



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled City Council Meeting**  
**July 18, 2023, 6:00 PM**  
**Agenda**

**Mayor:** JT Smith

**Council Members:** Tim Adkins, Gerald Greer, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

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**CALL TO ORDER**

**ROLL CALL**

**PLEDGE AND PRAYER**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

- [1.](#) June 13, 2023, Council Meeting Minutes

**PUBLIC FORUM**

**REPORTS**

2. Attorney

**UNFINISHED BUSINESS**

- [3.](#) Rezone Request: 109 Elizabeth Street
- [4.](#) Ordinance: City Administrator Job Description
5. Resolution: Beautification Project - Amanda Bell

**NEW BUSINESS**

- [6.](#) APSU - GIS Contract
- [7.](#) Ordinance: Fiscal Year 2023 - 2024 Budget Amendment #1
- [8.](#) Ordinance: All Construction Site Maintenance and Sanitation
- [9.](#) Ordinance: Design Review Manual
- [10.](#) Resolution: Tennessee Senior Center Grant Request
- [11.](#) Resolution: Contract Approval for Senior Center Travel
- [12.](#) Resolution: Appoint City Attorney
- [13.](#) Resolution: TVA
- [14.](#) Sports Park Agreement - Josh Wright
- [15.](#) Recreation Center Agreement - Josh Wright
- [16.](#) Senior Center Agreement - Josh Wright
- [17.](#) PureVida Rental Agreement
- [18.](#) Brian Stinson License Agreement
- [19.](#) Cheatham County General Sessions MOU
- [20.](#) Ashland City Municipal Court MOU
- [21.](#) Cleaning Contract - City Hall and Police Department
- [22.](#) Lamar Contract - Fire Advertising

23. Future Planning and Growth Committee

[24.](#) GNRC Evidence Based Programming Grant Contract - Senior

25. Resolution: Park Partnership - Friends of the Park 501c3

26. Cheatham County Football Program

27. Parks Board

28. Public Forum Discussion

### **SURPLUS PROPERTY NOMINATIONS**

[29.](#) 2001 Ford F-350

[30.](#) 2005 Chevy Silverado 1500

[31.](#) 2008 Ford Crown Victoria

[32.](#) 2013 Ford Explorer

[33.](#) 2014 Ford Explorer

### **EXPENDITURE REQUESTS**

### **OTHER**

### **ADJOURNMENT**

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*Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-6455, M-F 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.*



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled City Council Meeting**  
**June 13, 2023, 6:00 PM**  
**Minutes**

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**CALL TO ORDER**

Mayor Smith called the meeting to order at 6:07 p.m.

**ROLL CALL**

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

ABSENT

Councilman Tony Young

**PLEDGE AND PRAYER**

Councilman Adkins led the Pledge of Allegiance of the United States of America and the prayer.

**APPROVAL OF AGENDA**

A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to approve the agenda with changes. All approved by voice vote.

**APPROVAL OF MINUTES**

1. May 9, 2023, Meeting Minutes

A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to approve the May 9, 2023, Council Meeting Minutes. All approved by voice vote.

2. June 6, 2023, Special Called Meeting Minutes

A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to approve the June 6, 2023, Special Called Meeting Minutes. All approved by voice vote.

**PUBLIC FORUM**

Denzel Johnson who lives at 107 Bowker Street stated it has been over a month since the city dug up the water line. He would like answers as to why it has not been repaired and would like to request it be repaired as soon as possible.

**REPORTS**

3. City Attorney

None other than items on agenda.

**OLD BUSINESS**

4. Ordinance: Adopting the Annual Budget and Tax Rate for the Fiscal Year 2023-2024  
AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024 A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to approve the ordinance. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Smith, Councilman Adkins, Councilman Kerrigan, and Mayor Smith
5. Ordinance: Amend Title 18, Chapter 1 Section 18-107(1) Water and Sewer Rates  
AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER

DEPARTMENT A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the ordinance. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Smith, Councilman Adkins, Councilman Thompson, and Mayor Smith.

**NEW BUSINESS**

- 6. Rezone Request: 109 Elizabeth Street  
Vice Mayor Greer requested to defer this item. A motion was made by Councilman Kerrigan, seconded by Councilman Thompson to defer rezone request. All approved by voice vote.
- 7. Resolution: Updating the Wage and Salary Policy Pay Table  
A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING THE WAGE AND SALARY POLICY PAY TABLE GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY A motion was made by Councilman Smith, Seconded by Vice Mayor Greer, to approve the resolution. Voting Yea: Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, Councilman Thompson, and Mayor Smith.
- 8. Resolution: Delinquent Water Account Write-Offs  
A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO WRITE-OFF DELINQUENT WATER ACCOUNTS RECIEVABLES A motion was made by Councilman Thompson, Seconded by Council Smith, to approve the resolution. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, and Mayor Smith.
- 9. Resolution: Water and Wastewater Cyber Security Plan  
A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ESTABLISH A UTILITIES CYBER SECURITY PLAN A motion was made by Vice Mayor Greer, Seconded by Council Kerrigan, to approve the resolution. All approved by voice vote.
- 10. GNRC #33004-35623 CDB Grant Contract  
A motion was made by Councilman Kerrigan, Seconded by Council Thompson, to approve the contract. Voting Yea: Councilman Kerrigan, Councilman Thompson, Vice Mayor Greer, Councilman Smith, Councilman Adkins, and Mayor Smith
- 11. Senior: Barbara Batson Exercise Instructor Contract  
A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to approve the contract. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Kerrigan, Councilman Smith, Councilman Adkins, and Mayor Smith
- 12. Senior: Lindy Murff Exercise Instructor Contract  
A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to approve the contract. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Kerrigan, Councilman Smith, Councilman Adkins, and Mayor Smith
- 13. Senior Friday Night Dance Lease Agreement  
A motion was made by Councilman Thompson, Seconded by Council Smith, to approve the agreement. All approved by voice vote.
- 14. Resolution: Amend the Leave Policy - Legal Holidays  
A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING SECTION III. LEAVE OF THE PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY A motion was made by Vice Mayor Greer, Seconded by Councilman Smith, to approve the resolution. Voting Yea: Vice Mayor Greer, Councilman Smith, Councilman Thompson, Councilman Kerrigan, Councilman Adkins, and Mayor Smith.

**SURPLUS PROPERTY NOMINATIONS**

None.

**EXPENDITURE REQUESTS**

- 15. Award Paving Bid

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the award of paving bid. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, and Mayor Smith.

**OTHER**

- 6. Water/Sewer Rate Increase Letter



A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to mail the letter to all water customers. Voting Yea: Councilman Thompson, Councilman Kerrigan, Vice Mayor Greer, Councilman Smith, Councilman Adkins, and Mayor Smith.

17. City Administration Position Vice Mayor Greer presented Ms. Noe with changes to Ordinance 173 and a job description. Ms. Noe will prepare the changes for the July meetings.
18. Councilman Smith informed council of a project the Kiwanis Club and the Literacy Council plan for Preacher Poole Park and Bicentennial Trail including Kiosks along the trail.
19. Councilman Smith discussed the trail expansion work with Kimberly Horn.

**ADJOURNMENT**

A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:29 p.m.

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MAYOR JT SMITH

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INTERIM CITY RECORDER

DRAFT

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 014.00 OF CHEATHAM COUNTY TAX MAP 55F, GROUP A, LOCATED ON ELIZABETH STREET**

**WHEREAS**, the Town of Ashland City has recognized the need to reclassify certain parcels located within its corporate limits to a zoning district classification more appropriate to the existing land use and the surrounding area to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of general welfare; and

**WHEREAS**, a request has been made to the Ashland City Municipal Planning Commission to rezone said parcel; and

**WHEREAS**, the Ashland City Municipal Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:**

*SECTION 1.* Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The parcel included on Tax Map 55F, Group A, Parcel 014.00, located on Elizabeth Street be rezoned from R-3 (Residential) district to the C-2 (Commercial), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of June 2023.

This area to be zoned C-2 is marked with a red "X" and shown on the map below.

*SECTION 2.* This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

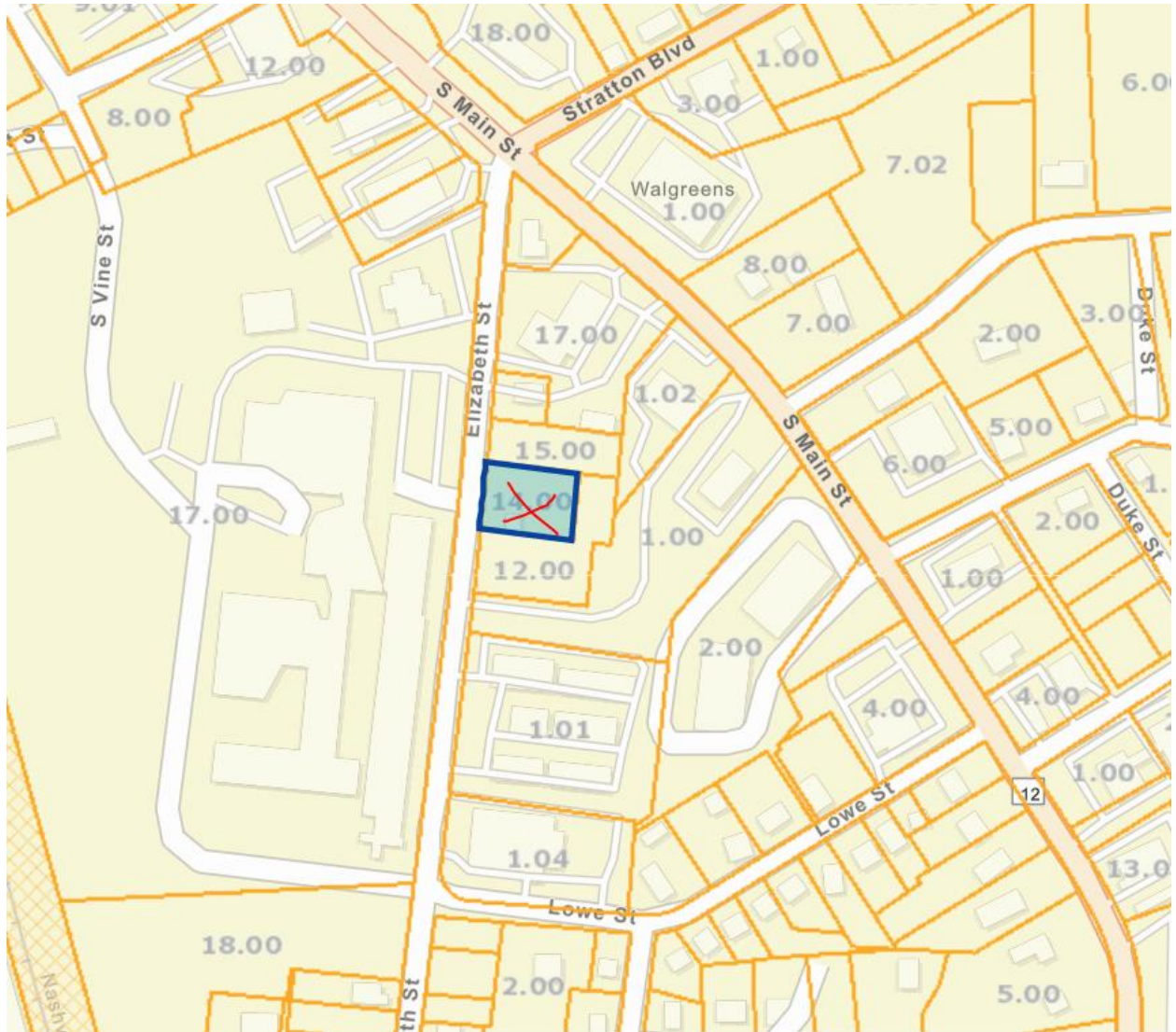
Recommended by Ashland City Municipal Planning Commission regularly called meeting on May 01, 2023.

First Reading  
Second Reading

ATTEST:

\_\_\_\_\_  
Mayor JT Smith

\_\_\_\_\_  
Interim City Recorder





# Town of Ashland City Building & Codes Department

233 Tennessee Waltz Parkway Suite 103  
Ashland City TN 37015  
(615) 792-6455

## Application for Reclassification of Property Under the Zoning Ordinance

**Application Fee: \$100.00**

Application is hereby made to the Mayor and City Council, which first must be reviewed by the City Planning Commission, to reclassify the property described below now in a \_\_\_\_\_ / \_\_\_\_\_ district.

Description of Property (Attach Map): Map 55 F Parcel 014.00

Reason for Reclassification Request: Residential to Commercial

Address: 109 Elizabeth Street Ashland City, TN. 37015

**NOTE:**

1. All applications for rezoning must be turned into City Hall no later than thirty (30) days prior to the upcoming planning commission meeting if they are to be entertained at said meeting.
2. An accurate graphic plat prepared and stamped by a registered design professional and a legal description of property to be rezoned must be submitted to the Building Official prior to consideration by the Town Planning Commissioners. In certain circumstances (i.e. large annexation requests having irregular boundaries) these legal descriptions must be submitted prior to planning commission consideration.
3. The applicant will submit the names and addresses of all owners of adjacent property within 1,000 feet. The applicant must also submit a map showing the property within 200 feet of said property.

Send application and other documents to [anicholson@ashlandcitytn.gov](mailto:anicholson@ashlandcitytn.gov)

Stevan W. Stralton  
Applicant

4/10/2023  
Date

**Wright & Associates**  
**Land Surveyors**  
1329 Hwy. 12 N. - Ashland City, TN. 37015  
Wk.-615-238-4123 - Hm.- 615-792-4291

**PROPERTY DESCRIPTION**

Steven W. Stratton  
January 20, 2022

**Lot 1**

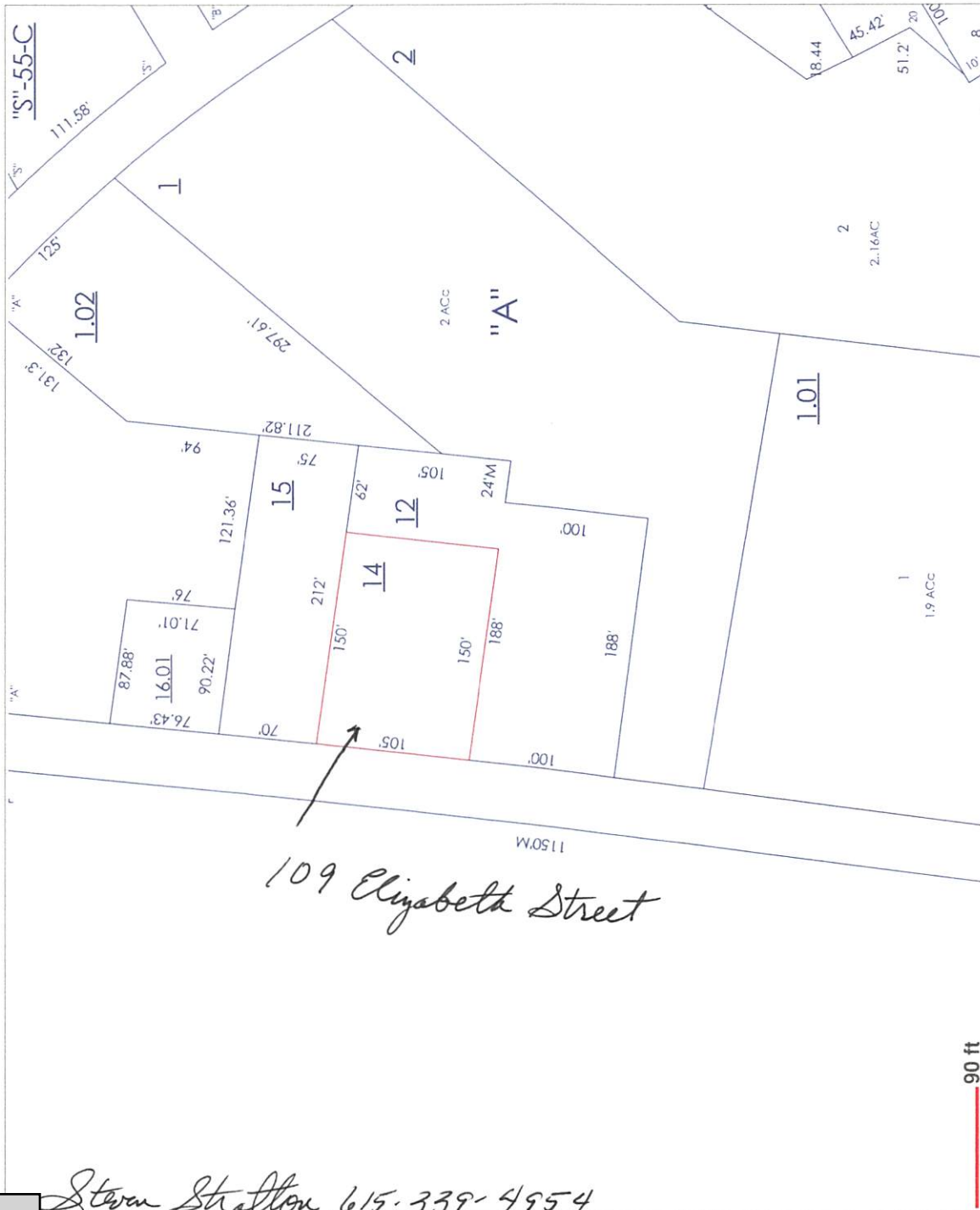
A Lot located on Elizabeth Street in Ashland City, Cheatham County, Tennessee being all of Parcel 014.00 and a portion of Parcel 012.00 of Map 055F Group A of the Property Assessor's office of said county. Being all of the property as shown in Record Book 589 – Pg. 478 and all of the Portion called "First Tract" of Record Book 504 – Pg. 2024, of the Property Assessor and Register of Deeds offices of said county. All Parcels and Records referenced in the following description are from the Property Assessor and Register of Deeds offices of said county.

**Beginning** at an Iron Rod (old) on the east margin, 20 ft. from and perpendicular to the centerline, of Elizabeth Street, said Iron Rod (old) is located 618 ft. ± south along the centerline of Elizabeth Street from the centerline of Main Street (Tenn. Hwy. 12). Said Iron Rod (old) is the southwest corner of Lot 1 and the northwest corner of Lot 2 (also described at this time) as shown on a Plat of this Survey and proceeding:

- 1) With the east margin of Elizabeth Street, N 05°34'13" E - 105.00 ft. to an Iron Rod (new) being the southwest corner of Parcel 015.00 of Map 055F-A belonging to Jorge A. Madrid as shown in Record Book 423 – Pg. 534, thence;
- 2) With the south line of Madrid, S 79°04'42" E passing an Iron Rod (old) online at 151.75 ft. and continuing in all 213.64 ft. to an Iron Rod (old) in a rip-rap embankment in the west line of Parcel 001.02 of said map belonging to Work Force Essentials, Inc. as shown in Record Book 508 – Pg. 2954, thence;
- 3) With the west line of Work Force Essentials, Inc., S 06°40'29" W - 42.88 ft. to an Iron Rod (old) being a corner of Parcel 001.00 of said map belonging to WHS Properties, LLC as shown in Record Book 441 – Pg. 461, thence;
- 4) With the west line of WHS Properties, LLC, S 06°40'29" W - 62.06 ft., to an Iron Rod (old), thence;
- 5) Continuing with WHS Properties, LLC, N 79°27'24" W - 23.63 ft. to an Iron Rod (old), thence;
- 6) N 79°00'06" W passing an Iron Rod (old) online at 38.2 ft. and continuing in all 188.00 ft., to the Point of Beginning containing 0.511 Acres, 22,260 Sq. Ft., according to a Survey by Marvin T. Wright, R.L.S. # 2094 of Tennessee.



TEXT\_PARCEL  
LEADERLINES  
PARCELS



CHEATHAM COUNTY, TENNESSEE

DECLARER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.



ITEM # 3.

*Stevan Stratton 615-339-4954*

**Fwd: Receipt #R00179691**

Allen Nicholson &lt;anicholson@ashlandcitytn.gov&gt;

Mon 4/10/2023 2:17 PM

To: Alicia Martin &lt;ayoung@ashlandcitytn.gov&gt;

**Allen Nicholson**

Building &amp; Codes Director

Town of Ashland City

233 TN Waltz Pkwy, Suite 103

Ashland City, TN 37015

(615)792-4211 x 5244

Image

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**From:** No-Reply <No-Reply@ashlandcitytn.gov>**Sent:** Monday, April 10, 2023 2:07:54 PM**To:** Allen Nicholson <anicholson@ashlandcitytn.gov>**Subject:** Receipt #R00179691

The Town of Ashland City would like to thank you for your payment!

Town of Ashland City Water &amp; Sewer

PO Box 36

Ashland City, TN 37015

(615)792-4211

-----  
DATE : 4/10/2023 2:06 PM

OPER : MJ

TKBY : Margie Jarrell

TERM : 2

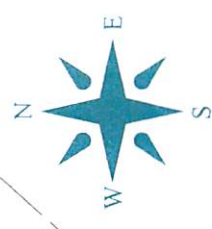
REC# : R00179691

CODES 32610 CODES BUILDING PERMITS/INSPECTION

STRATTONS INC REZONE 100.00

Paid By:STRATTONS INC

6-110 GEN CHECK 100.00 REF:1849



**LEGEND**

- Property Corner/Iron Rod
- Utility Pole
- Fire Hydrant
- Subject Property Lines
- Non Surveyed Property Lines
- Overhead Utility Lines
- Center Line
- Miscellaneous Layout Lines
- Underground Water Lines
- Underground Sewage Lines

**Boundary Survey For**  
**Steven W. Stratton**  
 109 & 111 Elizabeth Street  
 Ashland City, Cheatham County, Tennessee  
 SCALE 1" = 30'

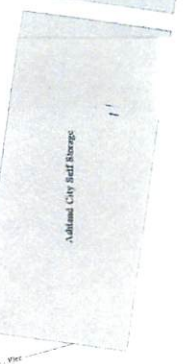
**WRIGHT & ASSOCIATES**  
 1379 Hwy 17 N, Ashland, TN, Tennessee

JOB NO. 55FA0  
 SHEET 1 0



**REVISIONS**

NO.	DATE	BY	CHANGE

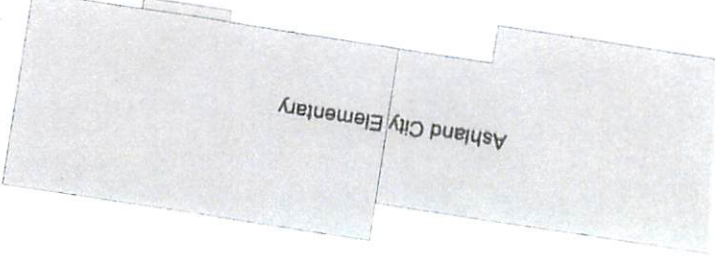


- GENERAL NOTES**
- Bearings are based on Record Book 508 - Pg. 2954, west line of description N65°02'29"E.
  - This surveyor has not physically located the underground utilities. Above grade and underground utilities shown were taken from visible appearances at the site. Public records and/or maps prepared by others. The surveyor makes no guarantee that the utility lines shown are correct. The surveyor is not responsible for any damage to or interference with any utility lines shown on this survey. It is the responsibility of the property owner to verify the location of all utility lines shown are in the exact location indicated. In Tennessee it is a requirement, per "The Underground Utility Damage Prevention Act," that anyone who engages in excavation work shall first determine the location of all utility lines, no less than (1) three feet and no more than (10) feet below the surface of the ground, to the satisfaction of the property owner, and also to avoid any possible hazard or conflict. Notification by calling the Tennessee One Call System, INC. as required by TCA 85-31-106 will be required. Tennessee One Call 811 or 1-800-351-1111.
  - Subject property is shown as parcel 014.00 (Lot 1 & 012.00) (Lot 2) - GP A, on Cheatham Co. Tax Map no. 055F.
  - Subject Property: 055F-A-014.00 (Lot 1) & Zoned R3, 055F-A-012.00 (Lot 2) is Zoned C2.

**Property Title Reference**

**Lot 1**  
 Being all of the property conveyed to Steven W. Stratton as shown in Record Book 589 - Page 478, Shown as Parcel 014.00 on Cheatham County Tax Map # 055F - Gp A, and a Portion of the property as shown in Record Book 504 - Page 2024, Shown as Parcel 012.00 on Cheatham County Tax Map # 055F - Gp A.

**Lot 2**  
 Being a portion of the property conveyed to Steven W. Stratton as shown in Record Book 504 - Page 2024, R.O.C.C., Tn. Shown as Parcel 012.00 on Cheatham County Tax Map # 055F - Gp A.

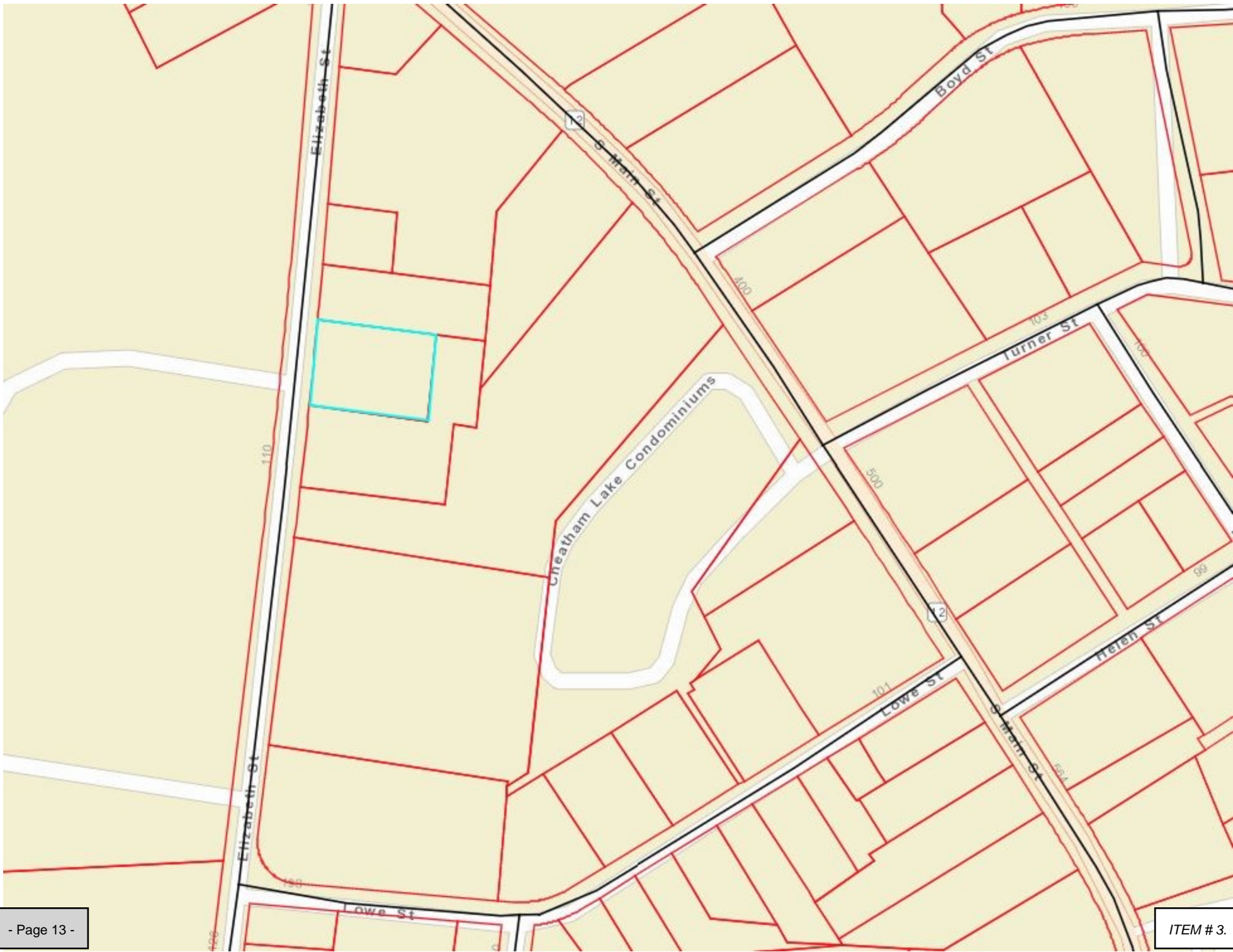


**CERTIFICATE OF SURVEY ACCURACY**

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown herein, that this is a Category 1 Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated and that the Ratio of Precision is greater than or equal to 1:10,000 Plus or Minus.

Marvin T. Wright  
 11/10/2022  
 M.T. - 2111A





**Ordinance #**

**AN ORDINANCE TO AMEND TITLE 1 OF THE ASHLAND CITY MUNICIPAL CODE BY ADDING CHAPTER 5 CREATING THE POSITION OF CITY ADMINISTRATOR**

**WHEREAS**, Section 20 of the Charter of the Town of Ashland City provides in part that, “The City Council may appoint a City Administrator who shall be under the control and direction of the City Council including the hiring and firing of a City Administrator. The City Administrator shall report to and be responsible to the City Council. “

**WHEREAS**, Section 20 of the Charter also states that upon passage of an Ordinance that the City Council may require certain responsibilities of the City Administrator.

**WHEREAS**, the City Council recognizes that hiring a trained management professional to oversee the day-to-day operations of the town is the best way to ensure the town’s services are provided in the most efficient and effective manner;

**NOW THEREFORE**, be it ordained by the Council of the Town of Ashland City Tennessee as follows:

Section 1

Title 1 of the Ashland City Municipal Code is amended by adding the following new Chapter 5:

Chapter 5

City Administrator

Section 1-401. Position created

Section 1-402. Qualifications and selection

Section 1-403. Tenure and compensation

Section 1-404. Duties

Section 1-405 Bond

Section 1-406 Residency requirement

1-401. Position Created. There is hereby created the position of City Administrator.

1-402. Qualifications and selection. The city administrator shall, at a minimum, have a bachelor’s degree, although a master’s is preferred, in public administration, business administration, political science, or related field from an accredited college or university with a minimum of 5 to 7 years executive management experience in government or a closely related field which includes operations,

budgeting and managing personnel. A city administrator should have a working knowledge of government finance with proven experience in administering budgets and should possess high level communications skills.

The city administrator shall have the ability to study municipal operations and make recommendations to the Board for improvements. He or she shall have the ability to plan, assign, and coordinate the activities of the city employees and other resources in order to achieve the most efficient and effective day to day operations. The city administrator shall have the ability to establish and maintain effective working relationships with the general public, employees, and elected officials. The city administrator shall be able to operate effectively and efficiently in a team environment. He or she shall be detail oriented and self-motivated.

The city administrator shall be appointed by majority vote of the City Council, and said appointment shall be based solely upon merit, taking into account each candidate's education, work experience, personal skills and technical skills. The mayor and city council members will jointly participate in interviews for the city administrator position with a majority vote needed to hire the city administrator.

1-403. Tenure and compensation. The city administrator shall be an employee at will of the Town and serve at the will of the city council. The city council shall determine appropriate employee benefits and compensation of the city administrator and said salary and benefits shall be provided for in the annual budget that is approved by the city council.

1-404. Duties. The primary duties of the city administrator include, but are not limited to, the following:

1. Responsible for the daily and efficient operation of city functions and services.
2. Manages and supervises all departments and offices and for the overall operation of the city; plans and organizes workloads and staff assignments; train, leads and evaluates assigned staff; reviews progress and directs changes as needed.
3. Prepares the agenda for city council meetings in consultation with the mayor, council members, city recorder and all department heads.
4. Attend all official meetings of the city council and its committees including but not limited to the Planning Commission with the right to take part in all discussions, but not vote.
5. Recommend to the Council the adoption of all such ordinances, resolutions, or other action that he or she deems necessary.
6. Assist Mayor and Financial Director with preparation and implementation of the annual budget for all funds and departments. Charged with oversight of departmental budget development.
7. Coordinate long range budget planning efforts and prepare capital project budgets for the city.
8. Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
9. Issues written and oral instructions; assigns duties and examines work for exactness, professional presentation, and conformance to policies and procedures.
10. Facilitates positive, professional attitude among workers and resolves grievances.
11. Performs or assists subordinates in performing duties; adjusts errors and complaints.
12. Ability to develop the city's workforce into an effective team. Also, able to integrate the employee team with the council in order to achieve goals and provide effective services.
13. Prepares a variety of studies, reports, and related information for decision making purposes as needed.

14. Nominate individuals to Mayor for appointment as department head and supervise activities of all department heads.
15. Initiate discipline and discharge proceedings against department heads and employees with the concurrence of the mayor.
16. Provides professional advice to the council and department heads; makes presentations to the Board and committees, civic groups, and general public.
17. Act as purchasing agent for the city and implement/enforce all purchasing policies and procedures adopted by the Council. Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned areas to assure sound fiscal control.
18. Make recommendations to the Council for improving the quality and quantity of services to be rendered by the employees to the public.
19. Keep the council advised as to the condition and needs of the City. Provides leadership and direction in the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities.
20. Report to the council on the condition of all equipment, buildings, and real estate.
21. Monitor all available grant opportunities and administer and coordinate all state and federal grants received by the city.
22. To implement personnel ordinances, rules and regulations as adopted by the Council.
23. Prevent the incurring of expenditure obligations without approval unless funds are available for the expenditure.
24. Responsible for maintaining property and liability insurance as well as obtaining bids when necessary.
25. Keep the council advised as to the financial condition and future needs of the City and make recommendations concerning the affairs of the City.
26. Coordinates special projects for the city, including the planning, design, implementation, and evaluation of construction/renovation projects, management studies, introduction of new programs, and various professional services.
27. Oversees professional contractors and or consultants providing services for city projects as well as facilitates cooperation with the project throughout the organization and provides information and support as needed.
28. Administratively reviews and approves for appropriateness and sufficiency of all contracts, obligating documents, payments, and other documents requiring the mayor's signature for executive, as well as proposed Council Order and communication with the city council along with the city attorney prior to the mayor's signatures.
29. Represents the Mayor and the city at various meetings, functions, and events; serves as a liaison to various civic or governmental organizations and committees; confers regularly with officials from the other municipalities, chamber of commerce, authorities and commissions and keeps the mayor apprised of activities.

Section 1-405. Bond. The city administrator shall be bonded in such sum as may be fixed, by and with such surety as may be acceptable to, the city council. The town shall pay the cost of said bond.

Section 1-406. Residency requirements. The city administrator need not be a resident of Ashland City or Cheatham County. However, the city administrator should live within a commutable distance to Ashland City so all functions of the position can be more efficiently fulfilled.

Section 2

This Ordinance shall take effect 20 days from and after its final passage.

Passed 1<sup>st</sup> reading \_\_\_\_\_

Passed 2<sup>nd</sup> reading \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Interim City Recorder



Building & Codes Department  
 Town of Ashland City  
 Ashland City, TN

APSU GIS Center  
 Michael J. Wilson  
 PO Box 4424  
 Clarksville, TN 37044  
 May 25, 2023

Mr. Nicholson:

Here is our quote for GIS Services for Ashland City Building and Codes Department in Ashland City, TN. This quote is based on the attached proposed scope of work. The Center will accomplish the project utilizing a mixture of professional and student labor. This quote will be based on the labor estimates estimations for 1 year of GIS services:

Service		Estimated cost
Overall GIS Services (1 Year) *		\$12,480
	<b>Total</b>	<b>\$12,480</b>
	Delivery date	Upon Completion

\*Services not listed in the attached scope of work will be charged at a rate of \$75/Hour.

Work will be invoiced monthly.

As always, it's a pleasure doing business with you. We look forward to working with you soon.

Sincerely,

Michael J. Wilson  
 GIS Director  
 APSU GIS Center  
 601 N Second St  
 Clarksville, TN 37044  
 Office: 931-221-7500  
 Fax: 931-221-7476  
 Mobile: 731-707-8739  
<http://www.apsugis.org>

P.S. If you would like to discuss items in this quote, or if you need any additional information, please call me personally at (931) 221-7590.

### **Proposed Scope of Work**

- Perform monthly or as-needed updates of zoning, upload to server, and maintain REST service of zoning for inclusion in iWorQ system.
- Spatially tie zoning to an individual Ashland City parcel set based on our most current parcel data, upload to server, and maintain REST service of zoned parcels for inclusion in iWorQ system.
- Maintain REST Service of the 911 Centerlines for inclusion in iWorQ system (Linda has already authorized sharing of the centerlines for this purpose.)
- Provide GIS technical support on the client's behalf with software vendors, such as iWorQ
- Provide support to clients for GIS technical issues and recommendations for leveraging GIS capabilities in current and future projects.
- Assist clients with basic spatial analysis in support of planning and growth initiatives.
- Develop digital maps on an as-needed basis.
- Urgent projects with a delivery date within 2 weeks of the initial request may be subject to additional fees.

*Services not listed in the attached scope of work will be charged at a rate of \$75/Hour. Data collection falls outside the scope of work.*

**ORDINANCE #**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR**

**WHEREAS**, APSU will provide a GIS Services for Ashland City Building and Codes Department for \$12,480; and,

**WHEREAS**, the Town of Ashland City Mayor and Council wish to appropriate the funds for

**NOW THEREFORE, BE IT ORDAINED**, by the Council of the Town of Ashland City, Tennessee that this ordinance shall become effective 20 days after final passage the public welfare requiring.

Section 1. A budget amendment consisting of the available funds and appropriations be adopted for the General Fund:

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Building & Codes Department	\$345,800	\$358,280

1<sup>st</sup> reading \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_

Attest:

\_\_\_\_\_  
Mayor JT Smith

\_\_\_\_\_  
Interim City Recorder



**ORDINANCE#**

**AN ORDINANCE OF THE TOWN OF ASHLAND CITY ADOPTING ALL CONSTRUCTION SITE MAINTENANCE, SAFETY, AND SANITATION RULES AND REGULATIONS**

**WHEREAS**, the Mayor and City Council find that the Codes Department is responsible for enforcing regulations regarding construction site maintenance; and

**WHEREAS**, the Codes Department find that regulations for construction site maintenance, safety, and sanitation rules and regulations are; and

**WHEREAS**, the Codes Department is concerned with the need for these regulations to protect the Town of Ashland City’s property and its citizens.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that the “All Construction Site Maintenance, Safety, and Sanitation Rules and Regulations” attached hereto be adopted.

**BE IT FURTHER ORDAINED**, this Ordinance shall be effective twenty (20) days after the final passage, to the public welfare requiring it.

First Reading: July 11, 2023

Second Reading: August 08, 2023

ATTEST:

\_\_\_\_\_  
Mayor JT Smith

\_\_\_\_\_  
Interim City Recorder

## All Construction Site Maintenance, Safety, And Sanitation (Including Remodels and Additions)

All construction sites shall be maintained in such a way as to minimize the adverse impacts of construction to adjacent lots, the neighborhood, and public infrastructure. Additionally, these provisions are intended to control debris accumulation in the street, drain systems, and to control site access during the entire construction and final approval process.

### A. Debris and Disturbance.

1. All construction sites shall be maintained and free from accumulation of construction debris and rubbish.
2. All construction should occur during the hours of 6:00 AM and 8:00 PM on seven days a week as allowed by Ordinance #449 unless otherwise approved by the Building Department.
3. No materials are allowed to leave the construction site uncontrolled due to effects of weather including but not limited to stone, soil, sand, debris, or other material carried by water or wind. Any violations to this clause shall be remediated immediately with a site corrective action plan to prevent future violations confirmed by the City.
4. Construction debris shall be contained in dumpsters. Dumpsters or other debris holders must be located off the street on the property owner's side of the property line.
5. On lots where there exists a grade slope of 5% or greater in any direction, a properly installed and maintained silt fence is required along the downhill property line(s).
6. Lots which do not have sidewalks and/or park strips shall have silt fencing properly installed and maintained along all abutting streets at the back of curb..
7. Burning of debris, construction materials, or on construction sites is strictly prohibited.
8. Before a CO is issued, sites must be clean with straw/seed. Rocks cannot be used as ground cover. The use of fill dirt for final grading is not allowed, must be topsoil free of rocks.

### B. Street Usage.

1. With regard to construction workers' vehicles or construction equipment, the street is to be used only for temporary vehicle parking and not for construction equipment.
2. The street shall not be used for the storage of materials, dirt, fill, gravel, debris, etc.
3. Temporary use of the street for the off-loading of materials may be permitted, such as the pumping of concrete, delivery of roof trusses, etc., the street surface must remain clear and clean during the entire construction process.
4. Mud, silt, and other debris tracked onto the roadway shall be removed within 24 hours to the satisfaction of the Police or Building Departments. Sweeping or washing materials into storm drains is a violation and may result in a criminal citation.
5. City sidewalks shall remain clear during the entire construction process.
6. Washout from concrete delivery equipment shall not be onto City public right-of-way or neighboring private lots.

### C. Site Access and Identification.

1. All access to the site must be across the curb and sidewalk along the front property line (or both front and street side for corner lots.) Proposed site access shall be shown on the plot plan submitted with the building plans. Builders showing ownership of contiguous lots may elect access to the lots at a common location.
2. Curb ramps shall be constructed of only built-up wood, metal, or rubber ramps. These can be created by stacking lumber in such a way as to create a slope for climbing the curb. No gravel fill or other forms of ramps will be accepted.
3. The back of curbs (park-strips) must be fully backfilled.
4. Each site shall provide, display, and maintain at least a 4 square foot sign with the site address, permit number—general contractor's name or owner/builder name, phone number, and contractor's license number, if applicable.

### D. Site Maintenance.

Each site shall be maintained in accordance with the property maintenance code (e.g., grass shall be cut)

### E. Sanitation.

Each site for which a permit has been issued must have a portable toilet facility located on the property side of a street property line. One portable toilet facility is required per every ten (10) workers and every 300 ft of the development of any construction activity. Dumpsters are required for all construction sites and cannot be less than 1 eighty-yard dumpster per 3 houses (or 10 yards per site).

### F. Inspection.

Fencing, signs, curb ramps shall be in place and approved before the site is disturbed. Inspection may be combined with a temporary power pedestal inspection but must be completed before excavation begins. Extension cords cannot be laid across the road without proper protection.

### G. Violations.

Failure to maintain silt fencing, ramps, street parking, unobstructed City sidewalks, debris control, and toilet facilities may result in re-inspection fees, Stop Work Orders and/or criminal citations. All violations will be the responsibility of the general contractor or the owner/builder of the project.

### H. City Infrastructure.

Any damage to City infrastructure in the course of construction shall be replaced or repaired to the satisfaction of the City in accordance with City Standards. The replacement or repair shall be the responsibility of both the general contractor and the owner of the lot, but primarily the contractor.

**ORDINANCE#**

**AN ORDINANCE OF THE TOWN OF ASHLAND CITY AMENDING ORDINANCE #323 KNOWN AS THE ASHLAND CITY DESIGN REVIEW MANUAL**

**WHEREAS**, the Mayor and City Council find the need to adopt a new Ashland City Design Review Manual; and

**WHEREAS**, the last manual was submitted for approval by the Ashland City Municipal-Regional Planning Commission; and

**WHEREAS**, the Ashland City Municipal-Regional Planning Commission has been dissolved; and

**WHEREAS**, the Codes Department is responsible for enforcing the contents of the manual for the betterment of Town of Ashland City’s property and its citizens.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that the “Ashland City Design Review Manual” attached hereto be adopted.

**BE IT FURTHER ORDAINED**, this Ordinance shall be effective twenty (20) days after the final passage, to the public welfare requiring it.

First Reading: July 11, 2023

Second Reading: August 08, 2023

ATTEST:

\_\_\_\_\_  
Mayor JT Smith

\_\_\_\_\_  
Interim City Recorder

ASHLAND CITY  
DESIGN REVIEW MANUAL

AUGUST 08, 2023

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# 1. INTRODUCTION

## 1.1 GOALS FOR COMMUNITY APPEARANCE AND CHARACTER

1. Natural Character. Ashland City's natural character should be preserved and enhanced with new development. Especially important is retaining mature trees and vegetation, maintaining topography, preserving important views to the lakes and other natural features, and ensuring that new buildings sit within a generously landscaped setting.
2. Compatibility. New buildings should be compatible with their neighbors, assuming that neighboring structures are a credit to the community. This does not infer uniformity of architectural style but rather a sympathetic response to the height, scale, materials, color, site location and other aspects of nearby structures.
3. Orderly Public Realm. The city's character is largely formed by the appearance of its important streets. How public and private elements of the streetscape relate to each other provides a sense of order -- public roadways, shoulders and medians, utility lines, and traffic signage in relationship to private landscaping, parking areas, building facades and signage. Scrutiny of what may be seen from public ways should be most intense while less visible private areas of sites should be more at the landowner's discretion.
4. Restrained Communications. Private signage and advertising should be restrained and not detract from the sense of a continuous landscape. The principal purpose of on-site signage is to identify establishments and to direct those seeking to visit them safely and efficiently to their destination. Signage that is limited in size and set in a strongly landscaped surrounding can be more effective than a cacophony of uncontrolled messages.
5. Diversity of Opportunity. Ashland City wishes to continue to attract diverse housing types, services and other community attractions. In reviewing plans and proposals, it does not wish to rule out particular uses because of costs or burdens imposed. Rather, it wishes to work with developers and builders to find a formula for creating uses that are economically viable as well as harmonious with the community environment.
6. Residential Privacy. The sense of privacy of residential areas should be protected especially from nuisances created by adjacent uses, such as noise, traffic, high lighting levels, and uncontrolled access. Within residential areas, there should be privacy of individual units.
7. History. References to Ashland City's past -- both its natural and settlement history -- should be preserved wherever possible. These include artifacts such as rock fences, walls, areas of form, landscape, historic cemeteries and archaeological sites; structures

more than 50 years old; and traces of prior fields and land subdivision.

8. Utilitarian Elements. As a way of reducing disorder and emphasizing the human environment, utilitarian elements should be masked or located out of public view. These include mechanical equipment on buildings, transformers, meters, refuse stations, electric wiring and service areas.

## 2. DESIGN REVIEW STANDARDS

### 2.1 SITE LAYOUT

#### 1. Site Coverage

Sites should not be covered completely with impermeable surfaces which prevent percolation of water back into the soil and can cause erosion, street flooding, or overloading of storm sewer systems. A minimum of 15% of the site shall be devoted to permeable surfaces (reference Section 3.140 - ACZO). This will also ensure that buildings are set in a strong landscape.

#### 2. Building Setbacks

Building setbacks provide dimension to the public realm along streets. In areas where there is a consistent setback line, new structures should conform to it. In areas where setbacks vary, buildings should be set back the average distance of adjacent buildings within 100 feet of the proposed structure. In major commercial areas where patrons are to be encouraged to walk between establishments, buildings should generally be located as close to streets as possible while providing adequate area for landscaping in the setback area.

Large unbroken expanses of paving between the street and building are discouraged. Required side yard areas should also be landscaped.

#### 3. Entries and Curb Cuts

Entries to sites from public streets should be clear, controlled and safe. Continuous curb cuts confuse circulation of automobiles as well as destroying the pedestrian environment and reduce opportunities for landscaping. Ashland City's Zoning Ordinance and subdivision standards establish specific standards for the location and design of curb cuts and site entries.

The number and width of curb cuts along a property should be the minimum necessary for effective on and off-site traffic circulation. As a guide, no more than one curb cut should occur in each 100 feet of frontage. Combined or shared entries between properties is encouraged. If two entries are needed, a one-way system should be considered to reduce curb cut area and maximize parking area.

In general, curb cuts should be no wider than needed to meet



standards. Generally, they should be limited to 30 feet for residential uses and commercial uses, 45 feet for industrial uses.

Access Control can be found in Section 3.090 of the Ashland City Zoning Ordinance.

## 2.2 GRADING, DRAINAGE, AND TOPSOIL PRESERVATION

### 1. Topography

Buildings, parking and service areas should be sited in a manner which minimizes disruption to the existing topography. Where there is mature existing vegetation on a site, changes in topography and runoff patterns should be minimized.

The volume of cuts and fills on a site should be balanced, so that transportation of soil off or onto the site is minimized.

The maximum allowable landscaped slope created by cut or fill is 1:3 vertical to horizontal. To provide a stable slope for soil and plant materials, less steep slopes or terracing is encouraged.

### 2. Overland Drainage and Detention

Overland drainage and detention are encouraged, to recharge groundwater and minimize loads on storm sewerage facilities.

The rate of peak runoff at site boundaries should not increase significantly from that prior to development.

Landscaped retention/detention areas should be created where possible to collect runoff from paved areas. Such areas should be treated as visual amenities for the site and not as utilitarian or unkempt areas.

### 3. Topsoil Stabilization

Topsoil should not be removed from sites or used in spoil. Topsoil should be saved during construction and then placed over landscaped areas at a depth of at least 6". In general, efforts should be made to retain as much topsoil as practical.

## 2.3 PRESERVATION OF EXISTING TREES AND SITE FEATURES

1. Trees are protected within the Ashland City Zoning Ordinance, Article 3.140.

2. Retention of Site Features

A natural setting is one of Ashland City's attractive qualities. Streams, wetlands, large rock outcrops, stands of native vegetation, fence row

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rock walls, cemeteries and other notable natural features must be located on the site plan and preserved wherever possible.

Bands of trees, such as fencerows, that would not otherwise be wind-firm when left as individuals should be maintained as an effective screen and wind buffer.

3. Preservation of Notable Old Structures. Structures which are over 50 years old and valued for their local significance should be located on the site plan and retained if possible. Incorporation of such structures into the site's development as a special feature is encouraged. If the structures are not to be retained or adapted reasons should be given.

## 2.4 ARCHITECTURAL CHARACTER

### 1. Compatibility with Surroundings and Facades. Massings and Roofs for Building

Buildings should avoid long, uninterrupted facade planes.

Buildings should have a defined base and cap.

Window and door openings should have a vertical orientation and be vertically aligned between floors.

Rear and side facades, if visible from public streets, should be similar to the primary facade in their architectural treatment.

Blank walls facing streets should be avoided.

Where a clearly established development character and scale exists, new infill development should include: a) window and door openings with area ratios and proportions similar to those on adjoining buildings, b) key design elements of surrounding buildings with respect to windows, door, rhythm of bays, detailing, roof forms, materials and colors.

Roof forms should be appropriate to a building's design and scale. Flat roofs or low-pitched roofs with parapet walls are encouraged for larger commercial buildings. Alternative roof forms may be used if appropriate for a particular acceptable architectural style.

A particular roof form should be applied to the entire roof, rather than terminating at less visible points, such as the building's rear.

Roofs that are visible from the street should be finished with colors and features consistent with the architecture of the facade.

Building forms should be tailored to fit within the existing topography and site features as much as possible.

In most cases, buildings are not viewed in isolation, but rather in the context of other buildings. While architectural style may vary, buildings of a proposed development should be compatible with surrounding buildings with regard to massing, scale, proportion of openings, roof types, types of glazed openings, and degree of detail.

The use of materials and colors compatible with buildings adjacent to a site is encouraged.

Along Main Street, Frey Street and Cumberland Street certain façade materials are encouraged to create a unified appearance particularly with brick and stone.

The use of certain façade materials and colors for buildings along arterial streets are discouraged. These materials are exposed or painted metal siding or roofing, painted concrete block and artificial stone. Full chroma colors are also discouraged.

The following are encouraged as exterior materials: brick, limestone, tile, plaster, stucco, glass and glazing, EIFS, architectural pre-cast and split face block. Ground face masonry should only be used as an accent.

Exterior colors should be earth tones and compatible with adjacent properties. Subdued, muted colors are encouraged. Bright colors should be limited to accent or contrast.

Translucent or back-lot canopies and awnings are discouraged.

Dumpsters should be screened on all sides; enclosures should be of materials and colors matching the primary structure and should be higher than the dumpster being screened. The access side should not be visible from public streets.

Chain-link fencing provided in a commercial and industrial areas shall be vinyl coated and of a black or dark green color. The use of razor wire is strongly discouraged.

Metal siding may be allowed in Industrial Zones that are not visible from the street.

2. Adapting Prototypical Designs to Particular Sites. National “standard” designs should be adapted to reflect the Ashland City context by careful siting, use of compatible materials and landscaping of the site so that it blends with its surroundings.
3. Relationship to Streets. Buildings should be oriented such that their main entrances are visible from streets.

Facades along streets should be treated in a manner which enhances

interest. Displays or windows with active interior uses are encouraged. Blank or undifferentiated facades are discouraged.

“Stage-set” facades on the street are not acceptable. The materials and colors of the street face should continue on the sides and rear of structures visible from public streets.

Building service areas or loading areas shall not be visible from public streets. They should be located away from streets and/or adequately screened.

Mechanical equipment on roofs or sides of buildings shall not be visible from streets. Adequate screening must be provided.

Landscaping with generous planting should define the street edge and entries of a development as well as building entries.

## 2.5 PARKING CONFIGURATIONS

### 1. Efficiency of Parking Areas

To allow space for landscaping and site improvements without significantly reducing the potential number of parking spaces on a site, efficient configuration of entries, circulation, and layout is encouraged.

Adjoining parking lots serving nonresidential buildings should be interconnected between sites.

Small lots or those with narrow front yards are encouraged to develop one-way angle parking configurations with curb cuts narrower than the maximums noted above for entry and exit lanes.

### 2. Reduce Apparent Size and Visibility of Parking Areas

Site arrangements which minimize the amount of parking between the street and buildings are encouraged. To the extent possible, parking areas should be split between the front and back of a lot or along the side of a building to reduce the paving at the street face.

Wherever possible, parking areas should be set 2-3 feet below streets or surrounding areas or be partially hidden by landscape berms to reduce the visibility of parked cars.

Retention of existing trees located in parking areas is strongly encouraged. Tree wells may be used if necessary to allow for changes in grade while protecting the tree.

### 3. Fit Parking Areas to Site Topography

On sloping sites, lines of parking spaces should run parallel to site contours, with planted medians taking up any excessive slope. Paved areas should not exceed a 5% slope.

Detention of runoff within parking areas or in adjacent landscaped areas is encouraged. Runoff from parking areas should not sheet flow onto public streets or sidewalks.

## 2.6 LANDSCAPE

### 1. Landscape Areas – Reference Section 3.140 of the Ashland City Zoning Ordinance

#### 2. Streetscape

A consistent landscape treatment along public streets enhances the appearance of the public domain and provides an attractive unified setting for variations among individual developments. Landscaped areas should dominate the frontage of any site where entries are the only interruptions.

It is encouraged that street trees are planted in this zone. Street trees are to be planted behind the sidewalk unless the walk is set back at least 5 feet from the back of the curb and there are no imminent plans for street widening.

Trees planted in sidewalk zones must be surrounded by a protective grate or planted zone to allow water to reach the roots with minimum dimensions of 5 feet by 5 feet.

Trees should be planted along streets at least 40 feet on center with relatively even spacing. If frontages exceed a multiple of 40 feet, an additional tree should be planted along the street, e.g., a frontage of 50 feet should contain two trees, a frontage of 130 feet should have four trees, etc.

To provide a consistent effect along major streets, the preferred street tree species is Sugar Maple.

To provide a consistent effect along other streets, the preferred street tree species are Marshall's Seedless Ash, Willow Oak, London Plane, Red Maple and Sawtooth Oak.

The use of ground cover or low shrubs for the ground plane of streetscape planting is encouraged as a lower maintenance and higher impact treatment than turf.

### 3. Plant Materials

Ashland City displays a robust ecosystem with a variety of native plant

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materials. The use of these hardy and attractive native species in developments is encouraged.

Plant materials should be installed at a reasonable size to provide a sense of presence and to mitigate microclimate impacts caused by development.

Street trees need to be large enough when installed to have some presence while allowing views to sites and branching above pedestrians walking along the sidewalk. Trees along arterial streets are to be no smaller than 3 - 3 1/2" caliper. Trees along collector and minor streets shall be no smaller than 2 - 2 1/2" caliper.

#### 4. Maintenance

All landscape zones and plantings installed by the developer shall be privately maintained.

Any diseased, dying or dead plants shall be removed by the property owner and replaced with healthy plants meeting minimum size standards.

Failure to comply with the requirements of this section after a notice of noncompliance has been issued by the Zoning Administrator, accompanied or followed by a stated time frame for compliance shall be deemed a violation of the Zoning ordinance and shall be subject to the sanctions set forth in Article VII, Section 7.100 as well as to the revocation of any permit, license, certificate or other approval initially issued by the City as a basis for construction and/or occupancy of the development on which the violation has occurred.

## 2.7 SCREENING

### 1. Conditions for Screening

Screening requirements vary by their purpose. Three types of screening conditions are distinguished:

- Transitions between land uses.
- Privacy separations between streets and individual sites, such as on double-fronted lots and multifamily yards; and
- Nuisance screening for service and loading areas, dumpsters, materials storage areas, utility boxes, etc.

### 2. Performance Criteria

Screens are intended to provide visual and physical separation of conflicting uses and should be designed to fit within their surroundings, not dominate the view.

Screens should not compromise safety by blocking vision at

intersections. They should not be placed within 75 feet of any street corner as referenced in Section 3.080 of the Ashland City Zoning Ordinance.

Screens should not block access to any above ground pad mounted transformer and should provide 15 feet of clear access to the transformer doors.

Screens should not impede or divert the flow of water in any drainage way.

Fence screening of service areas should be at least 6 feet in height.

### 3. Design Standards

Design standards vary according to the function of the screen as follows:

**Transitional Screening.** Transitional screening is required where commercial or industrial uses adjoin residential areas, where multi-family residential or mobile home sites adjoin one- or two-family housing zones, and within Planned Unit Developments with similar adjacencies.

Where areas adjoining residential zones are likely to be used for truck loading, storage or driveways, the transitional zone must provide protection through use of earth berms or solid masonry materials.

Where lighted parking areas are located adjacent to residential zones, lighting should be designed to minimize illumination across the boundary, and the transitional buffer must screen headlights.

**Privacy Screening.** Double fronted residential lots should have privacy screening along the rear lot line. Privacy screening may also be required in multi-family housing areas to separate individual yards or yards adjacent to streets or pedestrian pathways.

Fences designed to create privacy or separations should be made of masonry, ornamental metal, durable wood or some combination of the three. The use of untreated wood, chain link, plastic or wire fencing is not permitted for fences fronting streets or on double-fronted lots.

Solid fences should not create a stockade appearance. This can be avoided in several ways such as adding an evergreen planting on both sides of the fence or undulating the plane of the fence. Fences over 80 feet long on double-fronted lots facing streets should have no more than 50% of their length in a straight line unless the entire fence is set back 15 feet or more from the property line with evergreen planting in the setback area. **Nuisance Screening.** To reinforce the sense of natural surroundings and a consistent streetscape, auto service functions such as areas to store cars while they are being repaired, auto or truck outdoor work areas and truck loading docks in commercial or retail areas shall be screened from public view.

Garbage collection areas shall be enclosed by opaque materials on all four sides with doors to remove containers. Where dumpsters are enclosed, the screening shall be at least 2 feet taller than the dumpster. Where topography may expose interiors of garbage collection areas to view screening shall be correspondingly taller.

Water meters, gas meters, electric meters and ground-mounted air conditioning or mechanical units should be hidden from public view by screening.

Screening requirements may be relaxed where areas are located so they are not visible from public streets or adjacent properties.

#### 4. Suggested Plant Materials for Screening

Evergreen plants are recommended for effective year-round screening. Suggested evergreen trees and shrubs include: Arborvitae, Hetzi Juniper, White Pine, Red Pine, and Yew. Suggested broadleaf evergreen shrubs include: Red-Tipped Photinia, Euonymous, and Holly (Notably Foster Holly).

Ornamental shrubs and trees may also be used for screening, preferably in combination with evergreen plantings or fencing. Suggested ornamental shrubs include: Red-Tipped Photinia, Willowood Viburnum, upright Hollies, and large flowering shrubs. Suggested ornamental tree species include: Flowering Crab, Dogwood, Magnolia, and Purple Leaf Plum.

## 2.8 PEDESTRIAN CIRCULATION

1. Continuous Sidewalks. Sidewalks shall be continuous between properties. A proposed development shall locate sidewalks to meet abutting walkways.

The width of a sidewalk shall blend with that of abutting walkways. The minimum walkway width is 5 feet.

Sidewalks may run along the street curb; however, it is preferred that they be separated by a landscape zone along arterial streets.

2. Connections Within and Between Developments. Sidewalks should connect building entries within and between developments where possible.

3. Sidewalk Materials. Sidewalks along public or private easements and public rights-of-way must meet the minimum requirements of the zoning ordinance.



## 2.9 LIGHTING

### 1. Design Criteria

To reduce adverse impacts on adjacent sites and minimize energy consumption, lighting should be carefully located, and intensity should be the minimum necessary for safety.

Lighting levels should be as even as possible.

Light fixtures which cast light primarily downward should be used.

Warm lighting colors are preferred; blue-white color is discouraged.

### 2. Street Lighting. Lighting levels along streets should vary according to land use with higher lighting levels in industrial and commercial areas than in residential areas. Lighting levels should be varied by fixture height and spacing.

A standard pole and fixtures recommended for major thoroughfares and for other streets. Applicants shall consult with city staff on the choice of such fixtures.

### 3. Site and Parking Area Lighting

Site or parking area lighting may not cast light beyond property boundaries. Cut-off devices should be used to avoid throw onto adjacent sites when necessary, and the performance standards cited generally in the Ashland City Zoning Ordinance and specifically in Section 3.190.8 should be followed.

The total height of fixtures should be in proportion to the building mass, preferably no more than 22 feet.

Ground-oriented, pedestrian scale lighting should be considered as an alternative to pole-mounted fixtures along sidewalks.

Lighting fixtures should be compatible in style with associated buildings.

Lighting directed on buildings is discouraged unless it illuminates identification signage on the building facade.

## 2.10 SIGNAGE

The overall objective of the standards herein is to ensure that signage does not detract from the sense that Ashland City's environment is a continuous landscape. The emphasis is on using signage for identification purposes not predominantly for advertising.

The Ashland City Sign Ordinance establishes in detail the signs that are permitted in each zone and those that are not permitted. It covers both temporary and permanent signs and should be consulted for specific requirements.

### 3. PROCEDURES

#### 3.1 SUBMISSION REQUIREMENTS

Design review occurs in the context of the required Plot Plan (see Section 3.120 of the Zoning Ordinance). The Ashland City Municipal Planning Commission is required to approve the design of a project prior to issuance of a building permit. A site plan or plot plan drawn to scale of sufficient size to show clearly:

- The dimensions, orientation and acreage of each lot to be built upon
- The layout of the entire project and its relationship to adjacent properties
- The location and dimensions of present and proposed streets and highways
- The location of points of entry and exit for vehicles and internal circulation patterns
- The location and layout of all paved areas including off-street parking and loading facilities.
- All existing and proposed topography, with contours at intervals of no more than 2-feet in areas that are disturbed.
- The size, shape and location of existing and proposed construction with uses noted.
- See Section 3.120 of the Zoning Ordinance for additional information.
- The seal of a civil engineer or surveyor licensed in the State of Tennessee.

A site landscaping plan, either as a separate drawing or integrated with the site plan above, showing:

- The location of existing vegetation including all trees of over 18-inch diameter to be retained or removed.
- Proposed site landscaping with size, species, and numbers noted.
- The location of all walls, fences, and railings with indication of their height and construction materials
- The location of exterior lighting and types of illumination sources, adequate to determine its character and enable review of possible hazards and disturbances to the public and adjacent properties.
- The location of exterior freestanding signs.

Schematic building plans drawn to scale, including:

- Exterior building elevations indicating materials to illustrate their appearance.

The Ashland City Municipal Planning Commission may waive any of the

above submittals considered unnecessary. It may also require such other information or exhibits, including samples of proposed building materials, considered necessary to reach an informed decision on compliance with these design standards.

### 3.2 REVIEW PROCESS

1. Prospective applicants are encouraged to schedule an informal submission meeting with City staff early in the design phase, in order to be aware of conditions and constraints of the site and to familiarize themselves with the standards that will be applied.
2. The Ashland City Municipal Planning Commission will review proposals based on the standards and guidelines in this manual. The Planning Commission may approve plans as submitted, approve plans with specific conditions including items which must be changed, or disapprove plans but invite resubmission based on modified designs, or disapprove plans.
3. Copies of the minutes along with any conditions of approval by the Ashland City Municipal Planning Commission will be made available to the applicant. If the proposal has been disapproved, the Commission will indicate the changes which, if made, might result in approval of the project.
4. The City Building Official will be responsible for ensuring that any conditions imposed at the time of design approval are met in final plans submitted for building permits, and that final plans submitted are in substantial accord with plans submitted for approval.
5. Prior to obtaining a final permit for use and occupancy, the applicant must submit a certificate of compliance as provided in Article VII, Sections 7.030 (Building Permits) and 7.050 (Certificates of Occupancy) of the Zoning Ordinance.

## 4. A DESIGN REVIEW CHECKLIST

The checklist indicates items which must be addressed in the application for design approval. The items may be dealt with in drawings and exhibits, or in a written narrative which accompanies the application and notes how the design standards have been met.

### 1. Site Layout

- Site plan includes all the necessary information (see Submission Requirements).
- Percentage of site devoted to permeable surfaces.
- Distances between curb cuts and their widths noted.

### 2. Grading, Drainage and Topsoil Preservation

- Existing and proposed topography shown at 2-foot intervals.
- Estimates of the amounts of material to be exported or imported to and from the site.
- Runoff calculated and detention planned.

### 3. Preservation of Existing Trees and Site Features

- Existing trees and vegetation areas noted, with all trees over 18", diameter located precisely with tree type.
- Replacement trees for large trees to be removed shown.
- Special site features noted, with plan for their protection.
- Important views across the site to lakes or landmarks shown.
- Age of existing structures on site noted with plans for conservations of structures over 50 years old.

### 4. Architectural Character

- Building elevations shown with materials noted and colored to accurately represent built appearance.
- For prototype designs, indicate how they have been adapted to Ashland City setting.
- Location of building service areas noted, with screening provided.
- Location of exterior mechanical equipment noted, with plans for screening.

### 5. Parking Configurations

- Capacity of parking areas, lane and bay widths noted on plans.
- Directions of movement shown.
- Runoff locations and detention areas shown.
- Computation of landscaped area within parking areas made and noted.
- Plan for protecting existing trees in parking areas noted.

### 6. Landscape

- Location, size and species of all planting noted on plans.
- Note conformance of plans to minimum landscape standards.

### 7. Screening

- Locations of all screening shown on plans, along with designs for screening and materials.
- Note how screening plans conform to design standards.

### 8. Pedestrian Circulation

- Indicate location of sidewalks along street and pedestrian connections to sidewalk.
- Locate pedestrian areas on adjacent sites and indicate how connections

have been made to them.

9. Lighting

- Locate lighting sources and illustrate design of standards.
- Calculate lighting levels and evenness ratio.
- Indicate any special provisions to shield light from adjacent properties.

10. Signage

- Locate any project identification signs, major accessory business signs, directional signs or project directory signs on plans.
- Submit designs for each sign including details on illumination.
- Indicate on rendered elevations the size, location and character of all establishment signs mounted on the face of buildings.
- Make calculations of allowable sign area and compare to actual sign area proposed

**RESOLUTION 2023-**

**A RESOLUTION AUTHORIZING THE TOWN OF ASHLAND CITY,  
TENNESSEE TO PARTICIPATE IN THE TCAD SENIOR CENTER GRANT  
PROGRAM**

**WHEREAS**, the Town would like to submit the grant application totaling \$8,000.00; and,

**WHEREAS**, the funds will be used to get supplies for programs and activities and for building improvements at the Senior Center; and,

**WHEREAS**, the Town of Ashland City acknowledges this grant is a 100% grant.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE  
TOWN OF ASHLAND CITY, TENNESSEE** the following:

**SECTION 1:** That the Town of Ashland City is hereby authorized to submit application for the *TCAD Senior Center Grant Program* through the state.

**SECTION 2:** That the Town of Ashland City further authorizes Gena Batts to apply for and manage this grant application.

We, the undersigned City Council members, meeting in Regular Session on this 18th day of July 2023 move the adoption of the above Resolution.

Councilmember \_\_\_\_\_ moved to adopt the Resolution.

Councilmember \_\_\_\_\_ seconded the motion.

Voting in Favor \_\_\_\_\_

Voting Against \_\_\_\_\_

Attest:

\_\_\_\_\_  
Mayor JT Smith

\_\_\_\_\_  
Interim City Recorder



**Request for Proposals:**

*Tennessee Senior Center Grants*

**Issued June 2023**

For more information, please contact:  
Sidney Schuttrow | TCAD Senior Center Liaison | [Sidney.Schuttrow@tn.gov](mailto:Sidney.Schuttrow@tn.gov)

## **Grant Overview**

### Background

The Tennessee Commission on Aging and Disability (TCAD) is the designated State Unit on Aging (SUA) and is mandated to provide leadership relative to aging issues on behalf of older persons in the state. Our mission is to bring together and leverage programs, resources, and organizations to protect and ensure the quality of life and independence of older Tennesseans and adults with disabilities.

TCAD has received a non-recurring allocation of one million dollars (\$1,000,000) from the Tennessee General Assembly ([House Bill No. 1545, item 17, page 11](#)) to distribute to senior centers across the state through a competitive grant process. Through this process, a scoring metric will be used to distribute these funds in support of the vital work senior centers do to assist older adults across Tennessee have access to resources, activities, and social connection.

### Request for Proposals

TCAD is seeking proposals from senior centers across Tennessee that describes how the senior center intends to use the funding, if awarded, for improvement of and benefits of the senior center and the participants. These funds are non-recurring which means funds are not guaranteed on an annual basis.

## **Funding**

### Awards Amounts

TCAD will award grants in the amount of eight thousand dollars (\$8,000) each to one hundred and twenty-five (125) individual senior centers across Tennessee. These grants will be competitive. Not all applications will receive funding. All grant recipients must expend all grant funds by **September 30, 2024**.

### Register with the State

If a senior center is not currently a supplier with the State of Tennessee, TCAD strongly recommends that the senior center register as soon as possible. To register as a State of Tennessee supplier, please use the link below and click "Register as a Supplier" in the middle section of the webpage.

- [Register as a Supplier](#)
- [Supplier Guide: Registering to do Business with the State of Tennessee](#)

### Direct Deposit

For any senior center that does not have direct deposit set up with Edison Maintenance through the State, it is strongly recommended that an application is completed as soon as possible using the link below. This will allow for the funds to be distributed to award recipients quickly and efficiently.

- [Edison Maintenance Direct Deposit form and instructions](#)



## Application Eligibility and Logistics

### Eligibility

For the purpose of this grant, a senior center must be: 1) a single purpose agency with programs and activities designed and operated only for the benefit of adults aged 60 and over; or 2) a multi-purpose agency with a broad spectrum of services, which shall include provision of health, social, nutritional, and educational services and the provision of facilities for recreational activities for adults aged 60 and over. All senior centers in the state of Tennessee that meet this definition are eligible and encouraged to apply for this funding opportunity.

It is encouraged that funding be used to support goals such as, but not limited to:

- 1) Capital Projects (building improvements, equipment, etc.)
- 2) Outreach and Education
- 3) Programming/Activities
- 4) Routine Operating Expenses

### Funding Limitations

Funding may **NOT** be used for:

- 1) Anything associated with Bingo
- 2) Purchase of gift cards
- 3) Staff training

### Grant Timeline

Date	Action
<b>June 12, 2023</b>	Request for Proposal available for review
<b>June 21, 2023 (10:00am CST/11:00am EST)</b>	**Informational Session
<b>July 5, 2023</b>	Start date for applications to be submitted
<b>August 4, 2023 (4:00pm CST/5:00pm EST)</b>	Deadline for applications to be submitted
<b>August 14, 2023 (4:00pm CST/5:00pm EST)</b>	Anticipated date for Notice of Awards
<b>Fall 2023</b>	Contracts to grantees to sign
<b>Winter 2023/2024</b>	All funding distributed to grantees
<b>March 29, 2024</b>	Mid-Term Report due (template will be provided)
<b>September 30, 2024</b>	All funding must be spent by grantees
<b>October 31, 2024</b>	Final Report due (template will be provided)

\*\*An informational webinar will be held for interested parties on **Wednesday, June 21<sup>st</sup> at 10:00a CST (11:00a EST)**. The webinar will be recorded and posted on the [Tennessee Commission on Aging and Disability's YouTube Channel](#) within two (2) days. Webinar information can be found below or email Sidney Schuttrow at [Sidney.Schuttrow@tn.gov](mailto:Sidney.Schuttrow@tn.gov) for additional details.

Webinar Link - [Click here to join the meeting](#)

### Application Requirements

All applicants are required to complete the Senior Center Grant Application using the enclosed application or electronically using the [Electronic Senior Center Application](#). The application includes the following items that **MUST** be submitted to be eligible for funding:

- 1) Name of Senior Center
- 2) Type of Entity (How the senior center is registered through the Secretary of State)
  - a. Nonprofit
  - b. City Government
  - c. County Government
- 3) Senior Center Physical Address  
Senior Center Mailing Address (if different than listed above)
- 4) County of Senior Center Location
- 5) Senior Centers Hours of Operation
- 6) Senior Center Contact (This person will be the primary contact and receive all grant correspondence)
  - a. First & Last Name
  - b. Title/Position at the Senior Center
  - c. Email Address
  - d. Phone Number
- 7) Authorized Signatory (Person authorized to sign contracts on behalf of the center)
  - a. First & Last Name
  - b. Title/Position at the Senior Center
  - c. Email Address
  - d. Phone Number
- 8) Grant Goals
  - a. Capital Projects (building improvements, equipment, etc.)
  - b. Outreach and Education
  - c. Programming/Activities
  - d. Routine Operating Expenses
- 9) Project Narrative (500 word maximum)
- 10) Letter of Support from State Representative (See Appendix D for a sample letter)
- 11) Letter of Support from State Senator (See Appendix D for a sample letter)
- 12) Copy of Organizations W-9 form
- 13) Preferred Payment Method (If awarded a grant, select your preference on receiving grant funds)
  - a. Direct Deposit
    - i. Last 4 digits of the account number
  - b. Check Mailed
    - i. Attention to & address the check should be mailed to
- 14) Grant Agreement

**ALL** items listed above **MUST** be submitted to be considered a complete application. If any items are missing, the application **WILL NOT** be considered for funding.

## Contract

All grantees will be sent a contract after receiving a Notice of Award (see grant timeline for more details). This contract **MUST** be signed by the authorized signatory listed on the Senior Center Grant Application before funding will be sent to the senior center.

## Scoring Metrics

Three (3) main scoring metrics will be used to determine total score for each grant submission. These metrics include:

- 1) 2023 Targeted Area ([Department of Economic and Community Development](#)) - See Appendix A for county breakdown.
  - a. 5 pts “Distressed”
  - b. 4 pts “At Risk”
  - c. 3 pts “Transitional”
  - d. 2 pts “Competitive”
  - e. 1 pt. “Attainment”
- 2) Estimated 65+ Population in 2023 ([Tennessee Department of Health, pg. 5-6](#)) – See Appendix B for county breakdown.
  - a. 5 pts 30% or higher
  - b. 4 pts 25-29.9%
  - c. 3 pts 20-24.9%
  - d. 2 pts 15-19.9%
  - e. 1 pt. 10-14.9%
- 3) Older Tennesseans Below Poverty Level data (based on [TCAD’s 2022 State of Aging Profile](#)) - See Appendix C for county breakdown.
  - a. 5 pts 20-25%
  - b. 4 pts 15-19.9%
  - c. 3 pts 10-14.9%
  - d. 2 pts 5-9.9%
  - e. 1 pt. 0-4.9%

## Reporting Requirements

A report template has been created and will be provided to each grant recipient. This template will be completed twice during the grant cycle; once by **March 29, 2024 (Mid-Term)**, and once by **October 31, 2024 (Final)**. All grantees are required to submit the following information:

- 1) Narrative Summary about the impact the funding had on the center and the items/materials purchased;
- 2) Number of unduplicated people served;
- 3) Pictures of items, materials, programs, activities, etc. purchased using grant funds;
- 4) Financial receipts and description of purchase(s); and
- 5) If applicable, testimonials from center members about how the funding impacted their participation at the center.

# 2023 Senior Center Grant Application

1. Name of Senior Center \_\_\_\_\_

2. Type of Entity (How the senior center is registered through the TN Secretary of State)

- Nonprofit
- City Government
- County Government

3. Senior Center Physical Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, TN \_\_\_\_\_

Senior Center Mailing Address (if different than listed above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, TN \_\_\_\_\_

4. County of Senior Center Location \_\_\_\_\_

5. Senior Centers Hours of Operation

- a. Monday \_\_\_\_\_
- b. Tuesday \_\_\_\_\_
- c. Wednesday \_\_\_\_\_
- d. Thursday \_\_\_\_\_
- e. Friday \_\_\_\_\_

6. Senior Center Contact

**NOTE: This person will be the primary contact and receive all grant correspondence.**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title/Position at the Senior Center \_\_\_\_\_

Email \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**7. Authorized Signatory**

**NOTE: This person is authorized to sign contracts on behalf of the senior center.**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title/Position at the Senior Center \_\_\_\_\_

Email \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**8. Grant Goals (select all that apply)**

- Outreach / Education
- Routine Operating Expenses
- Capital Projects (building improvements, equipment, etc.)
- Programming / Activities

**9. Project Narrative (500 Words Maximum, attach separate page if needed)**

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**10. Letter from State Representative:** YES NO

**11. Letter from State Senator:** YES NO

**12. Included Organization's W-9 form:** YES NO

**13. Preferred Payment Method**

**NOTE: If awarded a grant, select your preference on receiving grant funds.**

**Only select one option:**

**Direct Deposit**  
Last 4 digits of account number \_\_\_\_\_

**Check Mailed**  
Address the check should be mailed:  
Attention to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, TN \_\_\_\_\_

**Grant Agreement**

I \_\_\_\_\_, understand, if awarded a Senior Center Grant, all funds received from this grant must be used for the improvement and benefit of the above-mentioned senior center and must be expended by September 30, 2024.

\_\_\_\_\_  
(Senior Center Contact's Printed Name)

\_\_\_\_\_  
(Senior Center Contact's Signature)

\_\_\_\_\_  
(Date)

Appendix A – 2023 Targeted Area ([Department of Economic and Community Development](#))

**5 pts Distressed**

Bledsoe  
Clay  
Cocke  
Grundy  
Hancock  
Hardeman  
Lake  
Morgan  
Perry  
Scott

**4 pts At-Risk**

Benton  
Campbell  
Carroll  
Carter  
Claiborne  
Decatur  
DeKalb  
Fentress  
Grainger  
Greene  
Hawkins  
Haywood  
Henderson  
Henry  
Houston  
Jackson  
Johnson  
Lauderdale  
Lawrence  
Lewis  
McNairy  
Meigs  
Monroe  
Overton  
Pickett  
Rhea  
Sequatchie  
Unicoi  
Union  
Van Buren  
Warren  
Wayne

**3 pts Transitional**

Anderson  
Bedford  
Blount  
Bradley  
Cannon  
Cheatham  
Chester  
Coffee  
Crockett  
Cumberland  
Dickson  
Dyer  
Fayette  
Franklin  
Gibson  
Giles  
Hamblen  
Hamilton  
Hardin  
Hickman  
Humphreys  
Jefferson  
Knox  
Lincoln  
Loudon  
Macon  
Madison  
Marion  
Marshall  
Maury  
McMinn  
Montgomery  
Moore  
Obion  
Polk  
Putnam  
Roane  
Robertson  
Rutherford  
Sevier  
Shelby  
Smith  
Stewart

**3 pts Transitional, cont.**

Sullivan  
Tipton  
Trousdale  
Washington  
Weakley  
White

**2 pts Competitive**

Sumner  
Davidson  
Wilson

**1 pt. Attainments**

Williamson



**Appendix B – Estimated 65+ Population in 2023 [\(Tennessee Department of Health, pg. 5-6\)](#)**

**5 pts 30% or above**

**4 pts 25-29.9%**

**3 pts 20-24.9%**

Cumberland

Benton  
Clay  
Decatur  
Loudon  
Pickett  
Van Buren

Anderson  
Blount  
Campbell  
Carroll  
Carter  
Claiborne  
Cocke  
Crockett  
Fayette  
Fentress  
Franklin  
Giles  
Grainger  
Greene  
Grundy  
Hancock  
Hardin  
Hawkins  
Haywood  
Henry  
Houston  
Humphreys  
Jackson  
Jefferson  
Johnson  
Lewis  
Lincoln  
Macon  
Madison  
Maury  
Meigs  
Monroe  
Moore  
Obion  
Overton  
Perry  
Polk  
Roane  
Sequatchie  
Sevier  
Stewart  
Sullivan  
Unicoi

**3 pts 20-24.9% cont.**

Union  
Wayne  
Weakley  
White

**2 pts 15%-19.9%**

Bedford  
Bledsoe  
Bradley  
Cannon  
Cheatham  
Chester  
Coffee  
DeKalb  
Dickson  
Dyer  
Gibson  
Hamblen  
Hamilton  
Hardeman  
Henderson  
Hickman  
Knox  
Lake  
Lauderdale  
Lawrence  
Marion  
Marshall  
McMinn  
McNairy  
Morgan  
Putnam  
Rhea  
Robertson  
Scott  
Smith  
Sumner  
Tipton  
Warren  
Washington  
Wilson

**1 pt. 10%-14.9%**

Davidson  
Montgomery  
Rutherford  
Shelby  
Trousdale  
Williamson

**Appendix C – Older Tennesseans Below Poverty Level data (based on [TCAD's 2022 State of Aging Profile](#))**

**5 pts 20-25%**

Clay  
Lake  
Scott

**4 pts 15-19.9%**

Bledsoe  
Claiborne  
Decatur  
DeKalb  
Hancock  
Hardeman  
Haywood  
Henderson  
Lewis  
Macon  
Marshall  
Morgan  
Overton  
Trousdale

**3 pts 10%-14.9%**

Anderson  
Benton  
Bradley  
Campbell  
Cannon  
Carroll  
Carter  
Cocke  
Davidson  
Dickson  
Dyer  
Fentress  
Franklin  
Gibson  
Giles  
Grainger  
Greene  
Grundy  
Hardin  
Hawkins  
Henry  
Hickman  
Houston  
Humphreys  
Jackson  
Johnson  
Lauderdale  
Lawrence  
Madison  
Marion  
McMinn  
McNairy  
Monroe  
Moore  
Obion  
Perry  
Pickett  
Polk  
Putnam  
Rhea  
Roane  
Sequatchie

**3 pts 10%-14.9% cont.**

Sevier  
Shelby  
Smith  
Stewart  
Sullivan  
Unicoi  
Union  
Warren  
Wayne  
Weakley  
White

**2pts. 5-9.9%**

Bedford  
Blount  
Cheatham  
Chester  
Coffee  
Crockett  
Cumberland  
Fayette  
Hamblen  
Hamilton  
Jefferson  
Knox  
Lincoln  
Loudon  
Maury  
Meigs  
Montgomery  
Robertson  
Rutherford  
Sumner  
Tipton  
Van Buren  
Washington  
Wilson

**1 pt. 0-4.9%**

Williamson

## Appendix D – Sample Letter to State Representative and Senator

**Note: This letter should be written and signed on the letter head of the elected official**

[DATE], 2023

James Dunn, Executive Director  
Tennessee Commission on Aging and Disability  
502 Deaderick Street, 9th Floor  
Nashville, TN 37243-0860

Dear Director Dunn:

I am pleased to write this letter of support for the **[Senior Center]**'s application for an \$8,000 senior center grant from the Tennessee Commission on Aging and Disability. The **[Senior Center Name]** plans to use these funds to **[brief project description]**. I believe this project will be an asset to the constituents of my district.

Sincerely,

[First and Last Name]  
[Representative / Senator]  
Tennessee General Assembly

RESOLUTION 2023 –

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO APPROVE CONTRACT’S FOR TRANSPORTATION SERVICES FOR THE SENIOR CENTER FOR 2023-2024 FISCAL YEAR.

WHEREAS, the Senior Center takes several trips per year with the Seniors, some are local and some are out of state; and

WHEREAS, the Director of the Senior Center obtains the best prices through different transportation companies who require the signing of a purchasing agreement and/or contract; and

WHEREAS, the contracts are typically under \$2,000.00 and therefore under the purchasing policy requirement which require competitive bidding; and

WHEREAS, numerous contracts are entered into during a fiscal year with transportation companies and for efficiency of time the Board finds that it is appropriate to approve all contracts for the fiscal year as long as the contracts are approved by the City Attorney and are in compliance with the City’s purchasing policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Mayor is authorized to sign all contracts with transportation companies that are hired to provide transportation for the Senior Center for various planned activities throughout the fiscal year as long as the contracts are approved by the City Attorney and are in compliance with the purchasing policy.

We, the City Council, meeting in Regular Session on this the 18th day of July, 2023 move for the adoption of the Resolution as set out above.

Voting in Favor \_\_\_\_\_

Voting Against \_\_\_\_\_

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Interim City Recorder

**RESOLUTION 2023-**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE  
APPOINTING THE CITY ATTORNEY**

**WHEREAS**, the Mayor and Council of the Town of Ashland City shall appoint the City Attorney by resolution, as per the Charter Section 21; and,

**WHEREAS**, the City Attorney has agreed to serve in such capacity.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE** that \_\_\_\_\_ hereby is appointed to serve as the City Attorney of the Town of Ashland City and shall become effective immediately following the passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 18<sup>th</sup> day of July 2023 move the adoption of the above Resolution.

Councilmember \_\_\_\_\_ moved to adopt the Resolution.

Councilmember \_\_\_\_\_ seconded the motion.

Voting in Favor \_\_\_\_\_

Voting Against \_\_\_\_\_

Attest:

\_\_\_\_\_  
Mayor Jeffrey Smith

\_\_\_\_\_  
Interim City Recorder

## RESOLUTION NO. 2023-

WHEREAS, the City Council for the Town of Ashland City, TN has been made aware of the proposed construction and operation of a simple cycle combustion turbine plant and battery energy storage system on approximately 285 acres off of Lockertsville Road in Cheatham County, Tennessee by Tennessee Valley Authority. Said land is zoned agriculture; and

WHEREAS, several citizens of Ashland City as well as Cheatham County have brought this to the attention of the council along with their concerns as to what effect that it may have on the environment, loss of their property, diminished property values, and loss of the charm of Ashland City and Cheatham County; and

WHEREAS, little information was provided by Tennessee Valley Authority about the construction of the plant as well as the 12 mile pipeline that would be part of the project at their informational meeting; and

WHEREAS, the project will be using the area of Sycamore Creek which is used as recreation for the citizens of Cheatham County as well as this area is in close proximity to Pleasant View Utility District main source of water that is used to serve the area of Pleasant View with water; and

WHEREAS, it is believed upon information provided that this plant, as proposed by the Tennessee Valley Authority, will be for the generation of power not for the citizens and businesses of Ashland City and Cheatham County but for Davidson County, Tennessee; and

WHEREAS, the council is opposed to this project for the above reasons as stated above and the Council is concerned about irreparable harm to our community for the possible anticipated environmental impacts on:

.

- Botany
- Climate change and greenhouse gases
- Cultural resources
- Emergency planning
- Floodplains
- Geology and groundwater
- Land use
- Noise and vibration
- Soil erosion and surface water
- Socioeconomics and environmental justice



- Threatened and endangered species
- Transportation
- Visual
- Waste
- Wetlands
- Wildlife
- Aquatics

Hereby, be it resolved by the City Council of the Town of Ashland City, Tennessee that the Council is opposed to the construction and operation of a simple cycle Combustion Turbine plant paired with a Battery Energy Storage System on 285 acres of mostly forested land off of Lockertsville Road in Cheatham County, Tennessee.

A copy of this resolution shall be delivered to each of the following with a letter via US Mail requesting their opposition to this project.

William Kilbride, Chairman, Tennessee Valley Authority  
400 West Summit Hill Drive  
Knoxville, TN 37902

Jeff Lyash, Chief Executive Officer, Tennessee Valley Authority  
400 West Summit Hill Drive  
Knoxville, TN 37902

Honorable Bill Lee  
Governor, State of Tennessee  
State Capitol, 1st Floor  
600 Dr. Martin Luther King Jr. Blvd  
Nashville, TN 37243

Honorable Marsha Blackburn  
United States Senator  
357 Dirksen Senate Office Building  
Washington, DC 20510

Honorable Bill Hagerty  
United States Senator  
251 Russell Senate Office Building  
Washington, DC 20510

Honorable Mark Green  
United States Congressman  
2446 Rayburn House Office Building  
Washington, DC 20515

Honorable Kerry Roberts  
Tennessee State Senator  
425 Rep. John Lewis Way N.  
Suite 730 Cordell Hull Bldg. Nashville,  
TN 37243

Honorable Mary Littleton  
Tennessee State Representative  
425 Rep. John Lewis Way N.  
Suite 632 Cordell Hull Bldg. Nashville,  
TN 37244

Honorable Kerry McCarver  
Mayor, Cheatham County, TN  
100 Public Square  
Ashland City, TN 37015

Honorable Bill Anderson  
Mayor, Pleasant View, TN  
1008 Civic Court, P. O. Box 127  
Pleasant View, TN 37146

Honorable Tony Gross  
Mayor, Kingston Springs, TN  
396 Spring Street  
Kingston Springs, TN 37082

Honorable John Louallen  
Mayor, Pegram, TN  
308 Hwy 70 East/Lakeview Drive  
Pegram, TN 37143

J. Taylor Johnson  
NEPA Compliance Specialist  
1101 Market Street, BR 2C-C  
Chattanooga, TN 37402

Additionally, a copy of this resolution shall be published in the Cheatham County Exchange and on the Town of Ashland City website and Facebook page.

Duly passed and approved this the \_\_\_\_ day of July, 2023

\_\_\_\_\_  
Mayor J. T. Smith

\_\_\_\_\_  
Interim City Recorder



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the first day of July in the year Two thousand and twenty three  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect’s client identified as the Owner:  
*(Name, legal status, address and other information)*

The Town of Ashland City  
233 Tennessee Waltz Parkway  
Ashland City, Tennessee 37015

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

Joshua A. Wright Architect  
8061 Highway 41A  
Cedar Hill, Tennessee 37032

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

A New Park for The Town of Ashland City  
Tennessee Waltz Parkway  
Ashland City, Tennessee 37015

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

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### 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:

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

Design a new park that includes baseball fields, softball fields, soccer fields, rv park, park maintenance buildings, Firing Range, Amphitheater, and splash pad.

§ 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.)*

A physical survey and geotech report have been performed.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

To be determined

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

.1 Design phase milestone dates, if any:

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To be determined

**.2 Construction commencement date:**

To be determined

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

To be determined

**.4 Other milestone dates:**

To be determined

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid  
Phased Construction

**§ 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.)*

Not applicable

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

J.T. Smith, Mayor  
A.C. Clark, Parks and Recreation Director  
233 Tennessee Parkway  
Ashland City, Tennessee 37015

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

Allen Nicholson, Building and Codes Director for The Town of Ashland City

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

**.1 Geotechnical Engineer:**

ECS Southeast LLP  
318 Seaboard Lane, Suite 208  
Franklin, Tennessee 37067

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**.2** Civil Engineer:

Young Hobbs and Associates  
1202 Crossland Avenue  
Clarksville, Tennessee 37040  
Dave Bobbs, P.E.

**.3** Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

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

Joshua A. Wright, AIA, NCARB  
8061 Highway 41a  
Cedar Hill, Tennessee 37032  
Cheatham County

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

Gardner Engineering and Consulting PLLC  
1030 Burlew Boulevard  
Building B Suite 2  
Owensboro, KY 42303  
Kelly Gardner, P.E.

**.2** Mechanical Engineer:

Quest Design Group Inc.  
6901 Lennox Village Drive  
Suite 108  
Nashville, Tennessee 37211  
Nicholas Perry, P.E.

**.3** Electrical Engineer:

Krell Engineering  
102 Hartman Drive  
Lebanon, Tennessee 37087  
Faron Bean, P.E.

**§ 1.1.11.2** Consultants retained under Supplemental Services:

Not applicable

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

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two hundred fifty thousand (\$ 250,000.00 ) 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.

§ 2.5.3 The Architect 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 such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

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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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million (\$ 1,000,000.00 ) per claim and One million (\$ 1,000,000.00 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect'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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The 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 Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s

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Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect

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<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Standard Form of Architect's Services Documents

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Owner to provide telecommunications/data and access control companies and Architect to work with said companies to accomplish Owner's objectives.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 3 ( Three ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty four ( 24 ) visits to the site by the Architect during construction
- .3 3 ( Three ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 3 ( Three ) inspections for any portion of the Work to determine final completion.

Init.



§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe 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.

§ 5.5 The Owner 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.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

Init.

§ 5.10 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.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

Init.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

Init.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

Init.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)  
  
\$419,000.00
- .2 Percentage Basis  
(Insert percentage value)  
  
( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

Init.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly rate

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent ( 5 %), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

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

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	ten	percent (	10	%)
Construction Documents Phase	sixty	percent (	60	%)
Procurement Phase	ten	percent (	10	%)
Construction Phase	ten	percent (	10	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
Architect	\$200.00 per hour

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

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- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

Not applicable

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Forty two thousand dollars ( \$ 42,000.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) 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 Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Five % 5

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

None

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

Not applicable

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ Not applicable ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Owner to provide telecommunications/data and access control companies and Architect to work with said companies to accomplish Owner's objectives.

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

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

J.T. Smith, The Honorable Mayor of The Town of  
Ashland City  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Joshua A. Wright, AIA, NCARB  
\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

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# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the first day of July in the year Two thousand twenty three  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect’s client identified as the Owner:  
*(Name, legal status, address and other information)*

The Town of Ashland City  
233 Tennessee Waltz Parkway  
Ashland City, Tennessee 37015

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

Joshua A. Wright Architect  
8061 Highway 41A  
Cedar Hill, Tennessee 37032

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

A New Recreation Center for The Town of Ashland City  
North Vine Street, Ashland City, Tennessee 37015

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

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## TABLE OF ARTICLES

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### 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:

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

Design for a new recreation center to include two basketball courts, commercial kitchen, classrooms, and locker rooms

§ 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.)*

A physical survey and geotech report have been performed.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

To be determined

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

.1 Design phase milestone dates, if any:

To be determined

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.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid

§ 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.)*

Not applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

J.T. Smith, Mayor  
A.C. Clark, Parks and Recreation Director  
233 Tennessee Waltz Parkway  
Ashland City, Tennessee 37015

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

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

.1 Geotechnical Engineer:

ECS Southeast LLP  
318 Seaboard Lane, Suite 208  
Franklin, Tennessee 37067

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**.2 Civil Engineer:**

Young Hobbs and Associates  
1202 Crossland Avenue  
Clarksville, Tennessee 37040  
Dave Hobbs, P.E.

**.3 Other, if any:**

*(List any other consultants and contractors retained by the Owner.)*

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

Joshua A. Wright, AIA, NCARB  
8061 Highway 41a  
Cedar Hill, Tennessee 37032  
Cheatham County

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

Gardner Engineering and Consulting PLLC  
1030 Burlew Boulevard  
Building B, Suite 2  
Owensboro, Kentucky 42303  
Kelly Gardner, P.E.

**.2 Mechanical Engineer:**

Quest Design Group, Inc.  
6901 Lennox Village Drive  
Suite 108  
Nashville, Tennessee 37211  
Nicholas Perry, P.E.

**.3 Electrical Engineer:**

Krell Engineering  
102 Hartman Drive  
Lebanon, Tennessee 37087  
Faron Bean, P.E.

**§ 1.1.11.2** Consultants retained under Supplemental Services:

Not applicable

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

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Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ( \$ ) for each occurrence and ( \$ ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two hundred fifty thousand ( \$ 250,000.00 ) 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.

§ 2.5.3 The Architect 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 such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, 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.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million (\$ 1,000,000.00 ) per claim and One million (\$ 1,000,000.00 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect'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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The 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 Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of

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the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and

Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent

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tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<b>§ 4.1.1.1</b> Programming	Architect
<b>§ 4.1.1.2</b> Multiple preliminary designs	Architect
<b>§ 4.1.1.3</b> Measured drawings	Architect
<b>§ 4.1.1.4</b> Existing facilities surveys	Not provided
<b>§ 4.1.1.5</b> Site evaluation and planning	Architect
<b>§ 4.1.1.6</b> Building Information Model management responsibilities	Not provided
<b>§ 4.1.1.7</b> Development of Building Information Models for post construction use	Not provided
<b>§ 4.1.1.8</b> Civil engineering	Architect
<b>§ 4.1.1.9</b> Landscape design	Architect
<b>§ 4.1.1.10</b> Architectural interior design	Architect

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

AIA Standard Form of Architect's Services Documents

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Owner to provide telecommunications/data and access control companies and Architect to work with said companies to accomplish Owner's objectives.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this

Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty four ( 24 ) visits to the site by the Architect during construction
- .3 Three ( 3 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three ( 3 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of

the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe 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.

§ 5.5 The Owner 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.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 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.

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§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

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- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)  
  
\$266,000.00
- .2 Percentage Basis  
(Insert percentage value)  
  
( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

Init.

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly Rate

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent ( 5 %), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

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

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	ten	percent (	10	%)
Construction Documents Phase	sixty	percent (	60	%)
Procurement Phase	ten	percent (	10	%)
Construction Phase	ten	percent (	10	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
Architect	\$200.00 per hour

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

Init.

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of twenty six thousand six hundred ( \$ 26,600.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) 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 Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

5 % Five

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

None

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

§ 13.2 This Agreement is comprised of the following documents identified below:

Init.

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- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)

NA

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ NA ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

[ NA ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

None

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

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

J.T. Smith, The Honorable Mayor of The Town of  
Ashland City

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

\_\_\_\_\_  
**ARCHITECT** (Signature)

Joshua A. Wright, AIA, NCARB

\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.

# Additions and Deletions Report for AIA® Document B101® – 2017

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 15:46:19 ET on 06/22/2023.

## PAGE 1

**AGREEMENT** made as of the first day of July in the year Two thousand twenty three

...

The Town of Ashland City  
233 Tennessee Waltz Parkway  
Ashland City, Tennessee 37015

...

Joshua A. Wright Architect  
8061 Highway 41A  
Cedar Hill, Tennessee 37032

...

A New Recreation Center for The Town of Ashland City  
North Vine Street, Ashland City, Tennessee 37015

## PAGE 2

Design for a new recreation center to include two basketball courts, commercial kitchen, classrooms, and locker rooms

...

A physical survey and geotech report have been performed.

...

To be determined

...

To be determined

## PAGE 3

To be determined

...

To be determined

...

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User Notes:

To be determined

...

Competitive Bid

...

Not applicable

...

J.T. Smith, Mayor  
A.C. Clark, Parks and Recreation Director  
233 Tennessee Waltz Parkway  
Ashland City, Tennessee 37015

...

ECS Southeast LLP  
318 Seaboard Lane, Suite 208  
Franklin, Tennessee 37067

**PAGE 4**

Young Hobbs and Associates  
1202 Crossland Avenue  
Clarksville, Tennessee 37040  
Dave Hobbs, P.E.

...

Joshua A. Wright, AIA, NCARB  
8061 Highway 41a  
Cedar Hill, Tennessee 37032  
Cheatham County

...

Gardner Engineering and Consulting PLLC  
1030 Burlew Boulevard  
Building B, Suite 2  
Owensboro, Kentucky 42303  
Kelly Gardner, P.E.

...

Quest Design Group, Inc.  
6901 Lennox Village Drive  
Suite 108  
Nashville, Tennessee 37211  
Nicholas Perry, P.E.

...

Krell Engineering  
102 Hartman Drive

...

Not applicable  
**PAGE 5**

Not applicable

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two hundred fifty thousand (\$ 250,000.00 ) 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.

**PAGE 6**

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million (\$ 1,000,000.00 ) per claim and One million (\$ 1,000,000.00 ) in the aggregate.

**PAGE 11**

§ 4.1.1.1	Programming	<u>Architect</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3	Measured drawings	<u>Architect</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13	On-site project representation	<u>Architect</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Architect</u>
§ 4.1.1.18	Facility support services	<u>Not provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21	Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22	Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23	Commissioning	<u>Not provided</u>

§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27 Historic preservation	<u>Not provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not provided</u>

PAGE 12

AIA Standard Form of Architect's Services Documents

...

Owner to provide telecommunications/data and access control companies and Architect to work with said companies to accomplish Owner's objectives.

PAGE 13

- .1 three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty four ( 24 ) visits to the site by the Architect during construction
- .3 Three ( 3 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three ( 3 ) inspections for any portion of the Work to determine final completion.

PAGE 17

Litigation in a court of competent jurisdiction

PAGE 19

None

...

None

PAGE 20

\$266,000.00

...

Not applicable

PAGE 21

Hourly Rate

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent ( 5 %), or as follows:

...

Schematic Design Phase	<u>ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>ten</u>	percent (	<u>10</u>	%)
Construction Documents Phase	<u>sixty</u>	percent (	<u>60</u>	%)
Procurement Phase	<u>ten</u>	percent (	<u>10</u>	%)

Construction Phase

ten percent ( 10 %)

...

Architect

\$200.00 per hour

**PAGE 22**

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of twenty six thousand six hundred (\$ 26,600.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ — ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

5 % Five

...

None

**PAGE 23**

NA

...

[ NA ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

...

[ NA ] Other Exhibits incorporated into this Agreement:

...

None

...

J.T. Smith, The Honorable Mayor of The Town of Ashland City

Joshua A. Wright, AIA, NCARB

# **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 15:46:19 ET on 06/22/2023 under Order No. 4104241688 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the first day of July in the year Two thousand twenty three  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect’s client identified as the Owner:  
*(Name, legal status, address and other information)*

The Town of Ashland City  
233 Tennessee Waltz Parkway  
Ashland City, Tennessee 37015

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

Joshua A. Wright Architect  
8061 Highway 41A  
Cedar Hill, Tennessee 37032

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

A New Senior Center for The Town of Ashland City  
North Vine Street, Ashland City, Tennessee 37015

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

Init.

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4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

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:

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

Design for a new Senior Center to include classrooms, offices, cafeteria, indoor swimming pool and fitness rooms.

§ 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.)*

A physical survey and Geotech report have been performed.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

To be determined

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

.1 Design phase milestone dates, if any:

To be determined

Init.

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid

§ 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.)*

Not applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

J.T. Smith Mayor  
Gena Batts, Senior Center Director  
233 Tennessee Waltz Parkway  
Ashland City, Tennessee 37015

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

Allen Nicholson, Building and Codes Director for The Town of Ashland City

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

.1 Geotechnical Engineer:

ECS Southeast LLP  
318 Seaboard Lane, Suite 208  
Franklin, Tennessee 37067

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**.2 Civil Engineer:**

Yopung Hobbs and Associates  
1202 Crossland Avenue  
Clarksville, Tennessee 37040  
Dave Hobbs, P.E.

**.3 Other, if any:**

*(List any other consultants and contractors retained by the Owner.)*

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

Joshua A. Wright, AIA, NCARB  
8061 Highway 41a  
Cedar Hill, Tennessee 37032  
Cheatham County

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

Gardner Engineering and Consulting, PLLC  
1030 Burlew Boulevard  
Building B, Suite 2  
Owensboro, Kentucky 42303  
Kelly Gardner, P.E.

**.2 Mechanical Engineer:**

Quest Design Group, Inc.  
6901 Lennox Village Drive  
Suite 108  
Nashville, Tennessee 37211  
Nicholas Perry, P.E.

**.3 Electrical Engineer:**

Krell Engineering  
102 Hartman Drive  
Lebanon, Tennessee 37087  
Faron Bean, P.E.

**§ 1.1.11.2** Consultants retained under Supplemental Services:

Not applicable

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

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ( \$ ) for each occurrence and ( \$ ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two hundred fifty thousand ( \$ 250,000.00 ) 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.

§ 2.5.3 The Architect 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 such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000.00 ) per claim and one million (\$ 1,000,000.00 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect'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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The 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 Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of

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the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and

Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent

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tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<b>§ 4.1.1.1</b> Programming	Architect
<b>§ 4.1.1.2</b> Multiple preliminary designs	Architect
<b>§ 4.1.1.3</b> Measured drawings	Not provided
<b>§ 4.1.1.4</b> Existing facilities surveys	Not provided
<b>§ 4.1.1.5</b> Site evaluation and planning	Architect
<b>§ 4.1.1.6</b> Building Information Model management responsibilities	Not provided
<b>§ 4.1.1.7</b> Development of Building Information Models for post construction use	Not provided
<b>§ 4.1.1.8</b> Civil engineering	Architect
<b>§ 4.1.1.9</b> Landscape design	Architect
<b>§ 4.1.1.10</b> Architectural interior design	Architect

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<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**Standard Form of Architect's Services Documents**

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Owner to provide telecommunications/data and access control companies and Architect to work with said companies to accomplish Owner's objectives.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this

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Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 3 ( Three ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 24 ( twenty four ) visits to the site by the Architect during construction
- .3 3 ( three ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 3 ( three ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of

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the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe 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.

§ 5.5 The Owner 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.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 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.

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§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

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- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.



### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

\$340,500.00

.2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly Rate

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent ( 5 %), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

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

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	ten	percent (	10	%)
Construction Documents Phase	sixty	percent (	60	%)
Procurement Phase	ten	percent (	10	%)
Construction Phase	ten	percent (	10	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Architect	\$200.00 per hour

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

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- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

Not applicable

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of thirty four thousand and fifty (\$ 34,050.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) 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 Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

5 % five

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

None

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

§ 13.2 This Agreement is comprised of the following documents identified below:

Init.

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- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)

Not applicable

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ Not applicable ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

Owner to provide telecommunications/data and access control companies and Architect to work with said companies to accomplish Owner’s objectives.

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

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

J.T. Smith, The Honorable Mayor of The Town of  
Ashland City  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**ARCHITECT** (Signature)

Joshua A. Wright AIA, NCARB  
\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.

**RENTAL AGREEMENT**

Ph: (888) 534-0117

Customer Information		Billing Information (if different)	
Name The Senior Center at Ashland City		Name	
Contact Gena Batts	Phone Number (615) 792-3629	Contact	Phone Number
Address 104 Ruth Drive		Address	
City, State, Zip Ashland City, TN 37015		City, State, Zip	
EIN (Federal Tax ID# Required)		E-mail Address	

Distributor Information			
<b>Distributor:</b>	PureVida Water Technologies 1033 Demonbreun Street, Suite 300		
<b>City, State, Zip:</b>	Nashville, TN 37203		
<b>Reference #:</b>	<b>Contact:</b> Jen Carter	<b>Phone Number</b>	(888) 534-0117

Equipment Schedule (Model & Serial#)		
MODEL	SERIAL NUMBER	QNTY
PHSI PW50	50P2314A00791	1

Billing Information			
<b>Rental Term</b> 60 Mos.	<b>Payment (+ applicable taxes &amp; fees)</b> \$ 45.00	<input checked="" type="radio"/> New <input type="radio"/> Used <input type="radio"/> Reconditioned	
<b>Billing Frequency</b> Monthly	<b>Pmt. Method:</b>		
<b>Special Provisions:</b>	<u>Due With Order</u>		
	<b>Adv. Pmts. ( )</b>	+ \$	_____
	<b>Installation Fee</b>	+ \$	0 _____
	<b>Total Due with Order</b>	= \$	_____

<b>Agreed:</b> The Senior Center at Ashland City		<b>Date:</b> _____
<b>Customer:</b>	<b>Distributor:</b> <u>PureVida Water Technologies</u>	
By: _____ (Authorized Signature)	By: _____ (Authorized Signature)	
Name: Gena Batts	Name: _____	
Title: _____	Title: _____	

CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS RENTAL AGREEMENT (THIS "AGREEMENT"), INCLUDING THE REVERSE SIDE HEREOF, AND AGREES TO BE BOUND BY ALL OF THE TERMS AND PROVISIONS CONTAINED HEREIN UPON THE EXECUTION OF THIS AGREEMENT. CUSTOMER AGREES THAT UPON ACCEPTANCE OF THE EQUIPMENT BY CUSTOMER THIS AGREEMENT WILL BE AN UNCONDITIONAL OBLIGATION OF CUSTOMER TO PAY WHEN DUE ALL RENTAL PAYMENTS AND OTHER PAYMENTS, AND CUSTOMER CANNOT TERMINATE OR CANCEL THIS AGREEMENT, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, OR WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENT, FOR ANY REASON WHATSOEVER. DISTRIBUTOR MAY SELL, ASSIGN OR TRANSFER ALL OR SOME OF ITS RIGHTS IN THIS AGREEMENT OR IN DISTRIBUTOR'S RIGHTS IN THE EQUIPMENT (SUBJECT TO CUSTOMER'S RIGHTS IN THE EQUIPMENT UNDER THIS AGREEMENT) AT ANY TIME AND WITHOUT NOTICE.

**RENTAL AGREEMENT TERMS AND CONDITIONS**

**1. Distributor Guarantees to Customer:** The Senior Center at Ashland City

**(a) Guarantee Fulfillment:** Customer must be and remain current on all Rental Payments and other payments before, during and after any upgrades, repairs or modifications are made.

**2. Ownership of Equipment; Taxes and Fees:** Distributor is the sole owner and titleholder of the Equipment. Customer agrees to keep the Equipment free and clear of all liens. This is a "net" lease and Customer agrees to pay any and all taxes, filing fees, interest and penalties relating to this Agreement or the Equipment.

**3. Complete Agreement; Amendments:** Customer agrees that no promises or agreements regarding the subject matter hereof or the Equipment have been made by Distributor or anyone else which are not part of this Agreement. Revisions to this Agreement must be signed by an authorized representative of Distributor and Customer. Any agreement regarding Equipment maintenance or servicing is separate and apart from this Agreement and shall not affect Customer's obligations hereunder.

**4. Authorized Signer:** The person(s) signing this Agreement on behalf of Customer or signing any Guaranty represents that he or she has the authority to do so and that no information supplied by any of them is false or misleading.

**5. Liability and Insurance:** Customer is responsible for any damages or losses to or injuries caused by the Equipment, including any casualty or theft, and shall keep the Equipment fully insured against such losses during the Rental Period.

**6. Use and Location of Equipment:** Customer will use the Equipment only for business purposes and will keep the Equipment at the location specified in this Agreement. Distributor or an authorized agent (for reasonable and customary charges) must perform any relocation of the Equipment.

**7. Assignment; Waiver of Warranties:** Customer may not sell, transfer, encumber or assign the Equipment or this Agreement without express prior written consent of Distributor. Distributor may sell, transfer, encumber or assign all or part of its interests in the Equipment and/or this Agreement, and its assignee will have all its rights and benefits under this Agreement but none of its obligations (other than the covenant of quiet enjoyment while no default exists). No assignee of Distributor (a) has any responsibility for the selection or performance of the Equipment and (b) makes any express or implied representations or warranties whatsoever regarding the Equipment, including that the Equipment will be fit for a particular purpose. Customer will settle any claims, defenses and setoffs it may have directly with Distributor, Distributor or any other third party without affecting Customer's obligations to pay Rental Payments or other payments without offset or abatement to assignee. Customer agrees it will have no claim against an assignee relating in any way to the Equipment.

**8. Renewal/Price Protection:** After the initial rental term (or extension previously agreed to), this Agreement will automatically renew for an additional 12 months and annually thereafter at the same monthly rate unless Customer notifies Distributor in writing 90 days prior to expiration of the initial term or extension that Customer does not intend to renew this Agreement.

**9. Agreement Inception, Due Dates and Payment Requirements:** Rental Payments begin on the delivery and acceptance date and continue on the same day of each month thereafter; provided that Distributor will establish the due date for the monthly (or other periodic) payments owing under this Agreement, including the first regular payment. If any payment is not made within 15 days of when due, Customer shall pay a late charge equal to 15% of the late payment or \$20, whichever is greater.

**10. Early Termination:** Customer may terminate this Agreement upon 30 days prior written notice to Distributor if Customer is not in default hereunder upon payment on the termination date of all remaining payments, and all sales tax, and fee, if applicable.

**11. Installation, Maintenance and Care:** Distributor, or its authorized agent, agrees to install the Equipment in accordance with manufacturer's specifications. Customer agrees to use and maintain the Equipment in accordance with the manufacturer's specifications. Customer will also make the Equipment available and accessible to the Distributor or its authorized agent for maintenance. The Equipment shall at all times remain personal property.

**12. UCC Filings:** Customer authorizes the filing of any Uniform Commercial Code ("UCC") financing statements deemed necessary or desirable to protect the interest of Distributor (or any assignee) in the Equipment.

**13. Default:** Customer is in default of this Agreement if it does not pay any amount when due, or breaches any other term of this Agreement, and Distributor may thereafter exercise any and all remedies under the UCC and other applicable laws, including repossession the Equipment, termination of maintenance agreements and acceleration of the remaining balance due hereunder. Any failure to exercise any rights or remedies does not prevent any later exercise. Distributor's rights survive termination of this Agreement until payment and performance by Customer of all of its obligations. Customer shall pay all costs and expenses, including attorneys' fees, associated with enforcement of Customer's obligations or repossession or disposal of the Equipment.

**14. Governing Law; Jury Trial Waiver:** This Agreement will be governed by the internal laws of the Commonwealth of Pennsylvania. Any legal action, suit, or proceeding with regard to or arising out of this Agreement, or the Equipment, may be brought in the courts of the Commonwealth of Pennsylvania, and all parties consent to the jurisdiction of such courts as to all such actions. The parties hereto waive any right to a trial by jury.

**15. Equipment Return:** At the end of the Rental Period or earlier termination of this Agreement Customer shall relinquish possession of the Equipment in the same condition and working order as of the date of its acceptance, ordinary wear and tear resulting from proper use excepted.

**16. General.** If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, and this Agreement shall be modified as permitted by law. Where applicable "Distributor" means and includes its assignee. A fax or electronic version of Customer's or Distributor's signature when received by Distributor will be binding upon such party. The parties agree that the copy with Distributor's original signature shall constitute the original authoritative version for all purposes, including best evidence. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.



**RENTAL AGREEMENT  
DELIVERY & ACCEPTANCE CERTIFICATE**

**Customer Name:** The Senior Center at Ashland City

**Delivery And Acceptance Certificate**

Customer and Distributor certify that all Equipment described in the Rental Agreement has been delivered and properly installed according to the Rental Agreement. Customer acknowledges that the Equipment is in good condition and is performing satisfactorily. Customer hereby accepts the Equipment unconditionally and irrevocably in accordance with the Agreement.

Distributor acknowledges its obligation to provide maintenance services in accordance with any maintenance agreement separately entered into between Distributor and Customer.

**Customer: Do not sign this Certificate until you have actually received, installed, inspected and accepted all units of the Equipment described in the Agreement.**

Serial Numbers: 50P2314A00791

**X**  
\_\_\_\_\_ Gena Batts \_\_\_\_\_  
Customer (Authorized Signature)    Name (Print)    Title    Date

**X**  
\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
Distributor (Authorized Signature)    Name (Print)    Title    Date

**Certificate Of Completion**

Envelope Id: BCA9668742A142B4ACAF019E8F9E38E8  
 Subject: Complete with DocuSign: The Senior Center at Ashland City Agreement.pdf  
 Source Envelope:  
 Document Pages: 3 Signatures: 0  
 Certificate Pages: 1 Initials: 0  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent  
  
 Envelope Originator:  
 PureVida Admin  
 5380 Old Bullard Rd, Suite 600-162  
 Tyler, TX 75703  
 admin@purevidawater.com  
 IP Address: 204.48.38.218

**Record Tracking**

Status: Original Holder: PureVida Admin Location: DocuSign  
 6/21/2023 7:53:32 AM admin@purevidawater.com

**Signer Events**

Gena Batts  
 gbatts@ashlandcitytn.gov  
 Security Level: Email, Account Authentication (None)

**Signature**

**Timestamp**

Sent: 6/21/2023 7:57:57 AM  
 Viewed: 6/21/2023 8:48:01 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Payton Fedell  
 admin@purevidawater.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Cole Koeberer  
 colek@purevidawater.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent Hashed/Encrypted 6/21/2023 7:57:57 AM

**Payment Events**

**Status**

**Timestamps**

# Charles Brian Stinson

**Operating BackFlow License &**

**Distribution License**

**615-762-0710**

Town of Ashland City

Public Works/Utilities

233 TN Waltz Parkway, Suite 103

Ashland City, TN 37015

## **Agreement for Services**

This document shall serve as an agreement between Charles Stinson, operating BackFlow license/Distribution license and Town of Ashland City, Owner, for overseeing of proper procedures required by Tennessee Department Environmental of Conversation. This agreement terms and conditions: Beginning today, June 26, 2023, we will pay Charles Stinson \$100 per week for the use of his license until we can hire someone or send someone to obtain the license.

---

Charles Brian Stinson

---

Mayor JT Smith

CRIMINAL HISTORY DATA SHARING BETWEEN THE LOCAL LAW ENFORCEMENT AGENCY AND COURTS

MEMORANDUM OF UNDERSTANDING

Between

NAME OF AGENCY

ASHLAND CITY POLICE DEPARTMENT

And

NAME OF COURT

Cheatham County General Sessions

1. PURPOSE/ AUTHORITY:

The purpose of this Memorandum of Understanding (MOU) is to ensure that Criminal History Information shared between the local law enforcement agency and court follows the correct policy. Pursuant to TCA 40-11-142 (a), After an officer arrests a person but prior to the determination of bail for the arrest offense by the judge or magistrate, the arresting Officer or the Officer's agency must exercise due diligence in determining the existence of any prior arrest or conviction. The result of this investigation must be made a part of the person's law enforcement file.

2. RESPONSIBILITIES:

Law Enforcement Agency

The law enforcement agency will be responsible for running the criminal history using the appropriate purpose code and attention field. The criminal history must be logged accordingly. The LE agency must exercise due diligence in recording secondary dissemination. The criminal history must be kept in the person's law enforcement file.

Court/Magistrate

The criminal history information provided by the law enforcement agency can be viewed but not kept by the Court/Magistrate. Once the review is complete, the criminal history information printout must be returned to the Officer so that it can be placed in the person's law enforcement file.

This agreement is between the law enforcement agency and the court/magistrate for the purpose of TCA 40-11-142 (a). I have reviewed this MOU and in agreement with the signatures below.

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
Judge/Magistrate

\_\_\_\_\_  
6/30/2023

Date

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
6/30/2023

Date

CRIMINAL HISTORY DATA SHARING BETWEEN THE LOCAL LAW ENFORCEMENT AGENCY AND COURTS

MEMORANDUM OF UNDERSTANDING

Between

NAME OF AGENCY

ASHLAND CITY POLICE DEPARTMENT

And

NAME OF COURT

ASHLAND CITY MUNICIPAL COURT

1. PURPOSE/ AUTHORITY:

The purpose of this Memorandum of Understanding (MOU) is to ensure that Criminal History Information shared between the local law enforcement agency and court follows the correct policy. Pursuant to TCA 40-11-142 (a), After an officer arrests a person but prior to the determination of bail for the arrest offense by the judge or magistrate, the arresting Officer or the Officer's agency must exercise due diligence in determining the existence of any prior arrest or conviction. The result of this investigation must be made a part of the person's law enforcement file.

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This agreement is between the law enforcement agency and the court/magistrate for the purpose of TCA 40-11-142 (a). I have reviewed this MOU and in agreement with the signatures below.

\_\_\_\_\_  
Agency Administrator

*Mayor*

\_\_\_\_\_  
Judge/Magistrate

**6/30/2023**

**6/30/2023**

\_\_\_\_\_  
Date

*Date*

\_\_\_\_\_  
Date



A CUSTOMIZED

**Proposal**

PREPARED FOR





July 5, 2023

**The Town of Ashland City**  
**233 SR-455, Suite 101 & 103**  
**Ashland City, TN 37015**

**Gayle:**

Thank you for inviting us to present this proposal, customized for your cleaning requirements. We appreciate the opportunity to work with you.

The Coverall Health-Based Cleaning System<sup>SM</sup> Program is unique. It's designed for **Cleaning for the Unseen®**, meaning that your facility won't just *seem* clean – it will actually be **a cleaner, healthier place to work and learn – within your budget.**

Did you know that a sick employee can cost your business up to **\$1500 per illness?** Those are real dollars that you could save with health-based cleaning.

- **Cost-effective way to clean** = a better value priced within your cleaning budget
- **Less spreading of germs** = fewer trips to the doctor, lower healthcare costs
- **Healthy workers** = better performance on the job, fewer sick days

Your customized work schedule and proposal are attached. Please review them to learn exactly how the Coverall Health-Based Cleaning System Program will meet and exceed your expectations.

Thank you again. I look forward to working with you and taking the next steps.

Sincerely,

**Valentina Manns**

Outside Sales Consultant, Coverall Nashville  
Office: (615) 365-0086  
Cell: (714) 830-9637  
vmanns@coverallpacific.com



## Your top priorities for cleaning

In our conversations, you told me that the following are your biggest areas of concern regarding the cleaning of your facility:

- Clean Work Environment**
- A crew you can feel confident in.**
- Health-Based Cleaning System**

Coverall Health-Based Cleaning System uses scientifically proven cleaning supplies, tools and techniques to ensure that these important priorities will be handled properly.

### How Coverall helps you meet your goals

- You want: **To get the best value for your cleaning budget**

A lot has changed in the way that cleaning is done today. The work can be much faster than in the past. Coverall leads the industry in finding and using the best tools, techniques and training to give you a cleaning schedule that delivers more value within your budget.

- You want: **Cleaner work and reception areas**

Your cleaning crew will use multi-filtration vacuums to improve indoor air quality by removing 99.97% of dust, dirt, bacteria, mold, yeast, and particles down to 0.3 microns. In contrast, traditional commercial vacuums return 40% of the dirt they pick up directly into the air.

- You want: **Restrooms that look, smell, and actually ARE clean**

Coverall uses only hospital-grade, virucide/germicide disinfectant cleaning products, which are recommended by the Centers for Disease Control (CDC) and many medical studies to limit the spread of germs, especially in bathrooms.

- You want: **Consistent cleaning and good communication with the cleaners**

Your cleaning team was trained to consistently use Coverall Health-Based Cleaning System, so that you have consistent, high-quality results. They will use a log book to communicate notes or questions to you, and you will have direct access to the cleaners, to your local Coverall office, and to a phone support team, 24 hours a day, every day.

- You want: **A healthier workplace without cross-contamination**

Coverall uses Color Coding for Health® microfiber cleaning cloths and mop pads to prevent cross-contamination. In contrast, traditional cleaners use dirty rags and smelly string mops that merely transfer dirt and bacteria from one area to the next.





## Your Work Schedule

### Areas to be cleaned:

- Lobby/Reception
- Offices
- Conference Room
- Restrooms
- Breakroom
- Hallway

### Exclude:

_____	_____
_____	_____
_____	_____

Cleanable Square Feet = approx 7,201 sqft

\_\_\_\_\_/\_\_\_\_\_  
Initial                  Initial



**Coverall services and how often they will be done at your facility:**

The following tasks will be included in your Service Plan and delivered by a trained and certified Coverall Franchised Business using the Coverall® Program.

AREA: Lobby, Reception Area, Hallways, Offices, Conference Room	Frequency
<input type="checkbox"/> <b>GENERAL FIXTURES AND FURNISHINGS:</b> Thoroughly dust and clean using color-coded microfiber cleaning cloths and hospital-grade disinfecting all-purpose spray and glass cleaner on all accessible fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units. We do not clean or dust machinery and computers. We do not move objects or paperwork for thorough cleaning surfaces must be cleared.	<b>1 x week</b>
<input type="checkbox"/> <b>DOORS/FRAMES/SWITCHES/WALLS:</b> Spot clean using color-coded microfiber cleaning cloths and hospital-grade disinfecting all-purpose spray and glass cleaner on all doors, door frames, light switches, walls and properly position furniture in offices.	<b>1 x week</b>
<input type="checkbox"/> <b>GLASS:</b> Thoroughly clean <b>Glass Entry Doors</b> inside and out and Spot clean all <b>internal partition glass</b> using color-coded microfiber cloths and hospital-grade disinfecting all-purpose spray and glass cleaner.	<b>1 x week</b>
<input type="checkbox"/> <b>WASTE:</b> Empty all waste paper receptacles replace liners and wipe spot clean receptacle as needed. Transport trash to a designated area in the building for storage or removal. Boxes should be broken down and marked as trash. Excessive quantities of boxes may need to be addressed by special charge. Shredder material will only be disposed of if the materials are in a closed bag outside the machine and labeled trash	<b>1 x week</b>
<input type="checkbox"/> <b>TELEPHONES:</b> Clean and sanitize telephones using color-coded microfiber cloths with hospital-grade disinfecting all-purpose spray.	<b>1 x week</b>
<input type="checkbox"/> <b>DRINKING FOUNTAINS:</b> Clean and sanitize using color-coded microfiber cloths with hospital-grade disinfecting all-purpose spray.	<b>1 x week</b>
<input type="checkbox"/> <b>DUST HIGH/LOW:</b> Dust all high, up to 12', and low vertical and horizontal surfaces and corners not cleaned in the course of normal dusting with electrostatic dusting cloths or instruments.	<b>1x a month</b>
<input type="checkbox"/> <b>DUST BLINDS/SILLS/JAMS/LIGHTS:</b> Dust blinds, sills, jams, light fixtures and ceiling vents accessible from the floor with electrostatic dusting cloths or instruments. Up to 12'.	<b>1x a month</b>

\_\_\_\_\_/\_\_\_\_\_  
Initial                      Initial



AREA: FLOORS- Hard floors, Carpet, and Floor Mats	Frequency
<input type="checkbox"/> FLAT MOP: Sweep or Vacuum and Mop hard surface floors using color-coded microfiber flat mopping system and disinfecting finished floor cleaner.	<b>1x week</b>
<input type="checkbox"/> DETAIL VACUUM: Detail Vacuum all accessible Area Rugs and Floor Mats on with approved HEPA back pack units.	<b>1x week</b>

\_\_\_\_\_/\_\_\_\_\_  
Initial                  Initial

AREA: Break Room / Kitchen	Frequency
<input type="checkbox"/> COUNTERS, TABLES, SINKS: Clean all kitchen counters, tables and sinks using color-coded microfiber cloths with hospital-grade disinfecting all-purpose spray and glass cleaner.	<b>1x week</b>
<input type="checkbox"/> MICROWAVE: Thoroughly clean interior and exterior of microwave with all-purpose disinfectant cleaner ensuring to rinse food contact surfaces.	<b>1x week</b>
<input type="checkbox"/> SPOT CLEAN APPLIANCES: Spot Clean exterior of appliances and equipment to remove visible soil using color-coded microfiber and all-purpose disinfectant cleaner. Interior of Refrigerator would be a special service.	<b>1x week</b>

\_\_\_\_\_/\_\_\_\_\_  
Initial                  Initial



AREA: RESTROOMS	Frequency
<input type="checkbox"/> TRADITIONAL HEALTH-BASED CLEANING SYSTEM METHOD: <ul style="list-style-type: none"> <li>▪ Clean and disinfect wash basins, toilet bowls, urinals, and counter tops using color-coded microfiber cloths and disinfecting cleaner.</li> <li>▪ Spot clean walls and toilet partitions to remove visible soil with color-coded microfiber cloths and hospital-grade disinfecting all-purpose spray.</li> <li>▪ Thoroughly clean by wet wiping accessible walls and toilet partitions with color-coded microfiber cloths and hospital-grade disinfecting all-purpose spray.</li> <li>▪ Thoroughly mop all floors using coded microfiber flat mopping system and disinfecting finished floor cleaner.</li> <li>▪ Polish all chrome and mirrors and wipe dispensers with color-coded microfiber cloths with hospital-grade disinfecting all-purpose spray.</li> <li>▪ Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products.</li> </ul>	<b>1x week</b>

\_\_\_\_\_/\_\_\_\_\_  
Initial                      Initial

ADDITIONAL DUTIES OR SPECIAL REQUESTS:	Frequency
<input type="checkbox"/> <b>Consistent Cleaning</b>	Every visit
<input type="checkbox"/> <b>Communication</b>	<b>24 / 7</b>
<input type="checkbox"/>	
<input type="checkbox"/>	

\_\_\_\_\_/\_\_\_\_\_  
Initial                      Initial



Closing Instructions:	Frequency
<input type="checkbox"/> Clean and organize Janitor's closet	Every visit
<input type="checkbox"/> Turn off Lights (as instructed).	Every visit
<input type="checkbox"/> Lock doors and windows (as Instructed).	Every visit
<input type="checkbox"/> Set Alarms (as Instructed).	Every visit

\_\_\_\_\_/\_\_\_\_\_  
Initial                      Initial

**Additional Special Services:**

On occasion, services other than the regularly scheduled janitorial duties may be required. **Coverall Health-Based Cleaning System<sup>SM</sup>** franchisees will perform special services when requested and invoice separately from the general monthly cleaning contract, unless the services are specifically included in your monthly billing.

If a special service is included, 1/12 of the annual charge is included in each monthly charge.

**Coverall Health-Based Cleaning System<sup>SM</sup>** franchisees are also able to assist with many other cleaning needs and will provide quotes for any of the following special services upon request:

- Carpet cleaning
- Office furniture cleaning
- Upholstery cleaning
- Window cleaning
- Power washing
- Waste receptacle washing
- Emergency cleaning (fire, flood, etc.)
- Providing of dispenser supplies
- Replacement of burned-out bulbs from customer supply
- Ceiling cleaning
- Floor stripping and refinishing
- Restroom sanitation / odor control

To arrange for any of the above services, please contact your **Coverall Health-Based Cleaning System<sup>SM</sup>** Support Center.



# Service Agreement

The Undersigned **The Town of Ashland City** (“CUSTOMER”) hereby accepts the proposal of **Pacific Commercial Services LLC**. d/b/a Coverall Of Nashville (“COVERALL”), and the parties agree that COVERALL will supply Health-Based Cleaning System Services for Customer’s premises located at:

**233 SR-455**

**Ashland City, TN 37015**

**Upon the following terms:**

1. COVERALL’s service charge will be:

- **\$475 per month**, to include **1x per week day service \***. *Initial*\_\_\_\_\_
- **\$555 per month**, to include **1x per week day service with Interior Window Cleans 1x per Month\***.  
*Initial*\_\_\_\_\_
- **\$635 per month**, to include **1x per week day service with Interior & Exterior Window Cleans 1x per Month\***. *Initial*\_\_\_\_\_

The Health-Based Cleaning System Services are to be performed in the evening after 8:00am-4:30pm, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that the Coverall Health-Based Cleaning System<sup>SM</sup> will delegate all Health-Based Cleaning System Services to be performed hereunder to a COVERALL franchisee and/or subcontractor.
3. Included in the service charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. **The service charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER’s expense, at competitive prices.** The service charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on Customer’s behalf.
4. All Health-Based Cleaning System Services specified in the “Work Schedule” attachment of this proposal will be provided to CUSTOMER in a satisfactory manner.



5. All COVERALL franchisees have successfully completed COVERALL’s comprehensive training program and are required to carry insurance and a janitorial bond.
6. Additional services, not included in COVERALL’s service charge, to be performed upon request, priced per occurrence, at Customer’s expense, include:

		Area and Square Footage
a. Strip & Wax Floors	\$ 450	Upon request 500sqft/ Restrooms
b. Scrub & Recoat Floors	\$	Upon request
c. Burnish Floors	\$	Upon request
d. Hot Water Extract Carpets	\$	Upon request
e. Window Washing	\$ 80 interior \$ 80 exterior	Upon request or added to monthly service
f. Deep Clean/Initial Cleaning	\$	to include _____
g. Other (Electrostatic disinfection, Covid Cleans)	\$	Upon request

Additional services accepted by: \_\_\_\_\_

*Signature*

7. (a) The term of this service agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This service agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

(b) **Termination/Notice:** If a party to this service agreement fails to perform according to its obligations (the non-performing party”), the party claiming non- performance shall send the non-performing party written notice by certified mail, specifying the manner of non-performance. This notice will provide that the non-performing party will have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance. If these items have not been corrected or cured within this fifteen (15) day period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

(c) *Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this service agreement immediately for non-payment by CUSTOMER for cleaning charges due hereunder.*

8. The service charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise COVERALL accordingly, and an adjustment in the service charge, as agreed to by the parties, will be made. **After the first year, the monthly price will automatically escalate by 2% each anniversary unless otherwise agreed upon.**



- 9. CUSTOMER agrees that it will not employ or contract with any COVERALL employee, franchisee, or any of the franchisee's employees during the term of this service agreement or for one hundred and eighty (180) days after termination of this service agreement, without COVERALL's written consent.
- 10. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL the amount that is due and owing under the terms of this service agreement within 15 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's attorney's fees and costs for collection.
- 11. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.

Monday     Tuesday     Wednesday     Thursday     Friday     Saturday     Sunday

*(To be performed between 8:00am-4:30pm Mon-Fri.)*

- 12. If there is an "Additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in Customer's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
- 13. The undersigned warrant and represent that they have full authority to enter into this service agreement, and that it will be binding upon the parties and their respective successors and assigns.
- 14. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this service agreement shall be valid unless in writing and executed by COVERALL and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to COVERALL becomes a part of this Service Agreement, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER

Coverall Nashville

Signature and Date

*(Signature and Date)*

\_\_\_\_\_

\_\_\_\_\_

Print Name and Title

Print Name

\_\_\_\_\_

\_\_\_\_\_

E-mail Address

Service Start Date

\_\_\_\_\_

\_\_\_\_\_





Please fax signed contract to 615-365-0078

## Billing Information:

Same as above

Contact Name:

---

Billing Address:

---

---

Phone:

---

Fax:

---

Email:

---

Purchase Order

Number:

---



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
1/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Exchange Underwriters, Inc 2111 N Franklin Dr Ste. 100 Washington PA 15301		<b>CONTACT NAME:</b> Diane Merrick <b>PHONE (A/C, No, Ext):</b> 724-745-1600 <b>FAX (A/C, No):</b> 724-745-0224 <b>E-MAIL ADDRESS:</b> dmerrick@exchangeunderwriters.com															
<b>INSURED</b> Pacific Commercial Services, LLC dba Coverall of Nashville Suite 100 25 Century Blvd. Nashville TN 37214		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : West American</td> <td>44393</td> </tr> <tr> <td>INSURER B : Ohio Security</td> <td>24082</td> </tr> <tr> <td>INSURER C : Norguard</td> <td>31470</td> </tr> <tr> <td>INSURER D : The Hanover Insurance Group</td> <td>22292</td> </tr> <tr> <td>INSURER E : Ohio Casualty</td> <td>24074</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : West American	44393	INSURER B : Ohio Security	24082	INSURER C : Norguard	31470	INSURER D : The Hanover Insurance Group	22292	INSURER E : Ohio Casualty	24074	INSURER F :	
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**COVERAGES**      **CERTIFICATE NUMBER:** 2049895359      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKW59263181	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAS59263181	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	USO59263181	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PAWC111809	3/31/2020	3/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Third Party Bond			BDY - 1075607	6/1/2020	6/1/2021	Limit 100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate holder is named as additional insured as respects to General Liability and Automobile Liability re: Coverall billed contracts. Participating franchisees are covered for General Liability, Workers Compensation and Bond. Waiver of subrogation in favor of additional insured's re: General Liability, Automobile Liability, Workers Compensation and Umbrella Liability where required by written contract. Umbrella policy to follow form over the General Liability, Automobile Liability and Workers Compensation policies.

<p><b>CERTIFICATE HOLDER</b></p> <div style="border: 1px solid black; padding: 5px; color: red; text-align: center;">                 You will receive an official document with upon Coverall receiving the signed proposal.             </div>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  </p>
--	---

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Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Pacific Commercial Services, LLC**

**2** Business name/disregarded entity name, if different from above  
**Coverall of Nashville**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) \_\_\_\_\_  
(Apply to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**9101 LBJ FREEWAY SUITE 550**

**6** City, state, and ZIP code  
**DALLAS, TX 75243**

**7** List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

**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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>OR</b>									
<b>Employer identification number</b>									
2	0		-	1	2	9	2	9	1

**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 of other than in individual retirement arrangement (IRA), and generally, payments provide your correct TIN. See the instructions for Part II, later.

**Sign Here** \_\_\_\_\_

**Date ▶** 07/01/2020

099-DIV (dividends, including those from stocks or mutual funds)

You will receive an official document with your company name here upon Coverall receiving the signed proposal.

**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](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

July 6, 2023

Gayle Bowman  
The Town of Ashland City  
233 TN Waltz Pkwy  
Ashland City, TN 37015

Dear Gayle,

I would like to thank you for the opportunity to provide you with our customized quotation for your cleaning needs. After thoroughly measuring the facility, listening carefully to your requirements *and* with our professional knowledge of the industry, I hope you will find the attached cleaning program both detailed and inclusive.

You will find that our services are carried out consistently and, above all, with the highest standards of quality and safety in mind. All our services stress personal attention and supervision from our dedicated and certified franchise owners. As an additional feature, you will also receive the benefit of our formal customer service program – wherein our building specialists will regularly analyze your facility in person to ensure our quality standards are being firmly upheld.

We sincerely hope that you will give us the chance to prove ourselves to you. We know that with our unique combination of ***extremely competitive pricing*** and a robust emphasis on ***quality and reliability***, we will be able to deliver exactly what we promise.

**OUR COMMITMENT TO YOU**

**-A smooth, headache free start-up.  
-You can always rely on any job we undertake being done on time,  
on budget, and to the very highest standard, with great consistency.**

The cleaning program that was tailored specifically for you is on the following pages. If after reading it, you should have any questions or need to make any final adjustments, please feel free to call or email. Otherwise, all we need to get started is your signature.

Best Regards,

John Stoll  
Sales Consultant

## Cleaning for the Environment

Environmental leadership is one of Stratus Building Solutions' strategic business objectives. Responsibly cleaning for our customers' health and the environment is a crucial part of Stratus Building Solutions' Environmental Leadership Program.

- Stratus exclusively uses Green Seal Certified products
- Exclusive use of microfiber cloths reduces chemical usage by 50%
- Allergen micro filtered vacuums makes your facility virtually allergy-free

Stratus is committed to maintaining our environmental leadership in everything we do, from conservation to cleaning and recycling. We believe strongly that good environmental practice makes good business sense.





# Stratus Green Clean

## STRATUS LABEL CHEMICALS

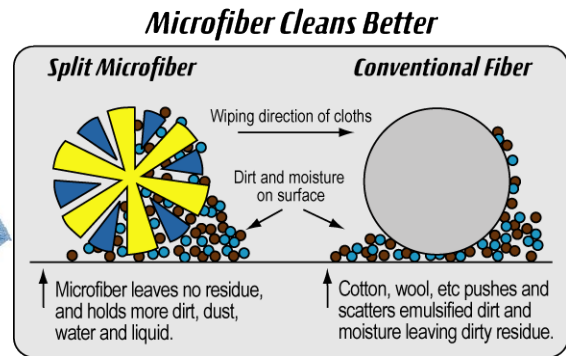


These products are included free of charge!

- ❖ Improve customer satisfaction
- ❖ Improve productivity
- ❖ Meet and exceed state standards for V.O.C. compliance
- ❖ Improve the indoor air quality and quality of the indoor “built environment”
- ❖ Reduce environmental & health risks associated with cleaning products



# Microfiber Green Cleaning For Health



## WHAT MAKES MICROFIBER GREEN

- Contributes to better indoor air quality with superior dust and dirt containment
- Source reduction—use less water and chemicals
- Lasts longer than conventional products



## Pro-Team Green Cleaning For Health



The combination of Micro filters and Micro-Tex filters removes hair, pollen, dust, molds, and most bacteria particles down to 1 micron at **98.1% efficiency**





## Professionalism and Quality

Is vital to achieve our ambitiously high standards and meticulous attention to detail...

Stratus insists on –

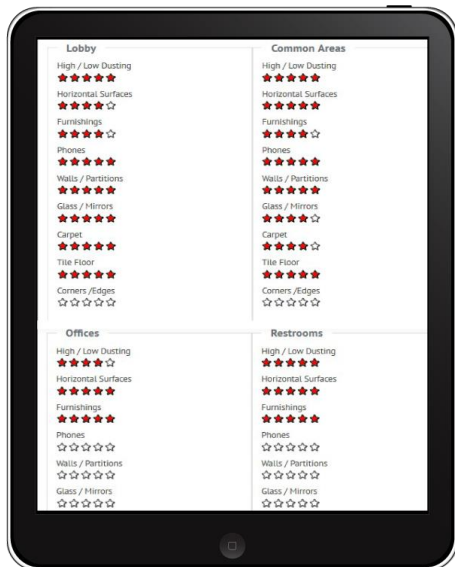
- Professionally trained staff
- Fully supervised work
- Consistent quality audits
- Close teamwork between operatives, regional office, and you
- Uniformed staff
- ID badges carried by all staff



## Reliability

Is imperative to achieve our 100% customer satisfaction pledge

- Prompt service
- Fully trained and experienced staff
- Ample resources to tackle each job



## GENERAL CLEANING:

### Offices, Entrances, Reception Areas, Conference Rooms, Hallways, Common Areas

**\*\*STRATUS JANITORS WILL NOT MOVE PAPERS ON DESKTOPS OR MOVE AND REPLACE FILES, BOOKS, FILE CONTAINERS OR FILE FOLDERS DURING THE CLEANING PROCESS\*\***

- ✓ **Every Clean** - Dust horizontal surfaces - desk, credenza, counter, and file cabinet tops
- ✓ **Every Clean** - Spot clean horizontal surfaces for removal of coffee rings and spillage
- ✓ **Every Clean** - Entrance doors and internal glass partitions cleaned of fingerprints and smudges
- ✓ **Every Clean** – Clean, sanitize, and polish drinking fountains
- ✓ **Every Clean** - Empty all wastepaper receptacles (including exterior trashcans adjacent to entrances)
- ✓ **Every Clean** - Disinfect all telephone receivers and dust phone bases
- ✓ **Every Clean** - Disinfect light switches, light switch plate covers and door handles
- ✓ **Every Clean** - Walls cleaned of fingerprints and smudges around doors and light switches
- ✓ **As Needed** – Maintain janitors’ closet in accordance with this cleaning schedule
- ✓ **As Needed** - Replace waste receptacle liners
- ✓ **1x / Month** - High dusting – air vents, tops of doors, door frames, ceiling corners
- ✓ **1x / Month** - Low dusting – front and sides of desks, legs of chairs, tables, and chair bases
- ✓ **1x / Month** - Furniture – vacuum fabric and wipe down other surfaces to remove dust and lint

## FLOOR CARE:

### Carpet, Wood, Ceramic, Vinyl, Concrete

- ✓ **Every Clean** - Vacuum, sweep or dust mop all hard surface floors
- ✓ **Every Clean** - Vacuum all carpeted traffic areas
- ✓ **Every Clean** - Thoroughly mop all hard surface floors
- ✓ **1x / Month** - Wall to wall vacuuming of carpeted areas
- ✓ **1x / Month** - Detail vacuum carpet edges and corners along walls and partitions
- ✓ **1x / Month** - Dust all baseboards and clean entrance thresholds

**Daytime Cleaning Disclosure:** STRATUS recommends, due to the cleaning of hard surface flooring located in CLIENT's facility, that wet mopping be completed after business hours, when employees & customers of CLIENT are not present. In the event CLIENT chooses to have their facility cleaned during normal business operating hours, STRATUS will place yellow hazard stanchions in visible areas during wet mopping process, and CLIENT furthermore releases STRATUS from any slip and fall liability incurred by CLIENT and their associated parties.

## RESTROOMS:

- ✓ **Every Clean** - Clean and disinfect counter tops, wash basins, toilets, toilet seats, and urinals
- ✓ **Every Clean** - Clean and disinfect all dispensers, fixtures, and mirrors
- ✓ **Every Clean** - Empty trash receptacles
- ✓ **Every Clean** - Empty sanitary napkin receptacle and disinfect
- ✓ **Every Clean** - Spot clean partitions and tile walls
- ✓ **Every Clean** - Restock hand soap, paper products and soap from customer stock
- ✓ **Every Clean** - Disinfect partition handles, door handles, and light switches
- ✓ **Every Clean** - Clean and sanitize outsides of dispensers and trash receptacles
- ✓ **Every Clean** - Polish all dispensers, fixtures, and mirrors
- ✓ **Every Clean** - Replenish all soap and lotion dispensers
- ✓ **Every Clean** - Sweep and thoroughly mop floor with germicidal solution
- ✓ **Every Clean** - High dust – tops of partitions, air vents, mirror frames, and tops of doors
- ✓ **Every Clean** - Clean and disinfect restroom partitions and walls around toilets and urinals

## **BREAK AREAS:**

### **Kitchens, Cafeterias, Lunchrooms, Coffee Areas**

- ✓ **Every Clean** - Counters and tabletops cleaned with approved disinfectant
- ✓ **Every Clean** - Fronts of counters and chairs cleaned
- ✓ **Every Clean** - Sinks cleaned with approved disinfectant
- ✓ **Every Clean** - Outside and top of refrigerator wiped down
- ✓ **Every Clean** – Inside and outside of microwave cleaned
- ✓ **Every Clean** - Trash removed
- ✓ **Every Clean** - Sink thoroughly scoured using liquid cleanser
- ✓ **1x / Month** - Table bases and chair legs cleaned
- ✓ **As Needed** - Coffee machines turned off

## Additional Services... ... & Specialties

If you have a special need, we will make every effort to accommodate you

- Carpet / upholstery cleaning (\$200 minimum)
- Partition fabric cleaning
- Hard floor cleaning
  - \*\*Stripping and waxing (\$300 minimum)
  - \*\*Mop on or spray buffing (\$200 minimum)
- Window cleaning
- Spring Cleans
- Construction cleanup
- Janitorial supplies
- Restroom supplies
  - \*\*We can order your consumable supplies and bill them as a separate item on your monthly invoice

It is strongly recommended that a customized floor care program be implemented, including carpet care and hard floor care services, to maintain the appearance of your floors and prevent the need for premature replacement of floor coverings.

All estimates for floor care services are based on current labor and supply costs. It is assumed that all heavy articles will be removed by customer prior to commencement of floor care service and replaced by customer following completion of service.

---

### **\*\*Optional Initial Deep Clean\*\***

*A fresh start for your facility!* One time DEEP CLEAN includes ALL the items detailed in this proposal in a single cleaning. We will spend approximately 3 times the amount of time spent during a regular clean. DEEP CLEAN includes high and low dusting of the baseboards, chair rails, A/C vents, door frames and ceiling corners for spider webs up to 10 feet high. Detailed wall-to-wall vacuuming of all surfaces. Thorough mopping of all hard floor surfaces. Detailed cleaning of restrooms and break rooms. Hand brush or machine scrub ceramic tile flooring in restrooms. Cleaning of all interior glass partitions and doors with glass. All phones, light switches, and door handles will be disinfected. Dusting of all horizontal surfaces, desk-tops, shelves, blinds, window sills, file cabinet tops, and credenzas. Cleaning of horizontal surfaces to remove coffee rings and spillage. Clean, sanitize, and polish all drinking fountains. Vacuum all upholstered furniture. High speed burnish of all unobstructed VCT. Cleaning of exterior entrances for spider webs and removal of cigarette butts, etc. around entranceways.

\*Every attempt will be made to remove dirt, but built-up dirt, stained surfaces and wax build-up may not come completely off these surfaces.

\*Window cleaning, carpet extraction, and full service VCT stripping & waxing is extra.

\*\*See Page 13 for pricing.

## Service Agreement

This Agreement, dated **July 6, 2023** is made between Stratus Building Solutions ("STRATUS") and **The Town of Ashland City** ("CLIENT"). Both STRATUS and CLIENT agree that STRATUS will begin service on \_\_\_\_\_, 20\_\_ under the following terms and conditions.

1. CLIENT agrees to contract STRATUS to perform cleaning services according to the attached cleaning schedule. This agreement is for **THREE** consecutive months without interruption. Contract will commence on the latter of the dates between the one designated on the signature page and the actual date services begin.
2. This Agreement is obtained by STRATUS for the business benefit of a STRATUS Franchisee who hereby agrees to comply with the terms and conditions of this Agreement. The Franchisee selected to service this CLIENT will be introduced prior to the start date of service.
3. The STRATUS Franchisee has successfully completed the STRATUS training program and carries all required certifications and insurance. The insurance carried by the Franchisee names the CLIENT as additionally insured.
4. Six nationally recognized holidays have been taken into consideration during the calculation of this proposal. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If work is performed on these days, additional charges may apply.
5. STRATUS will invoice CLIENT on the first day of each month, and CLIENT agrees to pay STRATUS the amount that is due and owed under the terms of this contract by the 10<sup>th</sup> of the month. Late payments will incur service and finance charges applicable by state and federal law. In the event of default on payment, CLIENT agrees to pay STRATUS' costs for collection and/or attorney fees. Any account past due 60 days or more will trigger an automatic freeze in service until account is brought current.
6. This agreement may be terminated for non-performance only. CLIENT must give STRATUS written notice, specifying in detail the nature of any defect in performance. STRATUS shall have seven (7) days to cure specified defects. If the specified defects have not been cured at the end of the seventh (7) day, CLIENT shall notify STRATUS in writing of failure to cure, and the agreement shall terminate thirty (30) days from date of said notice. All written notices must be timely and via certified mail.
7. CLIENT agrees to verbally notify STRATUS of any non-performance issues, in detail, prior to written notification.
8. CLIENT agrees that during the term of this agreement and within one (1) year after termination of this agreement, CLIENT will not employ directly or indirectly any employees, agent representatives, or franchisees of STRATUS.
9. **The initial term of this agreement is for three (3) months. Client must give at least thirty (30) day advance written notice if they wish to cancel at end of initial term. After three (3) month term expires, the agreement will continue in force on a month-to-month basis, at which point the agreement can be cancelled by either party with a thirty (30) day advance written notice. Written notice must contain reason for cancellation.**
10. After the first anniversary of the contract, the price of the contract may be increased commensurately with any federal or state mandated minimum wage increase. The STRATUS franchisee and regional office will notify CLIENT of any increase at least 30 days prior to said increase.

**Client Initial:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The Town of Ashland City- July 6, 2023

## Our Agreement - Current Service

Both Stratus and The Town of Ashland City agree to all terms, conditions, cleaning schedule and pricing as outlined in this agreement. Stratus will provide all the necessary cleaning chemicals and equipment. Client will provide all paper products, hand soap and replacement liners for trash receptacles.

Service provided: **ONE** Time Per Week – M Tue Wed Th Fri Sat Sun (circle)

Monthly Janitorial Billing: **\$ 625 \*\* / month**

One-time **DEEP CLEAN** to restore service area to appropriate cleaning standards (**see details on page 11**): \$465

**\*\*Note/Payment Option: This pricing includes a 3% discount for payments received by check or ACH. All other forms of payments such as credit cards will be billed at an additional 3% per month.**

**Service Address:** 233 TN Waltz Pkwy  
 Ashland City, TN 37015

**Police Department & City Hall**

**The Town of Ashland City**

**STRATUS**

Authorized Signer: \_\_\_\_\_  
 (Print Name)

Sales Representative: John Stoll

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

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

Title: \_\_\_\_\_

Title: Sales Consultant

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

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

**Approximate Start Date:** \_\_\_\_\_

This proposal assumes that if it is granted, all parties will work together to maintain a mutually agreeable cleaning solution. We reserve the right to withdraw this proposal if it is not accepted within 30 days.





May 26, 2023

Stratus of Nashville

RE: On site cleaning contract

Attn: Julie White

Dear Julie,

I wanted to take the time and thank you for all the years of dedication that you have provided us with in handling our service needs. You and Stratus Cleaning are an amazing partner. I have always been happy to have you as our rep because you take such an interest in our needs and get the job done. I can't remember a time or situation that you did not immediately address and correct to our complete satisfaction.

It has been a pleasure working with you, and I look forward to our continued relationship with Peter Doug handling our account. I will highly recommend Stratus Cleaning to any business partners that need a quality company for their cleaning needs.

Sincerely,

A handwritten signature in black ink that reads 'Melvin Smith'.

Melvin Smith

Parts Manager

Scott Equipment



May 6<sup>th</sup>, 2020

Bud Harden  
Manager of IT & Facilities  
Contour Aviation  
808 Blue Angle Way  
Smyrna, TN 37167

To Whom It May Concern:

Contour Aviation has worked with Stratus Building Solutions of Nashville for 8+ years. I have found that the level of service is unmatched on every level. The employees take pride in their work and want to do a good job for their clients, and on the rare occasion that a problem may arise, it is taken care of immediately.

I have personally worked with the Stratus group for the past 2 years and would recommend their services. They are very good at what they do, it is just that simple. They ensure that their customers' expectations are met as well as their own high standards.

Sincerely,

Bud Harden  
Manager of IT & Facilities



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Tennessee, Inc. 6 Cadillac Drive, Suite 200  Brentwood TN 37027		<b>CONTACT NAME:</b> Shea Hill <b>PHONE (A/C, No, Ext):</b> (615) 385-2860 <b>E-MAIL ADDRESS:</b> Shea.Hill@bbrown.com		<b>FAX (A/C, No):</b> (615) 385-8360	
<b>INSURED</b>  DE Holdings LLC dba Stratus of Nashville P.O. Box 11428  Nashville TN 37222		<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
		<b>INSURER A:</b> Depositors Insurance Company			42587
		<b>INSURER B:</b> Federal Insurance Company			20281
		<b>INSURER C:</b> ALLIED Property and Casualty Insurance Company			42579
		<b>INSURER D:</b> NGM Insurance Company			14788
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 22/23 MASTER

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			ACPLD03100208385	11/01/2022	11/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b>  ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			ACPLD03100208385	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$			7819-50-86	11/01/2022	11/01/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ACPWCP3100208385	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Third Party Business Services Fidelity Bond			F-913263-N	11/01/2022	11/01/2023	Limit	\$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF COVERAGE

**CERTIFICATE HOLDER****CANCELLATION**DE Holdings, LLC dba Stratus of Nashville  
PO Box 11428

Nashville

TN 37222

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All

ITEM # 21.



John Stoll Office (615) 891-3266  
 Fax (615) 891-3259

**One Time Service/Special Service Agreement**

Account/Customer Name: Town of Ashland City - Police Department # \_\_\_\_\_

Franchisee Name: \_\_\_\_\_ # \_\_\_\_\_

Address of Service: 233 TN Waltz Pkwy Ashland City, TN 37015	Billing Address (if Different):
Phone: 615-934-4096 Email: gbowman@ashlandcitytn.gov Alternative/Cell Phone:	Contact: Gayle Bowman  Title:
Service Fee: <b>\$300.00</b>  Balance due net 30 days	Service Date: M T W Th F S Su (Circle One) TBD
Sq. Feet of Service Area: 200	Service Completion Date:
Floor Type: VCT	Restrictions, if any:
Equipment Required: Slow Speed Scrubber	Chemicals Required: Stripper & Wax
<b><u>Disclosure:</u></b> Every effort will be made to restore your floor to "like new" condition. Aged, stained, or worn tile may not come completely clean, and may show some residual staining. Loose tile may cause warping or may come completely loose from floor. Stratus is not responsible for loose tile, stains, worn spots or warping.	
<b>Customer:</b> _____ <b>Date:</b> _____	

Types of Service to be Completed: **full-service strip & wax floors in TWO (2) restrooms**

**Strip & Wax VCT Flooring**

**Complete strip and wax: Chemical strip and low speed machine scrub to original tile, removing all old wax and dirt. Detail edges and corners by hand. Mop, dry & vacuum. →Apply 5 coats of premium wax.**

\*\*Includes light furniture removal and replacement. It is assumed that all heavy articles that the customer wishes floor services performed under will be removed by customer prior to commencement of floor care service and replaced by customer following completion of service.

**Description of Other:**

**Terms and Conditions:**

- Cleaning chemicals, equipment and tools necessary to perform the service will be provided unless chemicals, equipment or supplies are to be provided by the Customer. Water, light and power necessary to perform the service are the responsibility of the Customer.
- Service to be provided by a trained technician, carrying comprehensive liability insurance covering material damage and/or personal injury.
- Customer shall be responsible to pay in addition to the above service fee, required taxes payable on the above services.
- Invoicing will occur on the first business day after the date of service indicated** and the amount due will be payable pursuant to the terms indicated on the invoice unless otherwise agreed in writing. A copy of this contract will be left in your Log Book on the day of service for acceptance and approval. Please sign and fax to the Support Center. Any concern about their service should be reported immediately. Failure to notify of non-acceptance of service within 5 days of the service will deem the service acceptable.
- In the event of delay in payment more than 30 calendar days beyond the due date, an interest charge not to exceed 2% or the amount legally allowed within the state in which service is provided, whichever is less, may be assessed by Stratus.

**AGREEMENT TERMS ACCEPTED BY: (Customer)** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Sign \_\_\_\_\_ Print \_\_\_\_\_

**SERVICE COMPLETED & ACCEPTABLE: (Customer)** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Sign \_\_\_\_\_ Print \_\_\_\_\_

**STRATUS REPRESENTATIVE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Sign \_\_\_\_\_ Print \_\_\_\_\_

Note: All Service Providers maintain comprehensive liability insurance and where applicable, worker's compensation coverage. THIS IS NOT AN INVOICE.

Clarksville  
 3965 Lamar Drive  
 Clarksville, TN 37040  
 Phone: 931-648-4781  
 Fax: 931-648-8046



**CONTRACT # 4222187**

Date: 6/29/2023  
 New/Renewal: NEW  
 Account Executive: Melissa Garcia  
 Phone: 931-648-4781

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	817523-0
Name	ASHLAND CITY FIRE DEPARTMENT
Address	200 MARROWBONE LANE
City/State/Zip	ASHLAND CITY, TN 37015
Contact	STEPHEN JENKINS
Email Address	sjenkins@ashlandcitytn.gov
Phone #	(615) 426-2042
Fax #	
P.O./ Reference #	
Advertiser/Product	ASHLAND CITY FIRE DEPARTMENT
Campaign	'23 BILLBOARD

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Poster Flex	033 Clarksville, TN	GUARANTEE 60 DAYS 4307		06/30/23	1	\$275.00	\$275.00
Total Production/Other Services Costs:							\$275.00

Space										
# of Panels: 1										Billing Cycle: Every 4 weeks
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
4307	033-ASHLAND CITY, TN	HWY 12 S 1 MILE S/O ASHLAND CITY OB	Yes	Poster	10' 6" x 22' 9"		07/18/23-12/31/23	6	\$650.00	\$3,900.00
Total Space Costs:										\$3,900.00
Total Costs:										\$4,175.00

**Special Considerations:**

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	<u>ASHLAND CITY FIRE DEPARTMENT</u>
Signature:	<u>(signature above)</u>
Name:	<u>(print name above)</u>
Date:	<u>(date above)</u>

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

*Melissa Garcia*

ACCOUNT EXECUTIVE: Melissa Garcia

GENERAL MANAGER

DATE







**CONTRACT # 4222187**

**STANDARD CONDITIONS**

1. **Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. **Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.





## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> 7/1/2023	<b>End Date</b> 6/30/2024	<b>Agency Tracking #</b> AshlandSC-G	<b>Contract #</b> 2426-05
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**Grantee Legal Entity Name**  
Town of Ashland City - The Senior Center at Ashland City

<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	<b>Assistance Listing Number</b> 93.044 (III-B) , 93.043 (III-D)
<b>Grantee's fiscal year end</b> <b>June 30</b>	

**Service Caption** (one line only)  
For the provision of senior center services and evidence-based programming.

Funding —				
FY	State/Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$63,058.00			\$63,058.00
<b>TOTAL:</b>	<b>\$63,058.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$63,058.00</b>

<b>Grantee Selection Process Summary</b>	
<input checked="" type="checkbox"/> Competitive Selection	RFP was issued and proposals evaluated and scored to determine selection
<input type="checkbox"/> Non-competitive Selection	

**GRANT CONTRACT # 2426-05  
BETWEEN  
GREATER NASHVILLE REGIONAL COUNCIL  
AND  
TOWN OF ASHLAND CITY - THE SENIOR CENTER AT ASHLAND CITY**

This Grant Contract, by and between Greater Nashville Regional Council, a Tennessee governmental entity ("Agency" or "GNRC"), and Town of Ashland City - The Senior Center at Ashland City ("Grantee"), is for the provision of senior center services and evidence-based programming, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Entity Type: Government  
Grantee FEIN: 62-6000239

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. This Grant Contract is a reimbursement grant for a maximum dollar amount based upon an approved budget. A reimbursement grant provides funding to the Grantee after expenses have been incurred. The Grantee is expected to have the capabilities to fund activities pursuant to this Grant Contract upfront and submit reimbursement requests the month following the expenditures for which reimbursement is requested. Grantees must follow state and federal guidance on allowable expenses and certain procedures to obtain the reimbursement pursuant to this Grant Contract. Reimbursements are provided after the Grantee submits sufficient documentation, as requested by the Agency, to verify expenses incurred. Requests for reimbursement shall be submitted by the Grantee no later than the 8th of each month and will reflect expenses incurred the prior month. The format for submissions shall be in the format specified by the Agency, as may be amended from time to time.
- A.3. In the event of conflict between or among this Grant Contract, State Unit on Aging (SUA) policy, and/or the Agency's Updated Area Plan, this Grant Contract controls.
- A.4. 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 Agency grant proposal solicitation, if any, including any amendments;
  - c. the Grantee's response to the Agency's solicitation.
- A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.
- A.6. Senior Center. The Grantee will operate a senior center with the purpose to facilitate the social, emotional, and physical well-being of adults aged 60 and over as a part of a comprehensive and coordinated system of community-based services and activities. The Grantee will perform or cause to be performed each of the following:



- a. Comply with the administrative, program, and fiscal requirements contained in all applicable State Unit on Aging policies, procedures, and Program Instructions, as well as any relevant federal and state laws, regulations, and rules.
- b. If the Grantee is a chartered not-for-profit corporation, the Grantee must have a governing entity that is responsible for the overall operation and fiscal integrity of the organization with a written set of bylaws that defines the governing entity and establishes its organizational structure. The governing entity is a group of individuals responsible for the administration and fiscal integrity of the Grantee and the Grantee's policy and procedures, programs, and services. The bylaws will include the roles and responsibilities of the governing entity, Grantee director, staff, participants, and fiscal integrity and responsibilities. Grantees chartered by the State of Tennessee will maintain current registration with the Secretary of State and maintain 501(c)3 status. If the Grantee fails to maintain 501(c)3 status for more than one year a waiver from the Executive Director of the State Unit on Aging is required to be eligible to receive funds the following grant year. A Grantee which is part of a city or county government must operate in accordance with policy and procedures of the city or county government. Governmental agencies must have been created by statute, resolution, or ordinance.
- c. Have, at minimum, the following policies and procedures that address the administrative and fiscal policies that govern the operation and management of the Grantee:
  - (1) Title VI Civil Rights Policy of Non-discrimination regardless of race, sex, national origin, religion, or presence of disability
  - (2) Fiscal Policies and Procedures: The written fiscal policies and procedures will include procedures for:
    - i. Developing and approving the budget
    - ii. Handling cash and providing receipts
    - iii. Check writing and disbursements
    - iv. Purchasing
    - v. Petty cash disbursement and replenishment
    - vi. Bank reconciliation
    - vii. Program income
    - viii. Voluntary Contribution
  - (3) A facility that is accessible and barrier-free for people with disabilities
- d. Post the following:
  - (1) Participant Grievance Procedure
  - (2) Title VI Civil Rights Notice
  - (3) Public Accountability Poster (800# TN Comptroller's Office)
  - (4) Emergency telephone numbers
  - (5) Location of First Aid Kits, extinguishers, and other supplies
  - (6) Monthly Calendar of Events
- e. Retain records for five years plus the current year.
- f. Submit an annual report to the Agency by August 1 of each year.

- j. Administer a Satisfaction Survey and the results will be submitted to the Agency annually.
- k. Provide one or more of the following services: health education, education/training, health screening, physical fitness/exercise, recreation, and telephone reassurance.
- l. Have a GNRC State Health Insurance Assistance Program (SHIP) representative present SHIP information to center participants twice per fiscal year. Wherever practicable, one event should be scheduled to take place within the first six months of the contract year (July - December), with the second event to take place within the last six months of the contract year (January – June).
- m. Submit financial reports to the Agency monthly by the 8<sup>th</sup> day of the month following the month being reported and submit Invoices for Reimbursement (IFRs) quarterly by the 8<sup>th</sup> day of the month following the end of the quarter.
- n. Collect participant information using the questions on the Participant Registration Form (PRF) and will maintain service delivery program information. Together, participant information and service delivery program information are referred to as "Senior Center Data."
- o. Do one of the following:
  - (1) Enter Senior Center Data into the State Unit on Aging-approved database and submit verification reports to the Agency by 11:59 p.m. on the 10<sup>th</sup> of the following month; or
  - (2) Enter Senior Center Data into MySeniorCenter with appropriate assignments and submit verification reports to the Agency by 11:59 p.m. on the 4<sup>th</sup> of the following month.
- p. If Grantee does not provide Senior Center Data appropriately, Grantee will have a one-time grace period of five days that begins without the necessity of notice from GNRC. During the grace period, the Grantee must enter the required data in the database and submit to GNRC a compliance plan detailing the corrective action the Grantee will undertake to ensure that there are no additional failures to make timely and accurate reports. If the Grantee does not comply during the grace period, then the Grantee's non-compliance will be treated as if it a second event of non-compliance, and the liquidated damages described below will apply.

Time is of the essence with respect to the Grantee's obligations under this Grant Contract, and it is a material term of this Grant Contract that the Grantee timely fulfill its programming and reporting obligations. The Grantee understands that its failure to follow these requirements would damage GNRC and jeopardize GNRC's ability to continue conducting its operations but that it is difficult to calculate the exact dollar figure of the damage. Therefore, the parties agree that following liquidated damages provisions are not penalties and should apply to this contract:

- (1) upon the second event of non-compliance with reporting obligations and for each subsequent event of non-compliance, Grantee will pay GNRC 5% of the amount it would otherwise be owed for providing services during the month for which the data was untimely.
- (2) upon any failure to provide a contracted service during a month, Grantee will pay GNRC an amount equal to 25% of the total budgeted allocation.

The liquidated damages may be withheld by GNRC from any payment to Grantee, and damages will be cumulative for subsequent offenses. GNRC reserves all other rights to address Grantee non-compliance.

GNRC, in its sole reasonable discretion, will consider waiving damages for good faith, de minimus errors in data reporting such as typographical matters. The failure to enter and submit reports in the required categories or fields does not constitute a de minimus error.

- q. Strive to target services and programming to meet the needs of older persons with the greatest economic or social need. The following is an estimate for yearly service delivery and targeting:

	<b>Approximate # of Individuals Aged 60+ to be Served Yearly</b>	<b>Average Daily Attendance</b>
<b>Total Unduplicated Individuals</b>	1093	73
<b>Low Income</b>	43	3
<b>Low Income Minority</b>	15	1
<b>Rural</b>	763	53
<b>English Limitation</b>	2	1

A.7 Disease Prevention and Health Promotion. In using Title III-D funding, the Grantee will arrange for the provision of disease prevention and health promotion evidence-based programs approved by any operating division of the federal Health and Human Services. The Grantee will perform or cause to be performed each of the following:

- a. Submit to the Agency for approval the following information about the proposed evidence-based program(s) prior to the implementation of any programs:
  - (1) Name of the program
  - (2) Location where course will be held
  - (3) verification that all trainers are certified to lead the sessions according to the requirements of the program.
  - (4) Total number of sessions required to maintain fidelity
- b. Collect and maintain the following information for each evidence-based program provided and provide this information to the Agency at least quarterly:
  - (1) the name of the evidence-based program implemented;
  - (2) the unduplicated number of participants completing the required number of sessions;
  - (3) the number of unduplicated participants who did not complete the required number of sessions; and
  - (4) identification of reasons for non-completion, if available.
- c. Submit monthly reports to the Agency that include the following, as applicable:
  - (1) names of trainers who lead classes/workshops;

- (2) names of new trainers;
- (3) the total number of participants; and
- (4) sign-in sheets for each session; and
- (5) for workshops with finite number of sessions:
  - i. the start and end dates of the workshops (if applicable)
  - ii. the number of participants in each workshop (if applicable).
- d. Collect the participant information described in A.7.c. and will maintain service delivery program information. Together, participant information and service delivery program information are referred to as "III-D Data."
- e. Do one of the following:
  - (1) Enter III-D Data into the State Unit on Aging-approved database and submit verification reports to the Agency by 11:59 p.m. on the 10<sup>th</sup> of the following month;
  - (2) Enter III-D Data into MySeniorCenter with appropriate assignments and submit verification reports to the Agency by 11:59 p.m. on the 4<sup>th</sup> of the following month; or
  - (3) If the Grantee has received written permission from the Agency to submit data directly to Agency, all data and required documentation will be submitted monthly to the Agency via email by 11:59 p.m. on the 8<sup>th</sup> day of the following month.
- f. Submit financial reports to the Agency monthly by the 8th day of the month following the month being reported. In addition, the Grantee will submit Invoices for Reimbursement (IFRs) quarterly by the 8th day of the month following the end of the quarter.
- g. If Grantee does not provide III-D Data appropriately, Grantee will have a one-time grace period of five days that begins without the necessity of notice from GNRC. During the grace period, the Grantee must enter the required data in the database and submit to GNRC a compliance plan detailing the corrective action the Grantee will undertake to ensure that there are no additional failures to make timely and accurate reports. If the Grantee does not comply during the grace period, then the Grantee's non-compliance will be treated as if it a second event of non-compliance, and the liquidated damages described below will apply.

Time is of the essence with respect to the Grantee's obligations under this Grant Contract, and it is a material term of this Grant Contract that the Grantee timely fulfill its programming and reporting obligations. The Grantee understands that its failure to follow these requirements would damage GNRC and jeopardize GNRC's ability to continue conducting its operations but that it is difficult to calculate the exact dollar figure of the damage. Therefore, the parties agree that following liquidated damages provisions are not penalties and should apply to this contract:

- (1) upon the second event of non-compliance with reporting obligations and for each subsequent event of non-compliance, Grantee will pay GNRC 5% of the amount it would otherwise be owed for providing services during the month for which the data was untimely.

- (2) upon any failure to begin Evidence Based Programs on or before March 31, 2023, Grantee will forfeit the opportunity to receive payment for any such programs.

The liquidated damages may be withheld by GNRC from any payment to Grantee, and damages will be cumulative for subsequent offenses. GNRC reserves all other rights to address Grantee non-compliance.

GNRC, in its sole reasonable discretion, will consider waiving damages for good faith, de minimis errors in data reporting such as typographical matters. The failure to enter and submit reports in the required categories or fields does not constitute a de minimis error.

- h. Strive to target services and programming to meet the needs of older persons with the greatest economic or social need. The following is an estimate for yearly service delivery and targeting:

	<b>Approximate # of Individuals Aged 60+ to be Served Yearly</b>	<b>Average Daily Attendance</b>
<b>Total Unduplicated Individuals</b>	240	17
<b>Low Income</b>	19	2
<b>Low Income Minority</b>	1	0
<b>Rural</b>	168	11
<b>English Limitation</b>	0	0

**B. TERM OF GRANT CONTRACT:**

- B.1. Term. This Grant Contract shall be effective for the period beginning on July 1, 2023, (“Effective Date”) and ending on June 30, 2024 (“Term”). The Agency 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 Agency under this Grant Contract exceed Sixty-Three Thousand, Fifty-Eight Dollars (\$63,058.00) (“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 Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term 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 Agency by the 8th of the month, no less frequently than quarterly and no more frequently than monthly, and, if a separate final invoice is going to be submitted, the Grantee shall submit an estimated final invoice by the 8th of the month following the expiration of the contract. Invoices should include all necessary supporting documentation and be presented to:

Accounting@gnrc.org

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 Agency).
- (5) Grantor: Greater Nashville Regional Council.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee FEIN 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 Agency 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. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00). 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 thirty (30) days of the Grant Contract end date, in form and substance acceptable to the Agency. The Grantee will submit an estimated final invoice within eight (8) days of the Contract end date.
- a. If total disbursements by the Agency pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The Agency shall not be responsible for the payment of any invoice submitted to the Agency after the grant disbursement reconciliation report. The Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Agency, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the Agency 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 Agency 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.
  - e. If the Grant Budget specifies a Grantee Match Requirement, then the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
    - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the Agency pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the Agency 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 Agency, and subject to the availability of funds the Agency 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 Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the Agency shall not prejudice the Agency's right to object to or question any reimbursement, invoice, or related matter. A payment by the Agency 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 Agency, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. Agency's Right to Set Off. The Agency 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 Agency under which the Grantee has a right to receive payment from the Agency.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the Agency under this Grant Contract until the Agency has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the Agency an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Agency. By doing so, the Grantee acknowledges and agrees that, once this form is received by the Agency, 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 Agency the Agency-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 Agency 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 Agency 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 Agency. The Agency 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 Agency 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 Agency is liable shall be determined by the Agency. 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 Agency'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 Agency 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 Agency's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the Agency 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 Agency. If such subcontracts are approved by the Agency, 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 or the Agency 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 Agency:

Michael Skipper, Executive Director  
cc: Sara Fowler, Director of Aging and Disability Services  
Greater Nashville Regional Council  
44 Vantage Way, Ste 450, Nashville, TN 37228  
mskipper@gnrc.org  
cc: sfowler@gnrc.org  
Telephone # 615-862-8828  
FAX # 615-246-2688

The Grantee:

Gena Batts, Center Director  
Town of Ashland City - The Senior Center at Ashland City  
104 Ruth Drive, Ashland City, TN 37015  
gbatts@ashlandcitytn.gov  
Telephone # 615-792-3629  
FAX # 615-792-5351

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 Agency reserves the right to terminate this Grant Contract upon written notice to the Grantee. The Agency's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the Agency. 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 Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee 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. The Agency 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 Agency 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 Agency, including cooperation and coordination with Agency 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 Agency 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 Agency and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver 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 Agency, 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 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, Commission on Aging and Disability." All notices by the Grantee in relation to this Grant Contract shall be approved by the Agency.
- 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 Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with the 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 Agency, the State Unit on Aging, 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 Agency, the State Unit on Aging, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic progress reports to the Agency 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 Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract 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 Agency. Annual and final report documents to be completed by the Grantee shall appear on the Agency's website or as an attachment to the Grant Contract.
- D.19. 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 Agency 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 five thousand dollars (\$5,000.00).

- D.20. 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.21. 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.22. Limitation of Agency's Liability. The Agency shall have no liability except as specifically provided in this Grant Contract. In no event will the Agency 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 Agency'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.23. 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 Agency of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Agency 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 Agency 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 Agency any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.24. 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.25. 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.26. 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.27. 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](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.28. 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.29. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- D.30. 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.31. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.32. 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.33. 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 Agency 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 applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the Agency or acquired by the Grantee on behalf of the Agency that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." 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 Agency or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

**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.
- E.2. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.3. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the Agency ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the Agency to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify Agency: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The Agency reserves the right to review Grantee's policies and procedures used

to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the Agency to enable the Agency to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the Agency's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the Agency any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

E.5. Equal Employment Opportunity. During the performance of this Grant Contract, the Grantee agrees as follows:

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
- d. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order



11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant Contract or with any of such rules, regulations, or orders, this Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Grantee will include the provisions of this Section E(5)(a)-(h) in every subcontract or purchase order (which consists of a portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) of section 204 of Executive Order 11246) unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.
- i. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the

applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the Agency as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 C.F.R. §229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the Agency by the end of the month during which this Grant Contract is established.
  - c. If this Grant Contract is amended to extend the Term, the Grantee must submit an executive total compensation report to the Agency by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the Agency may terminate this Grant Contract for cause. The Agency will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.7. Intentionally Omitted.
- E.8. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the Agency. The Grantee shall immediately notify the Agency in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The Agency reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.9. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

**AGREED:**

**TOWN OF ASHLAND CITY - THE SENIOR CENTER AT ASHLAND CITY:**

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**JT SMITH, MAYOR OF ASHLAND CITY** **DATE**

**GREATER NASHVILLE REGIONAL COUNCIL:**

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**MICHAEL SKIPPER, EXECUTIVE DIRECTOR** **DATE**

**ATTACHMENT A**

<b>GRANT BUDGET</b>				
Senior Center Services				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: July 1, 2023	END: June 30, 2024	
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1. 2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00	\$ 0.00	\$ 0.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$34,494.00	\$2,749.67	\$37,243.67
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	<b>GRAND TOTAL</b>	<b>\$34,494.00</b>	<b>\$2,749.67</b>	<b>\$37,243.67</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT A**

**GRANT BUDGET LINE-ITEM DETAIL:**  
Senior Center Services

<b>OTHER NON-PERSONNEL</b>	<b>GRANT CONTRACT AMOUNT</b> (Grantee Participation Not Included)
Senior Center Services	\$34,494.00
<b>TOTAL</b>	<b>\$34,494.00</b>

<b>SOURCE OF FUNDS</b>	<b>ALN</b>	<b>GRANT CONTRACT AMOUNT</b> (Grantee Participation Not Included)
<b>Federal Funds</b>		
Title III-B Community Support Services	93.044	\$24,747.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
<b>State Funds</b>		
State Senior Centers Operations		\$9,747.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
<b>TOTAL</b>		<b>\$34,494.00</b>



**ATTACHMENT A**

**GRANT BUDGET LINE-ITEM DETAIL:**  
Evidence Based Programming

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>GRANT CONTRACT AMOUNT</b> (Grantee Participation Not Included)
Certified Program Instruction	\$11,000.00
<b>TOTAL</b>	<b>\$11,000.00</b>

<b>SOURCE OF FUNDS</b>	<b>ALN</b>	<b>GRANT CONTRACT AMOUNT</b> (Grantee Participation Not Included)
<b>Federal Funds</b>		
Title III-B Community Support Services	93.044	\$ 0.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$25,000.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
<b>State Funds</b>		
State Senior Centers Operations		\$ 0.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
<b>TOTAL</b>		<b>\$25,000.00</b>

<b>GRANT BUDGET</b>				
Senior Center Services - ARP				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2023 END: June 30, 2024				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1. 2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00	\$ 0.00	\$ 0.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$3,564.00	\$ 0.00	\$3,564.00
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	<b>GRAND TOTAL</b>	<b>\$3,564.00</b>	<b>\$ 0.00</b>	<b>\$3,564.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.



**ATTACHMENT A**

**GRANT BUDGET LINE-ITEM DETAIL:**  
Senior Center Services - ARP

<b>OTHER NON-PERSONNEL</b>	<b>GRANT CONTRACT AMOUNT</b> (Grantee Participation Not Included)
Senior Center Services - ARP	\$3,564.00
<b>TOTAL</b>	<b>\$3,564.00</b>

<b>SOURCE OF FUNDS</b>	<b>ALN</b>	<b>GRANT CONTRACT AMOUNT</b> (Grantee Participation Not Included)
<b>Federal Funds</b>		
Title III-B Community Support Services	93.044	\$ 0.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
<b>State Funds</b>		
State Senior Centers Operations		\$3,564.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
<b>TOTAL</b>		<b>\$3,564.00</b>

**Federal Award Identification Worksheet**

Subrecipient's (Grantee) name (must match name associated with its Unique Entity Identifier (SAM))	Town of Ashland City - The Senior Center at Ashland City
Subrecipient's Unique Entity Identifier (SAM)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	OAA IIIB: 2301TNOASS-01, 2201TNOASS-02 OAA IIIC-1: 2301TNOACM-01, 2201TNOACM-02 OAA IIIC-2: 2301TNOAHD-01, 2201TNOAHD-02 OAA IIID: 2301TNOAPH-01, 2201TNOAPH-02 OAA IIIE: 2301TNOAFC-01, 2201TNOAFC-02 OAA VII: 2301TNOAOM-01, 2201TNOAOM-02, 2301TNOAEA-01 NSIP: 2301TNOANS-01 ARP IIIB: 2101TNSSC6-01 ARP IIIC-1: 2101TNCMC6-01 ARP IIIC-2: 2101TNHDC6-01 ARP IIID: 2101TNPHC6-00 ARP IIIE: 2101TNFCC6-00 ARP VII: 2101TNOMC6-00
Federal award date	OAA – 2/13/2023 ARP – 8/17/2022
Subaward Period of Performance Start and End Date	7/1/2023 - 6/30/2024
Subaward Budget Period Start and End Date	7/1/2023 - 6/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	IIIB 93.044, IIID 93.043
Grant contract's begin date	7/1/2023
Grant contract's end date	6/30/2024
Amount of federal funds obligated by this grant contract	See Attachment A, Grant Budget
Total amount of federal funds obligated to the subrecipient	See Attachment A, Grant Budget
Total amount of the federal award to the pass-through entity (Agency)	\$8,693,335.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Older Americans Act & American Rescue Plan Title III-B, Title III-D, State Senior Centers
Name of federal awarding agency	Administration for Community Living
Name and contact information for the federal awarding official	Department of Health and Human Services Administration for Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Greater Nashville Regional Council
Name and contact information for the pass-through entity awarding official	Michael Skipper, Executive Director 44 Vantage Way, Ste 450 Nashville, TN 37228
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

# SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: Streets

The following items are hereby nominated for designation as surplus city property pursuant to Resolution 2018-05.

Item: 2001 Ford F-350

Description: \_\_\_\_\_

Serial Number: 1FTSW31F21EC16559

Age: 22 yrs Asset Number: \_\_\_\_\_

Estimated Remaining Useful Life (Years): 0

Purchase Price: \_\_\_\_\_ Current Estimated Value: \$7,000.00?

Reason for making the nomination: truck has extensive rust, and is no longer cost effective to keep in fleet. A new truck is now in the fleet to replace this Asset.

Truck was given to street dept. from Fire Dept. where it was used as a brush truck

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

# SURPLUS PROPERTY NOMINATION FORM



TOWN OF ASHLAND CITY, TENNESSEE

Department: Parks

The following items are hereby nominated for designation as surplus city property pursuant to Resolution 2018-05.

Item: 2005 Chevy Silverado 1500

Description: '05 Chevy Ext. cab 4x4

Serial Number: 1GCEK19B55E301335

Age: 18 Asset Number: \_\_\_\_\_

Estimated Remaining Useful Life (Years): 0

Purchase Price: \_\_\_\_\_ Current Estimated Value: \$1,500.00

Reason for making the nomination: truck has reached its life expectancy and has developed significant issues that are cost inhibitive to repair.  
A new truck has been purchased to replace it.

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

# SURPLUS PROPERTY NOMINATION FORM



TOWN OF ASHLAND CITY, TENNESSEE

Department: WWTP

The following items are hereby nominated for designation as surplus city property pursuant to Resolution 2018-05.

Item: 2008 Ford Crown Victoria

Description: retired patrol car given to WWTP

Serial Number: 2FAFP71VX8X152018

Age: 15 yrs. Asset Number: \_\_\_\_\_

Estimated Remaining Useful Life (Years): 0

Purchase Price: \_\_\_\_\_ Current Estimated Value: 1500.00

Reason for making the nomination: Vehicle age & condition, repairs needed  
Vehicle has exceeded its useful life and has  
become cost inhibitive to repair.

Signature: [Signature]

Date: 6-22-23



# SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: General Fund

The following items are hereby nominated for designation as surplus city property pursuant to Resolution 2018-05.

Item: 2013 Ford Interceptor Utility

Description: former Patrol Car

Serial Number: 1FM5K8AR1EG-A65350

Age: 10 yrs Asset Number: \_\_\_\_\_

Estimated Remaining Useful Life (Years): 0

Purchase Price: \_\_\_\_\_ Current Estimated Value: \$4,000.00

Reason for making the nomination: This vehicle was used as a patrol car, until retired and given to the Senior Center.

It developed Cost inhibitive issues and has been replaced with another vehicle.

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

# SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: Police

The following items are hereby nominated for designation as surplus city property pursuant to Resolution 2018-05.

Item: Ford Explorer

Description: 2014 Ford Utility Police Interceptor  
Mileage 131,000

Serial Number: 1FM5K8AR3EGAL65351

Age: 9 yrs. Asset Number: 1010

Estimated Remaining Useful Life (Years): \_\_\_\_\_

Purchase Price: 31,000 Current Estimated Value: 5,000

Reason for making the nomination: Vehicle will be removed from reserve car pool and replaced by a newer patrol vehicle. Vehicle will be listed for auction on GoDeals.

Signature: J.R. Matlock

Date: 6/26/23