make payment early to take advantage of said discounts, the Construction Manager may choose to make payments and then accrue the discounts to the Construction Manager.

§ 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.

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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. Notwithstanding anything to the contrary, to the extent the Contract Documents establish any rates, unit prices or lump sum amounts, such rates, unit price and lump sum amounts shall not be subject to audit, provided however, that the foregoing shall not be deemed to apply to audits to determine that any rate or unit price has been properly applied.

§ 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 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th 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.

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- .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

5% Retainage will be withheld. Owner shall open, maintain and fund an interest-bearing escrow account in accordance with the Tennessee Retainage Statute, TCA § 66-34-103.

No retainage shall be withheld on the Construction Manager's general conditions/general requirements costs, insurance and bond costs or the Construction Manager's Fee.

Upon mutual written agreement between Owner and the Construction Manager and before the Project's Substantial Completion date, reduction of retainage or payment in full, including release of applicable retainage, may be made to the Construction Manager for a particular Subcontractor's Work that is fully and satisfactorily completed, provided that the Construction Manager and Subcontractor provide a satisfactory complete release of all claims for such Work.

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Upon Substantial Completion of the Work, the Construction Manager will be paid all retainage, exclusive of a reasonable estimate of the Work to be completed and one hundred fifty percent (150%) of the value attributable to "punch list" work.

~~§ 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 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.

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~~§ 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:

~~§ 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.~~

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

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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.

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§ 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.

§ 14.3.1.1 Commercial General Liability with policy limits of ~~not less than (\$ One Million Dollars (\$ 1,000,000)~~ 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 (\$ One Million Dollars (\$ 1,000,000)~~ 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 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.

Coverage	Limits
<u>Excess/Umbrella Liability</u>	<u>\$5,000,000</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.)~~ Intentionally omitted.

§ 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 Agreement Contract may be amended only by written instrument signed by both Owner and Construction Manager.

§ 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.

Variable Information

PAGE 1

AGREEMENT made as of the 22nd day of October in the year Two Thousand Twenty-Five

The City of Dickson, Tennessee

600 East Walnut Street

Dickson, TN 37055

Hoar Construction, LLC

215 Centerview Drive, Suite 300

Brentwood, TN 37027

City of Dickson

City Center

202 South Main Street

Dickson, TN 37055

Description: New municipal office building for city administration and police department with supporting infrastructure which will be developed at the site of the existing City of Dickson Municipal Building.

Southern Architecture Workshop, LLC

2020 Fieldstone Parkway, Suite 900-263

Franklin, TN 37069

PAGE 2

Program elements for the Project will include administrative offices, public service areas, secure police facilities, and shared support spaces. The design will prioritize functionality, security, accessibility, and future flexibility while meeting all applicable codes and standards. The program elements will be developed as a team to obtain an efficient design that meets the needs of each department. This team will involve City of Dickson Staff such as admin and department heads and the Architect.

PAGE 3

The Project will be located in Downtown Dickson encompassing approximately two city blocks generally bounded by West Walnut Street, South Main Street, West Chestnut Street, and South Charlotte Ave. The Project consists of a new municipal facility totaling approximately 40,000 to 45,000 square feet. The building will house a new Police Station and Headquarters, City Hall consisting of administration and public services, and a shared

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User Notes:

(68fa5aeb805423b484871a93)

Council Chambers/Courtroom.

\$30,000,000

Commencement of Schematic Design Phase: November 2025

Completion of Temporary Police Department Remodel Plans: June 2026

Completion of footing and demolition plans: September 2026

Completion of Construction Phase Plans: November 2026

Temporary Police Department Remodel: June 2026

Demolition: September 2026

City Center Construction: November 2026

To be established in Guaranteed Maximum Price Amendment

N/A

N/A

N/A

N/A

PAGE 4

David Travis, City Administrator

600 East Walnut Street

Dickson, TN 37055

and/or,

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

600 East Walnut Street

Dickson, TN 37055

and/or,

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

600 East Walnut Street

Dickson, TN 37055

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

600 East Walnut Street

Dickson, TN 37055

and/or,

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

600 East Walnut Street

Dickson, TN 37055

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

600 E Walnut Street

Dickson, TN 37055

PAGE 5

Cooper Morris, P.E.

(615) 441-9508

and/or

Bret Stock, P.E.

(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 4th Avenue South

Nashville, TN 37210

neil@sawarchitect.com

(615) 830-5600

and/or

David Berry, AIA

1131 4th Avenue South

Nashville, TN 37210

(859) 806-3011

PAGE 6

N/A

PAGE 12

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) 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 - (~~thirty~~ (30) 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 three percent (3%) of the Cost of the Work.

In the event of any changes in the Work, the Construction Manager's Fee shall remain three percent (3 %) of the Cost of the Work as changed.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed eighty percent (80 %) of the standard rental rate paid at the place of the Project.

PAGE 13

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 (\$1,000.00) per day for each and every day that

Substantial Completion has not been achieved beginning fifteen (15) days after expiration of 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, all savings shall accrue to the Owner.

PAGE 14

The parties anticipate mutually agreeing to specific rates for personnel and other stipulated Costs of the Work in the GMP Amendment.

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 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th 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 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.

To the fullest extent permitted by law, each party hereby knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or legal proceeding arising out of or relating to this agreement or the transactions it contemplates. Each party acknowledges that this waiver is a material inducement to enter into this agreement and that each party has had an opportunity to consult with legal counsel regarding this waiver.

PAGE 23

N/A

PAGE 24

§ 14.3.1.1 Commercial General Liability with policy limits of ~~not less than (\$ One Million Dollars (\$ 1,000,000)~~ 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 (\$ One Million Dollars (\$ 1,000,000)~~ 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 N/A (\$) per claim and (\$) in the aggregate.

Coverage	Limits
Excess/Umbrella Liability	\$5,000,000

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.

PAGE 26

Exhibit C: Contractor's Standard Subcontractor Insurance Requirements

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 11:42:36 CDT on 10/23/2025 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 #2025-74

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT FOR SERVICES WITH FIRST DUE HOLDINGS, INC. TO PROVIDE THE DICKSON FIRE DEPARTMENT ACCESS TO SOFTWARE FOR INCIDENT REPORTING, PERSONNEL MANAGEMENT, CAD INTEGRATION, TRAINING AND OTHER SERVICES

WHEREAS, the provider of certain software services for the operations of the Dickson Fire Department is ceasing operation; and

WHEREAS, the administration of the Dickson Fire Department has reviewed options for providers of the software services needed for its operations; and

WHEREAS, the administration of the Dickson Fire Department recommends acceptance of the proposal from First Due Holdings, Inc. through its wholly-owned subsidiary Locality Media, LLC, doing business as First Due for an initial term of twelve (12) months to be renewed or terminated according to the terms contained therein.

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

SECTION 1. The Agreement for Services for certain software services from First Due attached hereto is hereby approved and accepted.

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

SECTION 3. Payment for services within the scope of services contained in the Agreement for Services 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 3rd day of November, 2025.

ATTEST:

Chris Norman, RECORDER

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



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **October 31, 2025** (the "Effective Date") is made by and between First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due ("First Due"), and the **Dickson Fire Department** located at **101 Church St, Dickson, TN 37055** (the "Customer").

1. **Service Access and Use Agreement.** First Due maintains a website through which Customer members may access First Due's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. First Due agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. **Credential Management, Data Submission, and License Rights.** First Due may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes First Due to act on any instructions First Due receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). First Due also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". First Due may acquire Data from third party public and/or private sources in First Due's discretion. In addition, the Customer will upload to the Service or otherwise provide to First Due in such form and using such methods as First Due reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by First Due. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to First Due a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to First Due by the Customer in connection with the development, operation, and performance of First Due's business, including but not limited to the Service.
3. **Data Use, Disclaimers, and Limitations of Liability.** As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that First Due, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which First Due has no control and for which First Due assumes no responsibility. First Due makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does First Due make any representation or warranty regarding the accuracy or reliability of the Data received by First Due. First Due provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. **Customer Equipment and Technical Requirements.** The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). First Due shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to First Due ("Technical Problems").
5. **Term and Termination.** This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. First Due reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. **Effects of Termination and Reservation of Rights.** Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 15 and 19 through 23 hereof shall survive any termination or expiration of this Agreement.
7. **Fees, Additional Services, and Taxes.** The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). First Due may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on First Due's income).
8. **Intellectual Property and Data Rights.**
 - a. **First Due IP.** First Due owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by First Due to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by First Due, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
 - b. **Customer Data.** Customer shall own all Customer data and upon termination or written request, First Due shall provide Customer data to Customer.
 - c. **De-Identification.** Customer acknowledges and agrees that First Due may use Customer data to generate a de-identified data set (a "Data Set") in accordance with the then-current HIPAA de-identification standards set forth in 45 CFR § 164.514(b). Once de-identified, the Data Set will no longer constitute identifiable Customer data or "Protected Health Information", as defined under HIPAA at 45 CFR 160.103. Subject to applicable laws, First Due may, in its sole discretion, transform, analyze, distribute, redistribute, create derivative works of, license, disclose to third party researchers, or otherwise use such Data Set.

9. Confidentiality.

- a. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed First Due's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
- b. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with this Section 9 or otherwise are bound under substantially similar confidentiality restrictions.
- c. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9(a) or 9(b) by the other party, any of its employees, agents or consultants.

10. Limited Warranty. FIRST DUE REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, FIRST DUE MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES FIRST DUE WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.

11. Service Levels and Support Obligations. First Due will provide the Service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. First Due will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery

2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

12. Warranty Limitations and Disclaimers. EXCEPT AS SET FORTH ABOVE IN SECTION 10, FIRST DUE MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. FIRST DUE SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.

13. Customer Representations, Data Rights, and Use Restrictions. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to First Due, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

14. Indemnification.

- a. First Due will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by First Due of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
- b. The Customer will indemnify, defend and hold First Due harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 13(a) or result from the gross negligence or willful misconduct of First Due.
- c. Such indemnification under Sections 14(a) and 14(b) will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.

- 15. Limitation of Liability.** EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO FIRST DUE WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
- 16. Notices.** All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
- 17. Assignment.** Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. First Due may assign this Agreement or any rights or obligations hereunder to any First Due affiliate or in connection with the merger or acquisition of First Due or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
- 18. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- 19. Modifications.** Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
- 20. Third Party Beneficiary.** The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
- 21. Force Majeure.** Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
- 22. Training Content Disclaimer.** As related to First Due's Basic Training Records, Advanced Training Records, and Advanced Training Records with Content modules and associated Training Content, First Due's products are intended to be used by certified instructors and are designed to be integrated into a broader curriculum that includes digital, online, or in person classroom instruction, hands-on practice and the use of educational materials. Some practices or procedures shown may differ from Licensee's competency and procedural requirements. First Due makes no warranty, expressed or implied that the information presented will satisfy any particular situation or need or that any demonstrated procedure is safe. First Due disclaims any liability, loss or risk resulting directly or indirectly from the Training Products.
- 23. Entire Agreement and Severability.** This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
- 24. Headings.** The headings and titles in this Agreement are for convenience of reference only and shall not affect the meaning, interpretation, or construction of any provision of this Agreement. They are not intended to be part of the substantive terms and shall not be used to interpret the intent of the parties.

25. Agreement Billing Information.

a. Accounts Payable Contact

Name: _____

Email: _____

Phone: _____

b. Tax Exempt _____ (Yes/No)

If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. Purchase Order Required _____ (Yes/No)

If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above. The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective parties.

**FIRST DUE HOLDINGS, INC.,
THROUGH ITS WHOLLY-OWNED SUBSIDIARY
LOCALITY MEDIA, LLC DBA FIRST DUE**

Dickson Fire Department

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____



Exhibit A Quote

Customer Name: Dickson Fire Department
Billing Address: 101 Church St
Dickson, TN 37055
Subscription Start: October 31, 2025
Initial Term: 12 months
Annual Subscription: \$5,600.00

Quote Number: 1545132000465091231
Prepared By: Eric Bambard
Valid Until: December 31, 2025

Product Details

Incident Reporting – NFIRS

NFIRS Incident Documentation, State and Federal Compliance with automated submission.

Incident Reporting – NFIRS EMS+

NFIRS Incident Documentation, State and Federal Compliance with automated submission including standard NFIRS EMS Module with additional fields for enhanced patient documentation. Fields include Treatments, Procedures, Medications, Vitals, Signature

Personnel Management

Store, Manage and Access Employee Records including demographic data, certifications and employment information.

CAD Integration (Other)

Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.

Essentials Online Training Package

Up to 4 Hours Online Training with certified First Due Instructor

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	\$ 900.00
Subscription Fees Subtotal	\$ 5,600.00
Grand Total*	\$ 6,500.00

**Excluding Tax*

Statement of Work. The attached Statement of Work will detail the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Quote.

Invoicing and Payment Terms. The above-listed Grand Total will be invoiced on or around the Subscription Start date and due within thirty (30) days from the date of the invoice. For subsequent annual periods, the Service fees are due and payable annually in advance.

Electronic ACH payment Information. Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) First Due Holdings, Inc.	
	2 Business name/disregarded entity name, if different from above. Locality Media, LLC dba First Due	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 390 NE 191st St STE 17328		Requester's name and address (optional)
6 City, state, and ZIP code Miami, FL 33179		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

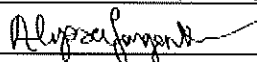
Social security number								
			-				-	
OR								
Employer identification number								
3	9	-	2	7	2	5	8	0 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **09/25/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

RESOLUTION #2025-75

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH THE TENNESSEE DEPARTMENT OF DISABILITY AND AGING FOR A GRANT FOR THE CITY OF DICKSON SENIOR ACTIVITY CENTER

WHEREAS, the Tennessee General Assembly has appropriate funds to the Department of Disability and Aging for grants to Senior Centers across the state; and

WHEREAS, the Tennessee Department of Disability and Aging has awarded a grant of twenty-three thousand dollars (\$23,000.00) to the City of Dickson's Senior Activity Center subject to the terms and conditions contained in the Grant Contract attached hereto.

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

SECTION 1. The Grant Contract with the Tennessee Department of Disability and Aging attached hereto is approved.

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

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

Approved and adopted this 3rd day of November, 2025.

ATTEST:

Chris Norman, RECORDER

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



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date November 1, 2025	End Date March 31, 2027	Agency Tracking # 34401-99566-16	Edison ID 87339		
Grantee Legal Entity Name City of Dickson			Edison Vendor ID 0000001522		
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number Grantee's fiscal year end 6/30			
Service Caption (one line only) Senior Center Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	\$10,823.53				\$10,823.53
2027	\$12,176.47				\$12,176.47
TOTAL:	\$23,000.00				\$23,000.00
Grantee Selection Process Summary					
☒ Competitive Selection		This grantee was selected as per the predefined methodology in the approved DGA			
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. Andy T Kidd Digitally signed by Andy T Kidd Date: 2025.10.01 14:52:29 -05'00'			CPO USE - GG		
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF DISABILITY AND AGING
AND
CITY OF DICKSON**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Disability and Aging, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Dickson, hereinafter referred to as the "Grantee," is for the provision of the Senior Center Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001522

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Purpose. Funding for this grant award was appropriated by the General Assembly for the sole purpose of making grants on a competitive basis to Senior Centers across the state of Tennessee.
- A.3. The Grantee shall use the grant funding for costs related to one or more of the categories listed below. If the Grantee is unsure if an expenditure is allowable, the Grantee shall request approval from the State.
 - a. Capital projects (building improvements, equipment, etc.);
 - b. Marketing
 - c. Programming/activities; and/or
 - d. Routine operating expenses.
- A.4. The Grantee shall not use the grant funding for any expenditure listed below. If the Grantee is unsure if an expenditure is allowable, the Grantee shall request approval from the State.
 - a. Alcohol;
 - b. Gift Cards; and
 - c. Salaries for staff that are on payroll.
- A.5. The Grantee shall submit mid-term and final reports, using a template provided by the State, by March 31, 2026, October 31, 2026, and April 30, 2027. The reports shall include the following information:
 - a. A list of items purchased;
 - b. Number of unduplicated people served;
 - c. Pictures of items, materials, programs, activities, etc. purchased using the grant funding; and
 - d. Testimonials from Senior Center members about how the funding impacted their participation at the senior center.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

- b. the State grant proposal solicitation as may be amended, if any; and
- c. the Grantee's proposal (Attachment B) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on November 1, 2025 ("Effective Date") and ending on March 31, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty-Three Thousand Dollars (\$23,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

DDA.Aging.IFR@tn.gov: or
 Department of Disability and Aging
 500 James Robertson Parkway
 Davy Crockett Tower, 2nd Floor
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Disability and Aging, Senior Center Grants.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.

- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Sidney Enss, Director of Volunteer Engagement & Senior Center Liaison
Department of Disability and Aging
500 James Robertson Parkway
Davy Crockett Tower, 2nd Floor
Nashville, TN 37243
Sidney.Enss@tn.gov
Telephone # 615-741-1585

The Grantee:

Joan Rial, Director
City of Dickson
100 Payne Spring Road, Dickson, TN 37055
jrial@cityofdickson.com
Telephone # 615-446-9350

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other

classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has

ended, the Grantee shall fill out the End of Fiscal Year (“EOFY”) (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget’s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default

or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored

health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

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

IN WITNESS WHEREOF,

CITY OF DICKSON:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF DISABILITY AND AGING

BRAD TURNER, COMMISSIONER

DATE

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: November 1, 2025 END: March 31, 2027				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	\$23,000.00	0.00	\$23,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$23,000.00	0.00	\$23,000.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A | Page 2**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	\$23,000.00
TOTAL	\$23,000.00

RESOLUTION #2025-77

**A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A
PROPOSAL FROM DICKSON RESTORATION, LLC FOR WATER DAMAGE
REMEDiation AT THE WAR MEMORIAL BUILDING**

WHEREAS, the City of Dickson, Tennessee, has undertaken measures to repair and preserve the historic War Memorial Building; and

WHEREAS, those measures include roof repairs, remediation of water damage and preventive measures to mitigate future damages; and

WHEREAS, the administration recommends the proposal from Dickson Restoration, LLC attached hereto for the remediation of interior damage to the building caused by water leakage.

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

SECTION 1. The proposal for Water Damage Remediation for the War Memorial Building submitted by Dickson Restoration, LLC and attached hereto is approved and accepted.

SECTION 2. The Mayor of the City of Dickson is hereby authorized to sign and execute a contract and all documents and instruments necessary for the performance of the services described in the proposal.

SECTION 3. Payment for services within the scope of services contained in the proposal 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 3rd day of November, 2025.

ATTEST:

Chris Norman, RECORDER

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



Dickson Restoration

711 Highway 70 East
Dickson Tn. 37055

Client: War Memorial Building Water Damage Remediation
Property: 600 East Walnut Street
Dickson, TN 37055

Home: (615) 441-9508

Operator: NASHVILL

Estimator: Josh Henry
Company: Dickson Restoration
Business: 711 Highway 70 East
Dickson, TN 37055

Business: (615) 504-7411
E-mail: dicksonrestoration@gmail.com

Type of Estimate:

Date Entered: 10/28/2025

Date Assigned:

Price List: TNNA8X_OCT25

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2025-10-28-1029



Dickson Restoration

711 Highway 70 East
Dickson Tn. 37055

2025-10-28-1029

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Water Extraction & Remediation Technician - per hour	12.00 HR	0.00	69.72	0.00	836.64
2. Equipment setup, take down, and monitoring (hourly charge)	8.00 HR	0.00	69.72	0.00	557.76
3. General Demolition - per hour	12.00 HR	53.06	0.00	0.00	636.72
4. Add for personal protective equipment - Heavy duty	2.00 EA	0.00	50.23	7.76	108.22
5. Add for HEPA filter (for negative air exhaust fan)	4.00 EA	0.00	212.60	76.48	926.88
Totals: Main Level				84.24	3,066.22

Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
6. HEPA Vacuuming - Detailed - (PER SF)	36.41 SF	0.00	0.94	0.00	34.23
7. Mini air mover (per 24 hour period) - No monitoring	8.00 EA	0.00	11.00	0.00	88.00
8. Dehumidifier (per 24 hour period) - Large - No monitoring	2.00 EA	0.00	74.75	0.00	149.50
9. Apply anti-microbial agent to the surface area	36.41 SF	0.00	0.34	0.18	12.56
10. Clean floor	129.97 SF	0.00	0.62	0.13	80.71
Totals: Bathroom				0.31	365.00

Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
11. Tear out baseboard	20.63 LF	0.64	0.00	0.00	13.20
12. Content Manipulation charge - per hour	1.00 HR	0.00	52.69	0.00	52.69
13. Tear out and bag wet insulation	173.33 SF	0.88	0.00	0.85	153.38
14. Tear out wet drywall, cleanup, bag for disposal	173.33 SF	1.20	0.00	2.37	210.37
15. Protect - Cover with plastic	200.00 SF	0.00	0.38	2.54	78.54



Dickson Restoration

711 Highway 70 East
Dickson Tn. 37055

CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
16. Dehumidifier (per 24 hour period) - Large - No monitoring	2.00 EA	0.00	74.75	0.00	149.50
17. Mini air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	11.00	0.00	66.00
18. Negative air fan/Air scrubber (24 hr period) - No monit.	2.00 DA	0.00	72.51	0.00	145.02
19. Apply anti-microbial agent to the surface area	173.33 SF	0.00	0.34	0.85	59.78
20. HEPA Vacuuming - Detailed - (PER SF)	173.33 SF	0.00	0.94	0.00	162.93
21. Water Extraction & Remediation Technician - per hour	2.00 HR	0.00	69.72	0.00	139.44
Totals: Kitchen				6.61	1,230.85

Hallway

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
22. Containment Barrier/Airlock/Decon. Chamber	150.00 SF	0.00	1.11	2.49	168.99
23. Peel & seal zipper	2.00 EA	0.00	14.95	1.95	31.85
24. HEPA Vacuuming - Detailed - (PER SF)	126.12 SF	0.00	0.94	0.00	118.55
25. Apply anti-microbial agent to the surface area	126.12 SF	0.00	0.34	0.62	43.50
26. Mini air mover (per 24 hour period) - No monitoring	16.00 EA	0.00	11.00	0.00	176.00
27. Negative air fan/Air scrubber (24 hr period) - No monit.	2.00 DA	0.00	72.51	0.00	145.02
Totals: Hallway				5.06	683.91

Conference Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
28. Content Manipulation charge - per hour	1.00 HR	0.00	52.69	0.00	52.69
29. Containment Barrier/Airlock/Decon. Chamber	200.00 SF	0.00	1.11	3.32	225.32
30. Peel & seal zipper	1.00 EA	0.00	14.95	0.98	15.93
31. Protect contents - Cover with plastic	200.00 SF	0.00	0.25	1.76	51.76



Dickson Restoration

711 Highway 70 East
Dickson Tn. 37055

CONTINUED - Conference Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
32. Mini air mover (per 24 hour period) - No monitoring	12.00 EA	0.00	11.00	0.00	132.00
33. Dehumidifier (per 24 hour period) - Large - No monitoring	2.00 EA	0.00	74.75	0.00	149.50
34. Negative air fan/Air scrubber (24 hr period) - No monit.	2.00 DA	0.00	72.51	0.00	145.02
35. HEPA Vacuuming - Detailed - (PER SF)	203.24 SF	0.00	0.94	0.00	191.05
36. Apply anti-microbial agent to the surface area	203.24 SF	0.00	0.34	0.99	70.09
Totals: Conference Room				7.05	1,033.36

Auditorium

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
37. Mini air mover (per 24 hour period) - No monitoring	32.00 EA	0.00	11.00	0.00	352.00
38. Dehumidifier (per 24 hour period) - Large - No monitoring	4.00 EA	0.00	74.75	0.00	299.00
39. Apply anti-microbial agent to the surface area	1,707.04 SF	0.00	0.34	8.32	588.71
40. HEPA Vacuuming - Detailed - (PER SF)	1,111.83 SF	0.00	0.94	0.00	1,045.12
Totals: Auditorium				8.32	2,284.83

Back Stage Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
41. Content Manipulation charge - per hour	1.00 HR	0.00	52.69	0.00	52.69
42. Mini air mover (per 24 hour period) - No monitoring	8.00 EA	0.00	11.00	0.00	88.00
43. Dehumidifier (per 24 hour period) - Large - No monitoring	2.00 EA	0.00	74.75	0.00	149.50
44. Negative air fan/Air scrubber (24 hr period) - No monit.	2.00 DA	0.00	72.51	0.00	145.02
45. HEPA Vacuuming - Detailed - (PER SF)	336.42 SF	0.00	0.94	0.00	316.23
46. Clean floor	73.65 SF	0.00	0.62	0.07	45.73
47. Apply anti-microbial agent to the surface area	336.42 SF	0.00	0.34	1.64	116.02



Dickson Restoration

711 Highway 70 East
Dickson Tn. 37055

CONTINUED - Back Stage Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Back Stage Room				1.71	913.19

Storage Area/Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
48. Mini air mover (per 24 hour period) - No monitoring	24.00 EA	0.00	11.00	0.00	264.00
49. Dehumidifier (per 24 hour period) - Large - No monitoring	2.00 EA	0.00	74.75	0.00	149.50
50. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	2.00 DA	0.00	105.50	0.00	211.00
51. HEPA Vacuuming - Detailed - (PER SF)	1,646.86 SF	0.00	0.94	0.00	1,548.05
52. Clean floor	438.91 SF	0.00	0.62	0.43	272.55
53. Apply anti-microbial agent to the surface area	1,646.86 SF	0.00	0.34	8.03	567.96
Totals: Storage Area/Room				8.46	3,013.06

Janitor's Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
54. Mini air mover (per 24 hour period) - No monitoring	4.00 EA	0.00	11.00	0.00	44.00
55. Dehumidifier (per 24 hour period) - Large - No monitoring	2.00 EA	0.00	74.75	0.00	149.50
56. Negative air fan/Air scrubber (24 hr period) - No monit.	2.00 DA	0.00	72.51	0.00	145.02
57. HEPA Vacuuming - Detailed - (PER SF)	289.73 SF	0.00	0.94	0.00	272.35
58. Clean floor underlayment / wood subfloor	36.04 SF	0.00	0.56	0.04	20.22
59. Apply anti-microbial agent to the surface area	289.73 SF	0.00	0.34	1.41	99.92
Totals: Janitor's Room				1.45	731.01

Office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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Dickson Restoration

711 Highway 70 East
Dickson Tn. 37055

CONTINUED - Office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
60. Mini air mover (per 24 hour period) - No monitoring	20.00 EA	0.00	11.00	0.00	220.00
61. Dehumidifier (per 24 hour period) - Large - No monitoring	2.00 EA	0.00	74.75	0.00	149.50
62. Negative air fan/Air scrubber (24 hr period) - No monit.	2.00 DA	0.00	72.51	0.00	145.02
63. HEPA Vacuuming - Detailed - (PER SF)	721.35 SF	0.00	0.94	0.00	678.07
64. Clean floor	185.26 SF	0.00	0.62	0.18	115.04
65. Apply anti-microbial agent to the surface area	721.35 SF	0.00	0.34	3.52	248.78
Totals: Office				3.70	1,556.41

HVAC Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
66. Mini air mover (per 24 hour period) - No monitoring	12.00 EA	0.00	11.00	0.00	132.00
67. Dehumidifier (per 24 hour period) - Large - No monitoring	2.00 EA	0.00	74.75	0.00	149.50
68. Negative air fan/Air scrubber (24 hr period) - No monit.	2.00 DA	0.00	72.51	0.00	145.02
69. HEPA Vacuuming - Detailed - (PER SF)	623.80 SF	0.00	0.94	0.00	586.37
70. Clean floor	122.54 SF	0.00	0.62	0.12	76.09
71. Apply anti-microbial agent to the surface area	623.80 SF	0.00	0.34	3.04	215.13
Totals: HVAC Room				3.16	1,304.11

Fire Place Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
72. Mini air mover (per 24 hour period) - No monitoring	12.00 EA	0.00	11.00	0.00	132.00
73. Dehumidifier (per 24 hour period) - Large - No monitoring	2.00 EA	0.00	74.75	0.00	149.50
74. Add for HEPA filter (for negative air exhaust fan)	2.00 EA	0.00	212.60	38.24	463.44
75. HEPA Vacuuming - Detailed - (PER SF)	1,739.58 SF	0.00	0.94	0.00	1,635.21



Dickson Restoration

711 Highway 70 East
Dickson Tn. 37055

CONTINUED - Fire Place Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
76. Clean floor	406.53 SF	0.00	0.62	0.40	252.45
77. Apply anti-microbial agent to the surface area	1,739.58 SF	0.00	0.34	8.48	599.94
Totals: Fire Place Room				47.12	3,232.54
Line Item Totals: 2025-10-28-1029				177.19	19,414.49



Dickson Restoration

711 Highway 70 East
Dickson Tn. 37055

Summary

Line Item Total	19,237.30
Material Sales Tax	177.19
Replacement Cost Value	\$19,414.49
Net Claim	\$19,414.49

Josh Henry

RESOLUTION #2025-78

**A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A
PROPOSAL FROM UNITED STRUCTURAL SYSTEMS FOR ENCAPSULATION OF
THE CRAWLSPACE AT THE WAR MEMORIAL BUILDING**

WHEREAS, the City of Dickson, Tennessee, has undertaken measures to repair and preserve the historic War Memorial Building; and

WHEREAS, those measures include roof repairs, remediation of water damage and preventive measures to mitigate future damages; and

WHEREAS, the administration recommends the proposal from United Structural Systems attached hereto for the encapsulation of the crawlspace and preventive measures to mitigate the risk of further damage from moisture and other factors.

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

SECTION 1. The proposal for Crawlspace Encapsulation and water/moisture damage mitigation for the War Memorial Building submitted by United Structural Systems and attached hereto is approved and accepted.

SECTION 2. The Mayor of the City of Dickson is hereby authorized to sign and execute a contract and all documents and instruments necessary for the performance of the services described in the proposal.

SECTION 3. Payment for services within the scope of services contained in the proposal 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 3rd day of November, 2025.

ATTEST:

Chris Norman, RECORDER

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

Service Agreement

Experience The Best. No Fine Print. No Hidden Clauses.

**Date Prepared:**

10/28/2025

Prepared For:

Mayor Don L Weiss Jr O.D.
200 Center Avenue,
Dickson, TN 37055

Prepared By:

Kenny Williams
(615) 801-4237
kenny@usstn.com



Service Agreement

United Structural Systems, LLC (USS, LLC) enters into this agreement with **Mayor Don Weiss Jr.**, to provide labor, equipment, and materials for the repairs listed below and shown on the attached drawing at **200 Center Avenue, Dickson, TN 37055**. This agreement and its prices herein, are good for 30 days after issue.

Repair Plan

Encapsulation	Product	QTY	Units	Transferable Warranty
Install 3 LED lights and a switch within 1 ft. of the Crawlspace access door.	Other	1	None	
Airseal and insulate the area of the rim joist and sill plate, to seal off outside air infiltration.	Air Seal and Insulate	50	LF	Lifetime-See Below
Removal & Disposal of Debris from Crawlspace	Debris Removal	1	None	--
Install drainage matting beneath vapor barrier.	Drainage Matting	400	SF	1 Year-See Below
Install electrical outlet for sump pump or dehumidifier by a licensed electrician.	Electrical Hookup	1	EA	1 Year-See Below
Install 2" foam board on inside of perimeter wall of basement or crawlspace.	Insulation Board	50	SF	1 Year-See Below
Install wired dehumidifier control	Dehumidifier Control	1	EA	N/A
Install USS "Clean Seal" encapsulation system.	Encapsulation - 125 mil	400	SF	Lifetime-See Below
Dehumidifier's are made in the USA and come with a 5-year manufactures warranty. This product is made for spaces up to 2200 square feet and will remove 70 pints of water a day at 260 cfm. Other features include a digital display and washable filter.	70 Pint Dehumidifier	1	EA	5 Years-See Below

\$8,290.00

Crawlspace Encapsulation/Interior Drain System Service Plan	Product	QTY	Units	Transferable Warranty
(1) One Year Annual Service Agreement - Inspect (replace if needed) air filters for dehumidifiers, electrical control system, discharge including condensate pump (if installed). Sump Pumps (if installed), inspect electrical connections, float switches, check valves, discharge operation, condition of battery and backup pump (if installed) and electrical system. Inspect and pressure check jack posts if installed. Inspect encapsulation liner for damage and repair/replace if needed.	(1) Year Service Agreement Crawlspace Encapsulation/Interior Drain	1		Service Agreement is Transferable to new owners at no charge.

\$300.00

General	Product	QTY	Units	Transferable Warranty
Clean-up area of repair.	Site Clean-up	1	None	No Warranty

\$120.00

Additional Remarks:

USS does not currently offer radon testing or remediation.

Agreement Summary:

Total: \$8,710.00

Balance Due at Completion: \$8,710.00

For all debit/credit card payments, USS will waive a 2.5% processing fee only if swiped onsite (by foreman) at completion of repair.

Transferable Warranty Detail	
Product	Transferable Warranty Detail
Air Seal and Insulate	Lifetime of structure warranty ;against normal wear & tear with the encapsulation airseal & insulation in the area of rim joist and sill plate. Normal wear & tear does not include tears or punctures resulting from mechanical repairs or against cuts & punctures by sharp objects. The encapsulation system is not intended to serve as a mold mitigation system. USS provides no warranty or guarantee, written or verbal, against mold growth in the crawlspace or interior of home and will not be responsible for any damages caused by mold, to include but not limited to property damage, adverse health effects or any other mold-related effect.
Drainage Matting	1 year against defects in materials and workmanship in area of repair.
Electrical Hookup	1 year against defects in materials and workmanship in area of repair.
Insulation Board	1 year against defects in materials and workmanship in area of repair.
Dehumidifier Control	N/A
Encapsulation - 125 mil	Lifetime of structure warranty on encapsulation liner against normal wear & tear. Normal wear & tear does not include tears or punctures resulting from mechanical repairs or against cuts & punctures by sharp objects. The encapsulation system is not intended to serve as a mold mitigation system. USS provides no warranty or guarantee, written or verbal, against mold growth in the crawlspace or interior of home and will not be responsible for any damages caused by mold, to include but not limited to property damage, adverse health effects or any other mold-related effect.
70 Pint Dehumidifier	5 years manufactures unit repair/replacement warranty.

Transferable Warranty Detail

Product	Transferable Warranty Detail
(1) Year Service Agreement Crawlspace Encapsulation/Interior Drain	Should ownership of the property to which this service plan applies change, this service plan is transferable at no cost to the new owner.

Repair Plan Comments

Product	Repair Plan Comments
70 Pint Dehumidifier	Customer is responsible for keeping filter cleaned, and drain free flowing, as necessary. USS offers a annual maintenance repair plan that includes cleaning/repacing air filter and a thorough inspection of the dehumidifier.
(1) Year Service Agreement Crawlspace Encapsulation/Interior Drain	This (1) one year service agreement includes an annual inspection of the crawlspace/basement and a check-up on all mechanical systems installed by United Structural Systems, LLC (USS), including sump pump systems, dehumidifiers, condensate pumps and radon fans. USS will clean/replace dehumidifier air filter, clean dehumidifier condensate drain line and condensate pump drain line. Service includes inspection of sump basin; sump pump check valve and water test the discharge line to confirm there are no obstructions. Inspect interior perimeter drain system and crawl space encapsulation systems. USS will repair/replace the items above if found to be defective at no cost, even if the original warranty has expired (battery for backup pump excluded), and extend a 10% discount on any new repairs in the future, provided that the Annual Service Agreement hasn't expired.

Service Agreement, cont'd.

Agreement Acceptance

The prices, specifications and conditions on this agreement are satisfactory and are hereby accepted. USS, LLC is authorized to do the work as specified at this location: **200 Center Avenue, Dickson, TN 37055**. Payment is due at completion and customer agrees to pay USS foreman the balance at completion. I understand that failure to pay USS, LLC shall result in voiding of all warranties. I also understand that failure to pay USS, LLC may result in my assuming any legal fees associated with USS, LLC's attempt to collect my unpaid balance. This agreement includes the attached job specific drawings.

Client Signature

USS Signature

Edward K. Williams

Mayor Don Weiss Jr
200 Center Avenue
Dickson, TN 37055

Kenny Williams
(615) 801-4237
kenny@usstn.com

Date:

Contractor License # by State:

- **Alabama:** 59340
- **Georgia:** GCCO008803
- **North Carolina:** 103788
- **South Carolina:** CLG.126234
- **Tennessee:** 48081

Buyer's right to cancel:

You may cancel this agreement by contacting USS, LLC prior to your scheduled start date.











RESOLUTION #2025-79

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROPOSAL FROM BATSON AND PHILLIPS INC. TO REPLACE THE HVAC SYSTEM AT THE WAR MEMORIAL BUILDING

WHEREAS, the City of Dickson, Tennessee, has undertaken measures to repair and preserve the historic War Memorial Building; and

WHEREAS, those measures include roof repairs, remediation of water damage and preventive measures to mitigate future damages; and

WHEREAS, the administration recommends Option #2 of the proposal from Batson and Phillips Inc. attached hereto for the replacement of the 7.5-ton split gas HVAC system and associated support systems and ductwork as described therein.

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

SECTION 1. The proposal for replacement of the HVAC system for the War Memorial Building submitted by Batson and Phillips Inc. and attached hereto is approved and accepted.

SECTION 2. The Mayor of the City of Dickson is hereby authorized to sign and execute a contract and all documents and instruments necessary for the performance of the services described in the proposal.

SECTION 3. Payment for services within the scope of services contained in the proposal 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 3rd day of November, 2025.

ATTEST:

Chris Norman, RECORDER

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

BATSON AND PHILLIPS INC.

2407 HWY 70 EAST

DICKSON, TN 37055

PHONE 615-446-3362

"HEAT AND AIR SINCE 1966"

FAX 615-446-2499

TO: City of Dickson

RE: 7 ½ ton split gas system at War memorial building

DATE: 9-29-2025

Option 1- to remove 2 furnaces, coil and duct work. Install new duct work and put back existing equipment. Includes recovering freon, weld back in copper lines, pressure check, pull vacuum and recharge. And tie back into new duct work. Includes a new drain pan and float switch. Total \$ 6,545

Option 2- to remove old system and duct work, install new duct work and new 7 ½ ton equipment. 2 new 80% furnaces, coil and condenser, overflow drain pans, emergency float switches and drains, smoke detector, surge protectors. Flush existing copper line set and evacuate. Charge system with 454b refrigerant.

Carrier equipment. \$25,450

Warranty after unit is registered 10 years on parts ,20 years on heat exchanger.
1 year on labor.

FIRM NAME: BATSON & PHILLIPS INC.
FIRM CLASSIFICATION: CORPORATION.
STATE Mechanical: #50172. CMC

THANK YOU FOR YOUR BUISNESS

KENNY WALKER

RESOLUTION #2025-80

**A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN
INDIVIDUAL PROJECT ORDER 007.3 WITH KIMLEY-HORN AND ASSOCIATES TO
PROVIDE LANDSCAPE ARCHITECTURE AND SITE ELECTRICAL PLANS FOR A
PROPOSED CITY CENTER UNDER THE MASTER AGREEMENT FOR
CONTINUING PROFESSIONAL SERVICES**

WHEREAS, the City of Dickson, Tennessee, is considering a project to construct a new City Center; and

WHEREAS, the Council of the City of Dickson entered into a Master Agreement for Continuing Professional Services with Kimley-Horn and Associates on April 17, 2023; and

WHEREAS, Kimley-Horn and Associates has submitted Individual Project Order 007.3 under the Master Agreement to provide Landscape Architecture and Site Electrical Plans for the proposed City Center project, a copy of which is attached hereto.

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

SECTION 1. Individual Project Order 007.3 under the Master Agreement for Continuing Professional Services with Kimley-Horn and Associates attached hereto is approved.

SECTION 2. The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign and execute Individual Project Order 007.3 and any and all documents and instruments necessary to its implementation.

SECTION 3. Payment for services within the scope of services contained in Individual Project Order 007.3 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 3rd day of November, 2025.

ATTEST:

Chris Norman, RECORDER

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

INDIVIDUAL PROJECT ORDER NUMBER (IPO) 007.3

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant or Kimley-Horn), and the City of Dickson, Tennessee (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 17, 2023, which is incorporated herein by reference.

Identification of Project:

Project Name: City of Dickson City Center (Previously Municipal Services Campus)
Kimley-Horn Project Manager: Jim Zheng
Project Number: 118178017

Specific Scope of Services:

We understand that the Client is seeking Landscape Architecture services for the City Center at the site of the current Municipal Building and surrounding parcels as directed. This IPO builds upon the earlier services provided in IPO 007.1 and 007.2 which consisted of Tasks 1-7.

The City of Dickson will provide Notice to Proceed to Kimley-Horn at each step of the project. Notice to Proceed will be given approximately two thirds of the way through each of the three design stages for Kimley-Horn to produce the scope of work for each stage.

The following describes the Individual tasks needed to support that effort:

Task 8 – Project Management and Meetings

This task will consist of the following project management activities:

Schematic design:

- One (1) – one (1) hour in person kickoff meeting
- Four (4) – one (1) hour virtual design meetings
- One (1) – one (1) hour virtual final design presentation meeting

Design Development:

- One (1) – one (1) virtual kickoff meeting
- Four (4) – one (1) hour virtual design meetings
- One (1) – one (1) hour in person Planning Commission Meeting

Construction Documents:

- One (1) – one (1) virtual kickoff meeting
- One (1) – one (1) hour virtual design meetings
- One (1) – one (1) hour virtual final design / next steps coordination meeting

Electrical Site Lighting

- Two (2) – one (1) hour virtual design meetings

If additional time is needed above these assumed hours, it will be considered Additional Services to be authorized under a contract amendment as authorized by the Client.

Task 9 – Landscape Architecture Schematic Design

Upon a final approved site plan provided by the City, Kimley-Horn will develop a schematic level design package proposing exterior landscape and hardscape improvements and submit to the Client for review. It

is assumed that these enhancements will mimic a park-like setting to allow outdoor use to support the proposed City Center. Representative imagery will be supplemented with the schematic design package to help convey design intent ideas.

Enhanced amenity landscape and hardscape design concepts will be limited to the approximately 5-acre site bound by Center Ave., S. Charlotte Street, E/W Chestnut Street, and W. Walnut Street.

Kimley-Horn will provide up to two (2) initial design concepts for the Client to review. Upon selection of a final design concept, Kimley-Horn will revise the final concept up to two (2) times.

This task does not include schematic design associated with parking lot layout, stormwater calculations, building placements, or any site plan layout modifications.

Task 10 – Landscape Architecture Design Development Plans

Upon Client approval of the Schematic Design Documents and Notice to Proceed from the City on the Design Development Plans, Kimley-Horn will prepare Design Development level plans of the landscape and hardscape design, outlined in the above Task 9 for the Client's review. It is anticipated that the set of plans for the amenity areas indicated above will consist of the following sheets:

- **Code Complaint Landscape Plans** – These plans will show proposed plant material to meet the jurisdiction's minimum requirements for planting street yard, parking lot, screening, buffers, existing tree retention, and bioretention. Note that Tree Preservation / Removal / Mitigation Plans are not included as part of this contract. Code planting will match those used in the Aquatic Center project.
- **Code Enhanced Landscape Plans** – These plan sheets will depict enhanced planting design beyond code minimum, plant material schedules, and planting details for the parking lot and the amenity areas listed above. Enhanced planting will match those used in the Aquatic Center project.
- **Planting Details** – Final planting details will be provided that depict proper planting techniques, material spacing, general landscape and planting notes, and limited landscape specifications.
- **Hardscape Material & Site Furnishings Callout Plan** – These plans will illustrate the hardscape layout and design of the amenity spaces. The preliminary hardscape material selections will be labeled and dimensioned. Site furnishings will match those used in the Aquatic Center project and will be labeled with the corresponding manufacturer and product number for consistency.

Kimley-Horn will revise the Design Development Documents up to (2) times per client's comments.

Task 11 – Landscape Architecture Construction Plans

Upon receiving one (1) comprehensive list of revisions on the Landscape Architecture Design Development Plan Set and written Notice to Proceed approval from the Client, Kimley-Horn will prepare the Construction Document (CD) level plans. These plans will consist of the amenity areas and plan sheets listed in Task 10 above and the following additional sheets:

- **Hardscape Details** – These sheets will contain site and construction details for proposed hardscape materials.
- **Design Intent Irrigation Plan** – The irrigation plans will be prepared upon Client approval of the 95% landscape construction documents and will consist of point of connection, meter, and backflow preventer (coordinated with the utility plan), head layout, rain sensor, master control valve and controller locations. Final pipe sizing and zone calculations will not be prepared. The Client is to specify preferred irrigation equipment type (Toro, Hunter, or Rainbird) prior to authorization of this task if a specific manufacturer is required. The Irrigation Plans will accompany the Landscape Plans and will be submitted to jurisdiction staff for review and consideration for approval.

Significant site plan revisions after Schematic Design or Value Engineering after Design Development will be considered Additional Services to be authorized under a contract amendment as authorized by the Client. Construction Plans will be revised up to two (2) times per Client or Agency comments.

Task 12 – Signage / Monumentation Design Intent Plans

Upon written approval of the Landscape Architecture Design Development Plans prepared under Task 10 above from the Client, Kimley-Horn will research Dickson's Land Development Code to understand the signage design guidelines. Kimley-Horn will work with the Client to gain an understanding of their goals for site signage and development branding. This task will consist of the following services:

- Prepare up to two (2) primary conceptual entry monument concepts (in plan and elevation) and associated concept landscape for review with the Client.
- Prepare up to two (2) secondary conceptual entry monument signs (in plan and elevation) and associated concept landscape for review with the Client.
- Up to two (2) rounds of revisions to the primary and secondary signs (in plan and elevation) based on input from the Client.
- Incorporate logo as provided by the Client and incorporate into the design of the signs.
- Based on approved design intent drawing from the Client, Kimley-Horn will coordinate with the Client's sign vendor to have them prepare monument sign construction details. Sign vendor will then prepare signed and sealed plans and details for final review by the Client and submit for building permit and combined sign permit.

Electrical and riser diagram plans and details will be provided under the Electrical Plans Task below.

Task 13 – Lighting Plans

Task 13.1 – Photometric Modeling

Kimley-Horn will provide photometric modeling of proposed and existing site lighting luminaires for the parking lot and amenity spaces using lighting design software AGI-32TM. Kimley-Horn will perform photometric calculations supporting light pole locations in accordance with Client, IESNA Recommendations, Zoning Criteria, and local jurisdictional design standards for luminaire locations, fixture types, and minimum light levels where applicable. The ground light level illuminance calculations will be measured in foot-candles (FC).

Photometric modeling and design of proposed and existing luminaires will be based on the following assumptions:

- Kimley-Horn will be provided design standards from the Client as required.
- Kimley-Horn will specify and select site lighting fixtures for parking lots and roadways.
- Kimley-Horn will be provided specifications, mounting heights (where applicable), and locations for the proposed building mounted lights, lighted entry bollards, landscape uplighting, and entry signage lighting from the Client. Kimley-Horn will locate these fixtures in the photometric modeling.
- Utilities will be underground throughout the development and all lighting will be standalone.
- Lighting shall be directed toward the interior of the site and shall be designed in an effort to shield adjacent properties from light and glare (where applicable).

Task 13.2 – Lighting Design Development

Kimley-Horn will prepare and submit a preliminary lighting design which will consist of the following elements:

- Diagrammatic horizontal layout of lighting fixtures/poles for the proposed and existing parking lots, roadways, and walkways.
- Luminaire Summary Schedule.
- Photometric Calculation Schedule for the site identifying lighting illuminance FC minimums, FC maximums, average FC values, and average to minimum FC (uniformity ratio) values.

Task 13.3 – Lighting Construction Documents

Kimley-Horn will incorporate any comments made by the Client and Jurisdiction on the preliminary lighting plan into the final lighting plan to be submitted to the Client for review and approval.

Significant site plan revisions or Value Engineering after Design Development will be considered Additional Services to be authorized under a contract amendment as authorized by the Client. Construction Plans will be submitted concurrently with the civil documents as outlined in the tasks below and will be revised up to two (2) times per Client or Agency comments.

Task 14 – Electrical Plans

This task will provide electrical power connectivity design calculations and drawings for the following proposed equipment:

- Landscape Lighting
- Entry Signage Lighting
- Pathway and Pedestrian Scale Lighting
- Parking Lot Site lighting
- Lighting Control Panels

Kimley-Horn will design the proposed electrical system to meet National Electrical Code and Client Standards.

Kimley-Horn will provide electrical design services for the project based on the following assumptions:

- The electrical tie-in point will be determined by the building design team, and Kimley-Horn will coordinate with the subconsultant to determine the exact location of tie-in for lighting and controls sub-panel. If it is determined a new electric service is required, Kimley-Horn can coordinate with the local utility as an Additional Service.
- Circuiting along with conduit and conductors for proposed building mounted lights will be designed by the building design team.
- Kimley-Horn will provide the building design team with anticipated lighting demand loads to coordinate the building service entrance panel size.
- Site lighting fixtures will be controlled via lighting contactors and photocells from a proposed lighting sub-panel. These will be located by Kimley-Horn.
- During design and for the completion of construction documents, it is anticipated that design will require up to two (2) reviews by the Client, as described below.

Task 14.1 – Site Electrical Design Development

Kimley-Horn will prepare and submit preliminary design drawings that will consist of the following elements:

- Preliminary horizontal layout/routing of electrical conduits, junction boxes, distribution panels, lighting contactors, equipment locations, and electrical tie-in locations.
- Preliminary installation details.

Task 14.2 – Site Electrical Construction Documents

Upon receiving consolidated comments from the Client, Kimley-Horn will prepare and submit final design plans. The final design and construction documents will consist of the following elements:

- Horizontal layout of conduits, junction boxes, distribution panels, lighting contactors, receptacles, and electrical service locations to support electrical service connection to the proposed equipment.
- Electrical plan notes.
- Conductor and conduit sizing.
- Circuit identification.
- Installation details consisting of one-line diagram and panelboard schedules.

Significant site plan revisions or Value Engineering after Design Development will be considered Additional Services to be authorized under a contract amendment as authorized by the Client. Construction Plans will be submitted concurrently with the civil documents as outlined in the tasks below and will be revised up to

two (2) times per Client or Agency comments._

Task 15 – Specifications

Kimley-Horn will develop written construction specifications for the following design elements defined in the subtasks below based upon commercially available specifications such as MasterSpec. These specifications will be adjusted based upon the site-specific conditions as needed to convey specifications which align with the proposed design.

Task 15.1 – Landscape Architecture Specifications

Kimley-Horn will develop written specifications based upon the landscape architecture construction plans, developed in the tasks above. These specifications will define the requirements of the Landscape Architecture, Signage, and Accent Lighting related divisions along with any proprietary products utilized within the plans. Each specification section will define the warranty requirements for both the manufacturer and for workmanship.

Task 15.2 – Electrical Engineering Specifications

Kimley-Horn will develop written specifications based upon the electrical plans, developed under Task 13 listed above under this task.

Additional Services if required:

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Such services may include the below:

- ALTA and Topo Survey, Easements or Platting
- Civil site design and construction documents
- Grading and Drainage Plans
- Additional rounds of plan revisions beyond what's described
- Overall Site Design
- Retaining Wall Design
- Project Management as it relates to Civil, Architectural or MEP services.
- Construction Phase Services
- Bid Book

Terms of compensation:

Task Number / Name		Fee	Type
8	Project Management and Meetings	\$16,000	Lump Sum
9	Landscape Architecture Schematic Design	\$13,500	Lump Sum
10	Landscape Architecture Design Development Plans	\$18,500	Lump Sum
11	Landscape Architecture Construction Plans	\$21,500	Lump Sum
12	Signage / Monumentation Design Intent Plans	\$10,500	Lump Sum
13	Lighting Plans	\$10,500	Lump Sum
14	Electrical Plans	\$9,500	Lump Sum
15	Specifications	\$7,500	Lump Sum

All permitting, application, and similar project fees will be paid directly by the Client.

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client. Expense estimates in this Agreement are for general budgeting purposes only. Actual expenses may be less or more than the estimates. Estimated expenses: \$4,000.

ACCEPTED:

CITY OF DICKSON, TENNESSEE

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: Chris D. Rhodes

PRINTED NAME: Christopher D. Rhodes

TITLE: Senior Vice President

DATE: October 28, 2025

RESOLUTION #2025-81

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN INDIVIDUAL PROJECT ORDER 013.3 WITH KIMLEY-HORN AND ASSOCIATES TO PROVIDE LANDSCAPE ARCHITECTURE AND SITE ELECTRICAL PLANS FOR A PROPOSED AQUATIC/RECREATION CENTER UNDER THE MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES

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

WHEREAS, the Council of the City of Dickson entered into a Master Agreement for Continuing Professional Services with Kimley-Horn and Associates on April 17, 2023; and

WHEREAS, Kimley-Horn and Associates has submitted Individual Project Order 013.3 under the Master Agreement to provide Landscape Architecture and Site Electrical Plans for the proposed aquatic/recreation center project, a copy of which is attached hereto.

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

SECTION 1. Individual Project Order 013.3 under the Master Agreement for Continuing Professional Services with Kimley-Horn and Associates attached hereto is approved.

SECTION 2. The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign and execute Individual Project Order 013.3 and any and all documents and instruments necessary to its implementation.

SECTION 3. Payment for services within the scope of services contained in Individual Project Order 013.3 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 3rd day of November, 2025.

ATTEST:

Chris Norman, RECORDER

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

INDIVIDUAL PROJECT ORDER NUMBER (IPO) 013.3

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant or Kimley-Horn), and the City of Dickson, Tennessee ("the Client" or "the City") in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 17, 2023, which is incorporated herein by reference.

Identification of Project:

Project Name: Dickson Aquatic Recreation Facility (Previously Dickson Family YMCA)
Kimley-Horn Project Manager: Jim Zheng

Specific Scope of Services:

We understand that the Client desires for Kimley-Horn to progress design and plan development based upon the approved Schematic Design Package provided to the Client via email on May 27, 2025, for the new Aquatic Recreation Facility in Dickson, Tennessee, located adjacent to the existing splash pad at Henslee Park at 800 Hwy 70 W Dickson, Tennessee 37055. This scope provides design services for Design Development (DD) and Construction Document (CD) phases with an assumed timeframe of three (3) months for DD and three (3) months for CD phases. This scope does not include civil design and permitting of civil construction phase services. The Client will be responsible for coordinating and managing all plans and documents between consultants.

The City of Dickson will provide Notice to Proceed to Kimley-Horn at each step of the project. Notice to Proceed will be given approximately two thirds of the way through each of the three design stages for Kimley-Horn to produce the scope of work for each stage.

The following describes the Individual tasks scoped for the completion of the effort:

Task 1 – Project Management and Meetings

This task will consist of the following project management activities:

Schematic design: (4) meetings.

- One (1) – one (1) virtual kickoff meeting
- Two (2) – one (1) hour virtual design meetings
- One (1) – one (1) hour virtual final design meeting

Design Development:

- One (1) – one (1) virtual kickoff meeting
- Four (4) – one (1) hour virtual design meetings
- One (1) – one (1) hour in person Planning Commission Meeting

Construction Documents:

- One (1) – one (1) virtual kickoff meeting
- One (1) – one (1) hour virtual design meetings
- One (1) – one (1) hour virtual final design / next steps coordination meeting

Electrical Site Lighting

- Two (2) – one (1) hour virtual design meetings

If additional time is needed above these assumed hours, it will be considered Additional Services to be authorized under a contract amendment as authorized by the Client.

Task 2 – Landscape Architecture Schematic Design Refinement

Kimley-Horn will refine the approved Schematic Design package with up to one (1) round of reasonable comments, which will be incorporated into the Design Development package.

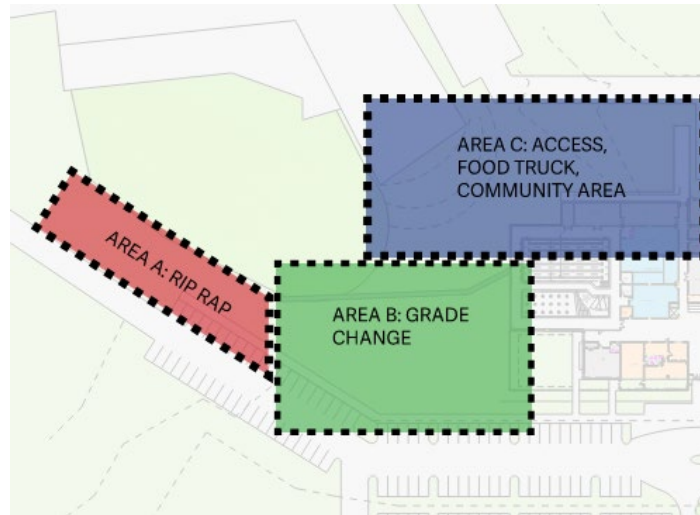


Exhibit A

These amenity spaces are limited to the following areas outlined in Exhibit A:

Area A – Existing Rip Rap area with enhanced landscape and pedestrian circulation from parking lot to the splashpad.

Area B – Grade Change area with large natural lawn, planting, and small hardscape plaza for potential events.

Area C – Access, Food Truck, Community area to consist of hardscape and landscape treatments.

Task 3 – Landscape Architecture Design Development Plans

Upon Client approval of the refined Schematic Design Documents and Notice to Proceed from the City on the Design Development Plans, Kimley-Horn will prepare Design Development level plans of the landscape and hardscape design, outlined in the above Task 2 for the Client's review. It is anticipated that the set of plans for the amenity areas indicated above will consist of the following sheets:

- **Code Complaint Landscape Plans** – These plans will show proposed plant material to meet the jurisdiction's minimum requirements for planting street yard, parking lot, screening, buffers, existing tree retention, and bioretention. Note that Tree Preservation / Removal / Mitigation Plans are not included as part of this contract.
- **Code Enhanced Landscape Plans** – These plan sheets will depict enhanced planting design beyond code minimum, plant material schedules, and planting details for the parking lot and the amenity areas listed above.
- **Planting Details** – Final planting details will be provided that depict proper planting techniques, material spacing, general landscape and planting notes, and limited landscape specifications.
- **Hardscape Material Callout Plan** – These plans will illustrate the hardscape layout and design of the amenity spaces. The preliminary hardscape material selections will be labeled and dimensioned.

- **Hardscape Material & Site Furnishings Callout Plan –** These plans will illustrate the hardscape layout and design of the amenity spaces. The preliminary hardscape material selections will be labeled and dimensioned. Site furnishings will also be selected and labeled with the corresponding manufacturer and product number.

Kimley-Horn will revise the Design Development Documents up to (2) times per client's comments.

Task 4 – Landscape Architecture Construction Plans

Upon receiving one (1) comprehensive list of revisions on the Landscape Architecture Design Development Plan Set and written Notice to Proceed from the Client, Kimley-Horn will prepare the Construction Document (CD) level plans. These plans will consist of the amenity areas and plan sheets listed in Task 3 above and the following additional sheets:

- **Hardscape Details** – These sheets will contain site and construction details for proposed hardscape materials.
- **Design Intent Irrigation Plan** –The irrigation plans will be prepared upon Client approval of the 95% landscape construction documents and will consist of point of connection, meter, and backflow preventer (coordinated with the utility plan), head layout, rain sensor, master control valve and controller locations. Final pipe sizing and zone calculations will not be prepared. The Client is to specify preferred irrigation equipment type (Toro, Hunter, or Rainbird) prior to authorization of this task if a specific manufacturer is required. The Irrigation Plans will accompany the Landscape Plans and will be submitted to jurisdiction staff for review and consideration for approval.

Significant site plan revisions after Schematic Design or Value Engineering after Design Development will be considered Additional Services to be authorized under a contract amendment as authorized by the Client. Construction Plans will be revised up to two (2) times per Client or Agency comments.

Task 5 – Signage / Monumentation Design Intent Plans

Upon written approval of the Landscape Architecture Design Development Plans prepared under Task 2 above from the Client, Kimley-Horn will research Dickson's Land Development Code to understand the signage design guidelines. Kimley-Horn will work with the Client to gain an understanding of their goals for site signage and development branding. This task will consist of the following services:

- Prepare up to two (2) primary conceptual entry monument concepts (in plan and elevation) and associated landscape for review with the Client.
- Prepare up to three (3) wayfinding signs (in plan and elevation) and associated landscape for review with the Client.
- Up to two (2) rounds of revisions to the primary and wayfinding signs (in plan and elevation) based on input from the Client.
- Incorporate logo as provided by the Client and incorporate into the design of the signs.
- Based on approved design intent drawing from the Client, Kimley-Horn will coordinate with the Client's sign vendor to have them prepare monument sign construction details. Sign vendor will then prepare signed and sealed plans and details for final review by the Client and submit for building permit and combined sign permit.

Electrical and riser diagram plans and details will be provided under the Electrical Plans Task below.

Task 6 – Lighting Plan

Task 6.1 – Photometric Modeling

Kimley-Horn will provide photometric modeling of proposed and existing site lighting luminaires for the parking lot and amenity spaces using lighting design software AGI-32TM. Kimley-Horn will perform photometric calculations supporting light pole locations in accordance with Client, IESNA Recommendations, Zoning Criteria, and local jurisdictional design standards for luminaire locations, fixture types, and minimum light levels where applicable. The ground light level illuminance calculations will be measured in foot-candles (FC).

Photometric modeling and design of proposed and existing luminaires will be based on the following assumptions:

- Kimley-Horn will be provided design standards from the Client as required.
- Kimley-Horn will specify and select site lighting fixtures for parking lots and roadways.
- Kimley-Horn will be provided specifications, mounting heights (where applicable), and locations for the proposed building mounted lights, lighted entry bollards, landscape uplighting, and entry signage lighting from the Client. Kimley-Horn will locate these fixtures in the photometric modeling.
- Utilities will be underground throughout the development and all lighting will be standalone.
- Lighting shall be directed toward the interior of the site and shall be designed in an effort to shield adjacent properties from light and glare (where applicable).
- Photometric modeling of existing lights surrounding the splash pad is provided in the scope. Kimley-Horn will be provided existing site lighting specifications from the Client. Kimley-Horn will incorporate these fixtures in the photometric modeling, but no improvements to lighting levels within the splash pad will be made. This can be provided as Additional Services, if desired by the Client.

Task 6.2 – Lighting Design Development

Kimley-Horn will prepare and submit a preliminary lighting design which will consist of the following elements:

- Diagrammatic horizontal layout of lighting fixtures/poles for the proposed and existing parking lots, roadways, and walkways.
- Luminaire Summary Schedule.
- Photometric Calculation Schedule for the site identifying lighting illuminance FC minimums, FC maximums, average FC values, and average to minimum FC (uniformity ratio) values.

Task 6.3 – Lighting Construction Documents

Kimley-Horn will incorporate any comments made by the Client and Jurisdiction on the preliminary lighting plan into the final lighting plan to be submitted to the Client for review and approval.

Significant site plan revisions or Value Engineering after Design Development will be considered Additional Services to be authorized under a contract amendment as authorized by the Client. Construction Plans will be submitted concurrently with the civil documents as outlined in the tasks below and will be revised up to two (2) times per Client or Agency comments.

Task 7 – Electrical Plans

This task will provide electrical power connectivity design calculations and drawings for the following proposed equipment:

- Roadway Lighting
- Landscape Lighting
- Entry Signage Lighting
- Pathway and Pedestrian Scale Lighting
- Parking Lot Site lighting
- Lighting Control Panels

Kimley-Horn will design the proposed electrical system to meet National Electrical Code and Client Standards.

Kimley-Horn will provide electrical design services for the project based on the following assumptions:

- The electrical tie-in point will be determined by the building design team, and Kimley-Horn will coordinate with the subconsultant to determine the exact location of tie-in for lighting and controls sub-panel. If it is determined a new electric service is required, Kimley-Horn can coordinate with the local utility as an Additional Service.
- Existing power for splash pad lighting and electrical system shall remain in place to serve the existing loads.
- Circuiting along with conduit and conductors for proposed building mounted lights will be designed by the building design team.
- Kimley-Horn will provide the building design team with anticipated lighting demand loads to coordinate the building service entrance panel size.
- Site lighting fixtures will be controlled via lighting contactors and photocells from a proposed lighting sub-panel. These will be located by Kimley-Horn.
- During design and for the completion of construction documents, it is anticipated that design will require up to two (2) reviews by the Client, as described below.

Task 7.1 – Site Electrical Design Development

Kimley-Horn will prepare and submit preliminary design drawings that will consist of the following elements:

- Preliminary horizontal layout/routing of electrical conduits, junction boxes, distribution panels, lighting contactors, equipment locations, and electrical tie-in locations.
- Preliminary installation details.

Task 7.2 – Site Electrical Construction Documents

Upon receiving consolidated comments from the Client, Kimley-Horn will prepare and submit final design plans. The final design and construction documents will consist of the following elements:

- Horizontal layout of conduits, junction boxes, distribution panels, lighting contactors, receptacles, and electrical service locations to support electrical service connection to the proposed equipment.
- Electrical plan notes.
- Conductor and conduit sizing.
- Circuit identification.

- Installation details consisting of one-line diagram and panelboard schedules.

Significant site plan revisions or Value Engineering after Design Development will be considered Additional Services to be authorized under a contract amendment as authorized by the Client. Construction Plans will be submitted concurrently with the civil documents as outlined in the tasks below and will be revised up to two (2) times per Client or Agency comments.

Task 8 – Specifications

Kimley-Horn will develop written construction specifications for the following design elements defined in the subtasks below based upon commercially available specifications such as MasterSpec. These specifications will be adjusted based upon the site-specific conditions as needed to convey specifications which align with the proposed design.

Task 8.1 – Landscape Architecture Specifications

Kimley-Horn will develop written specifications based upon the landscape architecture construction plans, developed in the tasks above. These specifications will define the requirements of the Landscape Architecture, Signage, and Accent Lighting related divisions along with any proprietary products utilized within the plans. Each specification section will define the warranty requirements for both the manufacturer and for workmanship.

Task 8.2 – Electrical Engineering Specifications

Kimley-Horn will develop written specifications based upon the electrical plans, developed under Task 7 listed above under this task.

Additional Services if required:

Any services not specifically provided on the above scope will be billed as additional services and performed at our then current hourly rates. Such services may include the below:

- ALTA and Topo Survey, Easements or Platting
- Civil site design and construction documents
- Grading and Drainage Plans
- Additional rounds of plan revisions beyond what's described
- Retaining Wall Design
- Project Management as it relates to Civil, Architectural or MEP services.
- Construction Phase Services
- Pool consultant

Terms of compensation:

Task Number / Name		Fee	Type
1	Project Management and Meetings	\$13,000	Lump Sum
2	Landscape Architecture Schematic Design Refinement	\$6,500	Lump Sum
3	Landscape Architecture Design Development Plans	\$38,500	Lump Sum
4	Landscape Architecture Construction Plans	\$29,500	Lump Sum
5	Signage / Monumentation Design Intent Plans	\$15,500	Lump Sum
6	Lighting Plan	\$14,500	Lump Sum
7	Electrical Plans	\$12,500	Lump Sum
8	Specifications	\$8,500	Lump Sum

All permitting, application, and similar project fees will be paid directly by the Client.

ACCEPTED:

CITY OF DICKSON, TENNESSEE

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED:  _____

PRINTED NAME: _____

PRINTED NAME: Chris Rhodes, P.E.

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: October 28, 2025

RESOLUTION #2025-83

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROPOSAL WITH ECS SOUTHEAST, LLC TO PROVIDE SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING SERVICES FOR RECONSTRUCTION OF A SECTION OF BEASLEY DRIVE UNDER THE PROFESSIONAL SERVICES AGREEMENT

WHEREAS, on Aug. 4, 2025, the Council of the City of Dickson, Tennessee, approved and entered into a Professional Services Agreement with ECS Southeast, LLC to provide on-call geotechnical engineering services; and

WHEREAS, the City of Dickson is considering reconstruction of an approximately half-mile section of Beasley Drive between Cowan Road and Center Avenue/Highway 48; and

WHEREAS, the reconstruction project requires subsurface evaluation of potential causes of distressed asphalt pavement, curbs and gutters; and

WHEREAS, under the Professional Services Agreement, ECS Southeast, LLC has submitted the proposal for Subsurface Exploration and Geotechnical Engineering Services attached hereto.

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

SECTION 1. The Proposal for Subsurface Exploration and Geotechnical Engineering Services from ECS Southeast, LLC attached hereto is approved.

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

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

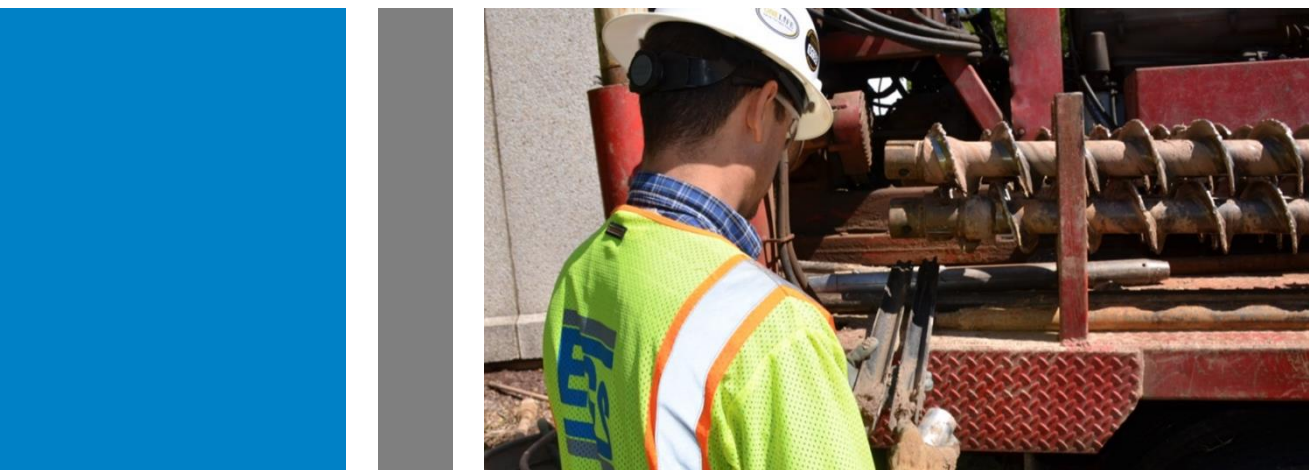
This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 3rd day of November, 2025.

ATTEST:

Chris Norman, RECORDER

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



ECS Southeast, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Beasley Drive Exploration

Beasley Drive
Dickson, Tennessee

ECS Proposal No. 26:14506-R

October 28, 2025





ECS SOUTHEAST, LLC

Geotechnical • Construction Materials • Environmental • Facilities

October 28, 2025

Mr. Cooper Morris
City of Dickson
600 East Walnut Street
Dickson, Tennessee 37055

ECS Proposal No. 26:14506-R

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Beasley Drive Exploration
Beasley Drive
Dickson, Tennessee

Dear Mr. Morris:

As requested, ECS Southeast, LLC (ECS) is pleased to provide the following **cost estimate** proposal for subsurface exploration and geotechnical engineering services for the above referenced project. Our understanding of the project is based on our discussions with yourself and ECS team members. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have discussed the overall project with your team. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site. The following is a summary of the sources of information used in preparing this proposal:

- Scoping discussions with City of Dickson and ECS team members.
- Construction Documents for several projects fronting sections of Beasley Drive.
- Site visit and field reconnaissance of the subject area.

Existing Site Conditions

The subject area is an approximate 0.5 mile stretch of Beasley Drive in Dickson, Tennessee. The asphalt road and concrete curb and gutter in several locations within the subject area appear to be distressed. Relatively large amounts of water have been observed to exit through cracks in the asphalt road sections as well.

318 SEABOARD LANE, SUITE 208, FRANKLIN, TN 37067 • T: (615) 885-4983 • F: (615) 771-4134

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 • www.ecslimited.com

“ONE FIRM. ONE MISSION.”

Project Description

We understand additional information is desired to evaluate the potential cause or causes of the distressed asphalt pavement and the source of the observed water. The information would assist with the development of remediation plans if necessary.

SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS, installation of groundwater monitoring piezometers, and limited geophysical exploration. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Optional scopes have been provided at the client's request including observation of storm drains by crawler type camera.

Utility Clearance

Per state law, we will contact Tennessee 811 the public utility to locate underground utilities at the site. Typically, Tennessee 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Tennessee 811 did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have not** included the cost of a private utility line locator in our "Base Services". If private utilities are present that were not identified by the public system, we can provide a private utility line locator to reduce your liability for a lump sum fee of \$ 1,500. Please read the following section on private utility locator services and, if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

Site Access

Based on our site visit, the site appears to be generally accessible to the proposed exploration areas provided traffic control measures are taken. Therefore, we anticipate that no clearing will be required to provide drill rig access to the proposed soil test borings.

Additionally, existing pavements may require coring to access the subgrade. The price for coring at the proposed boring locations has been included in our fee.

Regarding site access, we have made the following assumptions:

- This proposal assumes that no special permits or work outside of normal working hours will be required.
- Traffic control (signage, flaggers, arrow boards, etc.) is required for drilling within or near existing streets or roadways and is included in the base scope of services.

Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- Field locate the test locations by handheld GPS unit.
- Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- Mobilize a truck mounted drilling rig to the site.
- Mobilize traffic control services to the site.
- Perform soil test borings (ASTM 1586 Standard Sampling) at the approximate locations shown on the figure attached.

BORING NO.	PROPOSED STRUCTURE /SITE FEATURE	PROPOSED DRILLING	TOTAL LINEAR FEET OF DRILLING
B-1 through B-5	Roadway Section	5 SPT* Borings @ 10 ft deep	50
MW-1 through MW-3	Roadway Shoulder	3 Borings will be converted to MWs**	
		Total Drilling Footage	50

*Standard Penetration Test

** Groundwater Monitoring Temporary Piezometers

- Measure the depth of groundwater within each exploration location at the time of drilling.
- Obtain bulk samples of auger cuttings from select borings for laboratory testing.
- Installation 3 shallow groundwater monitoring temporary piezometers.
- Limited Electrical Resistivity Imaging Survey.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first.

Limited Geophysical Exploration

To explore the subsurface conditions along the subject area, ECS will perform a geophysical survey including Electrical Resistivity Imaging (ERI). ERI to provide additional information related to possible karst features and groundwater levels that may be contributing to the distressed conditions observed in the subject area. ECS proposes to perform ERI for a total of 1,000 linear feet within the subject area. ERI test locations can be field fit based on observations onsite, access to the road shoulder, and results of the borings.

Groundwater Level Monitoring

Included in the base scope of services is the installation of flush mounted 1-inch standpipes in the three locations along the road shoulder for periodic monitoring of ground water levels. ECS will provide a

regularly scheduled monitoring program or record ground water levels after rain events as needed. We have provided a per visit fee of \$500.00 for 4 total visits included in the base scope of services. Cost does not include well abandonment. ECS understands that the City of Dickson will provide a City employee to facilitate safe water level measurements by an ECS representative.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations with the soil removed and mound the excess spoils back up over the test location. In pavement areas, we will patch the asphalt or concrete surface with cold mix asphalt patch or quick setting concrete of an equivalent or greater thickness. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a tripping hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. Areas within the road section will be broom swept cleans and spoils containerized and removed if needed. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted.

Please note that some disturbance to off-pavement, gravel-covered, grass-covered areas, including the possible cutting of trees, or running over of brush and understory in wooded areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, replacement of bushes or the planting of trees, etc. If necessary, additional site repairs can be provided at an additional cost.

Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

LABORATORY TEST	QUANTITY
Natural Moisture Content	25
Gradation Analysis	5
Atterberg Limits	5

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- A review of published soils mapping and/or geologic information.
- Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
- A description of the field exploration and laboratory tests performed.
- A site location diagram and a field exploration diagram.
- Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. Elevations will be interpolated from civil drawings or referenced from topographic information that you supply.
- The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- Discussion of the subsurface materials encountered along with groundwater conditions observed.

- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Evaluation of the on-site soil characteristics and a discussion of their suitability for use as engineered fill to support pavements.
- j. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.
- k. Installation of three (3) shallow monitoring standpipes for future water level observations placed in the roadway shoulder.
- l. Records of ground water levels in the monitoring wells at the time of measurement.
- m. Electrical Resistivity Imaging profiles and discussion of results.

OPTIONAL SERVICES

In addition to the scope of services described above, we can incorporate additional services to benefit your project greatly. We have provided a summary of each optional service below for your consideration. If you would like us to perform any of the optional services listed below, please indicate so in the space provided on the Proposal Acceptance page.

[Optional Services]

Stormwater Drain Exploration and Documentation

To explore the condition of the stormwater drains crossing Beasley Drive, ECS proposes to utilize a crawler type exploration camera system. The drains in the areas where the most amount of water has been observed seeping through the asphalt will be prioritized and would anticipate exploring a representative numbers of drains in a single day.

FEE

ECS will provide the services outlined in this proposal ("Base Services") for a lump sum fee of \$ 19,500, plus any optional services authorized.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services are requested or required based on differing site conditions, we will contact you for verbal and written authorization to proceed with the additional services.

ECS will provide the proposed optional scope of services discussed previously for the following fees:

TASK DESCRIPTION	PROPOSED FEE	FEE TYPE
Stormwater Drain Exploration	\$3,000.00	Daily

SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate the following project schedule:

TASK	APPROXIMATE SCHEDULE
Mobilization	1-2 weeks
Field Exploration	2 days
Laboratory Testing	7 days
Engineering Report	2-3 weeks
Total	4-5 weeks*

*Excluding full results of Piezometer Readings

CLOSING

Our “Terms and Conditions of Service,” are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

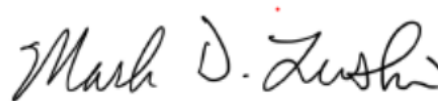
Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS SOUTHEAST, LLC



Dillon Stemberger, P.E.
Geotechnical Department Manager
AStemberger@ecslimited.com



Mark Luskin, P.E., P.G.
Vice President, Principal Engineer
MLuskin@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service

PROPOSAL ACCEPTANCE

Proposal No.: 26:14506
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
 Project: Beasley Drive Exploration
 Location: Beasley Drive, Dickson, Tennessee
 Base Services: \$ 19,500

Client Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Optional Services

Stormwater Exploration (\$3,000):	☐ Yes	☐ No
-----------------------------------	------------------------------	-----------------------------

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(please print or type)

Contact Person: _____
 Telephone No. of Contact Person: _____
 Email of Contact Person: _____
 Party Responsible for Payment: _____
 Company Name: _____
 Billing Address: _____

 Telephone Number: _____
 Accounts Payable Email Address: _____
 Client Project/Account Number: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

- Phase I, II and III Environmental Site Assessments	- Third Party Mechanical, Electrical, Plumbing Inspections Services	- Building Envelope, Roofing, and Waterproofing Consultation
- Wetlands Delineations	- Construction Materials Testing and Special Inspections	- Specialty Materials and Forensics Testing
- Asbestos/Lead Paint Services	- LEED® Consulting Services	- Monitoring Services
- Indoor Air Quality/Mold Services	- Geo-Structural Design	- Pre- and Post-Construction Condition Assessments
- Natural Resources		
- Groundwater Remediation		



Beasley Drive Geotechnical Exploration

Beasley Drive, Dickson, Tennessee
ECS Proposal No. 26:14506



Boring Location Diagram

-  Proposed Boring Location
-  Proposed Monitoring Well



ECS Southeast, LLC TERMS AND CONDITIONS OF SERVICE

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 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 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 LIMITATION OF LIABILITY**
- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

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 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 the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, 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, appendixes, 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.

CITY OF DICKSON

REQUEST FOR INCLUSION ON THE CITY COUNCIL AGENDA

To request to be included on the agenda for a City of Dickson City Council Meeting, please state the nature of the request:

SPEED Limit Hwy 485

Date of Council meeting requested: 11-3-25

Individual/Group Representative requesting to appear before City Council:

Name/Group: CURTIS BROWN

Address/City/State/Zip: 924 Hickory Pointe

Telephone/Email: ~~907-398-3811~~ 907-398-3811

Resident of City of Dickson: Yes ☒ No ☐

I agree to abide by all guidelines of the City of Dickson Public Engagement Policy.


Signature of Individual/Date

To be included on the Council meeting agenda, the deadline for requests is the close of business **six (6) days** before the Council meeting. The Council meetings are held at 7:00 pm the first Monday of every month unless otherwise set by the Council. Forms may be completed and submitted online at www.cityofdickson.com.

Notification of placement on the City Council agenda will be made before the end of business five (5) days before the scheduled meeting.

Requests should be mailed or delivered to:

Recorder Chris Norman
600 East Walnut Street
Dickson, Tennessee 37055
Business Hours: 7:30 am-4:30 pm Monday-Friday
Or emailed to: cnorman@cityofdickson.com
Or faxed to: 615-446-4806

For more information, call 615-441-9508.