

**TO THE HONORABLE MEMBERS OF THE BOARD OF COMMISSIONERS
GILES COUNTY, TENNESSEE
I HEREBY SUBMIT THE FOLLOWING REPORT
March 16, 2026**

Roll Call
Court Open
Prayer

Pledge of Allegiance to the Flag of the United States of America

- 1. Agenda Concurrence**
- 2. Approval of Minutes of February 17, 2026, Regular Session**
- 3. Public Comments**
- 4. Address Commission**
 - A. Giles County EDC
- 5. CE and Dept Head Reports**
 - A. Soil & Water Conservation District
 - B. County Executive
 1. Giles County Courthouse Restoration: From schematic design to construction – 20 Feb 26
 2. Giles County Courthouse Restoration: The Courthouse Bond: Objections & Responses
 3. FY 2026-27 Entering Budget Conditions
- 6. ELECTIONS**
 - A. Notaries Public at Large
 - a. New notaries: Kayla Gilbert, Amanda Lee Ozuna, George David Pridmore, Jr.,
 - b. Re-elections: Felecia R Howard, Shanna Lea Woodard
 - B. Equalization Board 3 members-2-year terms
Present members are: Eastern Division, Burgess F. Guinn; Western Division, Roger L. Devore; Pulaski Division, Robert Brindley, Jr.
- 7. REPORTS**
 - A. Finance Director for January 2026, including the following:
Giles County General Fund, Drug, American Rescue Plan, Probation Fund, Highway, School, Federal, Food Service, Debt Service, Capital Projects, Highway Capital Projects, Education Capital Projects, Education Capital #2 and other Capital Projects
 - B. Tennessee Comptroller of the Treasury: Summary of Audit Findings
 - C. Audit Committee meeting minutes 6 March 2026
- 8. GRANTS, AGREEMENTS, AND CONTRACTS:**
 - A. OHM Contract Amendment 1A
- 9. Amendments**

2026-21 Authorizing an amendment of the 2025-2026 Budget – County General Fund 101

2026-22 Authorizing an amendment of the 2025-2026 Budget – Highway Fund 131
- 10. Resolutions**

2026-23 Approving and adding the beginning of Dillon Lane 330 Feet to the Giles County Road List

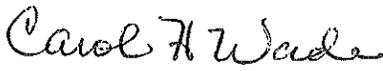
2026-24 Approving and adding the remaining 1,570 feet of Poling Drive to the Giles County Road List

2026-25 Accepting Fiddler's Court as part of the County Road System for maintenance by the Giles County Highway Department

2026-26 Rescinding Resolution No. 2026-18 establishing a referendum on a wheel tax

2026-27 Authorizing the levy of a county-wide motor vehicle privilege tax and providing for the disposition of the proceeds thereof
- 11. Unfinished Business**
- 12. New Business**
- 13. Announcements**

Respectfully submitted, this 9th day of March, 2026.


Giles County Clerk

Giles County Courthouse Restoration
From Schematic Design to Construction – 20 Feb 26

RECEIVED
03/02/2026 CW



Purpose

With the passage of the bond resolution, Giles County has taken an important step toward addressing long-standing needs at the courthouse. Financing authority is now in place. Design work begins upon contract execution. The path to construction is clear.

This report is intended to keep the Commission and public informed about how the project moves forward from here — how the cost estimate was developed, what it means for the project budget, and what steps remain before a construction contract is awarded.

This report covers:

1. How a renovation project progresses from schematic design to construction
2. How the cost estimate was developed
3. Why an estimate is required for budgeting and bonding
4. How the final construction price is determined
5. What risks exist, and how they are managed

1. How a Construction Project Proceeds

A public construction project does not begin with bids. It begins with planning and design.

Phase 1: Schematic Design and Programming (Complete)

This phase is complete. Architects and engineers studied the existing courthouse, identified structural, mechanical, electrical, plumbing, and code deficiencies, developed preliminary plans, and identified major system upgrades. An independent professional estimator developed the project cost estimate as part of this phase. The purpose of schematic design is to define what the project will accomplish. This work is complete.

Phase 2: Design Development and Construction Documents (Next Phase)

These two phases work together as a continuous effort and represent the next major step in the project. The design team will select materials, refine structural solutions, specify HVAC systems, plan electrical distribution, address life safety systems including fire alarms and sprinklers, and confirm ADA compliance where applicable.

As construction documents are developed, the design team will conduct value engineering — a systematic review of project components to identify opportunities to achieve the same functional outcome at lower cost. This is not about cutting corners. It is about ensuring the design reflects the most cost-effective means of meeting the project's requirements. Value

Giles County Courthouse Restoration

From Schematic Design to Construction – 20 Feb 26



engineering might involve alternative materials that meet the same performance standard, more efficient mechanical or electrical configurations, or sequencing decisions that reduce construction complexity.

As design development concludes, architects and engineers produce the full set of construction documents: detailed drawings, technical specifications, structural calculations, equipment schedules, finish schedules, and code compliance documentation. These documents define exactly what contractors must price and build. This phase is where cost uncertainty narrows most significantly — by the time construction documents are complete, the project scope and pricing basis are well defined.

Phase 3: Construction Manager at Risk (CMAR) with Guaranteed Maximum Price (GMP)

The County has selected the Construction Manager at Risk delivery method. This is not an unfamiliar approach in Giles County — the School Board used CMAR successfully for renovations at Giles County High School and Bridgeforth Elementary, and the results demonstrated the value of engaging a Construction Manager early to control costs and manage risk.

Under this approach, a Construction Manager (CM) is engaged during the design phase, allowing them to provide ongoing cost input as construction documents are developed. Our CMAR is Reeves & Young out of Nashville. This collaboration helps ensure the project stays within budget parameters before documents are finalized.

The CM assembles the GMP through a competitive subcontractor bidding process — soliciting and evaluating bids across all scopes of work to ensure the County benefits from market competition. At the conclusion of design, the CM provides a Guaranteed Maximum Price — a contractual commitment on the maximum the project will cost. If actual construction costs exceed the GMP, the CM absorbs the overrun, absent county-directed scope changes. If costs come in below the GMP, the County benefits from those savings.

The GMP is the point at which the final construction price is formally established. Until that agreement is executed, the \$8.5 million figure serves its intended purpose as a planning estimate.

2. How the \$8.5 Million Estimate Was Developed — and Who Prepared It

The \$8.5 million estimate was prepared by an independent professional estimator as part of the completed schematic design phase — not by the County, not by a contractor, and not by a party with a financial interest in the outcome. That independence means the

Giles County Courthouse Restoration

From Schematic Design to Construction – 20 Feb 26



estimate reflects objective market conditions rather than advocacy for a particular budget position.

A professional cost estimate is not a guess. It was developed using:

- Current regional construction cost data for CY 26
- Recent courthouse and government building comparables
- Square footage analysis
- System-level cost modeling for HVAC, roofing, electrical, and related systems
- Allowances for demolition, hazardous materials, and contingencies
- Escalation factors for inflation
- Soft costs including design fees, testing, inspections, and project contingency

Estimators apply unit costs — cost per square foot, cost per ton of HVAC, cost per linear foot — to the defined scope. The estimate was developed conservatively, with contingency allowances built in at each level to provide a reliable ceiling rather than an optimistic target. The intent was to ensure the County entered the bond process with a number that would hold up — not one that would require revision as design advanced.

The \$8.5M figure is a conservative planning estimate based on defined scope and current market conditions. It is not a contractor bid.

3. Why an Estimate Is Required for Budgeting and Bonding

Before the bond resolution could be responsibly structured, the County needed a reliable project cost projection. Bond underwriters require a defined project scope, an estimated total cost, a project schedule, and a debt capacity analysis. The independent estimate provided exactly that foundation.

The bond resolution authorizes financing up to a maximum amount. It does not set the construction contract price. It ensures that funds will be available when a contract is awarded — *it is a financing mechanism, not a spending commitment*. If the final project cost is lower than the estimate, the County does not borrow more than necessary. Bond proceeds are drawn only as needed.

Proceeding without a professional estimate would have left the County unable to evaluate affordability before committing to financing authority. The estimate made responsible bonding possible.

Giles County Courthouse Restoration

From Schematic Design to Construction – 20 Feb 26



4. How the Final Construction Price Is Determined

The final project cost is established when the Construction Manager (CM) provides a Guaranteed Maximum Price (GMP) at the conclusion of the design phase. Until that agreement is executed, no final construction price exists.

Stated plainly: *the \$8.5 million estimate does not establish a starting point for the GMP or for subcontractor bids.* The CM and subcontractors price what the construction documents require them to build, based on their own costs and competitive market conditions. The planning estimate plays no role in how contractors price their work.

The CM's GMP is developed from completed construction documents, current material pricing, competitive subcontractor bids, and prevailing labor rates. It reflects what the project actually requires to build, priced at market conditions at the time of execution. Because the CM is engaged throughout the design process, the GMP is not a surprise — it is the product of ongoing cost refinement that runs parallel to design development and value engineering.

If the GMP comes in lower than the estimate, the County pays less. If it comes in higher, the County has options: modify scope, adjust materials or finishes, phase certain elements, or decline to proceed. No contract is awarded without Commission approval, and the County is not obligated to accept a GMP that exceeds its financial parameters.

5. What Risks Exist, and How Are They Managed

Because the estimate was developed conservatively, the County enters the GMP process from a position of strength rather than uncertainty. That said, construction projects at this stage always carry some cost risk, and it is worth explaining how that risk is managed.

Several mechanisms are in place:

- Contingency allowances are built into the estimate at each level to absorb unforeseen conditions.
- Scope prioritization during design development allows the team to identify which elements are essential and which could be deferred or scaled back if needed.
- The CM's ongoing cost input during design reduces uncertainty before documents are finalized.
- Competitive subcontractor bidding ensures the GMP reflects genuine market pricing rather than assumed costs.
- The County retains full authority to negotiate, reduce scope, or decline to execute a GMP that exceeds its financial parameters.

Giles County Courthouse Restoration

From Schematic Design to Construction – 20 Feb 26



Scope reductions or delays carry real consequences and involve genuine tradeoffs. That is precisely why contingency planning, value engineering, and scope prioritization are active parts of the design development phase — not afterthoughts.

Conclusion

The bond resolution marks a significant milestone for the courthouse project. Financing authority is in place. Schematic design and programming are complete. Design work begins upon contract execution, moving the project into the phase where scope is refined, details are resolved, and cost uncertainty narrows.

The \$8.5 million figure is a professional planning estimate, prepared independently, and used to structure financing responsibly. It is not a final contract price, not a guaranteed expenditure, and not a gauge for the GMP process. The final price will be established through completed design documents, value engineering, and competitive subcontractor pricing assembled by the Construction Manager.

I will continue to keep the Commission and public informed as the project advances toward an executed GMP and construction contract.

v/r,

A handwritten signature in black ink, appearing to read "G. S. Stowe".

G. S. Stowe
County Executive

Giles County Courthouse Restoration
The Courthouse Bond: Objections & Responses

RECEIVED
MAR 03/02/2026



Since the Commission voted to proceed with the courthouse restoration, various objections have circulated publicly, including a campaign-driven call for me to veto their decision.

Let me be clear about the decision process: Over the last year, the Commission was presented with three distinct options for courthouse renovation, ranging from \$5.1M to \$13.3M, along with a detailed analysis of the pros, cons, and long-term implications of each option (see Decision Paper dated October 7, 2024). After exhaustive committee reviews, weighing the technical assessments, cost comparisons, and long-term considerations, the Commission opted for the \$8.5M package (Option 2).

I support their decision.

The veto authority is a governance safeguard, not a political instrument. It exists to temporarily stall an ill-considered action — not to overturn a thoroughly debated majority decision reached after years of Commission scrutiny. Its use here would be inappropriate.

I also have a responsibility to provide the public with fact-based information so they can evaluate Commission decisions without the distortion of campaign rhetoric. If constituents disagree with how the Commission voted, the remedy is found at the ballot box.

What follows are the facts.

Objection 1: "We can't afford \$8.5M when we have other needs (Sheriff's A/C, ambulance service, highway department, etc.)"

Response:

We can afford this project because it is financed through an existing capital fund supported by sales tax revenue — not property tax and not the annual operating budget that pays for deputies, roads, or emergency services.

The Sheriff's A/C units have yet to be investigated; this is why I have argued for a Facility Management Plan, which the Commission twice rejected. The replacement date and cost are currently unknown.

The EMS remounts and highway needs are legitimate capital expenses, but they are significantly smaller in scale than the courthouse project and do not require financing.

Recurring capital costs must be covered by recurring revenues—a point explained in prior issue papers, and a point all Commissioners know.

Giles County Courthouse Restoration

The Courthouse Bond: Objections & Responses



These are not competing priorities. The \$8.5M courthouse bond has an annual debt service of approximately \$604,000 from Fund 189, which is funded by sales tax revenue, not property tax.

Fund 189 receives approximately \$1M annually in recurring sales tax revenue. The courthouse bond uses approximately \$604,000 of that capacity, leaving roughly \$400,000 per year available for other capital projects and/or bonding.

This fund is designated for debt service and capital projects. The courthouse bond uses only part of its available capacity.

The choice is not courthouse vs. other capital needs. The choice is: fix the courthouse now in a systematic way, or pay significantly more for it later.

Objection 2: "We should do the \$5.1M option to save money."

Response:

The \$5.1M option (Option 3) doesn't save \$3.5M — it guarantees we'll spend more than \$3.5M fixing these same problems later.

Specifically, the \$5.1M plan:

- Spends \$1.7M replacing HVAC equipment but does not address the attic heat buildup that shortens equipment lifespan (Item 16)
- Leaves the existing plumbing system in place, ensuring continued incremental failures (Item 11)
- Leaves hazardous materials in place where not directly impacted by construction (Item 17)
- Does not address building code compliance, fire/smoke separations, or full accessibility requirements

With the lesser option, the County would face premature HVAC replacement due to attic conditions, emergency plumbing repairs as original pipes fail, and accumulated deferred maintenance — all at crisis rates with construction costs accelerating at 4–5% each year.

The engineering analysis concludes that Option 3 addresses immediate critical needs but does not solve the underlying building systems failures. It trades short-term savings for long-term costs.

Giles County Courthouse Restoration

The Courthouse Bond: Objections & Responses



Objection 3: "The \$5M in interest over 20 years is too much."

Response:

That figure is inaccurate. **The bond interest is approximately \$3.6M — *not* \$5M.** Meanwhile:

- Construction cost inflation: ~4–5% annually
- County cash reserves earning: ~3.8%

Construction inflation runs 4–5%, while bonding costs approximately 3.3% and our cash continues earning approximately 3.8%. Delaying effectively finances the project at a higher rate.

The \$3.6M in interest equals about \$180,000 per year to prevent a multimillion-dollar emergency within the next decade. That is prudent financial management.

Objection 4: "We just paid \$6.6M for TACN over 3 years; we can't afford more debt."

Response:

We can afford both. TACN was *cash-flowed* at \$2.2M per year for three years. That project is addressing critical communication dead zones and came in favorably with state assistance.

The courthouse bond would cost \$604,000 per year — 73% less annual impact than TACN — over 20 years, paid from Fund 189 (sales tax revenue), not property tax.

The County has capacity in Fund 189 to service approximately \$14M in debt. The \$8.5M courthouse bond is well within that capacity.

Objection 5: "This decision will require future tax increases."

Response:

That is not accurate. The courthouse bond does not require any tax increase. Fund 189 generates approximately \$1M annually. The \$604,000 annual debt service uses existing capacity within that fund.

Giles County Courthouse Restoration

The Courthouse Bond: Objections & Responses



The courthouse is infrastructure, not a service. It is a one-time capital investment financed through existing debt capacity in Fund 189, **which is funded by sales tax revenue, not property tax.**

The wheel tax referendum is a separate question altogether. It addresses operating revenue for ongoing services (deputies, roads, emergency services) — not capital infrastructure. Conflating these two issues misleads constituents:

- **Capital:** Bond for large infrastructure (courthouse) using Fund 189 (sales tax revenue)
- **Operating:** Let voters decide service levels and corresponding revenue via wheel tax referendum

Postponing or reducing the courthouse project doesn't improve the annual budget shortfall. It simply ensures we'll face both problems at once — a more expensive renovation project along with insufficient funding for services.

Objection 6: "Revenue is revenue. We should use whatever funds we have to cover other shortfalls."

Response: *(See also Objections 1 and 5 above.)*

No. That approach creates structural deficits, not solutions.

While all county revenue ultimately flows into the same treasury, **responsible budgeting requires aligning revenue type with expenditure type. Recurring operating expenses must be supported by recurring operating revenue.**

Fund 189 uses a recurring sales tax stream specifically structured to support capital projects. **Using it to temporarily plug operating shortfalls would merely create a structural deficit the following year** — the operating gap remains, but the one-time money is gone.

Counties get into financial trouble when they use capital-designated funds to solve ongoing operating problems, which Giles County has done repeatedly over the years. That approach delays hard decisions but does not eliminate them. It also eliminates the capacity to address infrastructure needs, leading to the deferred maintenance crisis we're now addressing.

The courthouse bond uses designated capital capacity for its intended purpose. Operating revenue questions must be addressed directly and transparently through the budget process — not by raiding capital funds.

Giles County Courthouse Restoration

The Courthouse Bond: Objections & Responses



Conclusion

The objections reflect reasonable public concerns. However, they rest on a misunderstanding of how capital and operating budgets function and how deferring infrastructure investment creates larger, more expensive emergencies. **Commissioners have been repeatedly briefed on the distinction between capital and operating funds. Continuing to blur that distinction misleads the public.**

The \$8.5M option (Option 2), funded by the Commission on 17 Feb 26:

- Bonds at approximately 3.3% while construction inflates 4–5% annually
- Costs \$604,000 per year
- Prevents a significantly larger emergency expense within the next decade
- Uses existing debt capacity without impacting other capital needs

If future operating shortfalls arise, they must be addressed through responsible budget adjustments — not by diverting long-term capital reserves intended to maintain county infrastructure.

Counties either maintain critical infrastructure deliberately or pay for failure later at crisis rates. This decision reflects long-term stewardship rather than a return to reactive, crisis-driven governance.

v/r,

A handwritten signature in black ink, appearing to read "G. S. Stowe".

G. S. Stowe
County Executive

FY 2026-27 Entering Budget Conditions

RECEIVED
MAR 09 2026



This document summarizes how the county closed the FY 2025–26 budget gap and provides context for the FY 2026–27 budget cycle. Importantly, it must be noted last year’s gap was not structurally closed — it was bridged through a combination of a property tax increase, fund reallocation, deferred maintenance, and a draw on reserves. The underlying structural imbalance between recurring revenues and recurring expenditures remains.

Terminology:

Recurring adjustments reflect permanent structural changes to the budget (they affect every future year). *Non-recurring adjustments* are one-time actions that do not repeat. Relying on non-recurring measures to close a structural gap is a temporary fix — not a structural solution. The budget is not truly balanced until recurring revenues cover recurring expenditures without drawing on reserves. Importantly, as reserves are drawn down, the options available to close future gaps become fewer and more difficult. A healthy reserve gives the commission flexibility; a depleted one forces harder choices.

How Last Year’s Budget Gap Was Closed (FY 2025–26)

The county faced a shortfall of approximately \$4.86 million. It was confronted in two parts: *new revenue* and *expenditure adjustments*.

Part 1: New Revenue

The only source of new revenue was a 16% property tax rate increase, which generated approximately \$2,997,662 in additional tax revenue.

Part 2: Fund Adjustments

Expenditures were deferred or reallocated across the General Fund (101) and Highway Fund (131). Note: Fund 171 is the county’s Capital Equipment Fund, used to consolidate and plan for long-term capital purchases.

General Fund (101) Adjustments

Item	Type	Amount
Use of budgeted fund balance (expenditures over revenues)	Recurring*	\$268,242
Sheriff vehicles moved to Fund 171 (Capital Equipment Fund)	Recurring*	\$300,000
EMA vehicle moved to Fund 171 (Capital Equipment Fund)	Non-recurring*	\$55,000
Ambulance overtime removed from budget	Recurring*	\$238,544
Ambulance remount X2; deferred	Recurring*	\$360,000
Total 101 Fund Adjustments		\$1,221,786

FY 2026-27 Entering Budget Conditions



Highway Fund (131) Adjustment

Item	Type	Amount
Equipment moved to Fund 171 (Capital Equipment Fund) — 5-year avg. \$492,527	Recurring*	\$450,000
Total 131 Fund Adjustment		\$450,000

Combined Adjustment Summary

Component	Amount
General Fund (101) adjustments	\$1,221,786
Highway Fund (131) adjustments	\$450,000
Increased property tax collection rate assumption (97.5% → 98.5%)	\$189,514
Total Adjustments	\$1,861,300

* Recurring = permanent structural change. Non-recurring = one-time action.

Current Reserve Position

The county's reserve position remains stable, though the unassigned General Fund balance has declined from approximately 38% of the annual budget (October) to 32% today.

Fund	Balance
General Fund (101) — Total fund balance	~\$9,300,000
General Fund (101) — Unassigned balance (~32% of annual budget)	~\$7,900,000
Fund 151 (restricted)	\$1,153,925
Fund 171 — Capital Equipment Fund (restricted)	\$176,195
Fund 189 (restricted)	\$2,168,294
Total unobligated across restricted funds	~\$3,500,000

What This Means Going Forward

The county is not facing an immediate liquidity problem — i.e. we are not “broke” — but several structural issues require Commission attention:

1. The county is spending more than it takes in, year over year; this practice has been ongoing for over two decades.
2. Even after a significant tax increase, last year's \$1.8M shortfall was again covered by dipping into reserves. This practice is unsustainable. Unsustainable things have an expiration date — ours is looming.
3. Reserves are being depleted. The county will need those reserves for future equipment, maintenance, and emergencies. They need guardrails.
4. As reserves are depleted, the commission's balanced-budget options get much harder — and much more painful.

TO THE BOARD OF COMMISSIONERS OF GILES COUNTY, TENNESSEE

I HEREWITH SUBMIT TO YOU THE FINANCIAL CONDITION OF GILES COUNTY, TENNESSEE
FOR THE MONTH ENDING JANUARY 2026

ACCOUNT	BALANCE LAST REPORT		RECEIPTS	DISBURSEMENTS	COMMISSION	TRANSFER		CR	BALANCE
						DB			
GENERAL	9,589,551.71	1,575,168.36	1,731,147.21	23,733.88					9,409,838.98
DRUG	125,456.18	2,261.00	-						127,717.18
AMER RESCUE PLAN	-								-
PROBATION FUND	27,499.22								27,499.22
HIGHWAY	1,774,267.79	593,195.03	246,271.99	8,819.43					2,112,371.40
SCHOOL	11,251,386.45	4,185,727.79	3,184,250.99	22,621.06					12,230,242.19
FEDERAL	682,848.87	1,223.00	197,917.56						486,154.31
FOOD SERVICE	1,480,433.02	278,579.55	241,106.57						1,517,906.00
DEBT SERVICE	928,770.39	26,861.63		268.62					955,363.40
CAPITAL PROJECTS	1,962,255.19	392,594.30	1,140,974.54						1,213,874.95
HWY CAPITAL PROJ	-								-
EDUC CAPITAL PROJ	109,174.58								109,174.58
EDUC CAPITAL #2	2,929,924.94	-	12,954.88						2,916,970.06
OTHER CAPITAL PROJ	4,377,546.49	73,984.25		739.85					4,450,790.89
TOTALS	35,239,114.83	7,129,594.91	6,754,623.74	56,182.84					35,557,903.16

Respectfully submitted,

Beth Moore-Summers

Beth Moore-Summers, Finance Director

Summary of Audit Findings

Annual Financial Report
Giles County, Tennessee
For the Year Ended June 30, 2025

received
03/06/2026 *aw*

Scope

We have audited the basic financial statements of Giles County as of and for the year ended June 30, 2025.

Results

Our report on the financial statements of Giles County is unmodified.

Our audit resulted in two findings and recommendations, which we have reviewed with Giles County management. Detailed findings, recommendations, and management's responses are included in the Single Audit section of this report.

Findings

The following are summaries of the audit findings:

OFFICES OF DIRECTOR OF SCHOOLS AND FINANCE DIRECTOR

- ◆ The school department entered into a lease agreement in violation of the Financial Management Act of 1981.
- ◆ The office failed to file grant documentation timely.

AUDIT COMMITTEE MEETING MINUTES

6 MARCH 2026



Chair Commissioner Erin Curry opened the meeting asking for a motion on 3 February 2025 minutes noting prayer and pledge were offered in same day meeting. Motion to approve minutes was made by Commissioner David Wamble, seconded by Commissioner Matthew Hopkins, and was approved unanimously.

A handout was provided on the Annual Financial Report Summary for Giles County, TN for the year ended June 30, 2025 and prepared by the TN Comptroller of the Treasury. Financial Manager (FM) Beth Moore-Sumners addressed the summaries of the findings shown in that handout, i.e., The school department entered into a lease agreement in violation of the Financial Management Act of 1981, and the office (Finance) failed to file grant documentation timely. For corrective and compliance, the FM noted on all future agreements/contracts her signature would be included and regarding grant documentation the policies/procedures had been reviewed with each department head to ensure compliance.

The Chair noted no motion was required and the minutes would be forwarded to the County Clerk. County Executive Graham Stowe also commented on having the minutes to ensure the county's eligibility under TN Three Star Program.

The Chair asked if there were any unfinished business or public comments. There being none, a motion to adjourn was made by Commissioner Matthew Hopkins, seconded by Commissioner Matt Rubelsky, and was approved unanimously.

ATTENDEES: Chair Commissioner Erin Curry, Commissioners David Wamble, David Adams, Matthew Hopkins, Evan Baddour, Judy Pruet, Matt Rubelsky (for Brad Butler absent) Other Commissioners in attendance Terry Jones, Tracy Wilburn, Shelly Goolsby, Gayle Jones, Ricky Carpenter, Roger Reedy, James Lathrop, Rose Brown, Carman Brown, Joyce Woodard, Caleb Savage, Annelle Guthrie Others in attendance County Executive Graham Stowe, School Director Vickie Beard, School Board Chair Knox Vanderpool, Financial Manager Beth Moore-Sumners, Shana Woodard, Road Superintendent Gene Barnickle, Trustee Tony Risner, Emergency Management Josh Young Members of the public



November 21, 2025

Honorable Graham Stowe
County Executive
Giles County Courthouse Annex
P.O. Box 678
Pulaski, Tennessee 38478-0678

RE: CONTRACT AMENDMENT 1A

Giles County Courthouse Exterior Repairs, Mechanical, Electrical, Plumbing, Fire Protection Amended Proposal for Professional Services – Design Development, Construction Documents and – Bid Assistance.

Statement of Understanding

The Schematic Design Submittal of November 2023 prepared by OHM Advisors included descriptions of the necessary Exterior Repairs to rectify some of the deficiencies noted in the Courthouse Assessment also prepared by OHM and submitted in May 2022. OHM was then tasked with preparing an MEP (Mechanical Electrical and Plumbing) Schematic Design package in April 2025 for recommended plumbing, mechanical, electrical, fire suppression and fire alarm updates. Reeves Young, the county's Construction Manager, then prepared high level construction budgets for these packages that identify the funds and timeline required for the necessary components, materials and construction methods for this work.

It is our understanding that the County has approved moving forward with Design Development through Contract Administration for limited work on the courthouse based on a construction budget of \$8,500,000 per the attached Reeves Young estimate dated June 2, 2025.

Since the previous contract between the county and OHM Advisors covered Pre-Design/Programming and Schematic Design, we are now prepared to move to Design Development and then to Construction Documents. Per the signed contract (attached), the content and deliverables for these phases were defined and will be provided as described. Moving forward will result in the completion of drawings and specifications to be used by Reeves Young to develop a Guaranteed Maximum Price, receive bids from trade contractors, and submit for permitting and construction.

Because this project will be delivered through the Construction Manager -at-Risk (CM-R) methodology, we will be working closely with Reeves Young to maintain the agreed-upon scope of work, budget and quality. The construction documents will be developed with the goal of subcontractor procurement by late fall 2026, with construction to follow.

The AIA B133-2019 agreement between Giles County and OHM Advisors from September 2023 is hereby amended as follows:

Article 1.1.1: The revised scope of work to match this budget now includes structural repairs to the concrete arches in the basement, replacing and raising the east porch, raising the west porch and extending the north and south porches to provide safe egress at first floor level from the building. Work also includes limited repair of damaged exterior limestone, waterproofing, code compliant egress hardware for the eight exterior doors at the first floor, and new code compliant access to the attic and cupola. Also included is the new variable refrigerant flow HVAC system proposed in the Mechanical Electrical Plumbing Schematic Design dated April 2025, electrical revisions to support the new equipment, a new fire protection and fire alarm system. A new water line will be extended to the courthouse for the fire suppression system and work includes installation, trenching and pavement repair.



In order to install the new mechanical equipment, the work includes lead and hazardous material abatement to be performed under subcontract with Reeves Young, cutting openings and chases and patching them back to match existing or enclosing them with new construction and repair of the courtroom plaster ceilings (including linen removal) and painting.

Article 1.1.2: This proposal includes the work scope and fees necessary to prepare Design Development drawings Construction Drawings and specifications suitable for Reeves Young to prepare a Guaranteed Maximum Price at 70% complete, final estimate at 100% and for OHM to submit the drawings and specifications to the State Fire Marshal's Office for the necessary permits. A second proposal for assistance with performing Contract Administration will be submitted separately.

Article 1.1.3: The approved budget is \$8,500,000 .

Article 1.1.10: The Construction Manager is Reeves Young, 4101 Charlotte Avenue Suite E205, Nashville, Tennessee 37209

Article 1.1.11: Delete Gary Sebach. Add Bill Gallagher and Nathan Ware.

Article 4: Based on the revised scope of work, in addition to the original items included, OHM Advisors will now be providing:

4.1.1.9 Civil Engineering

4.1.1.11 Interior Design (Repair restoration of interior finishes damaged as the result of construction)

4.1.1.12 Value Analysis. OHM has been providing Value Analysis including alternate HVAC systems, scope reductions, and assistance with historic preservation grants since April 2025.

Article 6.2: Modify to include the approved construction budget is \$8,500,000 .

Compensation

Article 11.1: Compensation for Design Development through assistance with Bidding is a lump-sum fee of \$596,000 (Five Hundred Ninety-Six Thousand Dollars) in addition to previously invoiced fees.

The fee breakdown by phase will be as follows:

Design Development	\$288,000.00
Construction Drawings	\$288,000.00
Bidding	\$20,000.00
TOTAL	\$596,000.00

Reimbursable Expenses (travel, mileage, lodging, meals) will be billed against an allowance of \$30,000, not included in the above.

Notes:

Fees were determined based on the signed contract attached. Fees shall be invoiced monthly on a percent complete basis, up to the exact fee proposed.

Clarifications and Assumptions

☒ The full scope of services is as defined in the fully executed Owner Architect Agreement B133-2019 attached and this Amendment 1.

OHM Advisors*

209 10TH AVENUE SOUTH, SUITE 154
NASHVILLE, TENNESSEE 37203

T 615.649.5264

OHM-Advisors.com



- ☒ Note: Due to current volatility regarding the availability and cost of materials and labor, we will make every effort to be as accurate as possible with our budget projections, but we cannot predict or control the effect that rapidly changing economic conditions will have on costs.

Client Responsibilities

- ☒ The County will provide a single point of contact to OHM Advisors and Reeves Young. This person will be knowledgeable about the project needs and desired outcomes and will be capable of making decisions. The County will provide access to the building based on the schedule of travel mutually agreed-upon.

Schedule

Design Development	14 weeks
GMP Review and approval	2 weeks
Construction Documents	14 weeks
Review and Approval	2 weeks
Bidding (including early packages)	6 weeks

Construction is expected to take 12 months. Contract Administration during the construction phase is quoted separately.

Potential schedule related items that may impact task durations are as follows:

- ☒ Reeves Young comments and value engineering suggestions.
- ☒ Availability of Giles County staff to meet and to review and approve content provided.
- ☒ Restrictions due to COVID 19 or other unforeseen disruptions.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this will become a Contract Amendment to the attached agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me.

Sincerely,
OHM Advisors

Jason Griffin, P.E.
Principal

11/21/25

Date

Acceptance
Giles County, Tennessee

Honorable Graham Stowe
County Executive

20 Feb 2026

Date

Attachments: Executed B133-2019
Reeves Young Estimate 6/2/2025

cc: Harvey Schwager, Bill Gallagher, Nathan Ware

AIA[®] Document B133[®] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

Honorable Graham Stowe
County Executive
Giles County Tennessee
P.O. Box 678
Pulaski, Tennessee 38478-0678

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

OHM Advisors
209 10th Avenue South
Suite 154
Nashville, Tennessee 37203

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

Giles County Courthouse
Exterior Repairs and Upgrades
222 West Madison Street
Pulaski, Tennessee 38478

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

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.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
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.)

Exterior envelope repairs including repair of deteriorating stone anchors, spalled limestone, brick masonry, tuckpointing as necessary, window replacement, exterior paint, exterior door repair/replacement, woodwork repair, exterior door security, sealant repair/replacement, and structural repairs to basement arches and stone anchors based on May 2022 Assessment.

§ 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.)

Historic brick courthouse constructed in 1908 that requires repairs and upgrades. The work will be phased but the initial phase of the work will include exterior renovations, repairs and some replacement to the brick, stone, terra cotta, wood trim, windows, doors, and hardware. This initial phase will also include repairs to cracks in the structure and other items noted in the Assessment dated May 2022. The initial work will define and prepare a Schematic Design Package to define the scope of work for exterior, systems and components. This will allow the Construction Manager to develop a project budget and schedule to allow the County to fund the project or to adjust the scope if necessary. From there and upon approval, bid/permit documents will be prepared for the exterior renovations. The scope of this contract may also be amended for future additional phases of work on this building.

Init.

§ 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 at the end of the Schematic Design Phase

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

.1 Design phase milestone dates, if any: 16 weeks from Notice to Proceed

.2 Construction commencement date:

1 year construction duration anticipated (subject to change)

.3 Substantial Completion date or dates:

To be determined upon approval to proceed to Design Development Phase

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

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

(List number and type of bid/procurement packages.)

TBD

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

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

None

(Paragraph deleted)

§

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Honorable Graham Stowe
County Executive
Giles County Tennessee
P.O. Box 678
Pulaski, Tennessee 38478-0678

Int.

AIA Document B133-2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:34:25 ET on 09/14/2023 under Order No.3104238663 which expires on 06/01/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1447578213)

§ 1.1.9 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.)

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

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

.2
(Paragraphs deleted)

.4

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Hazardous Materials Consultant

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Jason Griffin, P.E. Principal In Charge
Harvey Schwager, AIA NCARB, Project Manager
Gary Sebach, AIA, NCARB, Project Architect
209 10th Avenue South
Suite 154
Nashville, Tennessee 37203

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

EMC Structural Engineers, P.C.
4525 Trousdale Drive
Nashville, Tennessee 37204
Johnny Johnson, P.E.

.2
(Paragraphs deleted)

§ 1.1.12.2 Consultants retained under Supplemental Services:

Init.

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:34:25 ET on 09/14/2023 under Order No.3104238663 which expires on 06/01/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.
User Notes:

(1447578213)

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

OHM Proposal dated 6/8/2023

§ 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 provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 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.

§ 2.6 Insurance. 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.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and One Million Dollars (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 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 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

(Paragraph deleted)

§

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

§ 2.6.7 **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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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, 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, the Construction Manager, 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, the Construction Manager, 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, 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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 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.

Init.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, 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.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager (typically when the drawings and specifications are 70% complete), the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

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

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

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

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including preliminary building plans, sections and elevations; and may include some combination of sketches, or digital representations. Preliminary selections of major construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices, 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.

Init.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, 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.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

The Architect will pause all work on the project at the completion of the Schematic Design Phase to allow the Owner and Construction Manager to review the funding and logistics requirements of project and will await formal written approval to proceed to the Design Development Phase.

§ 3.3.8 After the formal approval of the Schematic Design Phase submission and written notice to proceed to Design Development, in the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's written 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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, , 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.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager's review and 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 Construction Manager 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.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

Init.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 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 Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager 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. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager'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 Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site twice a month 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 Construction Manager, 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 Construction Manager, 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 Construction Manager. 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 Construction Manager, shall not

Init.

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 Construction Manager 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 Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager'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 Construction Manager'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 Construction Manager'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 Construction Manager 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 Construction Manager'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. The Architect will make an initial review of a Shop Drawing or other submittal and a second review of any submittals that either require resubmittal or were rejected. Subsequent reviews if required will be charged as an Additional Service per Article 4.

§ 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

Init.

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 Construction Manager 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 Construction Manager; 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 (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager 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 Construction Manager, 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 Construction Manager: (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 Construction Manager 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.)

This Contract is specifically for the Exterior Repairs and Upgrades to the Giles County Tennessee Courthouse. It is understood that there are other items being considered for future work in this building including interior rehabilitation that may include other work scopes and consultants. Amendments to this contract may be made changing work scope if mutually agreed-upon between Giles County and OHM Advisors.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	A
§ 4.1.1.2 Programming	NP
§ 4.1.1.3 Multiple Preliminary Designs	NP
§ 4.1.1.4 Measured drawings	NP
§ 4.1.1.5 Existing facilities surveys	NP
§ 4.1.1.6 Site evaluation and planning	NP
§ 4.1.1.7 Building Information Model management responsibilities	A
§ 4.1.1.8 Development of Building Information Models for post construction use	NP
§ 4.1.1.9 Civil engineering	NP
§ 4.1.1.10 Landscape design	NP
§ 4.1.1.11 Architectural interior design	NP
§ 4.1.1.12 Value analysis	NP
§ 4.1.1.13 Cost estimating	NP
§ 4.1.1.14 On-site project representation	A (twice monthly during construction)
§ 4.1.1.15 Conformed documents for construction	A
§ 4.1.1.16 As-designed record drawings	NP
§ 4.1.1.17 As-constructed record drawings	NP
§ 4.1.1.18 Post-occupancy evaluation	NP
§ 4.1.1.19 Facility support services	NP
§ 4.1.1.20 Tenant-related services	NP
§ 4.1.1.21 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.22 Telecommunications/data design	NP
§ 4.1.1.23 Security evaluation and planning	NP
§ 4.1.1.24 Commissioning	NP
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.26 Historic preservation	A
§ 4.1.1.27 Furniture, furnishings, and equipment design	NP
§ 4.1.1.28 Other services provided by specialty Consultants	NP
§ 4.1.1.29 Other Supplemental Services	NP

§ 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.)

4.1.1.1 The Architect will recommend to the Owner criteria and qualifications requirements for selecting a Construction Manager appropriate for this project. The Architect will assist the Owner with preparing Requests for Proposal for

Init.

Construction Management Services. The Architect will review qualifications packages submitted to confirm compliance with qualifications and criteria.

4.1.1.7 The Architect will produce the documentation for this project using Building Information Modeling. Electronic Files will be shared as defined in AIA Document E203™-2013.

4.1.1.15 The Architect will prepare a Conformed Set of drawings and specifications incorporating any addenda issued during bidding. The Conformed Set will become the Contract 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.)

N/A

(Paragraph deleted)

§

§ 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 recommendations given by the Construction Manager or the Owner, 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 bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 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;
- .5 Services necessitated by decisions of the Owner or Construction Manager 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;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .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;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

Int.

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:34:25 ET on 09/14/2023 under Order No.3104238663 which expires on 06/01/2024. Is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1447578213)

- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- 16. Additional Site Visits required due to discovery of unanticipated conditions present, Contractor error or lack of proficiency, additional observation or presence on site to resolve non-conforming work.

§ 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 Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager'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 Construction Manager 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 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twice Monthly visits to the site by the Architect during construction
- .3 Two (2) 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 Two (2) 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 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, ;

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 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

Init.

completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 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.

§ 5.5

§ 5.6 The Owner shall furnish, evaluations of hazardous materials, , with written reports and appropriate recommendations.

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

§ 5.8

§ 5.9 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.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, , and tests for hazardous materials.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. Bilateral agreements between the Owner and Construction Manager that affect the Architect's services covered under this agreement are non-binding unless the Architect is notified and this Agreement is amended to incorporate those services. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 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 the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services; 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 will be stipulated at the completion of the Schematic Design Phase, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, long lead times and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph deleted)

§ 6.3.1.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, determine what conditions changed from the Approved Schematic Design Package, determine what is necessary to reconcile the difference, and compensate the Architect to revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6

§ 6.7 After incorporation of modifications under Section 6.5, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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.

Init.

§ 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 Construction Manager, 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 Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 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.

Init.

§ 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.

(Paragraphs deleted)

§

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 Other than the pause at the end of the Schematic Design Phase identified above, 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 Other than the pause at the end of the Schematic Design Phase identified above, 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.

Init.

§ 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
(Paragraphs deleted)

§ 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..

§ 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, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 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, , 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

.3 Other
(Describe the method of compensation)

(Paragraphs deleted) Not-To-Exceed sum of Eighty Thousand Dollars (\$80,000.00) for the initial Schematic Design Phase. Upon completion of the Schematic Design Phase, subsequent fees for Design Development through Contract Administration will be negotiated.

(Paragraphs deleted)

Not-To-Exceed fees for the Schematic Design Phase will be billed on an hourly basis based on Standard Hourly Rate Schedule.

§ 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.)

Hourly, per Standard Hourly Rate Schedule

§ 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, per Standard Hourly Rate Schedule

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

n/a

§ 11.5

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:34:25 ET on 09/14/2023 under Order No.3104238663 which expires on 06/01/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@alacontracts.com.

User Notes:

(1447578213)

(Paragraphs deleted)

§ 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.)

OHM 2023 Standard Hourly Rate Schedule

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 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;
- .8
- .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 Twenty percent (20 %) of the expenses incurred.

(Paragraphs deleted)

§

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.1

§ 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.

(Paragraphs deleted)

§ 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.)

See OHM Proposal Dated June 8, 2023

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 B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)
- .3 OHM Professional Services Proposal Dated June 8, 2023

.3
(Paragraphs deleted)

.4

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



 OWNER (Signature)
 GRAHAM S STOWE

 (Printed name and title)

Digitally signed by Harvey Schwager
 DN: C=US,
 E=harvey.schwager@ohm-advisors.com,
 O=OHM Advisors, CN=Harvey Schwager
 Date: 2023.09.14 10:52:38-04'00'

 Harvey Schwager
 ARCHITECT (Signature)
 Harvey Schwager, AIA NCARB

 (Printed name, title, and license number, if required)

*Both made. Sumner - funding available
 Finance Direct*



Giles County CH Reno - Most Critical Items - Phase 1 and MEP/FP
 Phase
 Initial
 Giles County
 2025-06-02
 Total Building Area (GSF): 32,700

DESCRIPTION		\$/GSF	TOTAL
MEP/FP		\$101.04	\$3,304,001
Phase 1		\$100.64	\$3,290,927
	Direct Cost Subtotal	\$201.68	\$6,594,928
Builders Risk Insurance - Renovations		\$0.44	\$14,422
General Liability Insurance	1.00%	\$2.61	\$85,413
Subcontractor Default Insurance	1.20%	\$2.42	\$79,139
Payment & Performance Bond	0.70%	\$1.83	\$59,789
Design Contingency	12.00%	\$24.20	\$791,391
Construction Contingency	5.00%	\$10.08	\$329,746
Escalation/Market Contingency	2.00%	\$4.03	\$131,899
Technology Fee	0.12%	\$0.31	\$10,250
Reeves Young Fee	5.00%	\$12.37	\$404,336
Preconstruction Fee		\$1.22	\$40,000
	Indirect Cost Subtotal	\$59.52	\$1,946,386
ESTIMATE TOTAL		\$261.20	\$8,541,313



DESCRIPTION MEP/FP	QUANTITY	UNIT	TOTAL
02 - EXISTING CONDITIONS			
028300 - Lead Remedlation			
Lead Remediation Scope	32,700.00	lsum	\$3.00
Subtotal - 028300 - Lead Remediation			\$98,100
Subtotal - 02 - EXISTING CONDITIONS			\$98,100
09 - FINISHES			
092100 - Plaster and Gypsum Board Assemblies			
Chases for MEP/FP Piping & Ductwork- Allowance	1.00	allow	\$20,000.00
Subtotal - 092100 - Plaster and Gypsum Board Assemblies			\$20,000
093000 - Tiling			
Floor Tile Patching - Allowance - At Radiator Piping Floor Penetrations	1.00	allow	\$3,500.00
<i>Unknown where to source material</i>			
Subtotal - 093000 - Tiling			\$3,500
095100 - Acoustical Ceilings			
Acoustical Ceiling - Replacement at distrubed ACT ceiling area	4,500.00	sf	\$4.25
Subtotal - 095100 - Acoustical Ceilings			\$19,125
Subtotal - 09 - FINISHES			\$42,625
21 - FIRE SUPPRESSION			
211300 - Fire Suppression Systems			
Fire Pump	1.00	lsum	\$100,165.00
Core Drilling - Allowance	60.00	each	\$300.00
Fire Protection Scope - MEP/FP Delta from Phase 1	1.00	lsum	\$74,748.00
Subtotal - 211300 - Fire Suppression Systems			\$192,913
Subtotal - 21 - FIRE SUPPRESSION			\$192,913
23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)			
230000 - Heating, Ventilation, and Air Conditioning (HVAC)			
HVAC Demolition - Boiler & Piping/Existing Systems	32,700.00	sf	\$5.40
Standard Split System Electric - East Entry	1,200.00	sf	\$18.75
VRF System (HVAC was an \$2,444,601 adder in Phase 1)	32,700.00	sf	\$51.16
<i>Added \$ for gas to generator</i>			
Core Drilling - Allowance	45.00	lsum	\$300.00
Subtotal - 230000 - Heating, Ventilation, and Air Conditioning (HVAC)			\$1,885,512
Subtotal - 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)			\$1,885,512
26 - ELECTRICAL			
260000 - Electrical			
Electrical Upgrades - MEP/FP Delta From Phase 1	1.00	lsum	\$637,754.00
Core Drilling - Allowance	30.00	each	\$300.00
Subtotal - 260000 - Electrical			\$646,754
266000 - Special Systems			
Natural Gas Generator - 250 kW	1.00	each	\$225,000.00
Subtotal - 266000 - Special Systems			\$225,000
Subtotal - 26 - ELECTRICAL			\$871,754
28 - ELECTRONIC SAFETY AND SECURITY			
284600 - Fire Detection and Alarm			



Giles County CH Reno - Most Critical Items - Phase 1 and MEP/FP
 Phase Initial
 Giles County
 2025-06-02
 Total Building Area (GSF): 32,700

DESCRIPTION	QUANTITY	UNIT	TOTAL
Fire Alarm System Scope - MEP/FP Deduct to Phase 1	1.00	Isum	(\$17,653.00)
Subtotal - 284600 - Fire Detection and Alarm			(\$17,653)
Subtotal - 28 - ELECTRONIC SAFETY AND SECURITY			(\$17,653)
33 - UTILITIES			
331000 - Water Utilities			
Fire Protection Scope - Delta Adder - 1,200lf of water line to bldg Dig/pipe/backfill \$280lf plus patching	1.00	Isum	\$230,750.00
Subtotal - 331000 - Water Utilities			\$230,750
Subtotal - 33 - UTILITIES			\$230,750
Subtotal - MEP/FP			\$3,304,001

Phase 1

01 - GENERAL REQUIREMENTS			
010000 - General Conditions			
General Conditions	12.00	mnth	\$52,185.00
Subtotal - 010000 - General Conditions			\$626,220
014110 - Temporary Fencing			
Temporary Fencing	611.00	lf	\$9.00
Temporary Fence Screening	611.00	lf	\$5.00
Subtotal - 014110 - Temporary Fencing			\$8,554
014130 - Temporary Traffic Control			
Temporary Barricades and Barrels	1.00	Isum	\$2,500.00
Subtotal - 014130 - Temporary Traffic Control			\$2,500
Subtotal - 01 - GENERAL REQUIREMENTS			\$637,274

02 - EXISTING CONDITIONS			
024100 - Demolition			
Demolition - Plaster as needed for MEP/FP	1.00	Isum	\$110,153.00
Demolition - Removal of Existing HVAC at Roof	1.00	Isum	\$25,000.00
Demolition Scope Exterior - Concrete Porch w/ Shoring <i>Includes Salvage Tile</i>	600.00	sf	\$85.00
Subtotal - 024100 - Demolition			\$186,153
028200 - Asbestos Remediation			
Abatement Scope	32,700.00	Isum	\$5.00
Subtotal - 028200 - Asbestos Remediation			\$163,500
Subtotal - 02 - EXISTING CONDITIONS			\$349,653

03 - CONCRETE			
032000 - Concrete Reinforcing			
Injection Repair - Structural Repair at Arches	6.00	each	\$30,000.00
Subtotal - 032000 - Concrete Reinforcing			\$180,000
033000 - Cast-in-Place Concrete			
Concrete Slab on Metal Deck - Porch	300.00	sf	\$65.00
Concrete Stoop at Landing	1.00	Isum	\$10,000.00
Raised Concrete Slab - Porch	1.00	Isum	\$7,500.00
Subtotal - 033000 - Cast-in-Place Concrete			\$37,000
Subtotal - 03 - CONCRETE			\$217,000

04 - MASONRY			
042000 - Unit Masonry			



DESCRIPTION	QUANTITY	UNIT	TOTAL
8" CMU - FG at Porch	511.00	sf	\$17,885
8" CMU - Retaining Wall at Porch Extension	252.00	sf	\$8,820
Stone Treads - Extend Landing at Swing Door	100.00	lf	\$15,000
Stone Treads - Remove & Replace	235.00	lf	\$50,525
Subtotal - 042000 - Unit Masonry			\$92,230
044300 - Stone Masonry			
Stone Veneer Repairs - Limestone Reduced Area	1,000.00	sf	\$42,000
Subtotal - 044300 - Stone Masonry			\$42,000
Subtotal - 04 - MASONRY			\$134,230
05 - METALS			
053000 - Metal Decking			
Structure at Porch (metal decking, support)	1.00	lsum	\$15,000.00
Subtotal - 053000 - Metal Decking			\$15,000
055200 - Metal Railings			
Wall Mounted Metal Railing	117.00	lf	\$12,870
Wall Mounted Metal Railing - New Accessible Entrance	50.00	lf	\$5,500
Subtotal - 055200 - Metal Railings			\$18,370
055900 - Metal Specialties			
Cupola Access Ladder with supports	35.00	lf	\$1,750.00
Subtotal - 055900 - Metal Specialties			\$61,250
Subtotal - 05 - METALS			\$94,620
07 - THERMAL AND MOISTURE PROTECTION			
071000 - Dampproofing and Waterproofing			
Waterproofing at Porch	1.00	lsum	\$12,000.00
Subtotal - 071000 - Dampproofing and Waterproofing			\$12,000
078100 - Applied Fire Protection			
Patch & Repair Fireproofing	1.00	lsum	\$25,000.00
Subtotal - 078100 - Applied Fire Protection			\$25,000
Subtotal - 07 - THERMAL AND MOISTURE PROTECTION			\$37,000
08 - OPENINGS			
081000 - Doors and Frames			
Battery Alarm at Exterior Doors <i>Includes Hardware</i>	8.00	leaf	\$5,200
Exterior wood doors & frames w/ Glazing <i>Includes Hardware</i>	8.00	leaf	\$32,000
Temp Doors - Exterior <i>Includes Hardware</i>	8.00	leaf	\$18,000
Subtotal - 081000 - Doors and Frames			\$55,200
Subtotal - 08 - OPENINGS			\$55,200
09 - FINISHES			
092100 - Plaster and Gypsum Board Assemblies			
Plaster Repair for MEP/FP	23,854.00	sf	\$149,088
Subtotal - 092100 - Plaster and Gypsum Board Assemblies			\$149,088
096100 - Flooring Treatment			
Flooring Protection	32,700.00	sf	\$16,350
Subtotal - 096100 - Flooring Treatment			\$16,350



Giles County CH Reno - Most Critical Items - Phase 1 and MEP/FP
 Phase
 Initial
 Giles County
 2025-06-02
 Total Building Area (GSF): 32,700

DESCRIPTION	QUANTITY	UNIT	TOTAL
099100 - Painting			
Painting of New Chases & At Misc Areas Distrubed by new MEP/FP	1.00	lsum	\$75,000.00
Subtotal - 099100 - Painting			\$75,000
Subtotal - 09 - FINISHES			\$240,438
10 - SPECIALTIES			
101400 - Signage			
Accessible Entrance Signage	1.00	each	\$250.00
Subtotal - 101400 - Signage			\$250
Subtotal - 10 - SPECIALTIES			\$250
21 - FIRE SUPPRESSION			
211300 - Fire Suppression Systems			
Fire Protection Scope - Plug Phase 1 - Keep Existing Ceiling	1.00	lsum	\$750,687.00
Subtotal - 211300 - Fire Suppression Systems			\$750,687
Subtotal - 21 - FIRE SUPPRESSION			\$750,687
26 - ELECTRICAL			
260000 - Electrical			
Electrical Upgrades	32,700.00	sf	\$9.75
Temporary Conduit Relocation - Exterior	1.00	lsum	\$3,500.00
Subtotal - 260000 - Electrical			\$322,325
266000 - Special Systems			
Ring Doorbell Plus - Battery	1.00	unit	\$850.00
Subtotal - 266000 - Special Systems			\$850
Subtotal - 26 - ELECTRICAL			\$323,175
28 - ELECTRONIC SAFETY AND SECURITY			
284600 - Fire Detection and Alarm			
Fire Alarm System Scope	32,700.00	lsum	\$4.50
Subtotal - 284600 - Fire Detection and Alarm			\$147,150
Subtotal - 28 - ELECTRONIC SAFETY AND SECURITY			\$147,150
32 - EXTERIOR IMPROVEMENTS			
321216 - Asphalt Paving			
Mill & Overlay of Asphalt Paving at Fire Line	350.00	sy	\$55.00
Traffic Control/Barricades/Safety Measures	1.00	lsum	\$10,000.00
Subtotal - 321216 - Asphalt Paving			\$29,250
329000 - Planting			
Landscape Allowance	1.00	lsum	\$25,000.00
Subtotal - 329000 - Planting			\$25,000
Subtotal - 32 - EXTERIOR IMPROVEMENTS			\$54,250
33 - UTILITIES			
331000 - Water Utilities			
Fire Protection Scope - Fire Line to Building - Phase 1 Plug	1.00	lsum	\$250,000.00
Subtotal - 331000 - Water Utilities			\$250,000
Subtotal - 33 - UTILITIES			\$250,000
Subtotal - Phase 1			\$3,290,927

RESOLUTION OF THE GILES COUNTY BOARD OF COMMISSIONERS 2026-21
 AUTHORIZING THE AMENDMENT OF THE 2025-2026 BUDGET

received
 3/6/2026 lw
 DR CR

COUNTY GENERAL FUND 101

Sheriff SRO- Reallocation			
54110	170	School Resource Officer	27,028.22
54110	201	Social Security	1,751.36
54110	204	State Retirement	1,798.59
54110	207	Medical Insurance	6,727.00
54110	212	Employer Medicare	410.36
54110	716	Law Enforcement Equipment	3,715.53
54110	718	Motor Vehicles	34,000.00
EMA - HSGP Grant - Training Equipment			
54490	790	Other Equipment	12,592.45
47235		Homeland Security Grant	12,592.45
Pauper Burials			
55590	341	Pauper Burials	1,500.00
39000		Fund Balance	1,500.00
Library Contribution - Elevator Grant			
56500	316	Contribution	5,000.00
39000		Fund Balance	5,000.00
Sheriff Cost Sharing Grant			
54110	451	Uniforms	18,000.00
46980	COST	Other State Revenues	18,000.00
			74,807.98
			74,807.98

 County Executive

Attest:

 County Clerk

Sponsor:

 Evan Baddour

RESOLUTION OF THE GILES COUNTY BOARD OF COMMISSIONERS
 AUTHORIZING THE AMENDMENT OF THE 2025-2026 BUDGET

2026-22
received
 3/4/2026 CW

HIGHWAY FUND 131

		DR	CR
Administration			
61000	103 Assistants		2,060.00
61000	204 State Retirement		90.00
61000	207 Medical Insurance		615.00
61000	707 Building Improvements		24,000.00
61000	187 Overtime Pay	800.00	
61000	711 Furniture & Fixtures	1,230.00	
61000	719 Office Equipment	735.00	
Highway & Bridge			
62000	420 Fertilizer, Lime, Chemicals	4,000.00	
Capital Outlay			
68000	351 Rentals	20,000.00	
Highway & Bridge			
62000	399 Other Contracted Services		16,625.00
49700	Insurance Recovery	16,625.00	
Operation & Maintenance of Equipment			
63100	359 Disposal Fees		500.00
63100	499 Other Supplies & Materials		40.00
63100	423 Fuel Oil	540.00	
Other Charges			
65000	511 Vehicle & Equipment Insurance		517.00
65000	502 Building & Contents Insurance	517.00	
		44,447.00	44,447.00

 County Executive

Attest:

 County Clerk

Sponsor:

 Tracy Wilburn

RESOLUTION NO. 2026- 23

received
3/4/2026 CW

**RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE
APPROVING AND ADDING THE BEGINNING OF DILLON LANE 330 FEET TO THE
GILES COUNTY ROAD LIST**

WHEREAS, the Governing Body of Giles County, pursuant to T.C.A 54-10-101, has the authority to authorize the Giles County Highway Department to classify and maintain roads; and

WHEREAS, the Highway Committee has made a recommendation to add the first 330 feet of Dillon Lane, an existing road located off of Highway 11, to the official county road list; and

WHEREAS, the Giles County Highway Superintendent has certified that said road has been inspected and meets Giles County road specifications for the inclusion on the county road system;

NOW THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF GILES COUNTY, TENNESSEE AS FOLLOWS:

SECTION ONE: That the Giles County Highway Department, will accept 330 feet of Dillon Lane from Highway 11 to the existing portion of Dillon Lane .95 into the Giles County Road System and correct total mileage to equal 1.01 miles.

SECTION TWO: All orders and resolutions in conflict herewith be and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

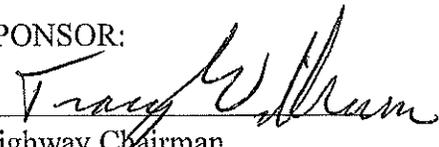
This Resolution adopted this _____ day of _____ 2026.

County Executive

ATTEST:

County Court Clerk

SPONSOR:



Highway Chairman

RESOLUTION NO. 2026-24

received
3/4/2026 CW

**RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE
APPROVING AND ADDING THE REMAINING 1,570 FEET OF POLING DRIVE TO
THE GILES COUNTY ROAD LIST**

WHEREAS, the Governing Body of Giles County, pursuant to T.C.A 54-10-101, has the authority to authorize the Giles County Highway Department to classify and maintain roads; and

WHEREAS, the Highway Committee has made a recommendation to add the remaining 1,570 feet of Poling Drive to the official county road list; and

WHEREAS, the Giles County Highway Superintendent has certified that said road has been inspected and meets Giles County road specifications for the inclusion on the county road system;

NOW THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF GILES COUNTY, TENNESSEE AS FOLLOWS:

SECTION ONE: That the Giles County Highway Department, will accept the remaining 1,570 feet of Poling Drive to the existing portion to the Giles County Road System and correct total mileage to equal 0.76 miles.

SECTION TWO: All orders and resolutions in conflict herewith be and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

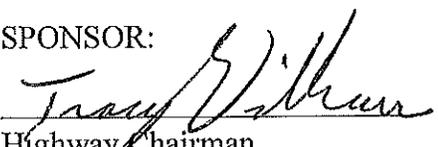
This Resolution adopted this _____ day of _____ 2026.

County Executive

ATTEST:

County Court Clerk

SPONSOR:


Highway Chairman

received
3/4/2026
CW

RESOLUTION ACCEPTING FIDDLER'S COURT AS PART OF THE COUNTY ROAD SYSTEM FOR MAINTENANCE BY THE GILES COUNTY HIGHWAY DEPARTMENT

WHEREAS, the Giles County Regional Planning Commission, the Giles County Highway Committee, and the Giles County Highway Superintendent have recommended acceptance of certain subdivision roads into the County Road System; and

WHEREAS, a report has been prepared and included herein.

WHEREAS, it is the responsibility of the Giles County Board of Commissioners through its Highway Commission to accept and maintain public roads for the general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Giles County Board of Commissioners that:

SECTION 1: The following roads be accepted as part of the Giles County Roads System for maintenance by the Giles County Highway Department:

<u>Road(s)</u>	<u>Length</u>
Fiddler's Court	0.32

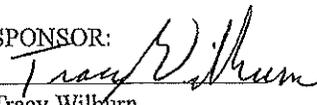
SECTION 2: This resolution shall take effect upon adoption, the general welfare requiring it.

Adopted this _____ day of _____ 2026

Graham Stowe
County Executive

ATTEST:

Carol Wade
County Clerk

SPONSOR:

Tracy Wilburn
Chair of Highway Committee

RE
3/09/2026
CW

RESOLUTION NO. 2026- 26
A RESOLUTION RESCINDING RESOLUTION NO. 2026-18
ESTABLISHING A REFERENDUM ON A WHEEL TAX

WHEREAS, on February 17, 2026, the Giles County Commission adopted Resolution No. 2026-18, which called for a referendum on the question of a wheel tax; and

WHEREAS, the county commission voted on said resolution under the premise and understanding that it would not cost the county any money to hold such a referendum, but the commission has since learned of a projected cost of \$2,750; and

WHEREAS, at a time when every dollar must be carefully allocated, the county must prioritize essential services, and absorbing this unanticipated expense represents an unnecessary burden on the county's limited resources; and

WHEREAS, the County Commission has determined that it is in the best interest of the county and its residents to rescind the prior resolution and not proceed with the wheel tax referendum at this time.

NOW, THEREFORE, BE IT RESOLVED by the Giles County Commission, as follows:

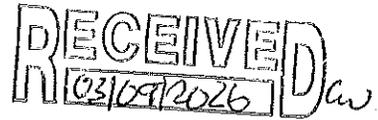
1. That Resolution No. 2026-18 is hereby rescinded, repealed, and declared to be of no further force or effect.
2. That if this Resolution to rescind is not approved and Resolution 2026-18 remains in effect, then Section 3 of Resolution 2026-18 is hereby altered to reflect the correct Tenn. Code Ann. § 5-8-102(c)(2).
3. That this resolution shall take effect immediately upon its passage and approval.

ADOPTED by a simple majority vote of the Giles County Commission on this _____ day of March, 2026.

G. S. Stowe, County Executive

Evan Baddour, Sponsor

ATTEST: _____



**A RESOLUTION AUTHORIZING THE LEVY OF A COUNTY-WIDE
MOTOR VEHICLE PRIVILEGE TAX AND PROVIDING
FOR THE DISPOSITION OF THE PROCEEDS THEREOF**

WHEREAS, pursuant to Section 5-8-102, Tennessee Code Annotated, as amended (the "Wheel Tax Act"), counties in Tennessee are authorized by resolution or referendum to levy and collect a motor vehicle privilege tax as a condition precedent to the operation of a motor vehicle within Giles County, Tennessee (the "County"); and

WHEREAS, the County does not presently have a motor vehicle privilege tax and, based upon the need for new revenue sources being great in Giles County, it is deemed necessary and advisable to provide for the adoption of a motor vehicle privilege tax as authorized by the Wheel Tax Act and allowable upon any motor-driven vehicles taxable by the state; and

WHEREAS, the county legislative body of Giles County has determined that it is in the best interests of the county that a motor vehicle privilege tax in the amount of sixty dollars (\$60.00) for each motor-driven vehicle be levied in Giles County as provided herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Giles County, Tennessee, assembled in session at Pulaski, Tennessee, on the 16th day of March 2026, as follows:

SECTION 1: For the privilege of using the public roads and highways in Giles County, Tennessee, there is levied upon motor-driven vehicles, and upon the privilege of the operation thereof, a special privilege tax for the benefit of such county, which tax shall be in the amount of sixty dollars (\$60.00) for each such motor-driven vehicle, the owner of which resides within said county. This tax shall be in addition to all other motor vehicle privilege taxes now levied in Giles County.

(a) Pursuant to state law, exemptions on the Giles County, Tennessee motor vehicle privilege tax includes: One (1) vehicle exemption per 100% disabled Veteran whose total permanent disability is documented from a service-connected cause as determined and verified by the United States Veteran's Administration and one (1) vehicle exemption per active-duty person.

SECTION 2: The tax herein levied shall be paid to and collected by the County Clerk of Giles County, who is authorized to T. C. A. §67-4-103 to collect such privilege taxes. The County Clerk shall collect this tax at the same time he or she collects the state privilege tax levied upon the operation of a motor-driven vehicle over the public highways of this state, and all other county motor vehicle privilege taxes levied in Giles County. The County Clerk shall deduct a fee of five percent (5%), or such higher or lower fee as may from time to time be authorized under T.C.A. §8-21-701 for receiving and paying over county revenue, from the amount of taxes collected and paid over to the County Trustee for Giles County. The County Clerk shall report all funds collected on a monthly basis and pay the same, minus the fees remaining with the County Clerk as set forth herein, over to the County Trustee immediately.

SECTION 3: Payment of the privilege tax imposed hereunder shall be evidenced by a receipt, issued in duplicate by the County Clerk, the original of which shall be kept by the owner of the motor-driven vehicle, and by the same decal or emblem issued by the County Clerk to evidence payment of all other motor vehicle privilege taxes levied in Giles County.

SECTION 4: The privilege tax or wheel tax herein levied, when paid, together with full and complete and explicit performance of and compliance with all provisions of this resolution by the owner, and payment of all other motor vehicle privilege taxes levied in Giles County, shall entitle the owner of the motor-driven vehicle for which said tax was paid and on which the required decal or emblem has been affixed to operate or allow to be operated his/her vehicle over the streets, roads and highways of the county for a period of one (1) year which will run concurrently with the period established by T.C.A. §55-4-104 for state registration fees. In the event a wheel tax decal or emblem is sold by the Clerk for a period of more or less than a twelve-month period, the tax imposed shall be proportionate to the annual tax fixed for the vehicle and modified in no other manner, except that the proportional tax shall be rounded off to the nearest quarter of a dollar.

SECTION 5: If any motor-driven vehicle, for which all wheel taxes have been paid and the required decal or emblem issued and placed thereon, becomes unusable or is destroyed or damaged to the extent that it can no longer be operated over the public roads, streets or highways of said county, or in the event that the owner transfers the title to such vehicle, or completely removes therefrom and destroys the decal or emblem issued for and placed thereon, and the owner makes proper application to the County Clerk for the issuance of a duplicate decal or emblem to be used by the applicant on another vehicle for the unexpired term for which the original decal or emblem was issued, and the Clerk is satisfied that the applicant is entitled to the issuance of a duplicate decal or emblem and the applicant pays into the hands of the Clerk the sum of Sixty dollars (\$60), the Clerk will then issue to such owner a duplicate receipt, cancelling the original receipt delivered to the Clerk by the applicant, and will deliver to the applicant a duplicate decal or emblem, which will be affixed to the motor-driven vehicle for which it is issued, and such duplicate decal or emblem shall entitle the applicant to operate or allow to be operated the vehicle upon the streets, roads, and highways of said county for the remainder of the period for which the original decal or emblem was issued. Likewise, in the event a decal or emblem becomes obliterated, erased, or defaced, or is destroyed under the provisions of this act, and is therefore illegible and unusable by the owner, upon proper application made by the owner and filed with the Clerk, showing such circumstances and facts to be true, then the Clerk, upon receipt from the applicant of Sixty dollars (\$60), may issue and deliver to the applicant a duplicate decal or emblem. The County Clerk shall be entitled to such fee for the issuance of the replacement decal.

SECTION 6: Any person who fails to display the decal or emblem required by the County Commission commits a Class C misdemeanor as provided in Section 5-8-102(d)(3), Tennessee Code Annotated, as amended.

SECTION 7: For the purpose of approving or rejecting the provisions of this act, it shall be effective upon being approved by a two-thirds (2/3) vote of the county legislative body of Giles County at two (2) consecutive regularly scheduled meetings as provided for in Section 5-8-102(c)(1), Tennessee Code Annotated.

SECTION 8: The motor vehicle privilege tax to be levied hereby shall commence upon the expiration of thirty (30) days after passage and adoption by this legislative body having met on 16 March and 20 April 2026 with the commencement to begin on day thirty-one (31) after said passage, same being upon the 21st day of May 2026, barring the timely and proper filing of a Petition with the Giles County Election Commission and executed by ten (10%) percent of the voters in the County in the last gubernatorial election pursuant to Tennessee Code Annotated §5-8-102(c) calling for referendum on the motor vehicle privilege tax resolution to hold an election to determine whether or not the tax should be levied.

SECTION 9: In the case of a properly and timely filed Petition for referendum, the election commission shall call for an election pursuant to Tennessee Code Annotated §2-3-204(a), the date of which shall not be less than forty-five (45) days nor more than sixty (60) days after the Petition is filed.

(a) Should the motor vehicle privilege tax prevail at referendum, collection shall begin immediately on the next business day following the vote or as soon thereafter as possible for the County Clerk to implement.

SECTION 10: Once implemented, the county's governing body may amend or terminate the wheel tax by resolution and vote of the governing body.

SECTION 11: If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to that end the provisions of this resolution are declared to be severable.

Passed 1st reading at the regular meeting of the Giles County legislative body on the 16th day of March 2026.

Passed 2nd reading at the regular meeting of the Giles County legislative body on the 20th day of April 2026.

Sponsors:

Roger Reedy

Matt Rubelsky

APPROVED:

Giles County Executive

Giles County Clerk

