



**Agenda for the Regular Meeting of Board of Commissioners
Monday, May 22, 2017 - 5:00 pm
Brentwood City Hall**

Call to Order by Mayor

Roll Call

Invocation by Mayor Burgin

Pledge of Allegiance to the Flag by Commissioner Crossley

Public Hearing

1. Public hearing on Ordinance 2017-11 - AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT
2. Public hearing on Ordinance 2017-12 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018
3. Public hearing for proposed six-year Capital Improvements program for Fiscal Years 2018-2023

Approval or Correction of Minutes

May 8, 2017

Approved

Comments from Citizens – *Individuals may comment on any item included in the Consent/Regular agenda or on any other matter regarding the City of Brentwood. All comments should be directed to the Board of Commissioners. Citizens who wish to request that an item be moved from the Consent Agenda to the Regular Agenda for discussion should make that known to the Board at this time.*

Report from City Manager

Report from the City Attorney

Reports and comments by Commissioners and Mayor

Note: All matters listed under the Consent Agenda are considered to be routine and will generally be enacted by one motion. Except for any items that are removed from the Consent Agenda, there will be no separate discussion of these items at this time.

Consent Agenda

- | | | |
|----|---|----------|
| 1. | Ordinance 2017-09 - AN ORDINANCE AUTHORIZING THE TRANSFER OF APPROXIMATELY 0.85 ACRES OF PROPERTY LOCATED IN THE SOUTHWEST CORNER OF GRANNY WHITE PARK TO THE WILLIAMSON COUNTY BOARD OF EDUCATION, for consideration on second and final reading | Approved |
| 2. | Resolution 2017-30 - A RESOLUTION APPROVING ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR SONOMA SUBDIVISION, for adoption | Approved |
| 3. | Resolution 2017-31 - A RESOLUTION AUTHORIZING ALTERATIONS TO THE OSRD DEVELOPMENT PLAN FOR CHESTNUT SPRINGS SUBDIVISION, for adoption | Approved |
| 4. | Resolution 2017-32 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROSSLIN AND ASSOCIATES, PLLC FOR THE ANNUAL AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2017, for adoption | Approved |
| 5. | Resolution 2017-33 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CUNNINGHAM CONSTRUCTION AND DEVELOPMENT, LLC FOR CONSTRUCTION OF THE GRANNY WHITE PIKE WATER LINE CONNECTOR PROJECT, for adoption | Approved |
| 6. | Resolution 2017-34 - A RESOLUTION AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH TRITECH SOFTWARE SYSTEMS TO PROVIDE FOR THE PURCHASE, INSTALLATION AND SUPPORT OF RECORDS MANAGEMENT SOFTWARE FOR THE POLICE DEPARTMENT, for adoption | Approved |
| 7. | Resolution 2017-35 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT FOR FUNDING OF EQUIPMENT, PROGRAMS AND PROJECTS BY THE CITY AND ECD THAT ARE IN FURTHERANCE OF THE ECD'S PURPOSE, for adoption | Approved |
| 8. | Resolution 2017-36 - A RESOLUTION AUTHORIZING AMENDMENT #4 TO AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR IMPROVEMENTS TO FRANKLIN ROAD FROM SOUTH OF MOORES LANE TO CONCORD ROAD, for adoption | Approved |

Old Business

1. Other old business

New Business

1. Ordinance 2017-11- AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT, for consideration on first reading Approved
2. Ordinance 2017-12 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018, for consideration on first reading Approved
3. Ordinance 2017-13 - AN ORDINANCE AMENDING MUNICIPAL CODE REGARDING BUILDING HEIGHT LIMITATIONS IN THE SI-2 (SERVICE INSTITUTION-EDUCATIONAL) ZONING DISTRICT, for consideration on first reading Approved
4. Appointment of one (1) member to the Williamson County Board of Equalization
5. Appointment of City Commissioners to various board and committees
6. Other new business

A handwritten signature in black ink, appearing to read "Kirk Bednar", with a stylized, flowing script.

Kirk Bednar
City Manager

Anyone requesting accommodations due to disabilities should contact Mike Worsham, A.D.A. Coordinator, at 371-0060, before the meeting.

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Public Hearing on Ordinance 2017-11 - Appropriations Ordinance for FY 2017-2018

Submitted by: Richard Parker, Finance

Department: Finance

Information

Subject

Public Hearing on Ordinance 2017-11 - An appropriation ordinance for the City of Brentwood for the fiscal year beginning July 1, 2017 and ending June 30, 2018, including the Brentwood Emergency Communications District.

Background

The proposed FY 2017-2018 appropriations ordinance was reviewed with the Board of Commissioners at a work session on Thursday, May 11, 2017. Formal public hearings are scheduled at three City Commission meetings set for Monday, May 22, 2017, Tuesday, June 13, 2017, and Monday, June 26, 2017.

For additional information, please review the backup material for Ordinance 2017-11 on the May 22, 2017 agenda under "New Business."

Staff Recommendation

N/A

Previous Commission Action

Each year, the City Commission officially adopts the City's annual operating budget through the passage of the appropriations ordinance. An opportunity for citizens to provide comments on the proposed operating budget is provided through three formal public hearings. The May 22, 2017 public hearing represents the first of three public hearings for the FY 2018 appropriations ordinance.

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Public Hearing on Ordinance 2017-12 - To Establish the FY 2017-2018 Tax Rate

Submitted by: Richard Parker, Finance

Department: Finance

Information

Subject

Public Hearing on Ordinance 2017-12 - An ordinance of the City of Brentwood to establish the tax levy for fiscal year beginning July 1, 2017 and ending June 30, 2018.

Background

The proposed Tax Rate Ordinance for Fiscal Year 2018 was reviewed with the Board of Commissioners at a work session on Thursday, May 11, 2017. Formal public hearings are scheduled at three City Commission meetings set for Monday, May 22, 2017, Tuesday, June 13, 2017, and Monday, June 26, 2017.

For additional information, please review the backup information on Ordinance 2017-12 on the May 22, 2017 agenda under "New Business."

Staff Recommendation

N/A

Previous Commission Action

Each year, the City Commission reviews and adopts the appropriations and tax levy ordinances for the new fiscal year. An opportunity for citizens to provide comments on the proposed ordinances is provided through three formal public hearings. The May 22, 2017 public hearing represents the first of three public hearings for the FY 2018 tax levy ordinance.

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Public Hearing for Proposed Six-Year Capital Improvements Program for Fiscal Years 2018-2023

Submitted by: Jay Evans, Administration

Department: Administration

Information

Subject

Public Hearing for Proposed Six-Year Capital Improvements Program for Fiscal Years 2018-2023

Background

The proposed FY 2018-2023 Capital Improvements Program (CIP) was reviewed with the Board of Commissioners at a work session on Tuesday, April 4, 2017. The staff reviewed each project and received initial guidance and direction on the appropriateness and priorities in the program. The CIP has since been posted on the City's website and circulated in the community for citizen review and comment.

Formal public hearings on the proposed CIP are scheduled at three City Commission meetings on Monday, May 22, 2017, Tuesday, June 13, 2017, and Monday, June 26, 2017. A resolution to adopt the six-year CIP will be presented to the City Commission for consideration and approval at the June 26, 2017 meeting.

Staff Recommendation

N/A

Previous Commission Action

Each year, the City Commission reviews and approves the six-year capital improvements program. An opportunity for citizen comments on the proposed program is provided through three formal public hearings.

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Approval or correction of minutes from Regular Scheduled Commission meeting

Department: Administration

Information

Subject

Approval or correction of minutes from the May 8, 2017 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, May 8, 2017 at 7:00 pm at Brentwood City Hall.

Present were Mayor Regina Smithson; Vice Mayor Jill Burgin; Commissioners Ken Travis, Anne Dunn, Mark Gorman, Betsy Crossley and Rhea Little; City Manager Kirk Bednar; Assistant City Manager Jay Evans; City Attorney Roger Horner and City Recorder Deborah Hedgepath. Commissioner Travis led the invocation. The Pledge of Allegiance was led by Vice Mayor Burgin.

Mayor Rogers Anderson administered the oath of office to Mark Gorman, Rhea Little and Regina Smithson.

Vice Mayor Jill Burgin was elected as Mayor. Commissioner Mark Gorman was elected as Vice Mayor.

Resolution 2017-29 – A RESOLUTION AUTHORIZING THE CONTRIBUTION OF ADEQUATE FACILITIES TAX FUNDS TO THE WILLIAMSON COUNTY SCHOOL BOARD FOR IMPROVEMENTS AT BRENTWOOD HIGH SCHOOL AND BRENTWOOD MIDDLE SCHOOL, was moved from Other New Business for consideration.

Commissioner Crossley moved for approval of Resolution 2017-29; seconded by Commissioner Smithson. Approval was unanimous.

Commissioner Travis moved for approval of the minutes from the April 24, 2017 meeting as written; seconded by Commissioner Little. Approval was unanimous.

COMMENTS FROM CITIZENS

Eric Hauch, 7051 Willowick Drive

CONSENT AGENDA

Resolution 2017-28 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH VERTIV SERVICES, INC. FOR MAINTENANCE SERVICES FOR UNINTERRUPTIBLE POWER SYSTEMS (UPS), for adoption

Approval to purchase communications system analyzer from Tessco, Inc.

Approval to purchase a 2017 pickup truck from Ford of Murfreesboro through state contract for Public Works Department

Commissioner Smithson moved for approval of the items on the Consent Agenda; seconded by Commissioner Dunn. Approval was unanimous.

NEW BUSINESS

Commissioner Little moved for passage of Ordinance 2017-09 - AN ORDINANCE AUTHORIZING THE TRANSFER OF APPROXIMATELY 0.85 ACRES OF PROPERTY LOCATED IN THE SOUTHWEST CORNER OF GRANNY WHITE PARK TO THE WILLIAMSON COUNTY BOARD OF EDUCATION, seconded by Commissioner Travis. Ordinance 2017-09 passed first reading unanimously.

Vice Mayor Gorman moved for passage of Ordinance 2017-10 - AN ORDINANCE REZONING PROPERTY LOCATED ON THE EAST SIDE OF GRANNY WHITE PIKE ADJACENT TO THE NORTHERN BOUNDARY OF PROPERTY OWNED BY WILLIAMSON COUNTY SCHOOLS FROM SI-3 (SERVICE INSTITUTION - CULTURAL, RECREATIONAL AND GOVERNMENTAL) TO SI-2 (SERVICE INSTITUTION - EDUCATIONAL) ZONING DISTRICT, seconded by Commissioner Little. Ordinance 2017-10 passed first reading unanimously.

With no further business, the meeting adjourned at 8:00 pm.

APPROVED _____

Deborah Hedgepath

Deborah Hedgepath, City Recorder

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Ordinance 2017-09 - Authorizing Transferring Approximately 0.85 Acres Within Granny White Park to Williamson County Schools

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Ordinance 2017-09, which authorizes the transfer of ownership of approximately 0.85 acres of land lying in the southwest corner of Granny White Park to Williamson County Schools (WCS) to allow for the construction of an access drive to the rear parking lots at Brentwood High School.

Background

Ordinance 2017-09 authorizes the transfer of ownership of 0.85 acres of land, currently within the City's 31-acre Granny White Park, to Williamson County Schools. The land transfer is necessary to accommodate a new access road to the rear parking lots at Brentwood High School. A description of the project phasing follows. Construction of the access drive and installation of a new traffic signal is expected to relieve some of the traffic congestion currently occurring during peak hours on Murray Lane and Granny White Pike.

Ordinance 2017-09 is a companion to Ordinance 2017-10, which, if passed, will rezone the 0.85 acres of land transferred to WCS from SI-3 to SI-2.

Attached are the applicable copies of the plan, approved by the Planning Commission at its May 1, 2017 regular meeting.

WCS is proposing extensive modifications to the Brentwood Middle/High School campus. The proposed plan includes a total of three phases, which are summarized as follows:

Phase I, includes the resurfacing of the existing football field, replacing the natural grass with artificial turf. This improvement will also allow the field to be used for a variety of sports programs and other activities. The site plan was approved by the Planning Commission at its April 3, 2017 meeting.

Phase II, includes the construction of a 292-space parking lot in the area of the football practice field located at the rear of the school, west of the baseball diamond. The plan also proposes the construction of an access drive, mentioned above, to the

rear parking lots from Granny White Pike. As part of these improvements the plan includes a new signalized intersection at Granny White Pike and Foxland Drive.

The alignment of the new drive takes it through the SW corner of Granny White Park. City and WCS staff have discussed the transfer of approximately 0.85 acres in the SW corner to all of for the construction of the new access drive.

Phase III, includes the construction of a new Science, Technology, Engineering and Mathematics (S.T.E.M.) building between the Middle and High schools. The STEM building as proposed included three-stories having an area of 40,000 sq. ft. The building will provide 24 classrooms, six mixed-use laboratories administrative offices and commons areas. The building will increase the enrollment/capacity of the high school from 1,628 to 2,000. The number of staff will also increase by 16.

Brentwood High, as of March 13, 2017, has an enrollment of 1,764 students. Phase II has been submitted for staff review and is scheduled to be heard by the Planning Commission on June 5th.

The proposed land transfer was presented to the Park Board at its May 1 meeting and endorsed unanimously. Following that meeting, the Planning Commission reviewed the site plan for Phase II of the project, which included the construction of the access drive from Granny White Pike to the rear parking lots at the school, and approved it unanimously.

On May 8th the Board of Commissioners approved Resolution 2017-29, which authorized a one-time contribution of \$2.4 million from available Adequate Facilities Tax funds to assist the school district in cash flowing the project in a manner that would facilitate County Commission approval of the WCS funding request. The City's contribution would be made in two payments. The first payment of \$2 million would be made on or before June 30, 2017. The second payment of \$400,000 would be made on or before August 31, 2017. The transfer of the funds was contingent upon several mutually agreed considerations including City sharing of County athletic facilities and property.

Also on May 8th, the Williamson County Commission unanimously approved funding for the proposed expansions at Brentwood Middle, Brentwood High, Page Middle and Page High schools. The funding will also allow WCS to move forward with approval of its attendance zone modifications commonly referred to as "Plan A", which will keep more Brentwood students at local schools.

Should you have any questions or require additional information, please contact the Planning and Codes Director.

Staff Recommendation

Staff recommends passage of Ordinance 2017-09 on second and final reading.

Previous Commission Action

At its regular meeting of May 8, 2017, the Board of Commissioners voted unanimously seven for and zero against (7-0) to pass Ordinance 2017-09 on first reading.

Fiscal Impact

Attachments

Ordinance 2017-09 (with Attachment A)

Attachment B

BHS -- Site Plans -- Ph II

Intersection Aerial

Deed Originally Transferring Land for GWP to City

Signed Ordinance

ORDINANCE 2017-09

**AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE
THE TRANSFER OF OWNERSHIP OF A 0.85 +/- ACRE PARCEL, LOCATED IN THE
SOUTHWEST CORNER OF GRANNY WHITE PARK TO THE WILLIAMSON COUNTY
BOARD OF EDUCATION**

WHEREAS, a 30.86± acre parcel was conveyed to the City of Brentwood by the State of Tennessee in 1985; and

WHEREAS, said parcel has been developed and used since 1985 by the City of Brentwood as active parkland known as Granny White Park; and

WHEREAS, the City of Brentwood and the Williamson County Board of Education have agreed to the transfer of 0.85 +/- acres at the southwest corner within Granny White Park, adjacent to the Brentwood Middle School property owned by the Williamson County Board of Education; and

WHEREAS, the City of Brentwood desires to transfer ownership of said parcel to the Williamson County Board of Education, and the Board of Education has voted to accept ownership.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BRENTWOOD, TENNESSEE,
AS FOLLOWS:**

SECTION 1. That the transfer of ownership to the Williamson County Board of Education of a 0.85± parcel is hereby authorized, said parcel being described on Attachment A and being shown on Attachment B, said attachments being made a part of this ordinance by reference.

SECTION 2. That the Mayor is hereby authorized to execute a deed and any other necessary legal documents on behalf of the City of Brentwood to transfer ownership of said parcel in accordance with this ordinance, subject to the approval of said documents by the City Attorney.

SECTION 3. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	_____
PUBLIC HEARING			Date of publication:	_____
	Notice published in:	<u>Tennessean (Williamson)</u>		
	Date of publication:	_____		
	Date of hearing:	_____	EFFECTIVE DATE	_____

_____ MAYOR	_____ RECORDER	_____ Deborah Hedgepath
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Approved as to form:

_____ CITY ATTORNEY	_____ Roger A. Horner
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**ATTACHMENT A
LEGAL DESCRIPTION
ORDINANCE 2017-09**

Being a tract of land lying in the 15th Civil District of the City of Brentwood, Williamson County, Tennessee, and being more particularly described as follows:

BEGINNING at an existing iron rod at the intersection of the northerly property line of the property of the Williamson County Board of Education, as of record in Deed Book 261, Page 87, in the Register's Office for Williamson County, Tennessee, and the easterly right-of-way line of Granny White Pike, 75 feet in width;

Thence with the easterly right-of-way line of Granny White Pike, North 07 Degrees 07 Minutes 13 Seconds East, 195.05 feet to an iron rod set;

Thence leaving the easterly right-of-way line of Granny White Pike, with a severance line through the property of The City of Brentwood, as of record in Deed Book 566, Page 192, in the Register's Office for Williamson County, Tennessee, along a curve to the left, with an arc length of 27.49 feet, the radius of which is 30.00 feet, the central angle of which is 52 Degrees 30 Minutes 23 Seconds, the chord of which is South 55 Degrees 51 Minutes 04 Seconds East, 26.54 feet to an iron rod set;

Thence South 82 Degrees 06 Minutes 15 Seconds East, 16.49 feet to an iron rod set;

Thence along a curve to the right, with an arc length of 67.75 feet, the radius of which is 104.00 feet, the central angle of which is 37 Degrees 19 Minutes 32 Seconds, the chord of which is South 63 Degrees 26 Minutes 29 Seconds East, 66.56 feet to an iron rod set;

Thence along a curve to the right, with an arc length of 33.08 feet, the radius of which is 55.00 feet, the central angle of which is 34 Degrees 27 Minutes 37 Seconds, the chord of which is South 27 Degrees 32 Minutes 55 Seconds East, 32.58 feet to an iron rod set;

Thence South 10 Degrees 19 Minutes 06 Seconds East, 27.59 feet to an iron rod set;

Thence along a curve to the left, with an arc length of 81.79 feet, the radius of which is 75.00 feet, the central angle of which is 62 Degrees 28 Minutes 48 Seconds, the chord of which is South 41 Degrees 33 Minutes 30 Seconds East, 77.79 feet to an iron rod set;

Thence South 72 Degrees 47 Minutes 54 Seconds East, 356.70 feet to an iron rod set;

Thence along a curve to the left, with an arc length of 12.18 feet, the radius of which is 75.00 feet, the central angle of which is 09 Degrees 18 Minutes 21 Seconds, the chord of which is South 77 Degrees 27 Minutes 05 Seconds East, 12.17 feet to an iron rod set in the northerly property line of said Williamson County Board of Education;

Thence with the northerly property line of the Williamson County Board of Education, North 82 Degrees 06 Minutes 15 Seconds West, 551.47 feet to the POINT OF BEGINNING.

Containing 37,154 Square Feet (0.85 Acres more or less).

Being a portion of the same property conveyed to of The City of Brentwood, as of record in Deed Book 566, Page 192, in the Register's Office for Williamson County, Tennessee.

BOUNDARY EXHIBIT
PORTION of MAP 12, PARCEL 41.00
DEED BOOK 566, PAGE 192, R.O.W.C., TN
15th CIVIL DISTRICT
THE CITY of BRENTWOOD
WILLIAMSON COUNTY, TENNESSEE
FILE No. 1702G008 (RD EXHIBIT) DATE: APRIL 18, 2017

PREPARED FOR
Williamson County Schools
1320 West Main Street, Suite 202
Franklin, TN 37064

TENNESSEE STATE PLANE
NAD-83 NAVD-88

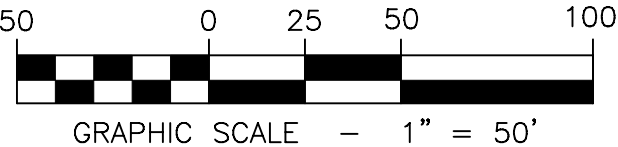
Surveyor's Certification of Accuracy

I hereby certify this is a Category I (Urban and Subdivision) Survey and the Survey was performed in accordance with the Current Standards of Practice for Surveyors in Tennessee and the unadjusted closure is 1:10,000 or greater.

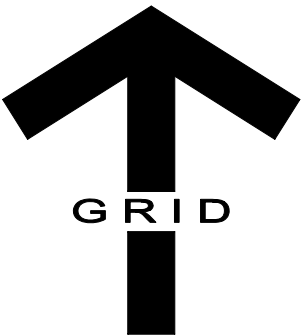
L. Kevin Morehead
Professional Surveyor

TN Registration No.: 2315

April 18, 2017
Date



This Survey has been prepared using the current deed of record and does not represent a title search by this Surveyor or a guarantee of title, and is subject to any state of facts a current and accurate title search may reveal.



Granny White Park
Map 12, Parcel 41.00
City of Brentwood
Deed Book 566, Page 192
R.O.W.C., TN

Part of Map 12, Parcel 41.00
City of Brentwood
Deed Book 566, Page 192
R.O.W.C., TN
37,154 Square Feet
(0.85 Acres ±)

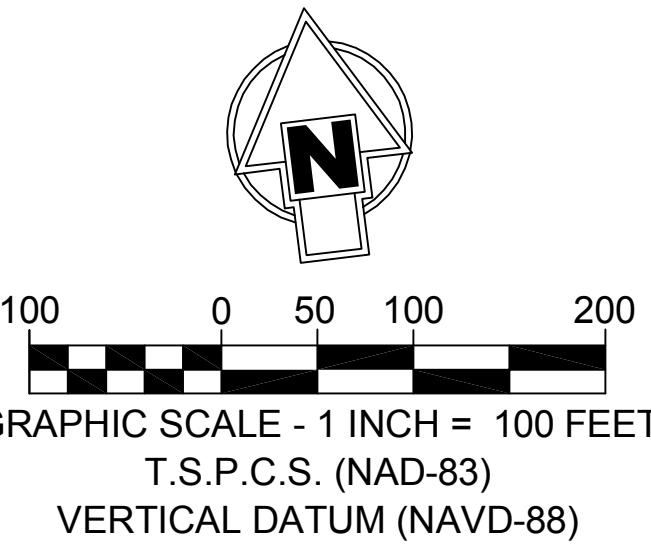
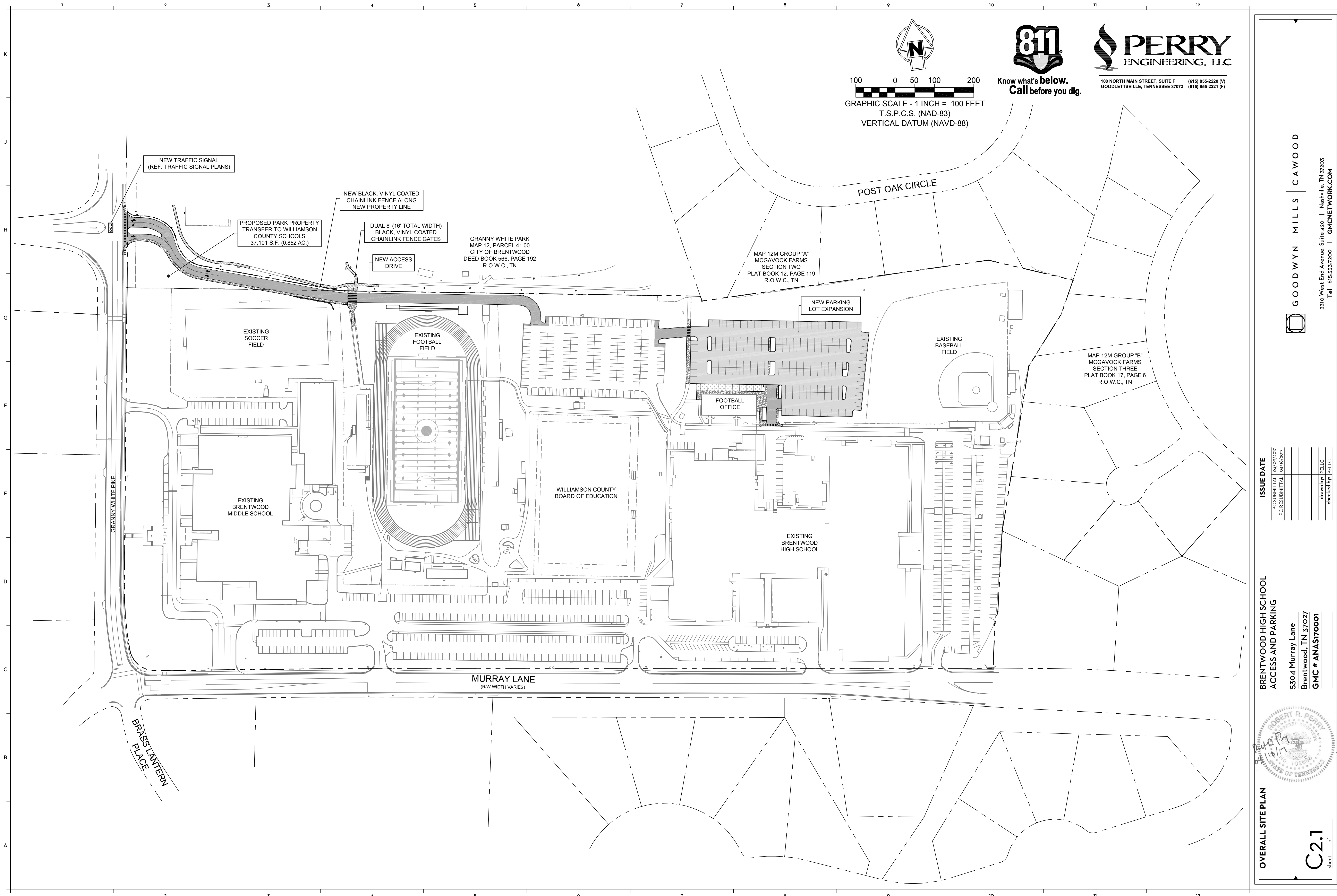
IRON ROD
SET IR(N)
TYP.

Map 12, Part of Parcel 43.00
Williamson County Board of Education
Deed Book 261, Page 87
R.O.W.C., TN

CURVE No.	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C-1	52°30'23"	30.00'	14.80'	27.49'	26.54'	S55°51'04"E
C-2	37°19'32"	104.00'	35.13'	67.75'	66.56'	S63°26'29"E
C-3	34°27'37"	55.00'	17.06'	33.08'	32.58'	S27°32'55"E
C-4	62°28'48"	75.00'	45.49'	81.79'	77.79'	S41°33'30"E
C-5	09°18'21"	75.00'	6.10'	12.18'	12.17'	S77°27'05"E

Prepared By:

Initial Point
Land Surveying, Inc.
3324 Carl Road Franklin, TN 37064
Telephone: 615.790.4240
Fax: 615.794.6068
initialpoint@bellsouth.net
www.initialpoint.org





Know what's below.
Call before you dig.



PERRY
ENGINEERING, LLC

100 NORTH MAIN STREET, SUITE F (615) 855-2220 (V)
GOODLETTSVILLE, TENNESSEE 37072 (615) 855-2221 (F)

OVERALL SITE PLAN

C2.1
Sheet of

**BRENTWOOD HIGH SCHOOL
ACCESS AND PARKING**

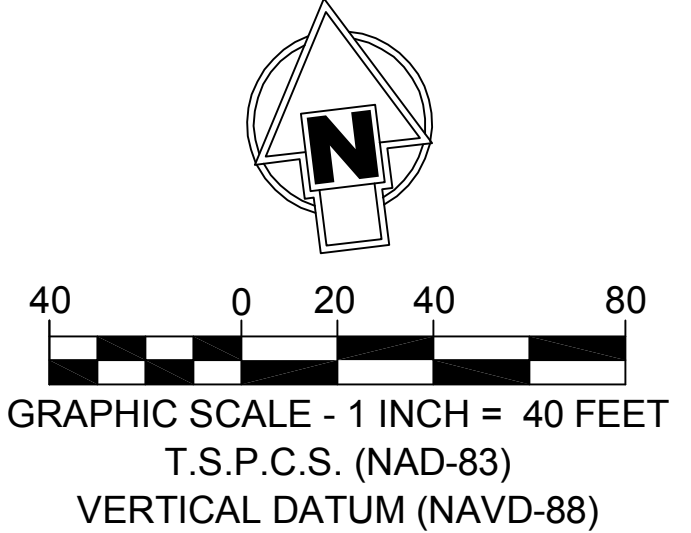
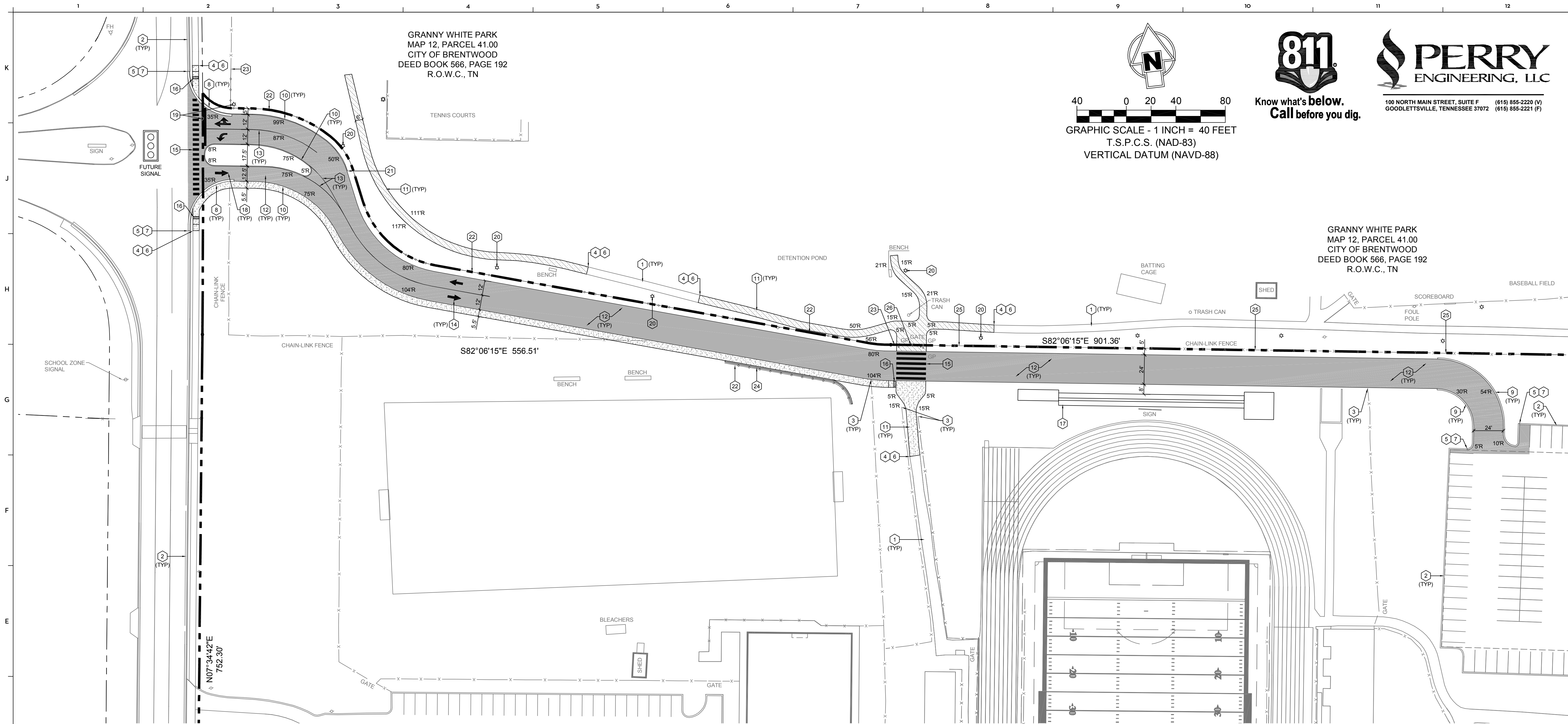
5304 Murray Lane
Brentwood, TN 37027
GMC # ANA5170001

ISSUE DATE

PC SUBMITTAL	04/03/2017
PC RESUBMITTAL	04/19/2017
drawn by	JELIC
checked by	JELIC

GOODWYN MILLS CAWOOD

3310 West End Avenue, Suite 420 | Nashville, TN 37203
Tel 615.333.7200 | GMCNETWORK.COM





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Call before you dig.



100 NORTH MAIN STREET, SUITE F (615) 855-2220 (V)
GOODLETTSVILLE, TENNESSEE 37072 (615) 855-2221 (F)

GRANNY WHITE PARK
MAP 12, PARCEL 41.00
CITY OF BRENTWOOD
DEED BOOK 566, PAGE 192
R.O.W.C., TN

GENERAL NOTES:

- THE CONTRACTOR SHALL CHECK ALL FINISHED GRADES AND DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR CONTRACTOR CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
- THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK.
- PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. FIELD ADJUSTMENT OF FINAL GRADES MAY BE NECESSARY. INSTALL ALL UTILITIES PRIOR TO INSTALLATION OF PAVEMENT.
- ALL CONCRETE SHALL BE CLASS "A" (4,000 P.S.I.), UNLESS OTHERWISE NOTED. PREFORMED FIBER EXPANSION JOINTS (1/2") SHALL BE PROVIDED WHERE SIDEWALKS OR PADS CONTACT EXTERIOR BUILDING WALLS OR CONCRETE CURBS. TRANSVERSE EXPANSION JOINTS SHALL BE PROVIDED AT A MAXIMUM SPACING OF 25' TO MATCH TRANSVERSE JOINT MARKINGS. TRANSVERSE JOINT MARKINGS SHALL BE MADE TO FORM BLOCKS AS NEARLY SQUARE AS POSSIBLE.
- ALL DAMAGE TO EXISTING ASPHALT PAVEMENT TO REMAIN, WHICH RESULTS FROM NEW CONSTRUCTION, SHALL BE REPLACED WITH LIKE MATERIALS AT CONTRACTOR'S EXPENSE.
- DIMENSIONS ARE TO THE FACE OF CURBS, EDGE OF CONCRETE, OR TO FACE OF BUILDING, AND ALL RADI ARE 4', UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD ELECTRICAL WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK, THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF THE ABOVE NOTED WIRES, THE ELECTRICAL COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN.
- SEE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS.
- IN EASEMENTS AND RIGHTS-OF-WAY, CONTRACTOR SHALL PROTECT AND RESTORE SAID PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING AT THE COMMENCEMENT OF CONSTRUCTION EXCEPT AS NOTED.

GENERAL NOTES:

- THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY AOC OF AMERICA, INC. AND THE "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION" ISSUED BY THE U.S. DEPARTMENT OF LABOR.
- ALL ACCESSIBLE PARKING SPACES ARE TO RECEIVE AN ACCESSIBLE SIGN AND ACCESSIBLE SYMBOL PAINTED ON THE PAVEMENT. STALLS ADJACENT TO 8' WIDE STRIPED AISLES ARE TO RECEIVE A "VAN ACCESSIBLE" SIGN IN ADDITION TO THE ABOVE.
- ALL CURB/ACCESSIBLE RAMP DESIGNS SHALL CONFORM TO 2010 ADA STANDARDS, ANSI A117.1, OR BRENTWOOD BUILDING CODE STANDARDS, WHICHEVER IS MORE RESTRICTIVE.
- PAVING SHALL BE CONSTRUCTED IN ACCORDANCE WITH PLANS AND T.D.O.T. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION, AND GEOTECHNICAL ENGINEERING REPORT.
- ALL ON-SITE PAVING MARKINGS SHALL BE 4" PAINTED, USING WHITE LINES ON ASPHALT PAVING AND YELLOW LINES ON PORTLAND CEMENT CONCRETE PAVING, UNLESS NOTED OTHERWISE. ALL PAVEMENT MARKINGS IN RIGHT-OF-WAY SHALL BE THERMOPLASTIC.
- THE ENGINEER AS REPRESENTATIVE OF THE OWNER, SHALL NOT GUARANTEE THE WORK OF ANY CONTRACTOR OR SUB-CONTRACTOR, SHALL HAVE NO AUTHORITY TO STOP WORK, SHALL NOT HAVE CHARGE OF THE WORK, SHALL NOT BE RESPONSIBLE FOR SAFETY IN, ON, OR ABOUT THE JOB SITE, OR HAVE ANY CONTROL OF THE SAFETY OR ADEQUACY OF ANY EQUIPMENT, BUILDING COMPONENT, SCAFFOLDING, SUPPORTS, FORMS OR OTHER WORK AIDS.
- ALL SIDEWALKS, EXISTING AND PROPOSED, ARE TO BE CONSTRUCTED AND/OR LEFT IN A CONDITION THAT MEETS OR EXCEEDS BRENTWOOD PUBLIC WORKS STANDARDS.
- ALL WORK IN THE CITY RIGHT-OF-WAY MUST COMPLY WITH BRENTWOOD PUBLIC WORKS STANDARDS. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR WORK IN CITY RIGHT-OF-WAY.
- WHEEL STOPS TO BE INSTALLED 24" FROM END OF PARKING STALL TO FACE OF WHEEL STOP AND ANCHORED TO THE PAVEMENT PER MANUFACTURER'S SPECIFICATIONS.

FLOODPLAIN NOTE:

BY MEANS OF GRAPHIC PLOTTING UPON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 47187C0089F, DATED: 08-28-2006, IT HAS BEEN DETERMINED THAT THE PARCEL DESCRIBED HEREON LIES WITHIN UNSHADED ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

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TRAFFIC CONTROL NOTES:

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- EXCAVATION AND LANE CLOSURE PERMITS ARE REQUIRED FOR ALL WORK DONE WITHIN THE PUBLIC RIGHT OF WAY.

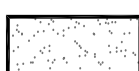


CONTRACTOR KEY NOTES:

- EXISTING CONCRETE SIDEWALK TO REMAIN
- EXISTING CONCRETE CURB TO REMAIN
- REMOVE EXISTING FENCE WHERE NECESSARY AND REPLACE WHERE BRENTWOOD HIGH SCHOOL REQUIRES
- REMOVE EXISTING CONCRETE SIDEWALK
- REMOVE EXISTING CURB
- TIE PROPOSED SIDEWALK TO EXISTING SIDEWALK
- TIE PROPOSED CURB TO EXISTING CURB
- INSTALL CURB & GUTTER (REF. C-5.1)
- INSTALL MOUNTABLE CURB (REF. C-5.1)
- INSTALL POST CURB (REF. C-5.1)
- CONCRETE SIDEWALK SECTION (TYP) (REF. C-5.1)
- HEAVY DUTY ASPHALT PAVEMENT SECTION (TYP) (REF. C-5.1)
- 4" PAINTED SSWL
- PAINTED DIRECTIONAL ARROWS (TYP) (REF. C-5.1)
- 2 FT. WIDE THERMOPLASTIC LINES @ 4' O.C.
- PARALLEL ACCESSIBLE RAMP WITH DETECTABLE WARNINGS (REF. C-5.1)
- RELOCATED TRACK / FIELD APPARATUSES
- THERMOPLASTIC DIRECTIONAL ARROW (REF. C-5.1)
- RELOCATE EXISTING LIGHT POLE
- REPLACE TRAIL LIGHT AFTER GRADING OPERATIONS ARE COMPLETE (TYP)
- END CURB WITH Z TAPER
- NEW BLACK VINYL COATED CHAIN LINK FENCE TO BE INSTALLED ALONG NEW PROPERTY LINE
- TIE NEW FENCE TO EXISTING
- DESIGN/BUILD SEGMENTAL RETAINING WALL WITH 42" TALL GUARD AT TOP OF WALL (115 L.F.)
- REPLACE EXISTING FENCE AS NEEDED AFTER GRADING OPERATIONS ARE COMPLETE
- INSTALL TWO 8' WIDE (16' TOTAL GATE WIDTH) BLACK VINYL COATED CHAIN LINK FENCE GATES TO MATCH EXISTING FENCE HEIGHT

SITE DATA:

SITE DATA	
DEVELOPMENT:	BRENTWOOD HIGH SCHOOL - ACCESS & PARKING
LOT AREA:	1,653,757 SQ. FT. (37.97 ACRES)
TAX MAP:	12
PARCEL:	43.00
ADDRESS:	5304 MURRAY LANE
CIVIL DISTRICT:	15TH
CITY:	BRENTWOOD
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
ENROLLMENT & CAPACITY	
CURRENT HIGH SCHOOL ENROLLMENT:	1,425
CURRENT HIGH SCHOOL CAPACITY:	1,650
PROPOSED HIGH SCHOOL CAPACITY:	2,000
ZONING CLASSIFICATION	
EXISTING ZONING:	SI-2
PARKING SUMMARY	
PARKING SPACES PROVIDED:	1306 SPACES
ACCESSIBLE SPACES PROVIDED:	18 SPACES
APPLICANT/ENGINEER	
PERRY ENGINEERING, LLC 100 NORTH MAIN STREET, SUITE F GOODLETTSVILLE, TN 37072 PHONE: (615) 855-2220 CONTACT: MR. RANDY HARPER, PE, CPESC	
OWNER/DEVELOPER	
WILLIAMSON COUNTRY SCHOOLS FACILITIES 1320 WEST MAIN, SUITE 202 FRANKLIN, TN 37064 PHONE: (615) 472-4040 CONTACT: MR. KEVIN FORTNEY	

PAVING LEGEND:

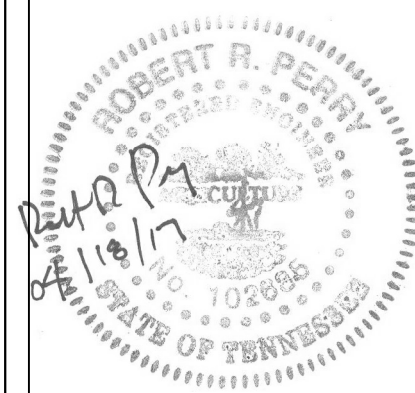
	CONCRETE SIDEWALK SECTION FOR SCHOOL SIDEWALK
	CONCRETE SIDEWALK SECTION FOR PARK WALKING PATH
	HEAVY DUTY ASPHALT PAVEMENT SECTION

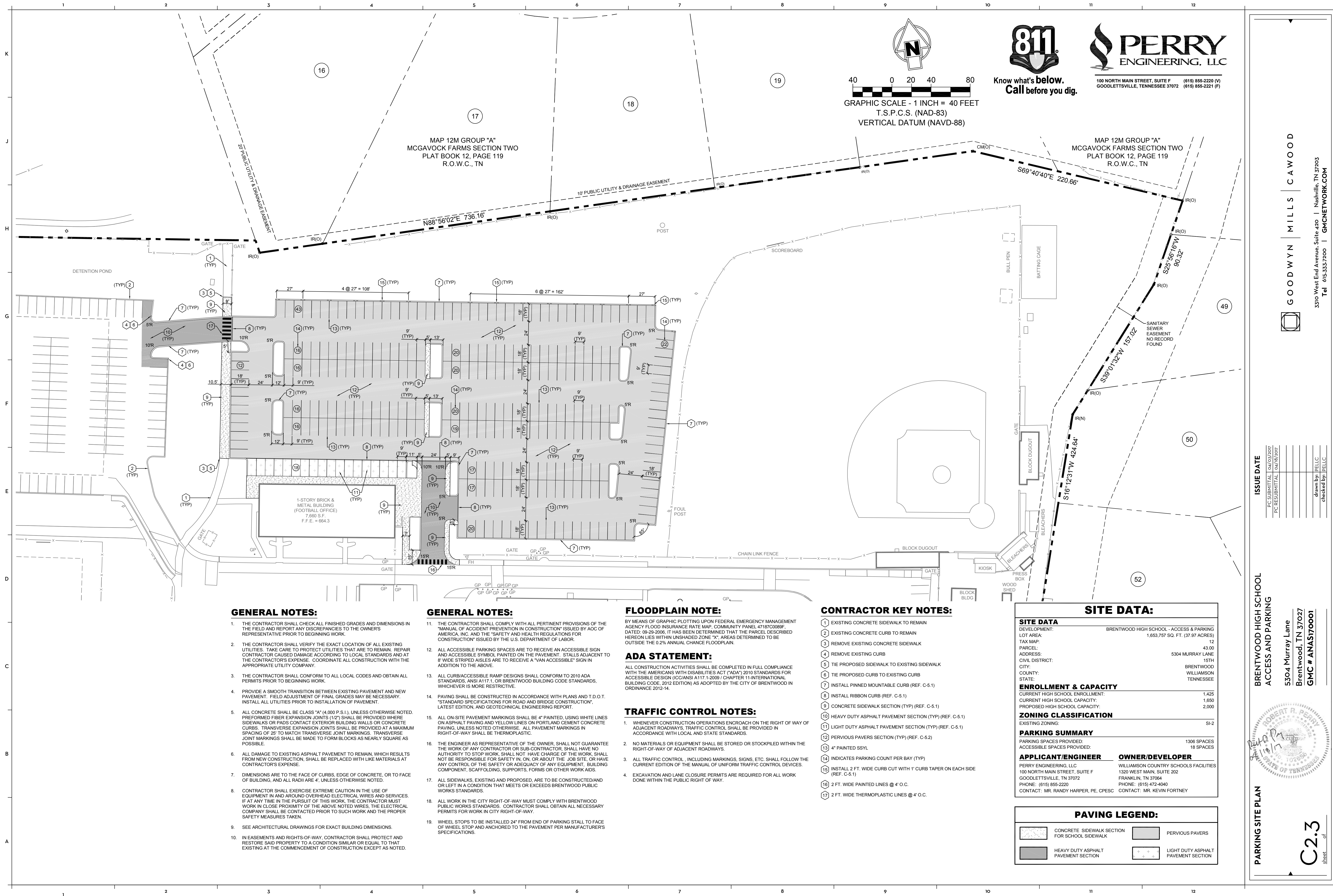
BRENTWOOD HIGH SCHOOL
ACCESS AND PARKING

5304 Murray Lane
Brentwood, TN 37027
GMC # ANA5170001

ACCESS SITE PLAN

ISSUE DATE	
PC SUBMITTAL	04/23/2017
PC RESUBMITTAL	04/26/2017
drawn by: JELIC	
checked by: JELIC	





GENERAL NOTES:

- THE CONTRACTOR SHALL CHECK ALL FINISHED GRADES AND DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR CONTRACTOR CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
- THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK.
- PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. FIELD ADJUSTMENT OF FINAL GRADES MAY BE NECESSARY. INSTALL ALL UTILITIES PRIOR TO INSTALLATION OF PAVEMENT.
- ALL CONCRETE SHALL BE CLASS "A" (4,000 P.S.I.), UNLESS OTHERWISE NOTED. PERFORMED FIBER EXPANSION JOINTS (1/2") SHALL BE PROVIDED WHERE SIDEWALKS OR PADS CONTACT EXTERIOR BUILDING WALLS OR CONCRETE CURBS. TRANSVERSE EXPANSION JOINTS SHALL BE PROVIDED AT A MAXIMUM SPACING OF 20' TO MATCH TRANSVERSE JOINT MARKINGS. TRANSVERSE JOINT MARKINGS SHALL BE MADE TO FORM BLOCKS AS NEARLY SQUARE AS POSSIBLE.
- ALL DAMAGE TO EXISTING ASPHALT PAVEMENT TO REMAIN, WHICH RESULTS FROM NEW CONSTRUCTION, SHALL BE REPLACED WITH LIKE MATERIALS AT CONTRACTOR'S EXPENSE.
- DIMENSIONS ARE TO THE FACE OF CURBS, EDGE OF CONCRETE, OR TO FACE OF BUILDING, AND ALL RADII ARE 4' UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD ELECTRICAL WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK, THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF THE ABOVE NOTED WIRES, THE ELECTRICAL COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN.
- SEE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS.
- IN EASEMENTS AND RIGHTS-OF-WAY, CONTRACTOR SHALL PROTECT AND RESTORE SAID PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING AT THE COMMENCEMENT OF CONSTRUCTION EXCEPT AS NOTED.

GENERAL NOTES:

- THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY AOC OF AMERICA, INC. AND THE "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION" ISSUED BY THE U.S. DEPARTMENT OF LABOR.
- ALL ACCESSIBLE PARKING SPACES ARE TO RECEIVE AN ACCESSIBLE SIGN AND ACCESSIBLE SYMBOL PAINTED ON THE PAVEMENT. STALLS ADJACENT TO 8' WIDE STRIPED AISLES ARE TO RECEIVE A "VAN ACCESSIBLE" SIGN IN ADDITION TO THE ABOVE.
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- REMOVE EXISTING CURB
- TIE PROPOSED SIDEWALK TO EXISTING SIDEWALK
- TIE PROPOSED CURB TO EXISTING CURB
- INSTALL PINNED MOUNTABLE CURB (REF. C-5.1)
- INSTALL RIBBON CURB (REF. C-5.1)
- CONCRETE SIDEWALK SECTION (TYP) (REF. C-5.1)
- HEAVY DUTY ASPHALT PAVEMENT SECTION (TYP) (REF. C-5.1)
- LIGHT DUTY ASPHALT PAVEMENT SECTION (TYP) (REF. C-5.1)
- PERVIOUS PAVERS SECTION (TYP) (REF. C-5.2)
- 4" PAINTED SSYL
- INDICATES PARKING COUNT PER BAY (TYP)
- INSTALL 2 FT. WIDE CURB CUT WITH 1" CURB TAPER ON EACH SIDE (REF. C-5.1)
- 2 FT. WIDE PAINTED LINES @ 4' O.C.
- 2 FT. WIDE THERMOPLASTIC LINES @ 4' O.C.

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PAVING LEGEND:

	CONCRETE SIDEWALK SECTION FOR SCHOOL SIDEWALK		PERVIOUS PAVERS
	HEAVY DUTY ASPHALT PAVEMENT SECTION		LIGHT DUTY ASPHALT PAVEMENT SECTION

ISSUE DATE	
PC SUBMITTAL	04/23/2017
PC RESUBMITTAL	04/19/2017
drawn by: JELIC	
checked by: JELIC	

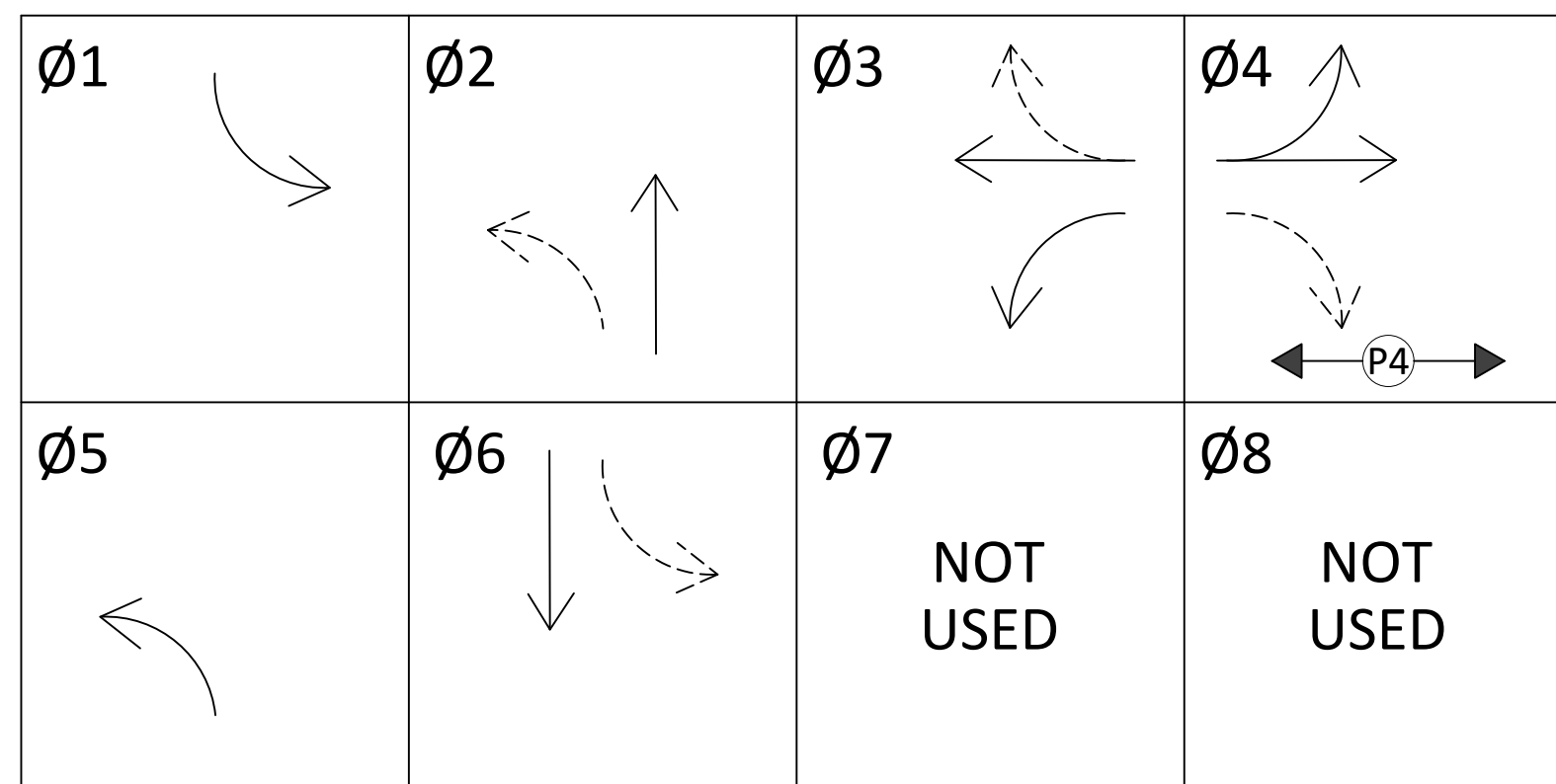
BRENTWOOD HIGH SCHOOL
ACCESS AND PARKING
5304 Murray Lane
Brentwood, TN 37027
GMC # ANA5170001



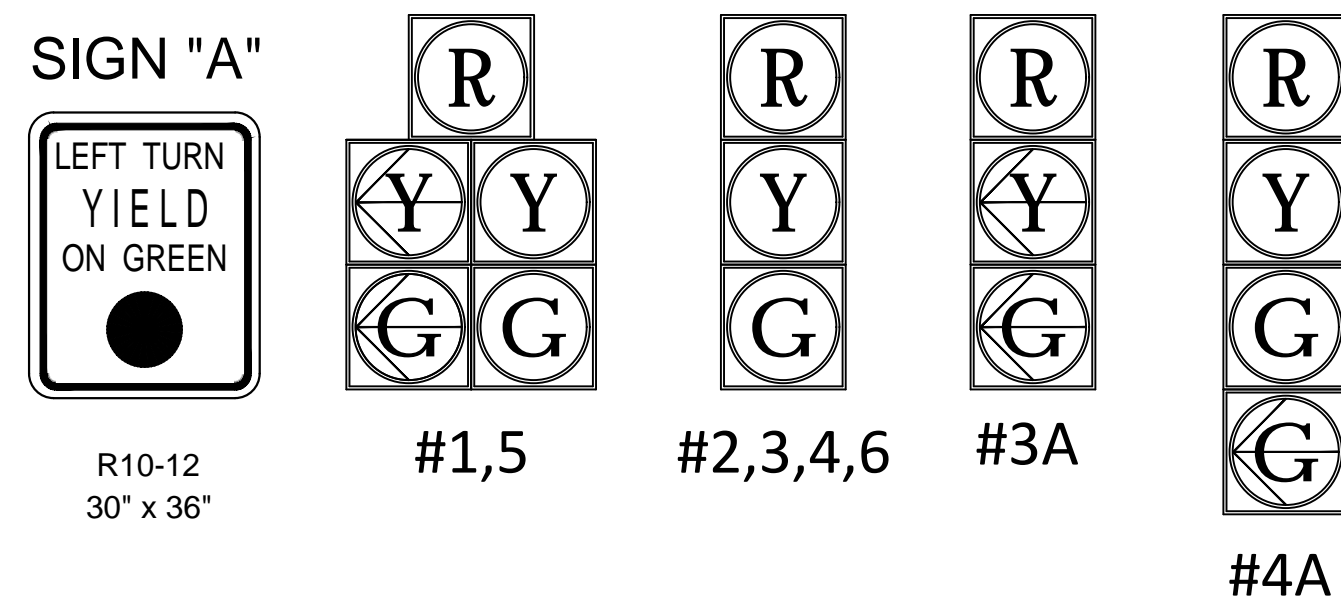
PARKING SITE PLAN
C2.3
sheet of

GOODWYN MILLS CAWOOD
3310 West End Avenue, Suite 420 | Nashville, TN 37203
Tel 615.333.7200 | GMCNETWORK.COM

PHASING DIAGRAM

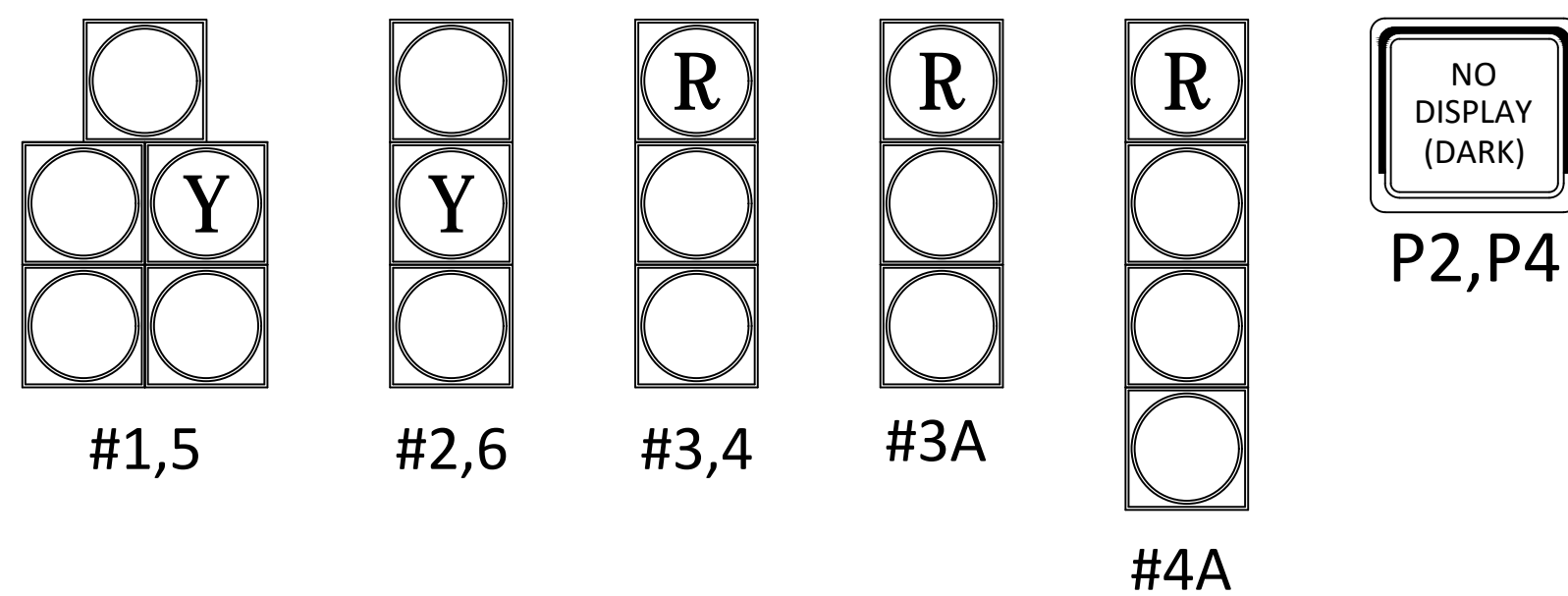


SIGNAL DISPLAY TYPES

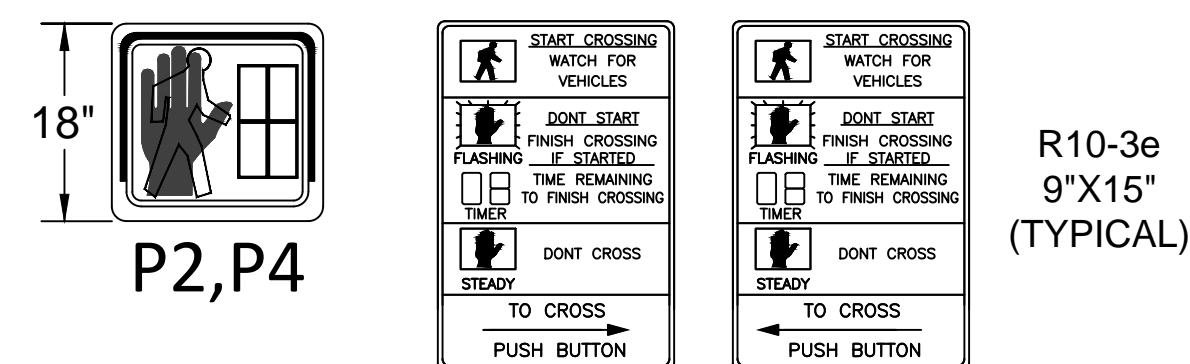


Note: All signal heads shall have black louvered backplates.

SIGNAL FLASH DISPLAY



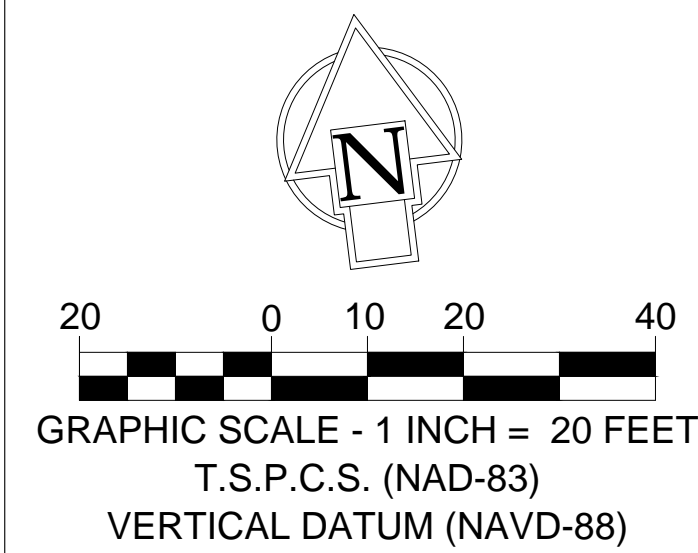
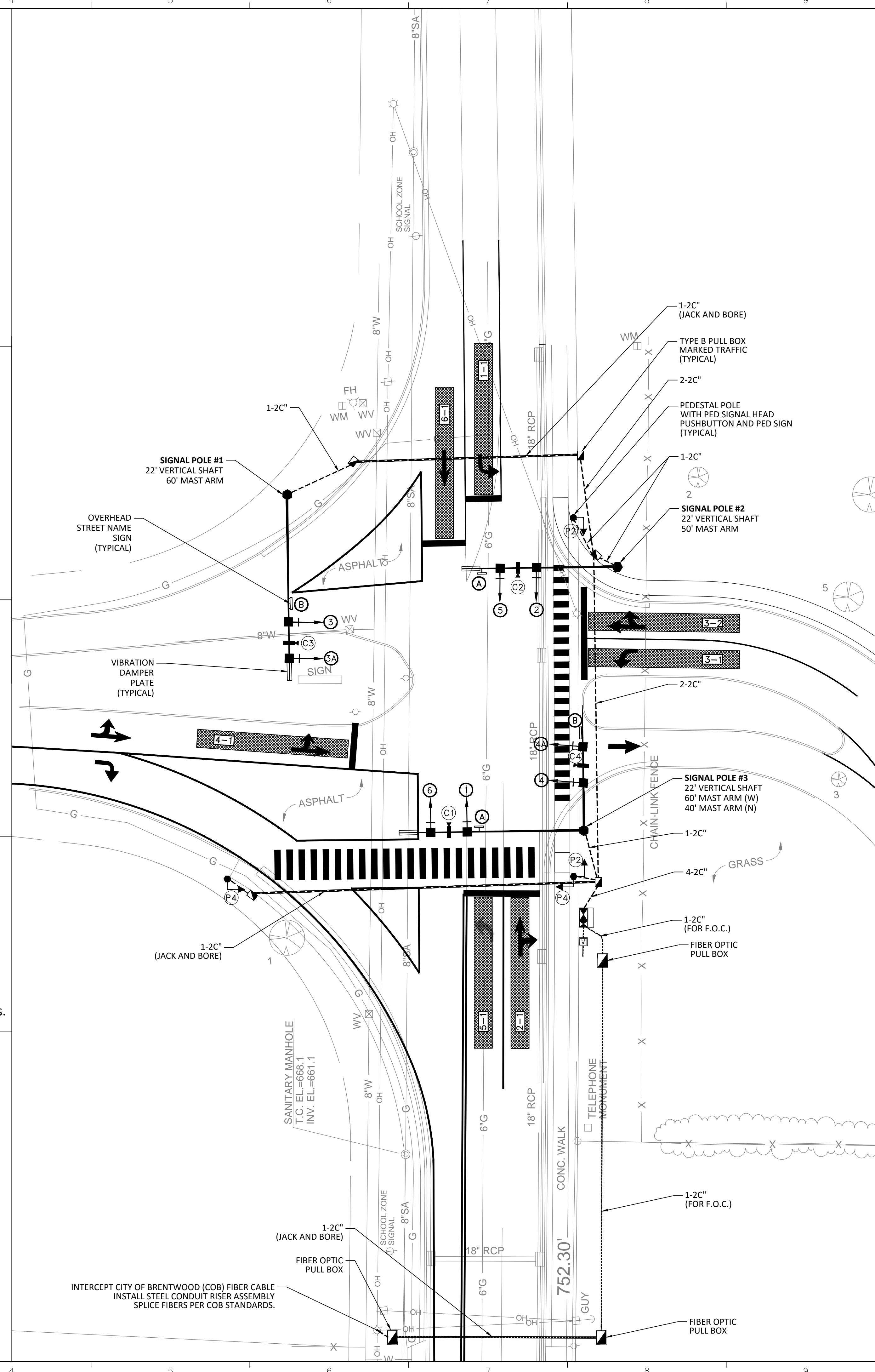
PEDESTRIAN DISPLAYS



Note: Install Ped Station (Pushbutton with integrated sign) per City of Brentwood standards.

DETECTION ASSIGNMENT CHART

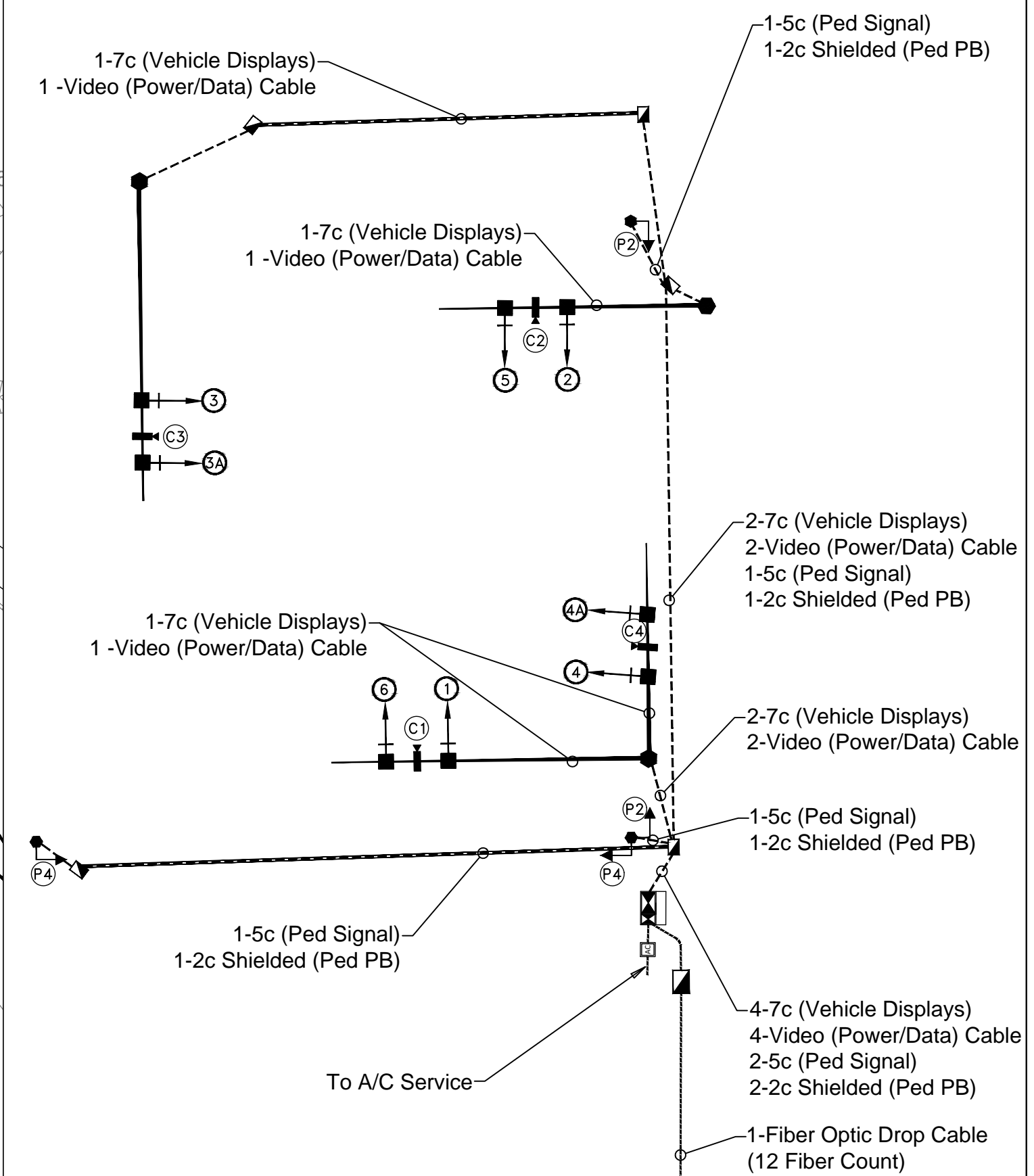
Zone	Camera	Size	Phase	Mode	Distance From Stop Line
1-1	C1	6'x50'	1	Presence	0'
2-1	C2	6'x50'	2	Presence	0'
3-1	C3	6'x50'	3	Presence	0'
4-1	4	6'x50'	4	Presence	0'
5-1	C2	6'x50'	5	Presence	0'
6-1	C1	6'x50'	6	Presence	0'



Know what's **below**.
Call before you dig.



SIGNAL WIRING DIAGRAM



OVERHEAD STREET NAME SIGNS

SIGN "B"	GRANNY WHITE PK
----------	-----------------

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2. NO MATERIALS OR EQUIPMENT SHALL BE STORED OR STOCKPILED WITHIN THE RIGHT-OF-WAY OF ADJACENT ROADWAYS.
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4. EXCAVATION AND LANE CLOSURE PERMITS ARE REQUIRED FOR ALL WORK DONE WITHIN THE PUBLIC RIGHT OF WAY.

ISSUE DATE	PC 04/03/2017
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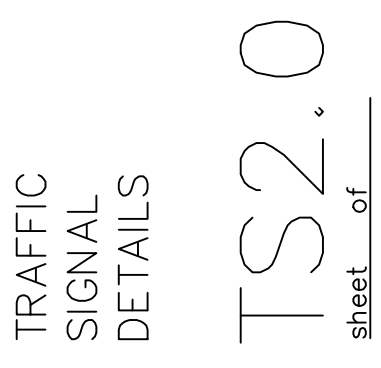
BRENTWOOD HIGH SCHOOL
ACCESS AND PARKING

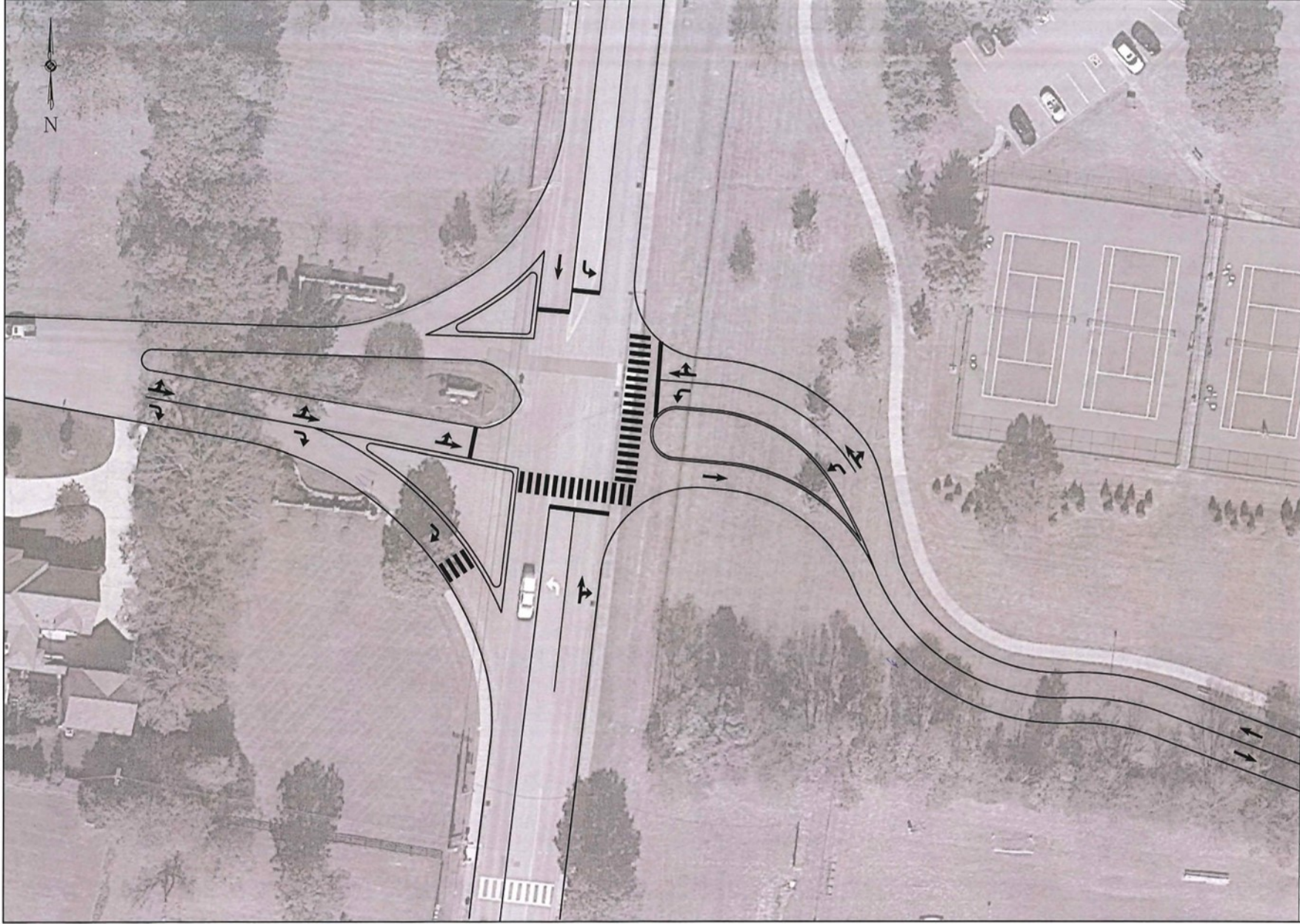
5304 Murray Lane
Brentwood, TN 37027
GMC # ANAS170001

TRAFFIC
SIGNAL
LAYOUT

TS1.0
sheet of _____

3310 West End Avenue, Suite 420 | Nashville, TN 37203
Tel 615.333.7200 GMCNETWORK.COM





FILE NO.	2017-0201
DATE:	2/22/16
DESIGNED BY:	RGP
DRAWN BY:	RGPHILLIPS
CHECKED BY:	RGPHILLIPS
REVISION BLOCK	
DATE:	
DATE:	
DATE:	

PROPOSED BHS
GRANNY WHITE CONNECTOR



RG PHILLIPS CONSULTING, LLC
106 MISSION COURT, SUITE 301
FRANKLIN, TN 37067

CONCEPT PLAN

FOR REVIEW
ONLY

PROPOSED BHS
GRANNY WHITE
CONNECTOR

ARROWHEAD DRIVE

1" = 20' (Approx.)

SHEET 1 OF 1

21
This Instrument Prepared By:
State of Tennessee
Office of Planning and Development
Suite 1700, James K. Polk Building
Nashville, Tennessee 37219-5181

VOL 566 PAGE 192

12-41

QUITCLAIM DEED

24
For and in consideration of the sum of Five Hundred Thousand Dollars (\$500,000.00) cash in hand paid, the receipt of which is hereby acknowledged, the State of Tennessee, acting by the Commissioner of the Department of Finance and Administration, with the approval of the Governor and the Attorney General, acting under the authority of Tennessee Code Annotated, Section 12-2-112, hereby quitclaims all its rights, title and interest unto the City of Brentwood, the following described real estate located in the County of Williamson, Tennessee, and being more particularly described as follows:

Land lying wholly within the Fifteenth Civil District of Williamson County, Tennessee and more particularly described according to a survey made by Edward L. Adams, R.L.S. #1139, dated August 22, 1985 as follows, "to-wit:

Beginning at an iron pin located in the centerline of an abandoned road, said iron pin further described as being the Southeast corner of Thomas W. Holzen as recorded in Deed Book 498, page 336, R.O.W.C. and being the Northeast corner of the herein described property; thence continuing with the centerline of said abandoned road South 55 degrees 58' 13" East 429.00 feet to an iron pin; thence South 43 degrees 09' 22" East 132.00 feet to an iron pin; thence South 36 degrees 31' 32" East 641.00 feet to an iron pin located in the north line of the Williamson County Board of Education property as recorded in Deed Book 175, page 9 R.O.W.C.; thence leaving said abandoned road and continuing with the north line of the Board of Education property South 73 degrees 03' 35" West 1503.37 feet to a railroad spike located in the centerline of Granny White Pike; thence with the same North 17 degrees 06' 41" West 1025.50 feet to a railroad spike; thence leaving said road and running generally with a fence North 71 degrees 16' 11" East 963.57 feet to the point of beginning, containing 30.86 acres, more or less.

The tract of land hereinabove described is all of the property conveyed to the State of Tennessee by deed from John Oman, Jr., et ux, of record in Deed Book 85, page 419, Register's Office of Williamson County, Tennessee, and includes all of the property heretofore conveyed by deed from E. A. Robertson, et ux, of record in Deed Book 83, page 500, Register's Office of Williamson County, Tennessee and includes all of the property heretofore conveyed to John Oman, Jr. by deed of Blanch P. Smith of record in Deed Book 83, page 499, Register's Office of Williamson County, Tennessee.

Said property is subject to the conveyance of E. A. Robertson to the Tennessee Electric Power Company of record in Deed Book 64, page 184, in the Register's Office of Williamson County, Tennessee, conveying a certain electric line and an easement for ingress and egress for maintenance of said line.

This conveyance is subject to the following condition that the City of Brentwood, Williamson County, Tennessee will not transfer or sell any interest to a third party with the exception of easements necessary for electrical, sewer or roadway in the above described property for a period of ten (10) years.

TO HAVE AND TO HOLD said real estate, together with all improvements thereon, unto the City of Brentwood, Williamson County, Tennessee forever.

IN WITNESS WHEREOF, the signature of the STATE OF TENNESSEE has been hereunto affixed by the Commissioner of Finance and Administration, with the approval of the Governor and the Attorney General, as evidenced by their signatures hereunto affixed this the 26TH day of SEPTEMBER, 1985.

STATE OF TENNESSEE

BY:

Hubert L. McCallough
Commissioner
Finance & Administration

APPROVED:

Carman A. Alexander
Governor

[Signature]
Attorney General

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

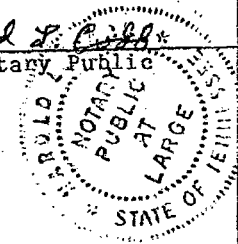
VOL 566 PAGE 194

Before me, HAROLD L. COBB, of the State and County
aforesaid, personally appeared HUBERT L. McCULLOUGH, or proved to
me on the basis of satisfactory evidence, and who, upon oath,
acknowledged himself to be the Commissioner of Finance and
Administration, and that he as such Commissioner, being
authorized so to do, executed the foregoing instrument for the
purpose therein contained by signing the name of the State of
Tennessee by himself as Commissioner.

Harold L. Cobb
Notary Public

My Commission Expires:

4/19/87



WILLIAMSON COUNTY
STATE OF TENNESSEE
J.D. BENNETT, JR.
REGISTER OF DEEDS
1985 DEC 16 PM 3:35

Note Book 37 Page 132
Record Book 566 Page 192
State Tax _____ Fee _____ Recording 12.00
Rec. No. 42014 Total Pd. _____

ORDINANCE 2017-09

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE TRANSFER OF OWNERSHIP OF A 0.85 +/- ACRE PARCEL, LOCATED IN THE SOUTHWEST CORNER OF GRANNY WHITE PARK TO THE WILLIAMSON COUNTY BOARD OF EDUCATION

WHEREAS, a 30.86± acre parcel was conveyed to the City of Brentwood by the State of Tennessee in 1985; and

WHEREAS, said parcel has been developed and used since 1985 by the City of Brentwood as active parkland known as Granny White Park; and

WHEREAS, the City of Brentwood and the Williamson County Board of Education have agreed to the transfer of 0.85 +/- acres at the southwest corner within Granny White Park, adjacent to the Brentwood Middle School property owned by the Williamson County Board of Education; and

WHEREAS, the City of Brentwood desires to transfer ownership of said parcel to the Williamson County Board of Education, and the Board of Education has voted to accept ownership.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the transfer of ownership to the Williamson County Board of Education of a 0.85± parcel is hereby authorized, said parcel being described on Attachment A and being shown on Attachment B, said attachments being made a part of this ordinance by reference.

SECTION 2. That the Mayor is hereby authorized to execute a deed and any other necessary legal documents on behalf of the City of Brentwood to transfer ownership of said parcel in accordance with this ordinance, subject to the approval of said documents by the City Attorney.

SECTION 3. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED: 1st reading 5-8-2017
2nd reading 5/22/2017

PUBLIC HEARING

Notice published in: Tennessean (Williamson)
Date of publication: _____
Date of hearing: n/a

Jill Burgin
MAYOR Jill Burgin

PLANNING COMMISSION n/a

NOTICE OF PASSAGE
Notice published in: n/a
Date of publication: _____

EFFECTIVE DATE 5/23/2017

Deborah Hedgepath
RECORDER Deborah Hedgepath

Approved as to form:

Roger A. Horner
CITY ATTORNEY Roger A. Horner

**ATTACHMENT A
LEGAL DESCRIPTION
ORDINANCE 2017-09**

Being a tract of land lying in the 15th Civil District of the City of Brentwood, Williamson County, Tennessee, and being more particularly described as follows:

BEGINNING at an existing iron rod at the intersection of the northerly property line of the property of the Williamson County Board of Education, as of record in Deed Book 261, Page 87, in the Register's Office for Williamson County, Tennessee, and the easterly right-of-way line of Granny White Pike, 75 feet in width;

Thence with the easterly right-of-way line of Granny White Pike, North 07 Degrees 07 Minutes 13 Seconds East, 195.05 feet to an iron rod set;

Thence leaving the easterly right-of-way line of Granny White Pike, with a severance line through the property of The City of Brentwood, as of record in Deed Book 566, Page 192, in the Register's Office for Williamson County, Tennessee, along a curve to the left, with an arc length of 27.49 feet, the radius of which is 30.00 feet, the central angle of which is 52 Degrees 30 Minutes 23 Seconds, the chord of which is South 55 Degrees 51 Minutes 04 Seconds East, 26.54 feet to an iron rod set;

Thence South 82 Degrees 06 Minutes 15 Seconds East, 16.49 feet to an iron rod set;

Thence along a curve to the right, with an arc length of 67.75 feet, the radius of which is 104.00 feet, the central angle of which is 37 Degrees 19 Minutes 32 Seconds, the chord of which is South 63 Degrees 26 Minutes 29 Seconds East, 66.56 feet to an iron rod set;

Thence along a curve to the right, with an arc length of 33.08 feet, the radius of which is 55.00 feet, the central angle of which is 34 Degrees 27 Minutes 37 Seconds, the chord of which is South 27 Degrees 32 Minutes 55 Seconds East, 32.58 feet to an iron rod set;

Thence South 10 Degrees 19 Minutes 06 Seconds East, 27.59 feet to an iron rod set;

Thence along a curve to the left, with an arc length of 81.79 feet, the radius of which is 75.00 feet, the central angle of which is 62 Degrees 28 Minutes 48 Seconds, the chord of which is South 41 Degrees 33 Minutes 30 Seconds East, 77.79 feet to an iron rod set;

Thence South 72 Degrees 47 Minutes 54 Seconds East, 356.70 feet to an iron rod set;

Thence along a curve to the left, with an arc length of 12.18 feet, the radius of which is 75.00 feet, the central angle of which is 09 Degrees 18 Minutes 21 Seconds, the chord of which is South 77 Degrees 27 Minutes 05 Seconds East, 12.17 feet to an iron rod set in the northerly property line of said Williamson County Board of Education;

Thence with the northerly property line of the Williamson County Board of Education, North 82 Degrees 06 Minutes 15 Seconds West, 551.47 feet to the POINT OF BEGINNING.

Containing 37,154 Square Feet (0.85 Acres more or less).

Being a portion of the same property conveyed to of The City of Brentwood, as of record in Deed Book 566, Page 192, in the Register's Office for Williamson County, Tennessee.

Attachment B to Ordinance 2017-09

BOUNDARY EXHIBIT
PORTION of MAP 12, PARCEL 41.00
DEED BOOK 566, PAGE 192, R.O.W.C., TN
15th CIVIL DISTRICT
THE CITY of BRENTWOOD
WILLIAMSON COUNTY, TENNESSEE
FILE No. 1702G008 (RD EXHIBIT) DATE: APRIL 18, 2017

PREPARED FOR
Williamson County Schools
1320 West Main Street, Suite 202
Franklin, TN 37064

TENNESSEE STATE PLANE
NAD-83 NAVD-88

Granny White Park
 Map 12, Parcel 41.00
 City of Brentwood
 Deed Book 566, Page 192
 R.O.W.C., TN

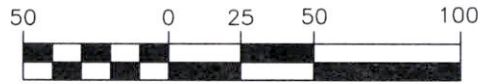
Surveyor's Certification of Accuracy

I hereby certify this is a Category I (Urban and Subdivision) Survey and the Survey was performed in accordance with the Current Standards of Practice for Surveyors in Tennessee and the unadjusted closure is 1:10,000 or greater.

L. Kevin Morehead
 Professional Surveyor

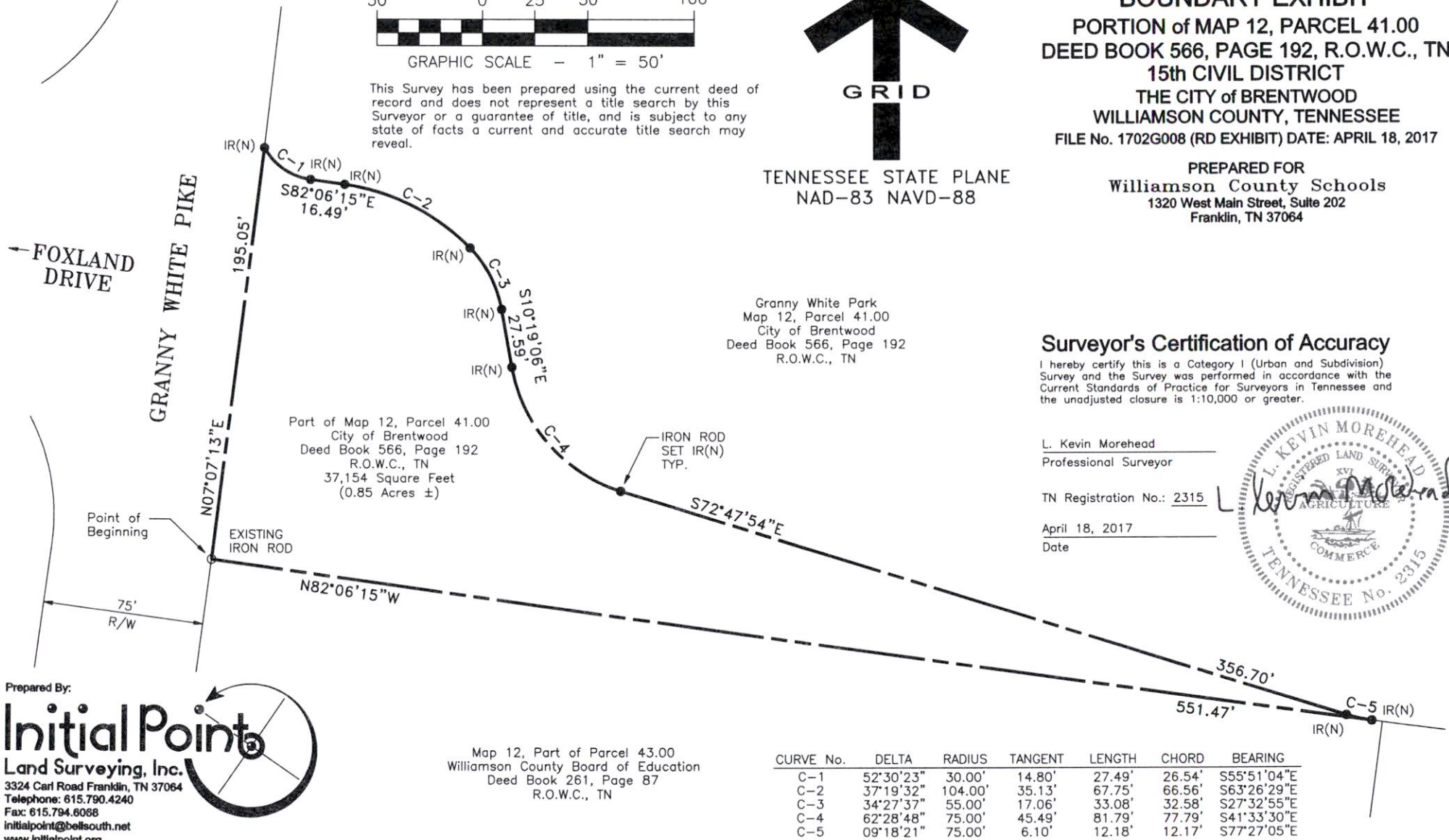
TN Registration No.: 2315

April 18, 2017
 Date



GRAPHIC SCALE - 1" = 50'

This Survey has been prepared using the current deed of record and does not represent a title search by this Surveyor or a guarantee of title, and is subject to any state of facts a current and accurate title search may reveal.



Prepared By:

Initial Point
 Land Surveying, Inc.

3324 Carl Road Franklin, TN 37064
 Telephone: 615.790.4240
 Fax: 615.794.6068
 initialpoint@bellsouth.net
 www.initialpoint.org

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Resolution 2017-30 - Authorizing Changes to the OSRD Development Plan for the Sonoma Subdivision

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Resolution 2017-30 authorizes changes to the OSRD Development Plan for the Sonoma Subdivision. The project is located on the south side of Split Log Road, approximately 0.42 miles east of its intersection with Ragsdale Road.

Background

Resolution 2017-30 authorizes changes to the OSRD Development Plan for the Sonoma Subdivision. The proposal requests removal of the requirement to construct a four-foot wide mulch surface trail that meandered through Open Space Area Number Two. The trail was to begin in Section One, between two houses located at 1837 and 1839 Sonoma Trace and meander through the open space, and was to terminate on Boushaine Pass in Section Three of the project. The trail was never constructed. Staff currently holds security for the project, which includes the trail, but has advised the developer the security will not be released until the issue was resolved through the established approval process.

Due to the slopes in the open space area where the trail was proposed, some in excess of 25%, concerns were raised about the ability of the homeowner's association (HOA) to properly maintain the trail. Turnberry Homes, LLC negotiated an agreement with the HOA to exclude the construction of the walking trail as part of the development of the subdivision. The HOA agreed to the change. A copy of the HOA's acknowledgement and approval of the requested change is attached below.

On May 1, 2017, the Planning Commission voted to approve the proposed revisions to the OSRD Development plan. As part of its review, the Planning Commission also voted to forward a recommendation of approval of the corresponding changes to the OSRD Development Plan to the Board of Commissioners.

Should you have any questions or require additional information, please contact the Planning and Codes Director.

Staff Recommendation

Staff recommends approval of Resolution 2017-30.

Previous Commission Action

The property that includes the Sonoma Subdivision was annexed into the City pursuant to Ordinance 2007-07, which was approved by the Board of Commissioners on second and final reading on March 26, 2007. At the time of annexation it was assigned the OSRD zoning classification.

Fiscal Impact

Attachments

Resolution 2017-30

Exhibit A

HOA Authorization

Original Plan

PC Approval Letter

Signed Resolution

RESOLUTION 2017-30

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO APPROVE A
REVISION TO THE DEVELOPMENT PLAN FOR THE SONOMA SUBDIVISION,
PROVIDING FOR AN ALTERATION IN THE IMPROVEMENTS WITHIN THE OPEN
SPACE PROVIDED WITHIN THE SUBDIVISION**

WHEREAS, Section 78-185(b) of the Code of Ordinances of the City of Brentwood, Tennessee requires that any alteration of vehicle access for the development to existing public streets, or alteration of the permanent use of open space within an OSRD or OSRD-IP development or in the type or location of structures, facilities or recreation improvements within such open space be submitted to the Planning Commission for its review and recommendation and to the Board of Commissioners for its approval by resolution; and

WHEREAS, changes relating to the OSRD Development Plan for the Sonoma subdivision are proposed, providing for an alteration to the improvements in the open space provided; and

WHEREAS, the proposed revisions to the project would remove the requirement that a four-foot wide mulch surfaced trail meandering through a portion of the permanent open space be eliminated from the plan for the subdivision; and

WHEREAS, the Planning Commission has recommended that the Board of Commissioners approve the proposed open space changes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the proposed revision to the OSRD Development Plan for the Sonoma Subdivision are hereby approved, providing for an alteration to the improvements in the permanent open space, as shown on Exhibit A, which is made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Jill Burgin

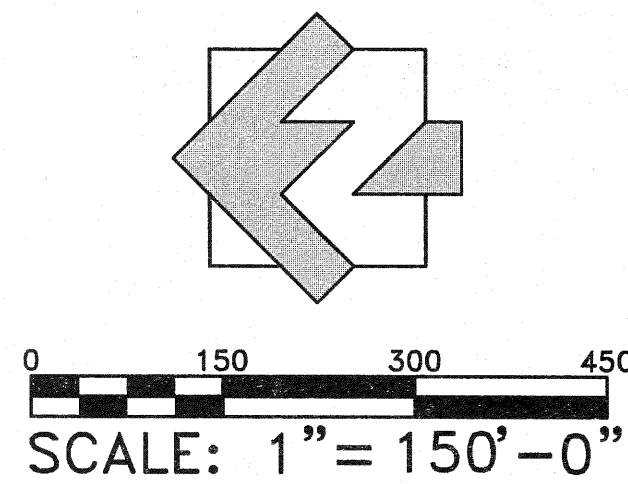
ADOPTED: _____

Approved as to form:

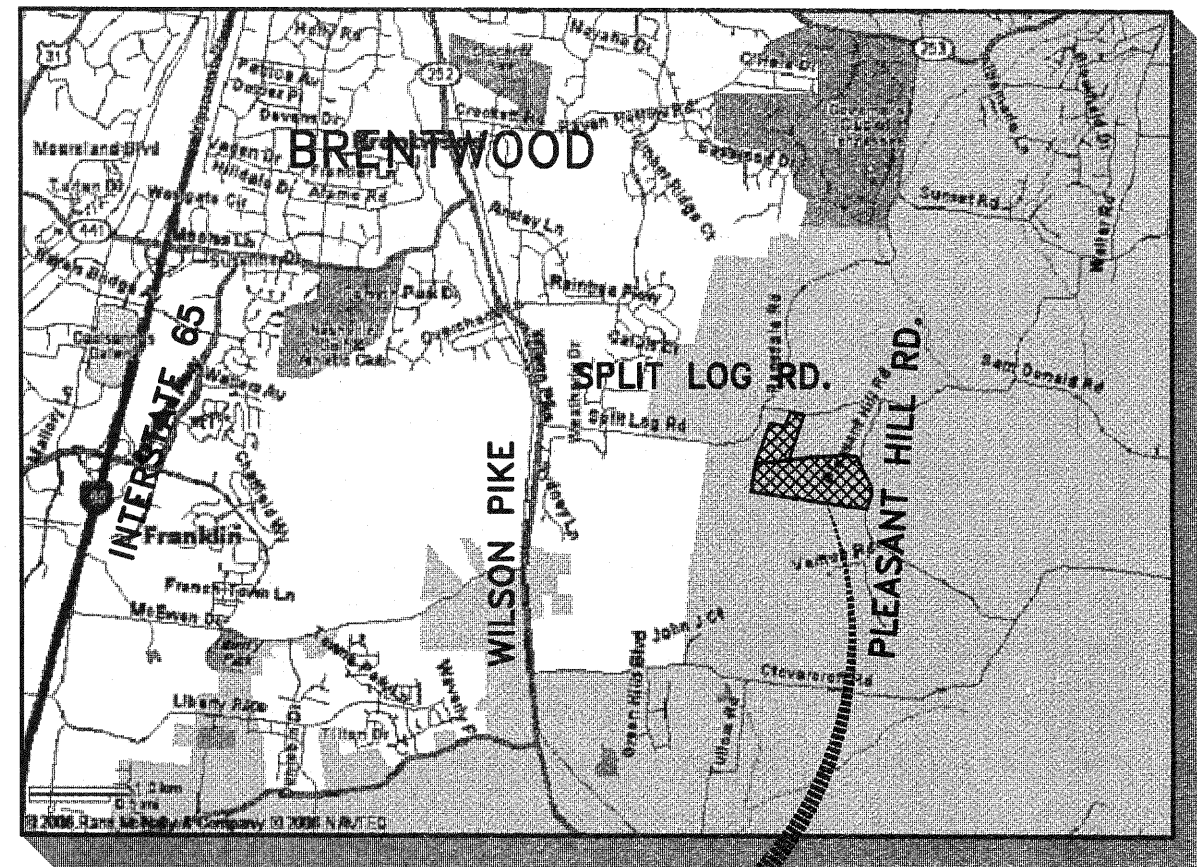
RECORDER Deborah Hedgepath

CITY ATTORNEY Roger A. Horner

ALL LAND AREA TABULATIONS TAKEN FROM
SURVEY INFORMATION PROVIDED BY OTHERS.
LOSE AND ASSOCIATES, INC. ACCEPTS NO
RESPONSIBILITY FOR THE ACCURACY OF SURVEY
INFORMATION PROVIDED BY OTHERS



SITE VICINITY MAP



SITE
NOT TO SCALE

DEVELOPMENT SITE TABLE: SONOMA, BRENTWOOD, TENNESSEE

4/29/2011

LOSE & ASSOCIATES NO: 06111-1

GENERAL NOTES AND INFORMATION

- The subject property consists of Parcels 8 and 18 of Map 60, Parcel 25.01 of Map 55, including 9 acres from the west side of Parcel 6.01 of Map 60, Williamson County, TN.
- Existing zoning: (according to Williamson County tax maps)
OSRD: Open Space Residential
- Total site area = 84.39 Acres
- Boundary information provided by Volunteer Surveying. Topographic information provided by City of Brentwood GIS. Lose & Associates accepts no responsibility for inaccuracies of base information provided.
- Total lots proposed: 66
- Proposed density: 78 DUA (Maximum allowed = 1 DUA)
- Minimum lot width at building setback: 110' for standard lots; 120' for transitional lots
- Minimum Building Setbacks:
Front: 50' Rear abutting boundary: 35'
Rear: 30' Side abutting street: 30'
Side: 15'/25' or 20'/20'
- All electric service for the proposed development shall be underground. All public utilities shall be subject to the approval of the applicable utility provider.
- The existing vegetation in the open space is to remain preserved. It is the intent to also preserve the existing vegetation within the proposed lot areas as much as possible in order to promote a mature neighborhood environment.
- Options and Developer:
Turnberry Homes
Mr. Nicky Wells
210 Jamestown Park Drive
Suite 102
Brentwood, TN 37027
Applicant:
Lose & Associates
Mr. Michael Black
1314 5th Avenue North
Suite 200
Nashville, TN 37208
- A review of FIRM map number 47187 C0230F, revised 09-29-2006, Williamson County, Tennessee and unincorporated areas, revealed that no portion of the subject property lies within 100 year flood plain.
- All areas of the proposed development having a slope greater than 25% shall remain in permanent open space. No lots shall contain any contiguous portion of slopes greater than 24.9% slope.

LOT DATA

LOT NO.	LOT SIZE (S.F.)	(ACRES)	LOT NO.	LOT SIZE (S.F.)	(ACRES)
1*	27452	0.63	34	18143	0.42
2*	22307	0.51	35	19080	0.44
3	21783	0.50	36	20123	0.46
4*	18978	0.44	37	19693	0.45
5*	16702	0.38	38*	17606	0.40
6	16843	0.39	39*	17713	0.41
7	16773	0.39	40*	17714	0.41
8*	16599	0.38	41*	17715	0.41
9*	22638	0.52	42*	18895	0.43
10*	24201	0.56	43	17935	0.41
11*	22328	0.51	44	17440	0.40
12*	22205	0.51	45	17600	0.40
13*	22205	0.51	46	17600	0.40
14*	22205	0.51	47	17470	0.40
15*	22659	0.52	48	18291	0.42
16*	27888	0.64	49	18329	0.42
17*	25785	0.59	50	19653	0.45
18*	23124	0.53	51	22384	0.51
19*	26341	0.62	52	18147	0.42
20*	25579	0.59	53	26879	0.62
21*	22334	0.51	54*	27090	0.62
22*	21774	0.50	55*	24280	0.56
23*	24894	0.57	56*	26240	0.60
24*	22451	0.52	57*	26930	0.60
25*	24365	0.56	58*	26676	0.61
26*	25876	0.59	59	25309	0.58
27	25761	0.59	60	19061	0.44
28*	22825	0.53	61	17549	0.40
29	20301	0.47	62*	18197	0.42
30	21925	0.50	63*	23300	0.53
31	24264	0.55	64*	23448	0.54
32	20451	0.47	65*	23695	0.54
33	16976	0.43	66*	23153	0.53

Note: All Transitional Lots (with slopes of 15-24.9%) are marked with an asterisk.

1418749.20 TOTAL S.F. AREA IN LOTS
32.57 TOTAL AC. OF AREA IN LOTS

OSRD CALCULATIONS

TOTAL SITE AREA:
84.39 AC.
LESS RIGHT OF WAY:
0.43 AC.
LESS PLEASANT HILL RIGHT OF WAY DEDICATION:
0.20 AC.
LESS SPLIT LOG ROAD RIGHT OF WAY DEDICATION:
0.20 AC.

TOTAL:

LESS AREA IN 25% OR GREATER SLOPES:
PLUS 25% OF AREA IN 25% OR GREATER SLOPES:
LESS AREA IN FLOODWAY:
PLUS 25% OF AREA IN FLOODWAY:
LESS AREA IN ELECTRICAL, NATURAL & GAS EASEMENTS:
PLUS 25% AREA IN ELECTRICAL, NATURAL & GAS ESMTS:

TOTAL USEABLE LAND AREA:
LESS AREA IN LOTS > 1 ACRE:

TOTAL LAND AREA AVAILABLE:

TOTAL LAND AREA REQUIRED AT 1 DPU PER ACRE
TOTAL LAND AREA PROVIDED IN LOTS

TOTAL OPEN SPACE REQUIRED:
TOTAL OPEN SPACE PROVIDED:
EXCESS OPEN SPACE PROVIDED:

Total Site	Section One	Section Two	Section Three
84.39 Ac.	59.15 Ac.	12.01 Ac.	13.23 Ac.
7.49 Ac.	4.34 Ac.	1.68 Ac.	1.17 Ac.
0.43 Ac.	0.43 Ac.		
0.20 Ac.	0.20 Ac.		
76.57 Ac.	54.18 Ac.	10.33 Ac.	12.06 Ac.
10 Ac.	8.14 Ac.	1.48 Ac.	0.38 Ac.
2.5 Ac.	2.04 Ac.	0.37 Ac.	0.1 Ac.
0 Ac.	0 Ac.	0 Ac.	0 Ac.
0 Ac.	0 Ac.	0 Ac.	0 Ac.
0 Ac.	0 Ac.	0 Ac.	0 Ac.
0 Ac.	0 Ac.	0 Ac.	0 Ac.
69.07 Ac.	48.08 Ac.	9.22 Ac.	11.78 Ac.
0 Ac.	0 Ac.	0 Ac.	0 Ac.
69.07 Ac.	48.08 Ac.	9.22 Ac.	11.78 Ac.
66.00 Ac.	32.00 Ac.	19.00 Ac.	15.00 Ac.
32.57 Ac.	16.08 Ac.	9.23 Ac.	7.26 Ac.
33.43 AC.	15.92 AC.	9.77 AC.	7.74 AC.
44.00 AC.	38.09 AC.	1.14 AC.	4.77 AC.
10.57 AC.	22.17 AC.	-8.53 AC.	-2.97 AC.



THIS DRAWING AND THE DESIGN SHOWN IS
THE PROPERTY OF THE DESIGNER.
REPRODUCTION, COPYING, OR USE OF THIS
DRAWING WITHOUT THE WRITTEN CONSENT
IS PROHIBITED AND ANY VIOLATION IS
SUBJECT TO LEGAL ACTION.



SONOMA
PRELIMINARY PLAT REVISION
PREPARED FOR
TURNBERRY HOMES
BRENTWOOD, TENNESSEE

REVISIONS

NO.	DATE	BY	COMMENTS
1	4/7/08	MLB	PER CLIENT
2	5/17/10	MLB	PER CLIENT
3	2/21/11	MLB	PER CLIENT
4	5/03/11	MLB	PER CLIENT
5	4/28/11	MLB	PER CLIENT
6	6/07/11	MLB	PER CLIENT
7	5/29/12	MLB	PER SURVEYOR
8	7/19/12	MLB	PER CITY

SHEET TITLE

OVERALL SITE
LAYOUT PLAN
(REVISED)

PROJECT NUMBER/DATE
06111-1 5/27/08

DRAWN BY
MLB

CHECKED BY
MLB

SCALE
1"=150'

SHEET NUMBER
C1.00

Sonoma

Homeowners' Association

2200 21st Ave South, Suite 200 * Nashville, Tennessee 37212

Phone: [\(615\) 383-1777 ext. 34](tel:(615)383-1777) Fax: [\(615\) 383-2260](tel:(615)383-2260)

E-mail: cbarnhill@timmonsprop.com

February 24, 2017

City of Brentwood Planning and Codes
5211 Maryland Way
Brentwood, TN 37024

RE: Owner Authorization
Sonoma Development, Preliminary Plat Revision
Split Log Road, Brentwood, TN

City of Brentwood Planning Staff,

I am writing this letter to authorize the Turnberry Homes, LLC to submit for review and approval of a revision to the Preliminary Plat for the Sonoma Subdivision. The revision consists solely of removing the mulch trails from the plan as previously approved by this HOA.

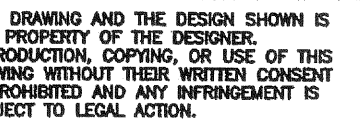
Respectfully,

 3/9/2017
Name Date

HOA President
Title

 3-9-2017
Name Date

HOA Vice President

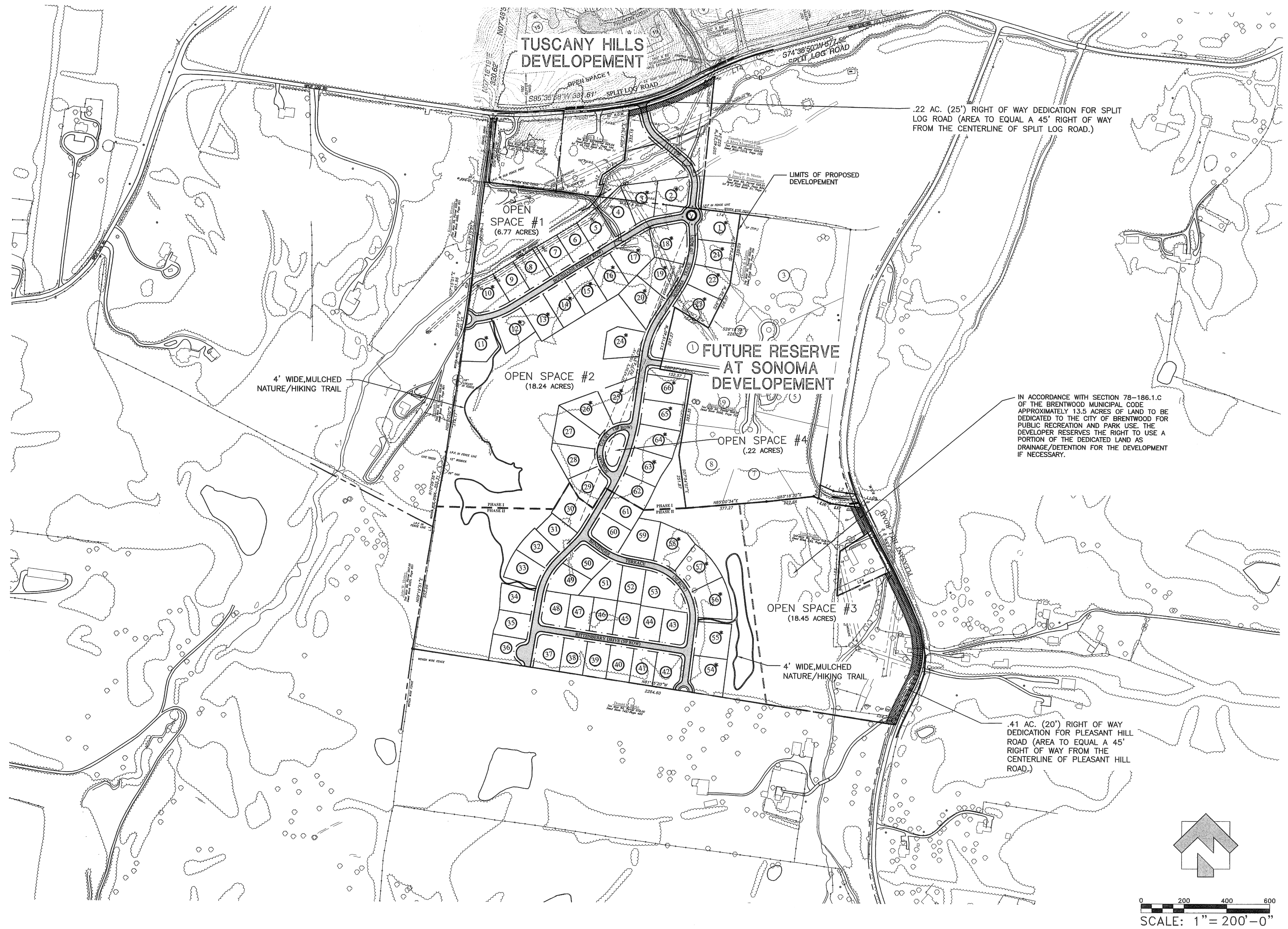


SUNOMA
PRELIMINARY PLANS
PREPARED FOR
TURNBERRY HOMES
BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE

[illegible]

**SITE
LAYOUT PLAN
OVERALL**

ECT NUMBER	DATE
111	04/18/07
IN BY	SCALE
ED BY	1' - 200'
T NUMBER	
C1.00	



3:06111 Rittenberry\Shoots\C1.00.dwg, 4/19/2007 10:34:41 AM



City of Brentwood

May 9, 2017

Mr. Nicky Wells
Turnberry Homes
210 Jamestown Park Drive, Suite 102
Brentwood, TN 37027

**RE: BPC1702-004 REVISED PRELIMINARY PLAN – SONOMA SUBDIVISION,
SOUTH SIDE OF SPLIT LOG ROAD**

Dear Mr. Wells:

At its May 1, 2017, regular meeting, the Brentwood Planning Commission voted to approve a revised preliminary plan for the Sonoma Subdivision. The revised plan eliminates the previously approved four-foot wide, mulch surfaced walking trail in the open space. Also as part of the review, the Planning Commission also voted to forward a recommendation of approval of the corresponding changes to the OSRD Development Plan to the Board of Commissioners.

This approval is subject to the following conditions, which are to be addressed to the satisfaction of City staff.

1. Because the request proposes changes to the improvements within the open space for the project approval of the corresponding changes to the OSRD Development Plan must be approved by the Board of Commissioners.
2. A preliminary plan shall be vested for a period of three years from the date of approval. Approval of a preliminary plan shall become effective upon the date the planning commission votes to approve the plan.
3. Add the following note to the Preliminary Plan;

*This site plan is subject to a three year vesting period, during which the development standards in effect on the date of approval will remain the standards applicable to this plan. If construction is not completed during the first three years, the original site plan is considered a preliminary site plan and the applicant must obtain approval of a final site plan. Development of the property shown on this plan may be subject to standards other than those that were applicable during the vesting period. The Initial vesting period for this plan expires on **MAY 1, 2020**, unless extended by the City of Brentwood. Persons relying on this plan after said date should contact the City of Brentwood to determine if development may continue as depicted on the plan.*

4. Failure to comply with any condition of approval as required may result in re-appearance before the Planning Commission to address any deficiencies. Delays of project actions

may also occur, such as issuance of permits recordation of the final plat and extensions to approvals.

5. Any changes to plans approved by the Planning Commission will require staff review and re-approval by the Planning Commission.
6. Development of this project shall comply with all applicable codes and ordinances of the City of Brentwood.
7. All previous conditions placed on the project by the Planning Commission shall remain applicable to the project.
8. Approval of the proposed plan shall be limited to the illustrations and plans presented to the Planning Commission for review and approval on **May 1, 2017**. Any changes to Planning Commission approved plans and specifications will require staff review and re-approval by the Planning Commission.

All previous conditions placed on the project by the Planning Commission shall remain applicable to the project.

Should you have any questions or require additional information, please feel free to call any member of the planning staff at 615.371.2204.

Sincerely,



Jeff Dobson
Planning and Codes Director

RESOLUTION 2017-30

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO APPROVE A REVISION TO THE DEVELOPMENT PLAN FOR THE SONOMA SUBDIVISION, PROVIDING FOR AN ALTERATION IN THE IMPROVEMENTS WITHIN THE OPEN SPACE PROVIDED WITHIN THE SUBDIVISION

WHEREAS, Section 78-185(b) of the Code of Ordinances of the City of Brentwood, Tennessee requires that any alteration of vehicle access for the development to existing public streets, or alteration of the permanent use of open space within an OSRD or OSRD-IP development or in the type or location of structures, facilities or recreation improvements within such open space be submitted to the Planning Commission for its review and recommendation and to the Board of Commissioners for its approval by resolution; and

WHEREAS, changes relating to the OSRD Development Plan for the Sonoma subdivision are proposed, providing for an alteration to the improvements in the open space provided; and

WHEREAS, the proposed revisions to the project would remove the requirement that a four-foot wide mulch surfaced trail meandering through a portion of the permanent open space be eliminated from the plan for the subdivision; and

WHEREAS, the Planning Commission has recommended that the Board of Commissioners approve the proposed open space changes.

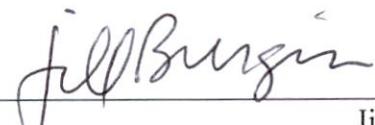
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the proposed revision to the OSRD Development Plan for the Sonoma Subdivision are hereby approved, providing for an alteration to the improvements in the permanent open space, as shown on Exhibit A, which is made a part of this resolution by reference.

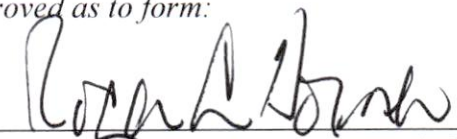
SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

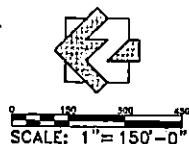
ADOPTED: 6/22/2017


RECORDER Deborah Hedgepath

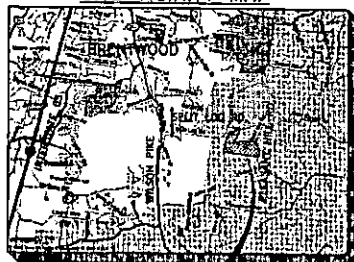

MAYOR Jill Burgin

Approved as to form:

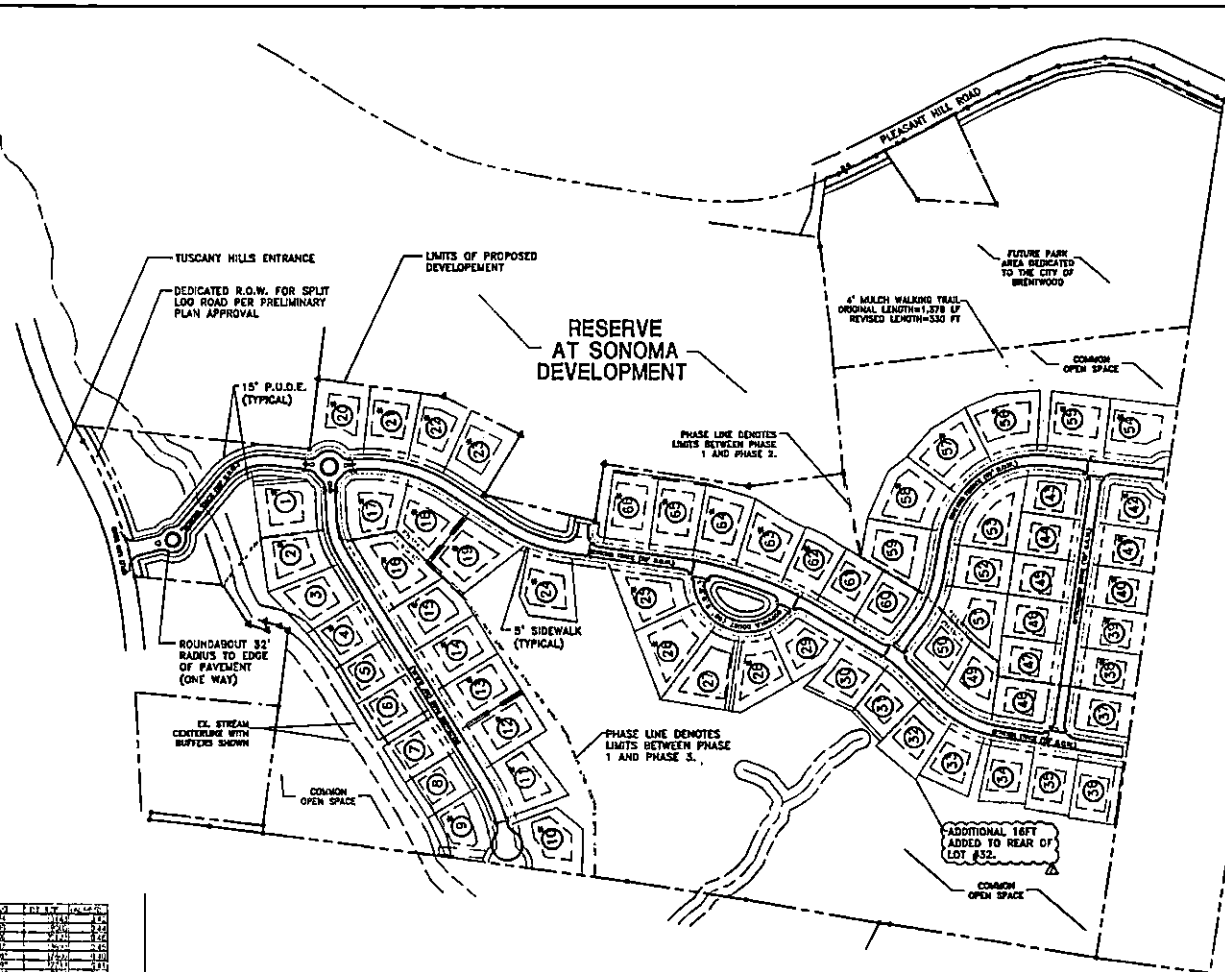

CITY ATTORNEY Roger A. Horner



SITE VICINITY MAP



SITE
NOT TO SCALE

[illegible]

LOT DATA						
LOT #	LOT AREA (SQ. FT.)	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT
1	111	111	111	111	111	111
2	112	112	112	112	112	112
3	113	113	113	113	113	113
4	114	114	114	114	114	114
5	115	115	115	115	115	115
6	116	116	116	116	116	116
7	117	117	117	117	117	117
8	118	118	118	118	118	118
9	119	119	119	119	119	119
10	120	120	120	120	120	120
11	121	121	121	121	121	121
12	122	122	122	122	122	122
13	123	123	123	123	123	123
14	124	124	124	124	124	124
15	125	125	125	125	125	125
16	126	126	126	126	126	126
17	127	127	127	127	127	127
18	128	128	128	128	128	128
19	129	129	129	129	129	129
20	130	130	130	130	130	130
21	131	131	131	131	131	131
22	132	132	132	132	132	132
23	133	133	133	133	133	133
24	134	134	134	134	134	134
25	135	135	135	135	135	135
26	136	136	136	136	136	136
27	137	137	137	137	137	137
28	138	138	138	138	138	138
29	139	139	139	139	139	139
30	140	140	140	140	140	140
31	141	141	141	141	141	141
32	142	142	142	142	142	142
33	143	143	143	143	143	143
34	144	144	144	144	144	144
35	145	145	145	145	145	145
36	146	146	146	146	146	146
37	147	147	147	147	147	147
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Note: All 2-methylated Lys, with groups at 16-22 DAs are marked with an asterisk.

1978/09/28 TOTAL S.F. AREA IN LOTS
3237 TOTAL AC. OF AREA IN LOTS

USE CALCULATIONS		Total Site	Garage Only	Resident Area	Resident Porch
TOTAL SITE AREA		23.97 AC	26.19 AC	19.91 AC	15.93 AC
LESS RIGHT OF WAY:		7.16 AC	0.00 AC	1.68 AC	1.97 AC
LESS PLANNING WELL RIGHT OF WAY DEDICATION:		0.17 AC	0.00 AC	0.00 AC	0.00 AC
LESS DRAFT ROAD RIGHT OF WAY DEDICATION:		0.26 AC	0.29 AC	0.00 AC	0.00 AC
TOTAL:		16.19 AC	16.19 AC	18.13 AC	13.96 AC
LESS AREA IN 2% OR GREATER SLOPES:		18.42 AC	8.54 AC	1.48 AC	0.30 AC
PLUS 20% OF AREA IN 2% OR GREATER SLOPES:		3.68 AC	1.71 AC	0.30 AC	0.00 AC
LESS AREA IN FLOODWAY:		0.04 AC	0.00 AC	0.00 AC	0.00 AC
PLUS 2% OF AREA IN FLOODWAY:		0.08 AC	0.00 AC	0.00 AC	0.00 AC
LESS AREA IN ELECTRICAL, NATURAL, & GAS EASEMENTS:		0.00 AC	0.00 AC	0.00 AC	0.00 AC
PLUS 20% AREA IN ELECTRICAL, NATURAL, & GAS EASEMENTS:		0.00 AC	0.00 AC	0.00 AC	0.00 AC
TOTAL USABLE LAND AREA:		16.09 AC	16.09 AC	18.03 AC	13.96 AC
LESS AREA IN LOTS - 1 ACRE:		0.00 AC	0.00 AC	0.00 AC	0.00 AC
TOTAL LAND AREA AVAILABLE:		16.09 AC	16.09 AC	18.03 AC	13.96 AC
TOTAL LAND AREA REQUIRED AT 1 SPU PER ACRE:		16.09 AC	16.09 AC	18.03 AC	13.96 AC
TOTAL LAND AREA AVAILABLE IN LOTS:		13.17 AC	13.17 AC	13.17 AC	13.17 AC
TOTAL OPEN SPACE PROVIDED:		11.73 AC	11.73 AC	11.73 AC	11.73 AC
TOTAL OPEN SPACE PROVIDED:		11.73 AC	11.73 AC	11.73 AC	11.73 AC
EXCESS OPEN SPACE PROVIDED:		10.17 AC	10.17 AC	10.17 AC	10.17 AC

Furnberry
HOMES



SONOMA
PRELIMINARY PLAT REVISION
PREPARED FOR
TURNBERRY HOMES
BRENTWOOD, TENNESSEE

NO.	DATE	BY	COMMENT
1	5/27/78	MLB	PER CLER
2	5/27/78	MLB	PER CLER
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5	5/27/78	MLB	PER CLER
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SHEET TITLE

OVERALL SITE
LAYOUT PLAN
(REVISED)

PROJECT MANAGER/DATE
00TTP-1 5/27/78

DRAWN BY
MLB SCALE

CHECKED BY
MHW 1"=150'

DATE FOR PLOT

C1.00

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Resolution 2017-31 - Authorizing Changes to the OSRD Development Plan for the Chestnut Springs Subdivision

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Resolution 2017-31 authorizes changes to the OSRD Development Plan for the Chestnut Springs. The project is located on the south side of Concord Road, approximately 0.40 miles west of its intersection with Waller Road.

Background

Resolution 2017-31 authorizes changes to the OSRD Development Plan for the Chestnut Springs subdivision. The proposal requests approval of a replacement design for the entrance feature and signage design.

The entrance features are located at the intersection of Concord Road and Chestnut Springs Road, in the arterial road buffer for the subdivision. The proposed design is smaller than what was originally approved for the subdivision. The new design will be lighted using ground mounted LED landscaping lighting.

Please note that the previous entrance features were removed as part of the recently completed Concord Road widening project. The homeowner's association was compensated for the removal of the former entrance features.

Because the request affects the improvements within the permanent open space, approval of the revised OSRD Development Plan by the Board of Commissioners is necessary.

On May 1, 2017, the Planning Commission voted to approve the proposed revisions to the preliminary plan. As part of its review, the Planning Commission also voted to forward a recommendation of approval of the corresponding changes to the OSRD Development Plan to the Board of Commissioners.

Should you have any questions or require additional information, please contact the Planning and Codes Director.

Staff Recommendation

Staff recommends approval of Resolution 2017-31.

Previous Commission Action

The Chestnut Springs subdivision and the surrounding area were annexed into the City in 2001.

Fiscal Impact

Attachments

Resolution 2017-31

Exhibit A -- Site Plan

Location Map

Previous Design -- 2011

PC Approval Letter

Signed Resolution

RESOLUTION 2017-31

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO APPROVE A
REVISION TO THE DEVELOPMENT PLAN FOR THE CHESTNUT SPRINGS
SUBDIVISION, PROVIDING FOR AN ALTERATION IN THE IMPROVEMENTS
WITHIN THE OPEN SPACE PROVIDED WITHIN THE SUBDIVISION**

WHEREAS, Section 78-185(b) of the Code of Ordinances of the City of Brentwood, Tennessee requires that any alteration of vehicle access for the development to existing public streets, or alteration of the permanent use of open space within an OSRD or OSRD-IP development or in the type or location of structures, facilities or recreation improvements within such open space be submitted to the Planning Commission for its review and recommendation and to the Board of Commissioners for its approval by resolution; and

WHEREAS, changes relating to the OSRD Development Plan for the Chestnut Springs subdivision are proposed, providing for an alteration to the improvements in the open space provided; and

WHEREAS, the proposed revisions to the project include the replacement of the subdivision signage and entrance features, which are located within the permanent open space for the project; and

WHEREAS, the Planning Commission has recommended that the Board of Commissioners approve the proposed open space changes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the proposed revision to the OSRD Development Plan for the Chestnut Springs Subdivision is hereby approved, providing for an alteration to the improvements in the permanent open space, as shown on Exhibit A, which is made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

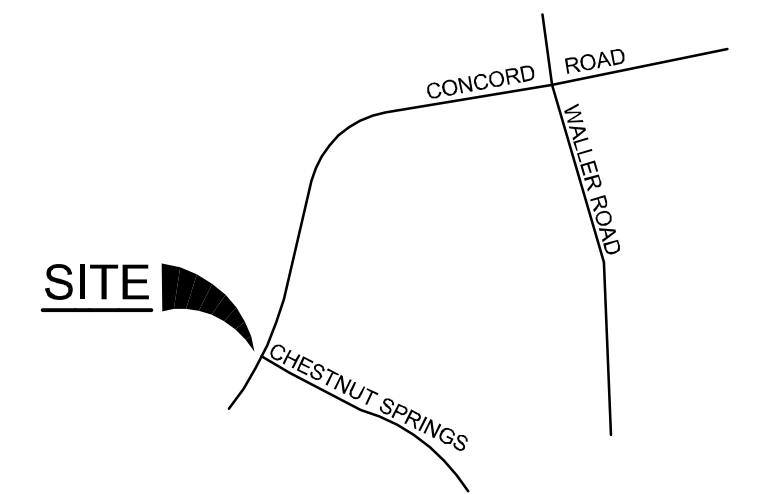
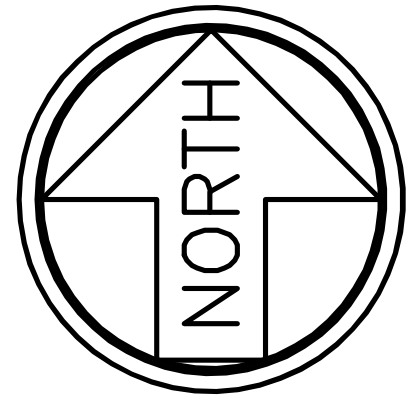
MAYOR Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER Deborah Hedgepath

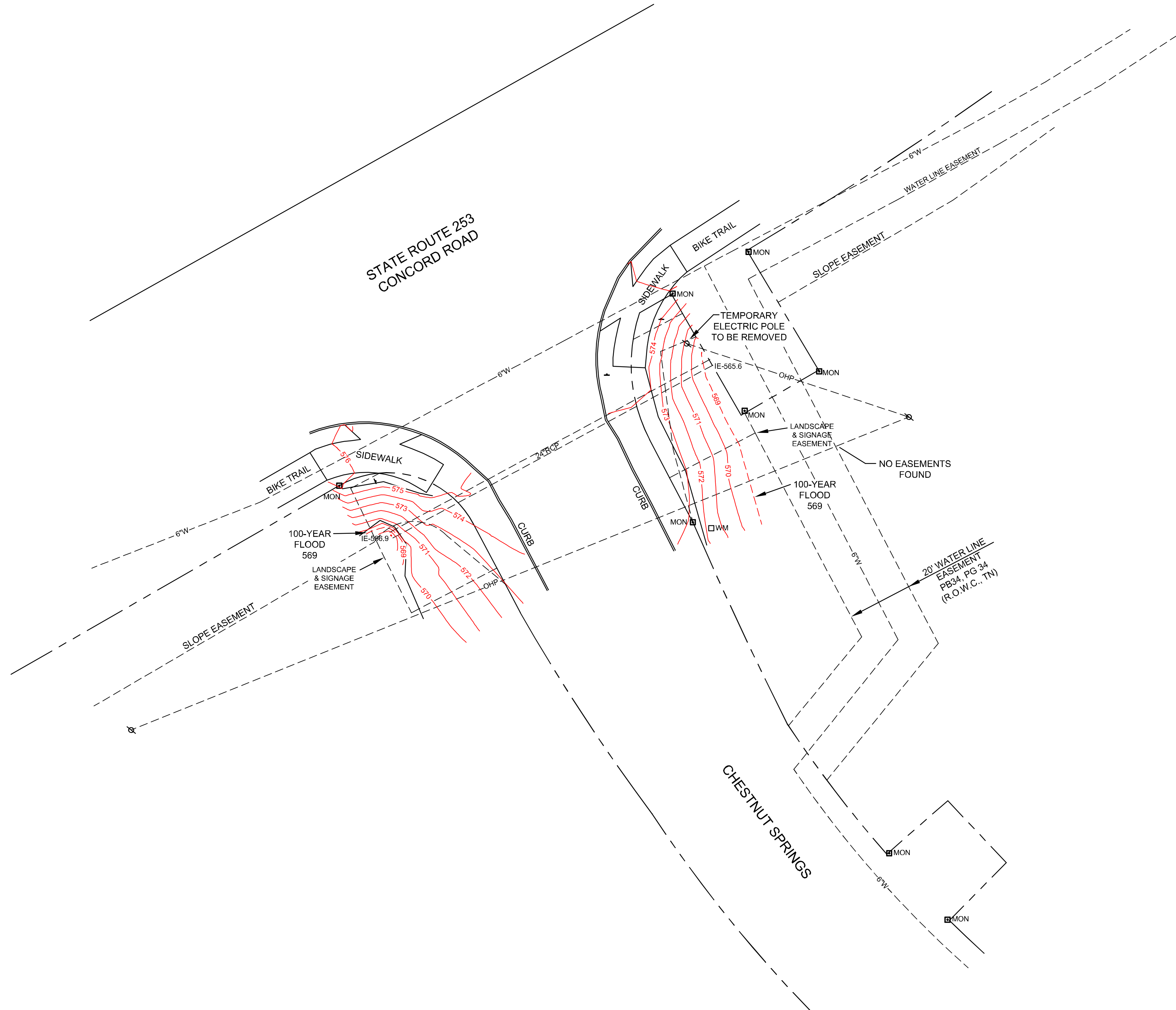
CITY ATTORNEY Roger A. Horner



VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- W--- WATER LINE
- G--- GAS LINE
- MON □ TDOT MONUMENT
- M.B.S.L. MINIMUM BUILDING SETBACK LINE
- WM □ WATER METER
- * LIGHT POLE
- ▲ SIGN



NOTES:

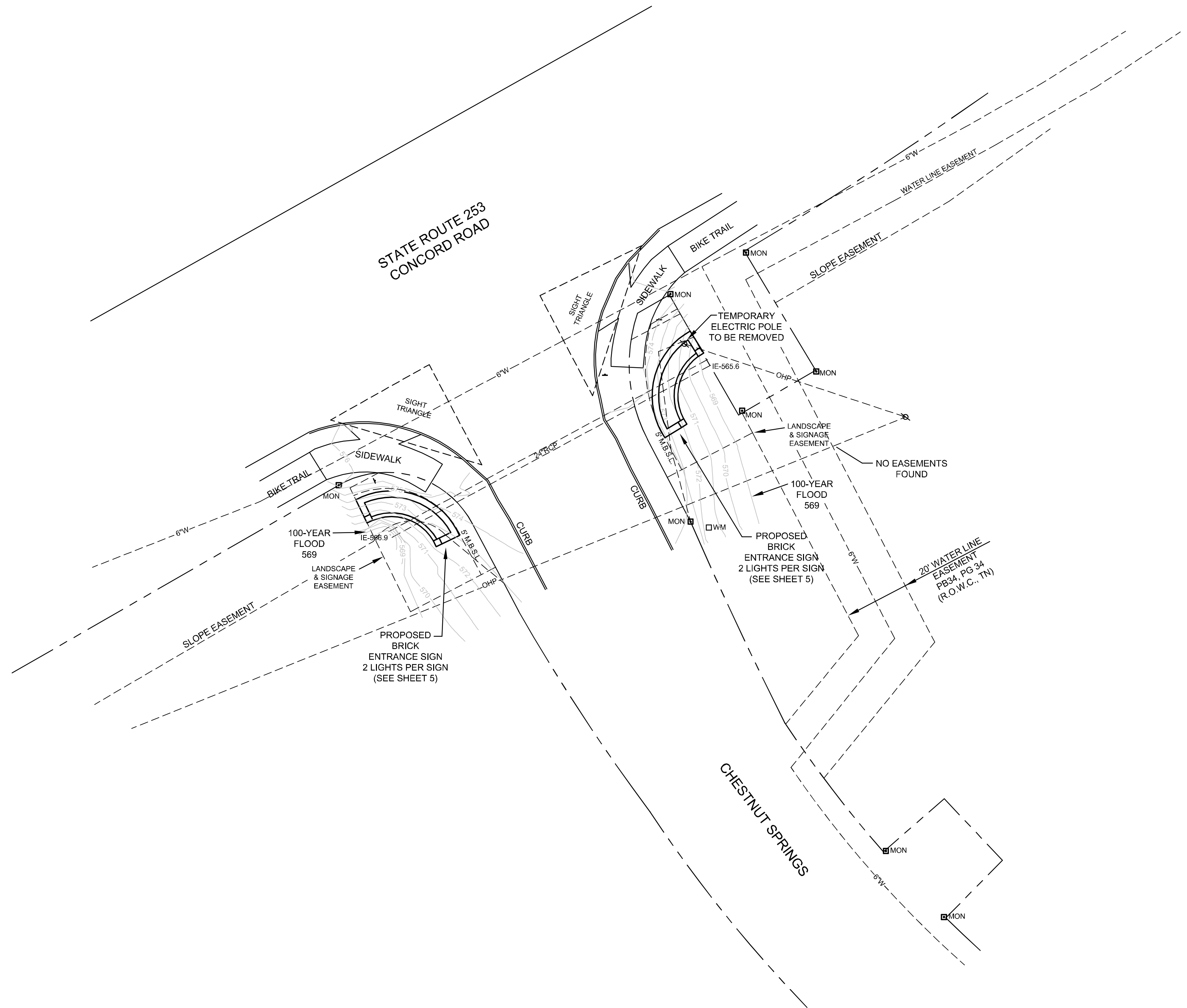
1. This survey meets the requirements of a "Topographic Survey" as per standards of practices, 0820-3-.07 adopted by the Board of Examiners for Land Surveyors, State of Tennessee. This survey also meets the requirements of "Maps and Mapping" as per standards of practices, 0820-3-.06 adopted by the Board of Examiners for Land Surveyors, State of Tennessee.
2. Bearings are based on the Tennessee State Plane Coordinate System, NAD83, Horizontal and NAVD88 (Vertical).
3. Distances were measured with E.D.M. equipment and have been corrected for temperature and barometric pressure.
4. This survey was made using the latest recorded deeds/plats of record. No title report was furnished this surveyor, therefore, this survey is subject to the findings of a complete title search. The state of facts shown hereon are based on a professional opinion in regards to information obtained during the survey and does not constitute a warranty or guarantee, expressed or implied.
5. This property is located in an area designated "Zone X" as per the Flood Insurance Rate Map No. 47187C0230 F, Dated: 9/29/2006.
6. This surveyor has not physically located the underground utilities. Above grade and underground utilities shown were taken from visible appurtenances at the site, public records and/or maps prepared by others. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities are in the exact location indicated. Therefore, reliance upon the type, size, and location of utilities shown should be done so with this circumstance considered. Detailed verification of existence, location and depth should also be made prior to any decision relative thereto is made. Availability and cost, of service should be confirmed with the appropriate utility company. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act", that anyone who engages in excavation must notify all known underground utility owners, no less than three (3), nor no more than ten (10) working days prior to the date of their intent to excavate and also to avoid any possible hazard or conflict. Tennessee One-call" 1-800-351-1111.
7. Information shown hereon was derived from random shots, cross sections, and radial shots.
8. For: Crane Builders.
9. Current Zoning: OSRD

EXISTING CONDITIONS
CHESTNUT SPRINGS DEVELOPMENT
ENTRANCE SIGN
BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE
SCALE: 1" = 20' DATE: 4/2/17
SHEET 1 OF 5



IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-966-1987
TENNESSEE ONE CALL





NOTES:

1. This site plan is subject to a three year vesting period, during which the development standards in effect on the date of approval will remain the standards applicable to this plan. If construction is not completed during the first three years, the original site plan is considered a preliminary site plan and the applicant must obtain approval of a final site plan. Development of the property shown on this plan may be subject to standards other than those that were applicable during the vesting period. The initial vesting period for this plan expires on April 4, 2020, unless extended by the City of Brentwood. Persons relying on this plan after said date should contact the City of Brentwood to determine if development may continue as depicted on the plan.
2. This document certifies that the building materials specified in the Planning Commission approval of this project (BPC1703-004) are likewise provided for in the plans submitted. Any deviation from the approved building materials will negate any staff approval of said plans. Proposed changes to project specifications will be submitted to the Planning Commission for further consideration.



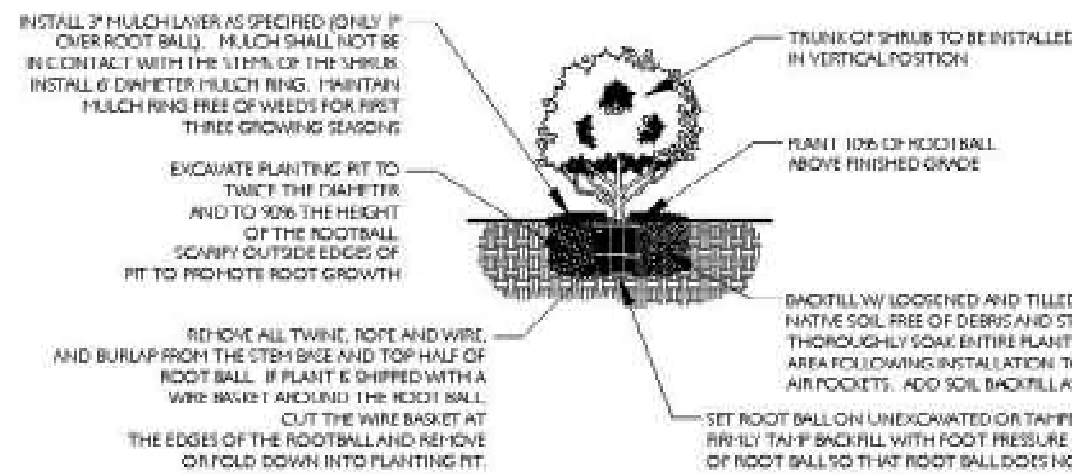
SOUTHERN PRECISION
LAND SURVEYING, INC.
P.O. BOX 220
PEGRAM, TN 37143-0220
(615) 952-3600
"WE'LL PUT YOU ON THE MAP"

SITE PLAN
CHESTNUT SPRINGS DEVELOPMENT
ENTRANCE SIGN
BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE
SCALE: 1" = 20' DATE: 4/2/17
SHEET 2 OF 5

CALL THREE WORKING DAYS
BEFORE YOU DIG
1-800-251-1111
TENNESSEE
SYSTEM INCORPORATED

© 2017 GREENSPACE DESIGN. ALL RIGHTS RESERVED.

These documents have been prepared specifically for the Project. They are NOT suitable for use on other projects or in other locations.

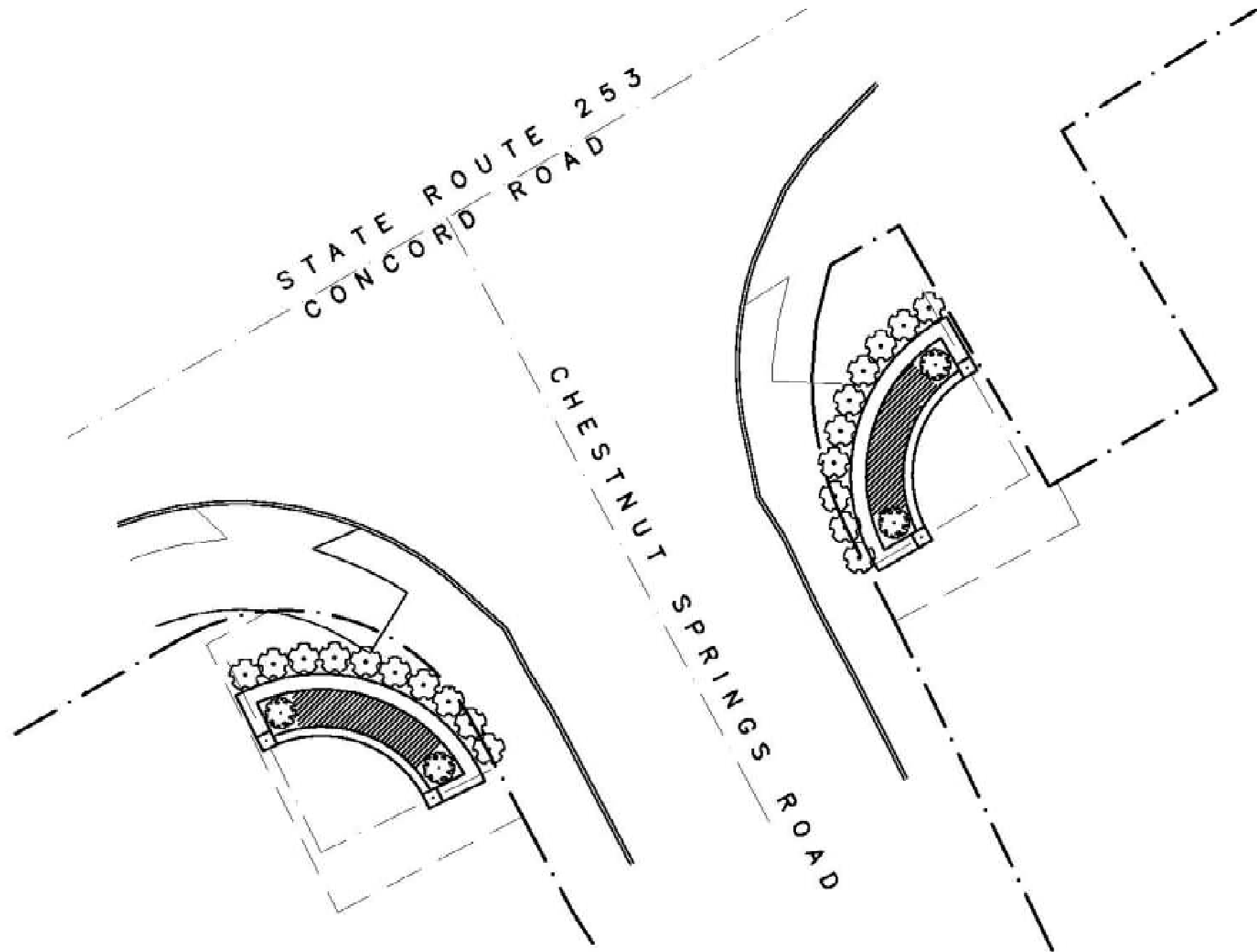


SHRUB PLANTING DETAIL


NOT TO SCALE

Landscape Notes:

- All work shall be performed by fully qualified Personnel. Use good Horticultural practices to keep all plants and plant material installed in a living, healthy condition up to the date of termination of the contractor's responsibility for care.
- The Landscape Contractor shall be responsible for examining fully both the site and the bid documents. Discrepancies in the documents or the actual site conditions shall be reported to the Landscape Architect in writing at the time of bidding or discovery. He is not to be held liable for any errors or omissions in the documents or the actual site conditions, or for any errors on the part of the Landscape Contractor at the time of bidding.
- The Landscape Contractor is responsible for locating all underground utilities and shall avoid damage to utilities during the course of the work. The Landscape Contractor is responsible for repairing any damage to utilities, site structures, etc., resulting from landscape construction.
- The Landscape Contractor shall be responsible for securing all necessary applicable permits and licenses to perform the work set forth on the plan and the specifications.
- The Landscape Contractor shall verify all material quantities. In the event of a discrepancy, the quantity shown on the plan will take precedence.
- No material shall be planted before final grading has been completed.
- The plants delivered to the project site shall be planted as soon as site conditions permit. Take care in scheduling plant deliveries and the size of the deliveries so that long periods of storage are avoided. Adequately protect plants placed in temporary storage from the sun and wind, water plants as to maintain their appearance and health. Plants that have not been properly maintained during temporary storage may be rejected by the Landscape Architect.
- Should the Contractor encounter unsatisfactory surface or other subsurface drainage conditions, soil depth, latent soils, hard pan, stem of utility lines or other conditions that will jeopardize the health and vigor of the plants, he must advise the Owner's Representative in writing of the conditions prior to installing the plants. Otherwise the Contractor warrants that the planting areas are suitable for proper growth and development of the plant material to be installed and contractor shall take responsibility for the cost of any revision.
- It is the responsibility of the Contractor to verify that each excavated area or shrub pit will penetrate (drain) prior to adding topsoil of planting mix and installing trees or shrubs. The Contractor shall fill the bottom of selected holes with six inches of water. This water should permeate out within 24 hour period. If the soil in a given area does not drain properly, a PVC drain or gravel ramp shall be installed or the planting relocated to an area approved by the Owner's Representative.
- Prior to installation of plant materials, the width and length of all parking lot landscape island and median areas are to be excavated to a depth of 24 inches below the proposed top of pavement elevation. Gravelled material is to be removed from the landscape areas and disposed of off site or in an area approved by the Project Engineer. No asphaltic construction trash and/or materials are to be left in the topsoil and planting mix backfill and/or subgrade of any proposed parking area islands and/or planting medians and strips. Parking lot islands and medians are to be backfilled with sifted topsoil as per project specifications and to the elevations indicated on the grading plans.
- All shrub and ground cover beds not in parking lot islands or median strips are to be excavated to a depth of 12 inches and disposed of off site or in an area approved by the Project Engineer. Trees in these beds shall be installed per the tree planting detail. The bed area is to be backfilled with sifted topsoil to the elevations indicated on the grading plans as per the specifications.
- The optimum time for planting is from October 1 to April 1. Scheduling for planting at other times must be approved in writing by the Landscape Architect.
- Existing trees to remain shall be protected from construction damage. Selectively prune dead wood.
- New tree plantings are to be planted per planting details. Trees that are not planted according to detail will be rejected.
- All deciduous trees, existing and proposed shall be pruned to provide a minimum clear trunk unless otherwise noted.
- The Landscape Contractor shall verify all plant material quantities prior to installation. The Landscape Contractor shall have the Owner's Representative approve all orders prior to installation.
- All plant material which dies, becomes dormant or debilitates (due to total acceptance of the work) shall be promptly removed from the site and replaced with material of the same species, quantity, size and meeting all plant list specifications.
- The Landscape Contractor shall grade planting beds, as required, to provide positive drainage and promote optimum plant growth.
- Chemical Weed Control (as recommended, i.e., Trifluralin) shall be applied to all landscape areas prior to any plant installation.
- All planting areas shall receive a 2" layer of the mulch as specified in the materials schedule, which is to be watered in after installation.
- All plants shall be vigorous, healthy material, free of pests and diseases.
- All plants and trees must meet all requirements specified in the plant list, details, and specifications.
- The standards set forth in "American Standard for Nursery Stock" represent minimum general guidelines and specifications only and will constitute minimum quality requirements for plant material. All plants must meet minimum size noted at the materials schedule. Trees shall be No. 1 grade specimen and shrubs shall be heavy well shaped specimens as well.
- All associated trees shall be planted with turf as indicated on the materials schedule.
- Existing soil shall be removed as necessary to accommodate new plantings.
- Any existing soil areas that are unnecessarily disturbed during the landscape installation shall be reseeded to match existing.
- The Landscape Contractor is responsible for completing and maintaining the work (including but not limited to watering, mulching, spraying, fertilizing, of all planting areas and beds per project specifications until total acceptance of the work by the owner.
- The Landscape Contractor shall complete all work within a period of one year beginning at the date of final acceptance.
- The Landscape Contractor shall provide the owner with written instructions on the proper care of all specified plant materials prior to final payment.
- The Landscape Contractor will be responsible for the collection, removal, and proper disposal of any and all debris generated during the installation of this project.
- ATTENTION OWNER INSTALLER:
This landscape plan has been designed to meet the minimum requirements of the City of Brentwood zoning ordinance, the approval of the planning, commission, and planning department policy. Planting, substituting, reseed, watering or watering material may cause the site to no longer conform to the requirements. Thus problems may arise with maintaining the performance, maintenance level for landscaping. Deviation from the approved landscape plan shall not be made without first consulting Landscape Design and then obtaining approval from either the planning commission or the planning department.



PLANT SCHEDULE

SYMBOL	QTY	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>HEIGHT</u>	<u>SPREAD</u>	<u>TRUNK</u>
	4	Buxus sempervirens	American Boxwood	10'-24"	12'-18"	F.T.D.
	20	Hebe x exoniensis 'Crispa'	Crispa Hebe	10'-24"	12'-18"	F.T.D.
<u>GROUND COVERS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>REMARKS</u>	<u>SPACING</u>	
	175 sq	Liriodendron tulipifera	Yellowed Life Tree	mulch		
SEED	TURF	Turf Mixture				
				Label B Turf: per 1000 sq. Seed all disturbed areas @ \$41,000/sq.		
MISCELLANEOUS	Shredded 1" hardwood Bark Pkch			REMARKS Minimum 2" depth throughout.		
NOTES	F.T.D. = Full To Stem					

Greenspace Design
Landscape Architecture
411 Margaret Drive • Nashville, TN 37204 • Phone: 615-961-9821 • Fax: 615-961-1222

Chestnut Springs Subdivision
Concord Road
Brentwood, Tennessee



Date: 04/03/2017
Revisions:

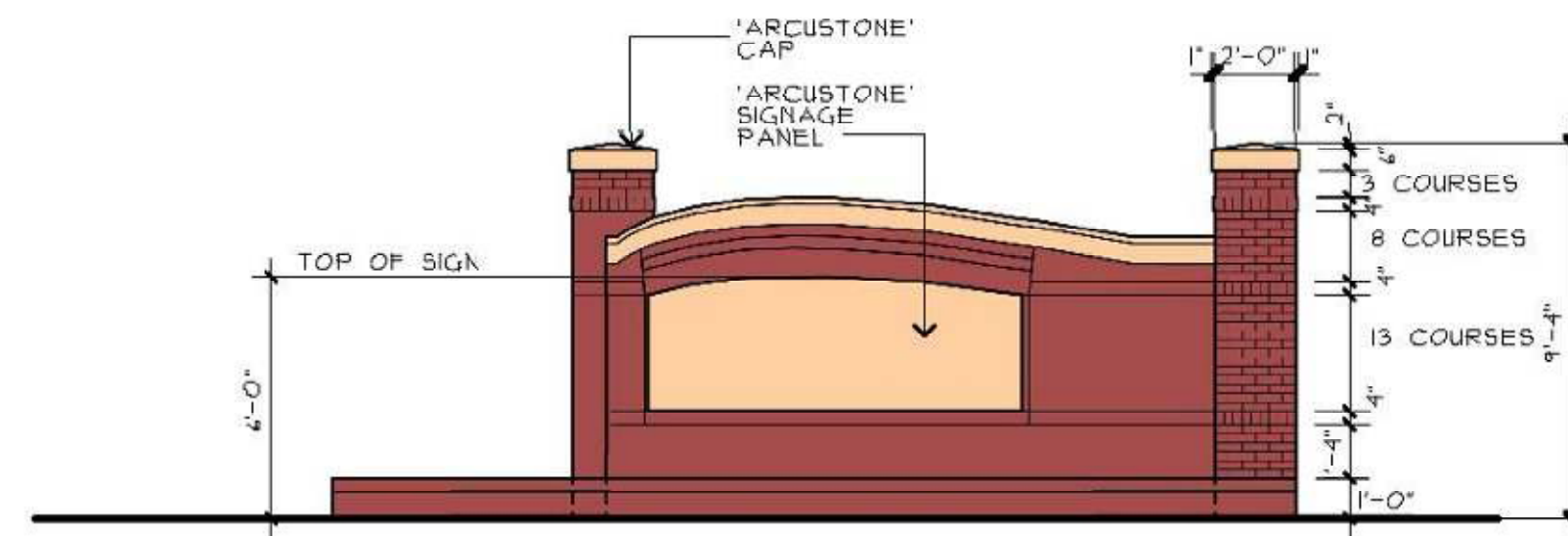
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Scale: 1"=10'
Drawn By: JBH

Landscape Plan

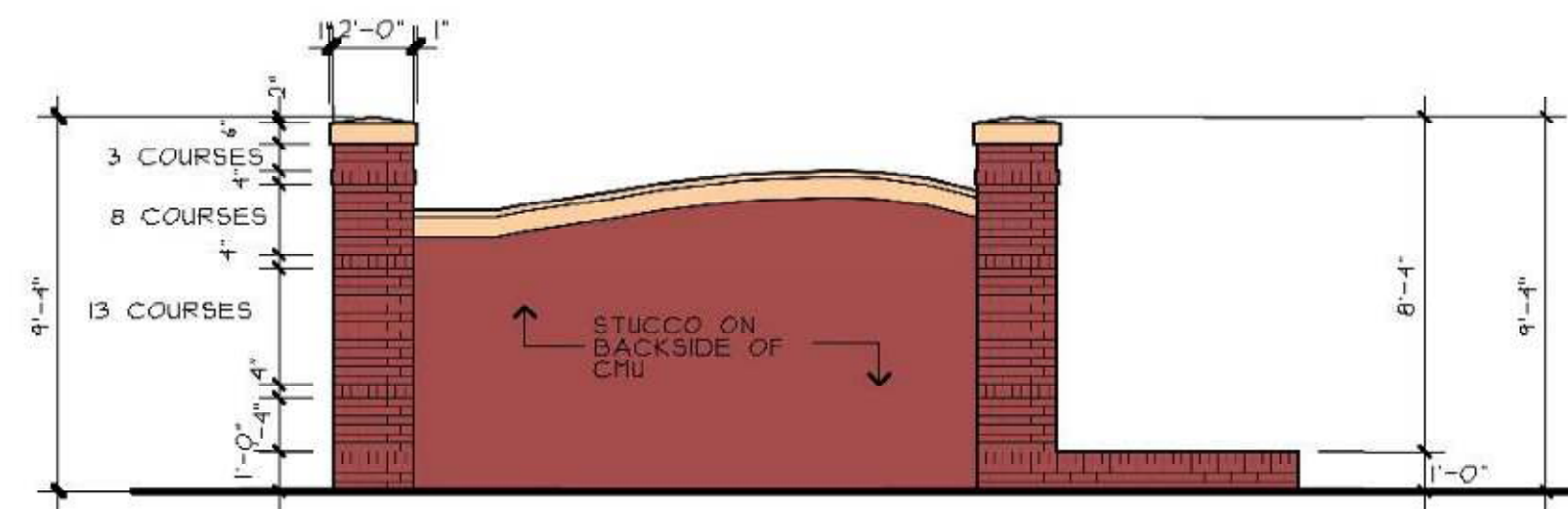
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Sheet 1 of 1

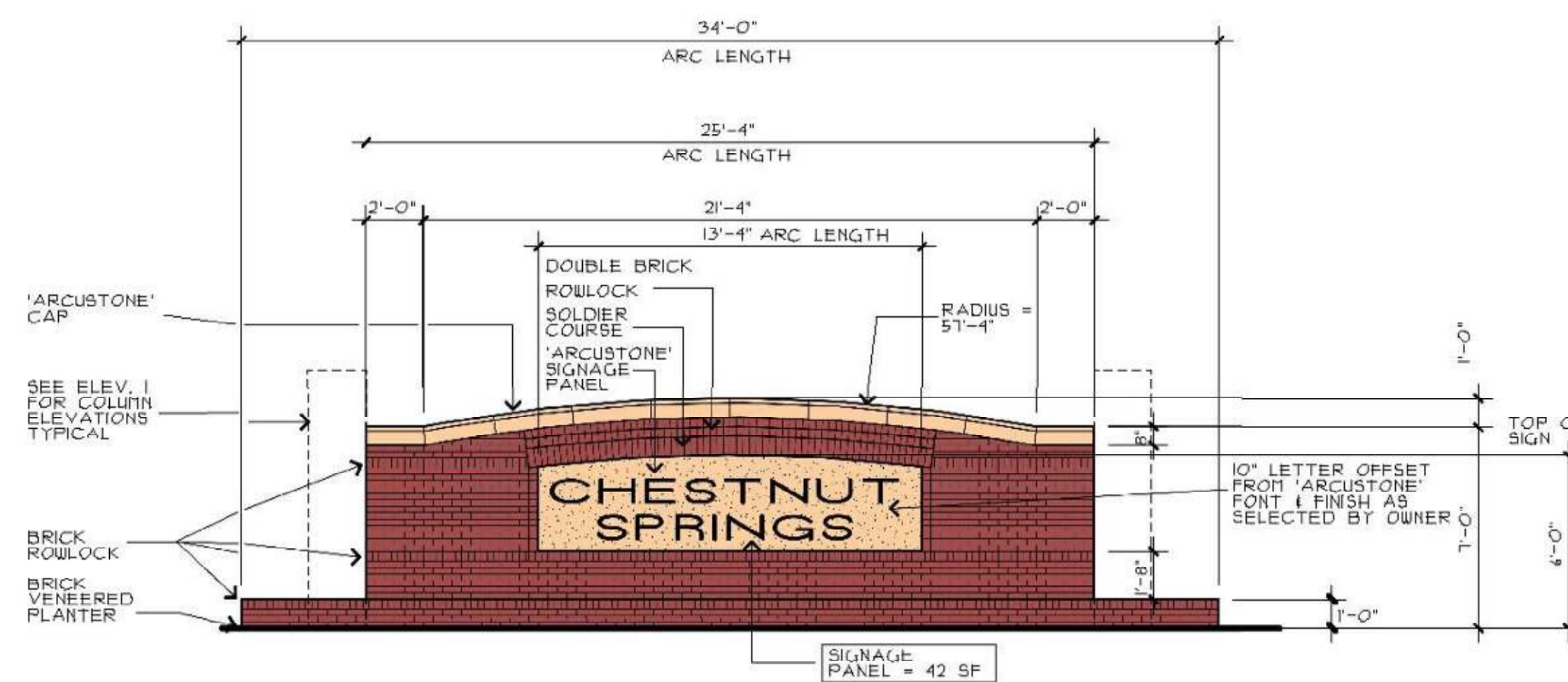
LANDSCAPE PLAN
CHESTNUT SPRINGS DEVELOPMENT
ENTRANCE SIGN
BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE
SCALE: N.T.S.' DATE: 4/2/17
SHEET 3 OF 5



1 FRONT ELEVATION

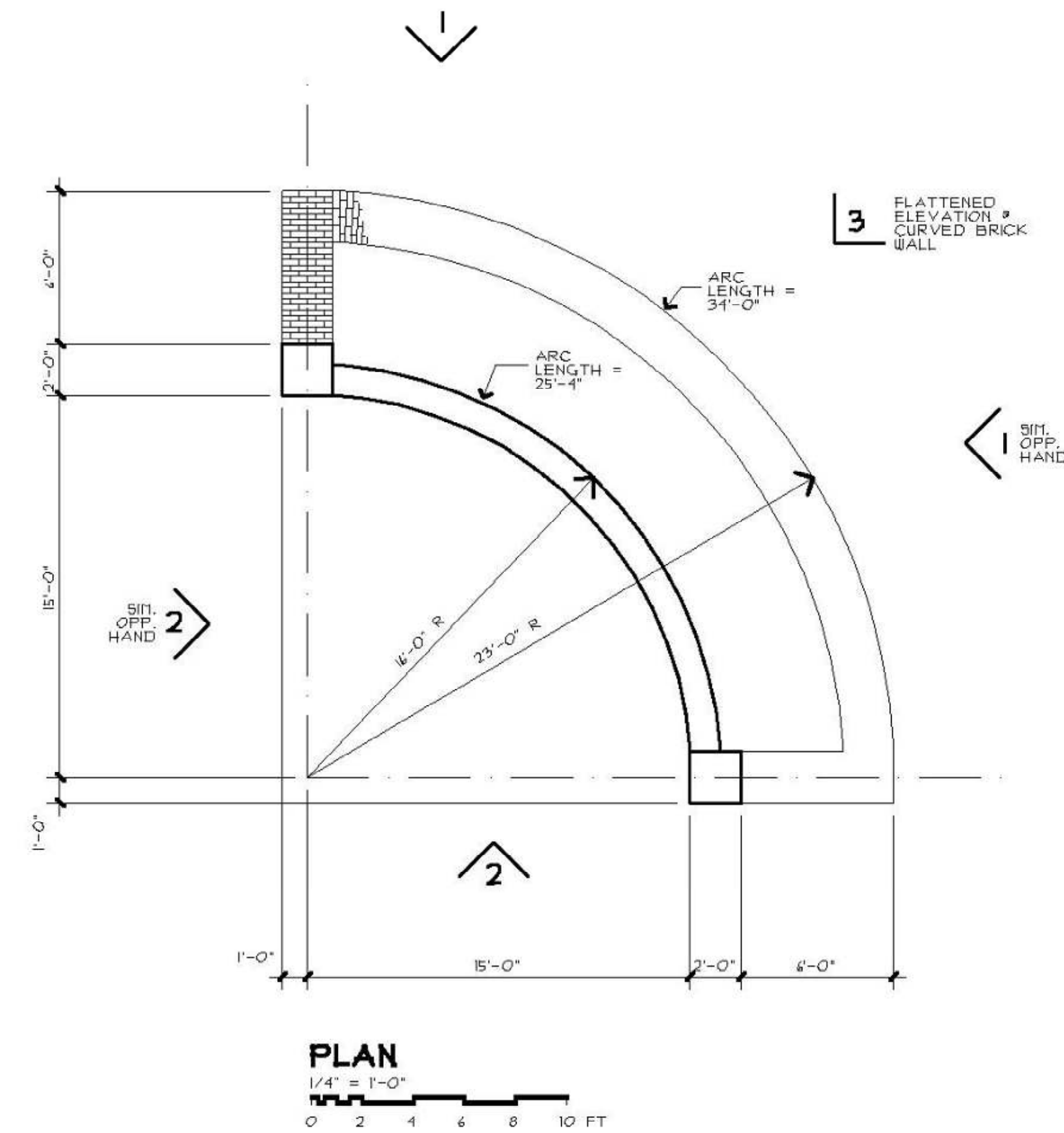


2 REAR ELEVATION



3 FLATTENED FRONT ELEVATION • CURVED WALL

OTHER SIGN, SIMILAR OPPOSITE HAND



PLAN
1/4" = 1'-0"
0 2 4 6 8 10 FT

FFLED18

RAB
LIGHTING



Rectangular shaped LED floodlight designed to replace 70W Metal Halide. Patent Pending airflow technology ensures long LED and driver lifespan. Use for building facade lighting, sign lighting, LED landscape lighting and instant-on security lighting.
Color: Bronze Weight: 4.8 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type:	Constant Current	Watts:	18W
120V:	0.2A	Color Temp:	5000K
208V:	0.15A	Color Accuracy:	72 CRI
240V:	0.13A	L70 Lifespan:	100000
277V:	0.11A	Lumens:	2,310
Input Watts:	23W	Efficacy:	103 LPW
Efficiency:	80%		

Technical Specifications

Listings

UL Listing:

Suitable For Wet Locations. Suitable for ground mounting.

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have received the Department of Energy "Lighting Facts" label.

Optical

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

NEMA Type:

NEMA Beam Spread of 7H x 6V

Construction

IP Rating:

Ingress Protection rating of IP66 for dust and water

Airflow:

Airflow technology heat sink for superior cooling.

Ambient Temperature:

Suitable for use in 104° F (40° C) ambient temperatures.

Cold Weather Starting:

Minimum starting temperature is -40° F (-40° C)

Thermal Management Housing:

Die-cast aluminum housing, lens frame and mounting arm.

Mounting:

Heavy-duty mounting arm with "O" ring seal & stainless steel screw.

Reflector:

Semi-specular anodized aluminum.

Gaskets:

High-temperature silicone gaskets.

Finish:

Formulated for high-durability and long lasting color.

Green Technology:

Mercury and UV free. RoHS compliant components. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

LED Characteristics

LEDs:

Multi-chip, high-output, long-life LEDs

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for (SSL) Products, ANSI C78.377-2015.

Electrical

Driver:

Constant Current, Class 2, 100 - 277V, 50 - 60 Hz, 100 - 277VAC 0.4 Amps.

Surge Protection:

6kV

Other

California Title 24:

See FFLED18/PC, FFLED18/PCS, FFLED18/PC2 or FFLED18/PCS2 for a 2013 California Title 24 compliant model.

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Patents:

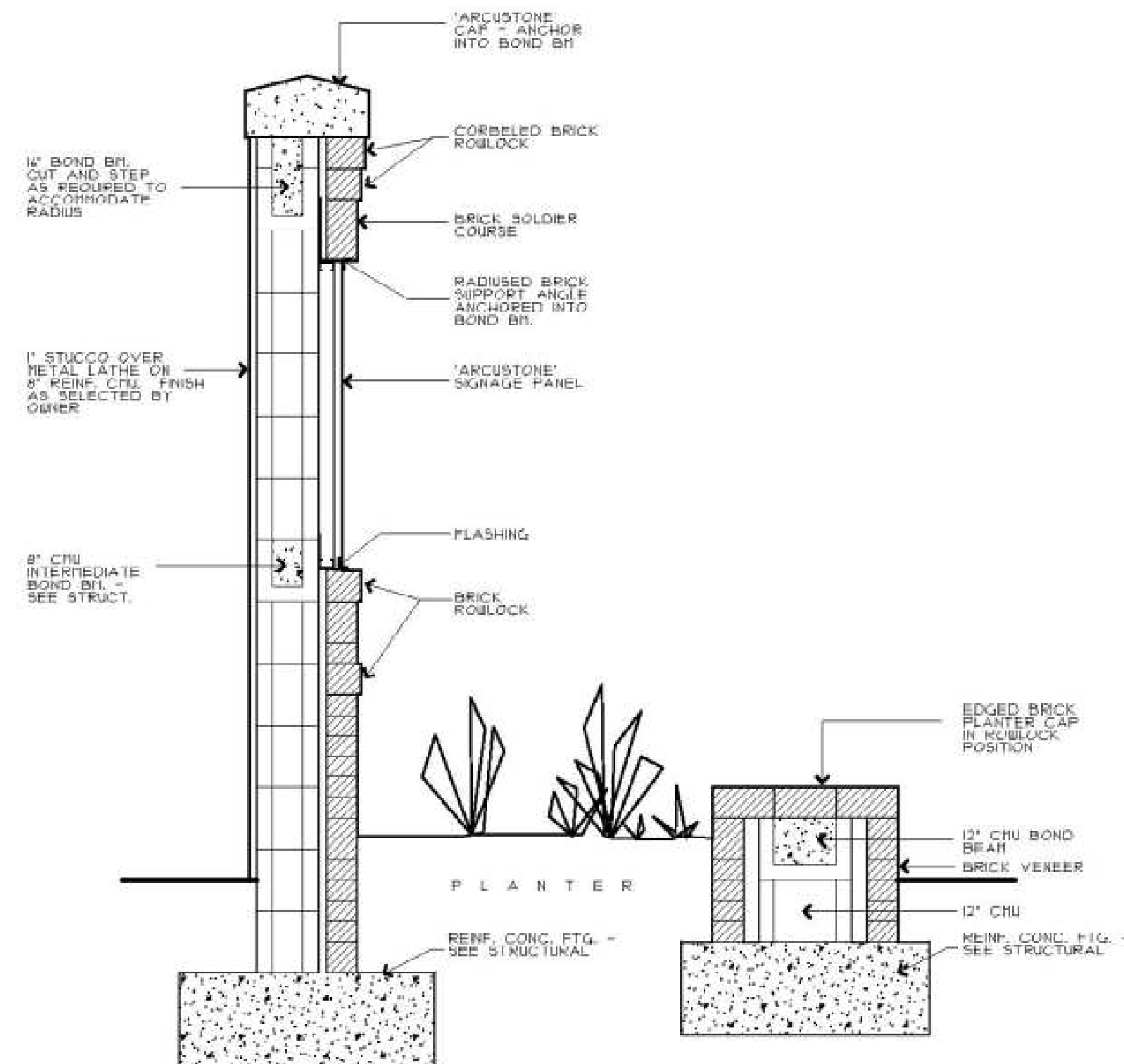
The FFLED design is protected by U.S. Pat. D643,147, Canada Pat. 140798, China Pat. ZL201130171304.1, Mexico Pat. 36757 and pending patent in Taiwan.

American Bureau of Shipping (ABS):

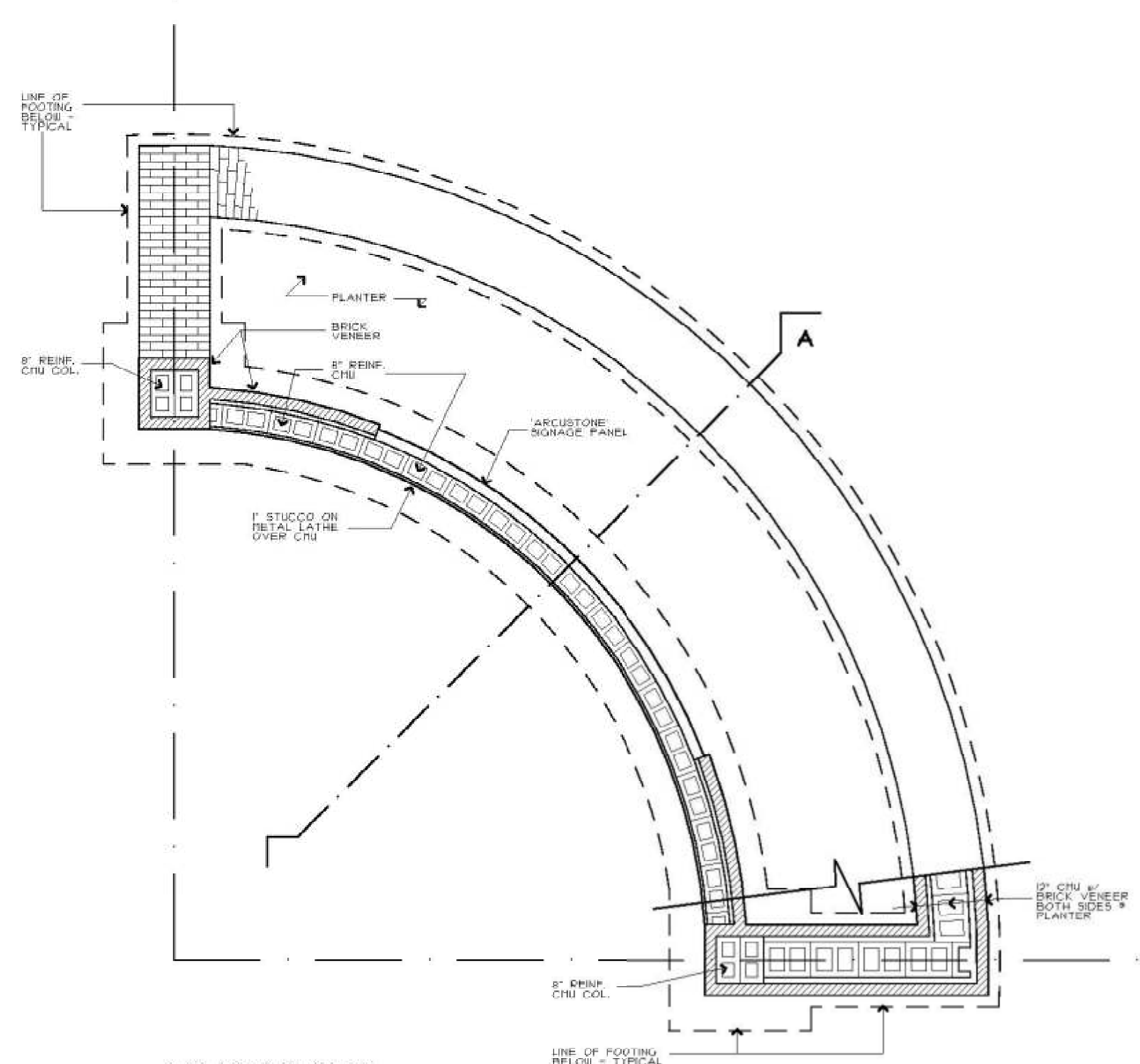
For use on Mobile Offshore Drilling Units (MODU) and shipping vessels.

Equivalency:

Equivalent to 70W Metal Halide.



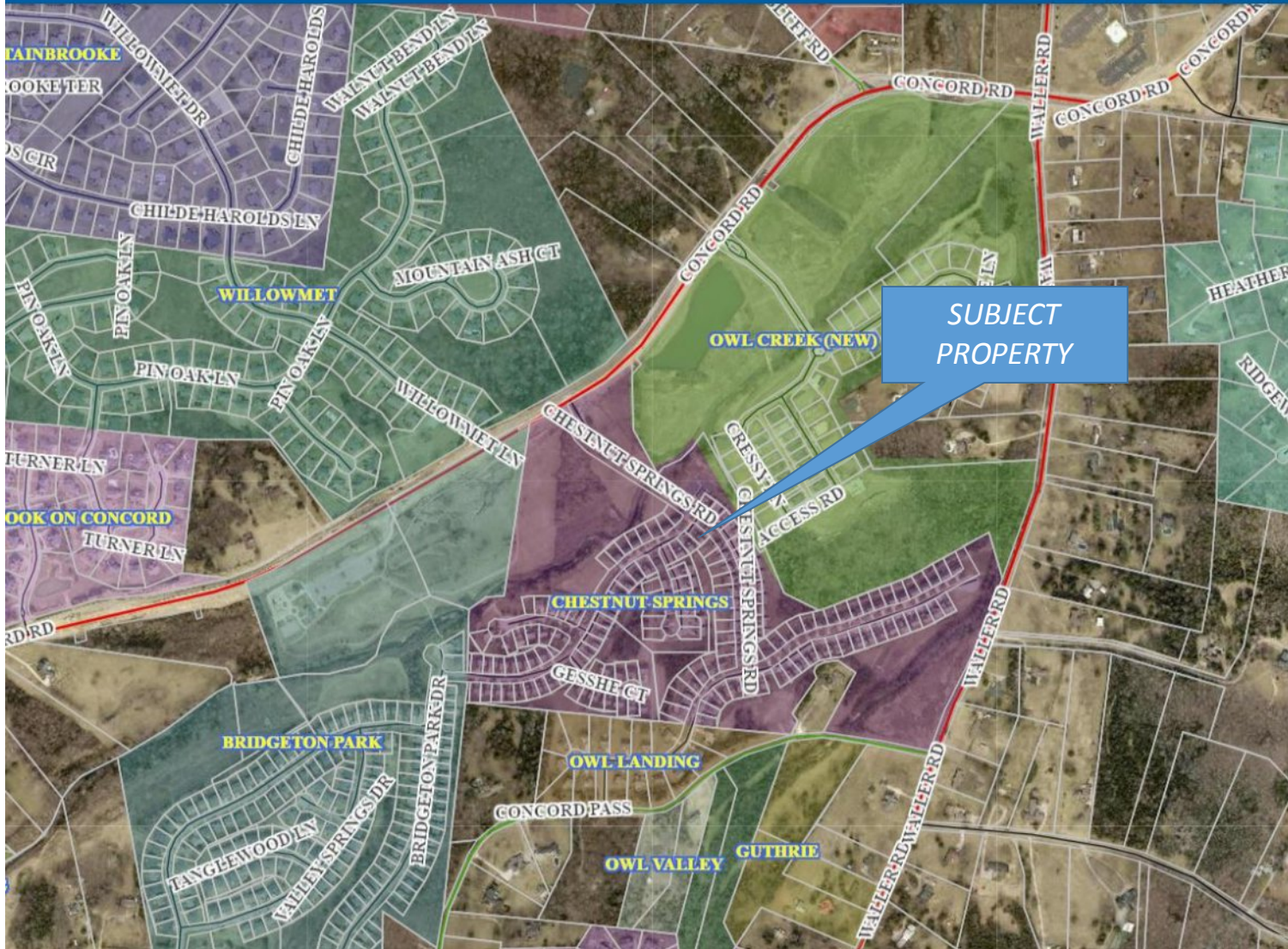
A SECTION
1/2" = 1'-0"
0 1 2 3 4 FT



ENLARGED PLAN
1/2" = 1'-0"
0 1 2 3 4 5 FT

Need help? Tech help line: (888) RAB-1000 Email: sales@rabweb.com Website: www.rabweb.com
Copyright © 2014 RAB Lighting Inc. All Rights Reserved Note: Specifications are subject to change at any time without notice

Page 1 of 2







City of Brentwood

May 9, 2017

Mr. Don Ropieckl
Crane Builders
2931 Berry Hill Drive, Suite 20
Nashville, TN 37204

RE: BPC1703-004 REVISED PRELIMINARY PLAN – ENTRANCE FEATURES & SIGNAGE, CHESTNUT SPRINGS SUBDIVISION

Dear Mr. Ropieckl:

At its May 1, 2017, regular meeting, the Brentwood Planning Commission voted to approve a revised preliminary plan for the Chestnut Springs Subdivision. The revised plan includes changes to the entrance features, which are located at the intersection of Concord Road and Chestnut Springs Road, the arterial road buffer (open space) for the subdivision. The new design is different from that previously approved.

The homeowner's association was compensated for the removal of the former entrance features as part of the Concord Road widening project.

As part of the review, the Planning Commission also voted to forward a recommendation of approval of the corresponding changes to the OSRD Development Plan to the Board of Commissioners.

This approval is subject to the following conditions, which are to be addressed to the satisfaction of City staff.

1. Because the request proposes changes to the improvements within the open space for the project approval of the corresponding changes to the OSRD Development Plan must be approved by the Board of Commissioners.
2. A site plan shall be vested for a period of three years from the date of the original approval.
3. Add the following note to the site plan;

*This site plan is subject to a three year vesting period, during which the development standards in effect on the date of approval will remain the standards applicable to this plan. If construction is not completed during the first three years, the original site plan is considered a preliminary site plan and the applicant must obtain approval of a final site plan. Development of the property shown on this plan may be subject to standards other than those that were applicable during the vesting period. The Initial vesting period for this plan expires on **May 1, 2020**, unless extended by the City of Brentwood. Persons*

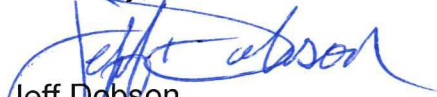
relying on this plan after said date should contact the City of Brentwood to determine if development may continue as depicted on the plan.

4. When the construction authorized pursuant to a site plan is not completed within three years from the date of initial approval, but the applicant desires to complete the project proposed for the site, the plan as initially approved for the project or as amended shall be considered a preliminary site plan. If the applicant secures all necessary permits, commences site preparation and obtains approval of a final site plan within the three-year vesting period following approval of the preliminary site plan, then the vesting period shall be extended an additional two years beyond the expiration of the initial three-year vesting period. During the two-year extension, the applicant must commence construction and maintain any necessary permits to remain vested.
5. If necessary permits are maintained and construction, as defined by Section 78-43, has commenced by the end of the two-year extension, then the vesting period shall remain in effect until the Planning and Codes Department has certified final completion of the project, provided the total vesting period shall not exceed ten years from the date of approval of the preliminary site plan.
6. If the construction authorized pursuant to a site plan is completed within three years from the date of approval, the site plan shall then be considered the final site plan for the project.
7. Add the following note to the plans that are to be submitted for building permit review: "This document certifies that the building materials specified in the Planning Commission approval of this project (BPC1703-004) are likewise provided for in the plans submitted. Any deviation from the approved building materials will negate any staff approval of said plans. Proposed changes to project specifications will be submitted to the Planning Commission for further consideration.
8. The property owner is responsible for all development fees including water and sewer service and tap fees, building permit fees and Public Works Project Fees. The required fees shall be used for future infrastructure related improvements required by the proposed development.
9. Complete plans shall be submitted to the Planning and Codes Department for review, approval and issuance of the required permits before any work is begun.
10. All applicable security, that meets the requirements of Article Eight of the Brentwood Subdivision Regulations must be received by staff for all required roadway, drainage, street lighting, water, sewer, buffer landscaping, signage and amenity improvements before the plat for the first phase of the project can be signed by the Planning Commission Secretary for recording. The landscaping security shall be posted in an amount equal to one hundred ten percent (110%) of the total cost of the materials and installation of the improvements.

11. Failure to comply with any condition of approval as required may result in re-appearance before the Planning Commission to address any deficiencies. Delays of project actions may also occur, such as issuance of permits recordation of the final plat and extensions to approvals.
12. Any changes to plans approved by the Planning Commission will require staff review and re-approval by the Planning Commission.
13. Development of this project shall comply with all applicable codes and ordinances of the City of Brentwood.
14. All previous conditions placed on the project by the Planning Commission shall remain applicable to the project.
15. Approval of the proposed plan shall be limited to the illustrations and plans presented to the Planning Commission for review and approval on **May 1, 2017**. Any changes to Planning Commission approved plans and specifications will require staff review and re-approval by the Planning Commission.

Should you have any questions or require additional information, please feel free to call any member of the planning staff at 615.371.2204.

Sincerely,



Jeff Dobson
Planning and Codes Director

RESOLUTION 2017-31

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO APPROVE A REVISION TO THE DEVELOPMENT PLAN FOR THE CHESTNUT SPRINGS SUBDIVISION, PROVIDING FOR AN ALTERATION IN THE IMPROVEMENTS WITHIN THE OPEN SPACE PROVIDED WITHIN THE SUBDIVISION

WHEREAS, Section 78-185(b) of the Code of Ordinances of the City of Brentwood, Tennessee requires that any alteration of vehicle access for the development to existing public streets, or alteration of the permanent use of open space within an OSRD or OSRD-IP development or in the type or location of structures, facilities or recreation improvements within such open space be submitted to the Planning Commission for its review and recommendation and to the Board of Commissioners for its approval by resolution; and

WHEREAS, changes relating to the OSRD Development Plan for the Chestnut Springs subdivision are proposed, providing for an alteration to the improvements in the open space provided; and

WHEREAS, the proposed revisions to the project include the replacement of the subdivision signage and entrance features, which are located within the permanent open space for the project; and

WHEREAS, the Planning Commission has recommended that the Board of Commissioners approve the proposed open space changes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the proposed revision to the OSRD Development Plan for the Chestnut Springs Subdivision is hereby approved, providing for an alteration to the improvements in the permanent open space, as shown on Exhibit A, which is made a part of this resolution by reference.

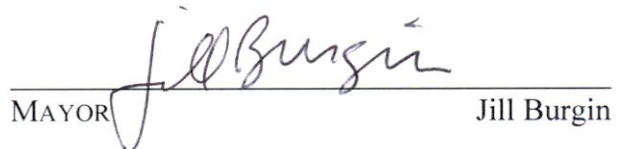
SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

ADOPTED: 5/22/2017



RECORDER

Deborah Hedgepath


MAYOR Jill Burgin

Approved as to form:

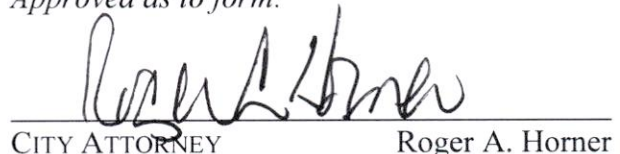
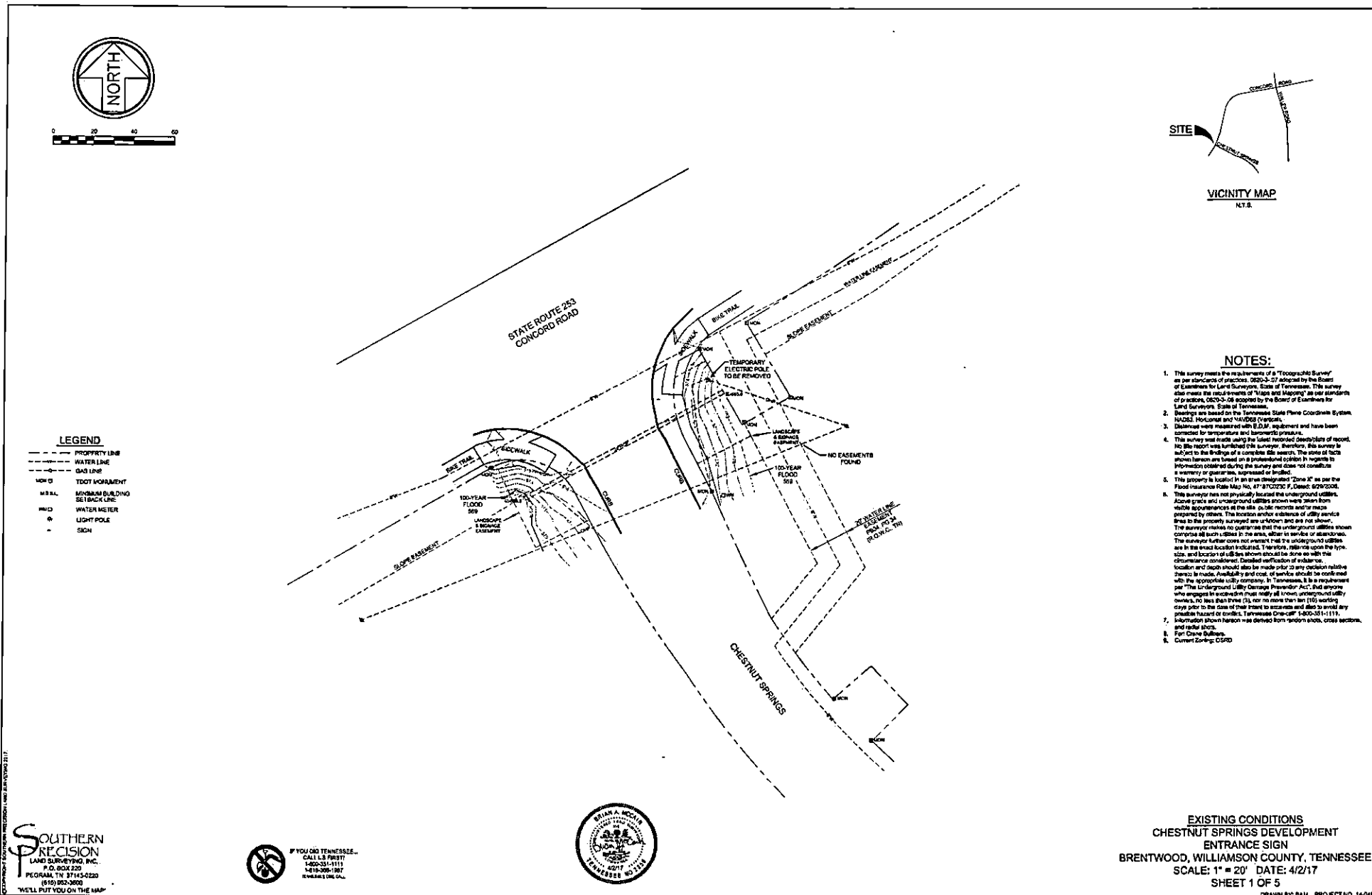
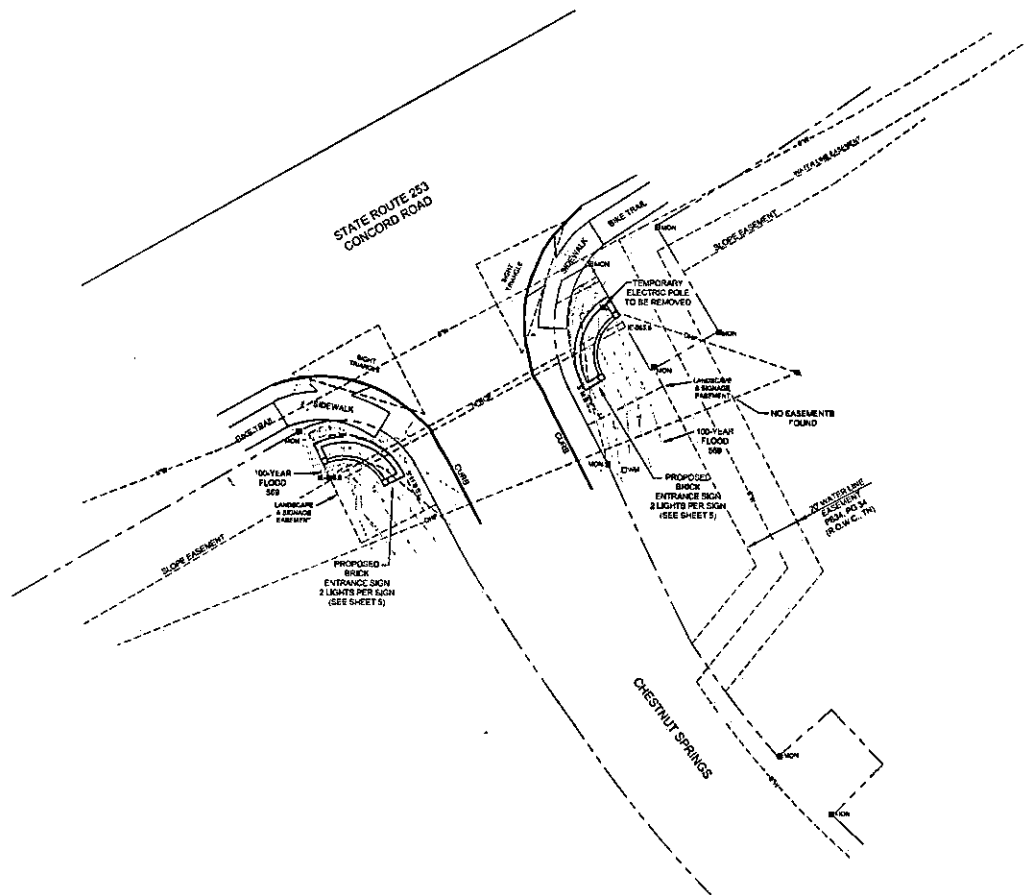

CITY ATTORNEY Roger A. Horner

Exhibit A to Resolution 2017-31





NOTES:

1. This site plan is subject to a three year testing period, during which the development standards in effect at the date of approval will remain the standards applicable to this plan. If construction is not completed during the first three years, the original site plan is considered a final site plan. Development of the property shown on this plan may be subject to easements other than those that were applicable during the testing period. The first testing period for this plan expires on April 4, 2020, unless extended by the City of Brentwood. The owner relying on this plan after said date should contact the City of Brentwood to determine if development may continue as depicted on the plan.
2. This document certifies that the building footprint specified in the Planning Commission approval of this project (BPC 1753-004) was reviewed and approved for in the plans submitted. Any deviation from the approved building footprint will require any such approval of said plans. Proposed changes to project specifications will be submitted to the Planning Commission for further consideration.



**SOUTHERN
PRECISION**
LAND SURVEYING, INC.
P.O. BOX 270
PESDAM, TN 37143-0270
(615) 852-3800
"WE'LL PUT YOU ON THE MAP"

SITE PLAN
CHESTNUT SPRINGS DEVELOPMENT
ENTRANCE SIGN
BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE
SCALE: 1" = 20' **DATE: 4/2/17**
SHEET 2 OF 5

DRAWN BY: RAM PROJECT NO. 15-0152



1 All U.S. citizens who reside in the United States are subject to the draft and must register with the local draft board.

2 The United States Army and Navy are the main branches of the United States armed forces.

3 The United States Marine Corps is a branch of the United States armed forces.

4 Reserve forces are forces that are not active in the United States armed forces but are subject to the draft and must register with the local draft board.

5 Conscription is the process of selecting people to serve in the United States armed forces.

6 The Selective Service Act is the law that governs the draft and must be followed by all U.S. citizens who reside in the United States.

7 The Selective Service Act is the law that governs the draft and must be followed by all U.S. citizens who reside in the United States.

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22 The Selective Service Act is the law that governs the draft and must be followed by all U.S. citizens who reside in the United States.






































































23 The Selective Service Act is the law that governs the draft and must be followed by all U.S. citizens who reside in the United States.

24 The Selective Service Act is the law that governs the draft and must be followed by all U.S. citizens who reside in the United States.

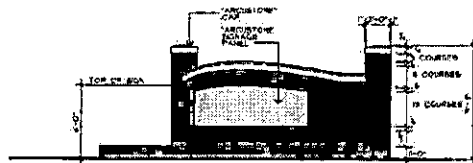
25 The Selective Service Act is the law that governs the draft and must be followed by all U.S. citizens who reside in the United States.

26 The Selective Service Act is the law that governs the draft and must be followed by all U.S



																																																																																																																																
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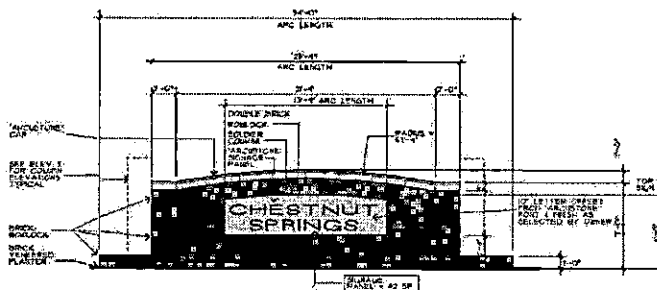
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1 FRONT ELEVATION

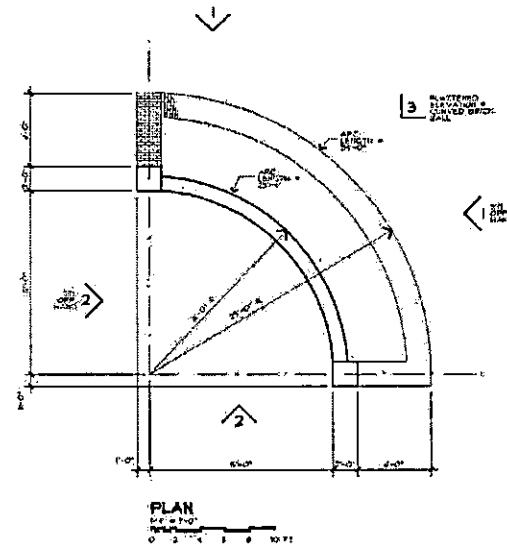


2 REAR ELEVATION



3 PLATTENED FRONT ELEVATION - CURVED WALL

OTHER SIGN, SIMILAR OPPOSITE HAND



Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Resolution 2017-32 - Authorizing an Agreement with Crosslin and Associates for the Comprehensive Annual Financial Report (Audit) for Fiscal Year 2017

Submitted by: Karen Harper, Finance

Department: Finance

Information

Subject

Resolution 2017-32 - Authorizing an Agreement with Crosslin and Associates for the Comprehensive Annual Financial Report (Audit) for Fiscal Year 2016-2017

Background

Please find attached the proposed annual audit contract with Crosslin & Associates, PLLC, for the City's independent auditing services for the fiscal year July 1, 2016 through June 30, 2017. The contract fee of \$50,400 covers the base auditing services and preparation of financial statements. The contract fee represents a small increase of \$1,200 from the previous year's audit.

In the interest of good governance, in FY 2015, it was decided to solicit proposals from firms interested in performing financial audits for the City. A request for proposals (RFP) was distributed and after evaluating each of the proposals received, the highest composite score of 95 out of 100 was given to Crosslin & Associates PLLC, earning Crosslin the recommendation from staff to be awarded the contract for audit services. The audit for FY 2016-2017 is the second of four one-year renewal options, for a potential total of five years with Crosslin. The first two audits performed by Crosslin went very smoothly. For FY 2017, Crosslin will assist with the following GASB Statements: No.74, Financial Reporting for Post Employment; No.77, Tax Abatement Disclosures; No. 78, Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans; and No. 82, Pension Issues. Crosslin will also assist with the change in single audit guidance for the City's grant programs since the amount of grant expenditures will exceed \$750,000 in FY 2016-2017. We do not expect any significant impacts from these new standards.

The proposed audit fee is reasonable for the scope of work and is consistent with the third year fee as proposed in Crosslin's original five year fee proposal. The Finance Department staff will continue to work with Crosslin to keep the hours on the engagement as low as possible. The cost of the audit is allocated to four funds, including the General Fund, Water and Sewer Fund, Municipal Center Fund and Post Employments Benefits Trust . Should you have any questions or need additional information, please contact the City Treasurer.

Staff Recommendation

The staff recommends approval of the accompanying resolution.

Fiscal Impact

Amount : 50,400
Source of Funds: Multiple
Account Number: Various

Fiscal Impact:

Sufficient funds are included in the FY 2018 proposed budget to cover the cost of the annual audit. The total cost (\$50,400) will be allocated to the following funds:

General Fund	\$27,450
Water & Sewer Fund	\$17,500
Municipal Center Fund	\$3,400
Post-Employment Benefits Trust	\$2,050

Attachments

Resolution 2017-32
Agreement
Signed Resolution

RESOLUTION 2017-32

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND CROSSLIN AND ASSOCIATES, PLLC FOR THE ANNUAL AUDIT OF THE CITY OF BRENTWOOD FOR THE FISCAL YEAR ENDING JUNE 30, 2017, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Crosslin and Associates, PLLC for the annual audit of the City of Brentwood for the fiscal year ending June 30, 2017, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR

Jill Burgin

ADOPTED: _

Approved as to form:

RECORDER

Deborah Hedgepath

CITY ATTORNEY

Roger A. Horner

CONTRACT TO AUDIT ACCOUNTS

OF

City of Brentwood

FROM July 01, 2016 TO June 30, 2017

This agreement made this 10th day of February 2017, by and between Crosslin and Associates, 3803 Bedford Avenue, Suite 103, Nashville, TN 37215, hereinafter referred to as the "auditor" and City of Brentwood, of PO Box 788, Brentwood, TN 37024-0788, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2016, and ending June 30, 2017 with the exceptions listed below:

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133* for fiscal years ending prior to December 25, 2015 and the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* for fiscal years ending December 25, 2015 or later. The audit is also to be conducted in accordance with any other applicable federal management circulars. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unqualified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* or the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* shall include the additional report required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report).

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2017, but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management and those charged with governance and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under SAS 122, Section AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA).** Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov <<http://www.comptroller.tn.gov>>. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C, 25 (b) and AU-C, 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions)

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **50,400**) or (Estimated gross fee:)

(If not fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did

Crosslin and Associates

City of Brentwood

Audit firms

Governmental Unit or Organization

 **Daniel Miller**

 **Karen Harper**

By

By

Signature

Signature

Title/Position:

Principal

Title/Position:

City Treasurer

E-mail address

dell.crosslin@crosslinpc.com

E-mail address

karen.harper@brentwoodtn.gov

Date:

February 10, 2017

Date:

February 23, 2017

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

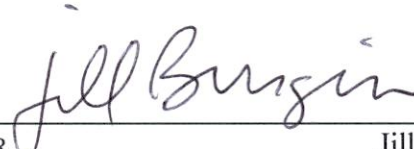
RESOLUTION 2017-32

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND CROSSLIN AND ASSOCIATES, PLLC FOR THE ANNUAL AUDIT OF THE CITY OF BRENTWOOD FOR THE FISCAL YEAR ENDING JUNE 30, 2017, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Crosslin and Associates, PLLC for the annual audit of the City of Brentwood for the fiscal year ending June 30, 2017, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

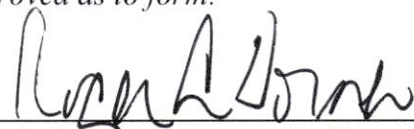


MAYOR Jill Burgin

ADOPTED: 5/22/2017



RECORDER Deborah Hedgepath

Approved as to form:


CITY ATTORNEY Roger A. Horner

CONTRACT TO AUDIT ACCOUNTS

OF

City of Brentwood

FROM July 01, 2016 TO June 30, 2017

This agreement made this 10th day of February 2017, by and between Crosslin and Associates, 3803 Bedford Avenue, Suite 103, Nashville, TN 37215, hereinafter referred to as the "auditor" and City of Brentwood, of PO Box 788, Brentwood, TN 37024-0788, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2016, and ending June 30, 2017 with the exceptions listed below:

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133* for fiscal years ending prior to December 25, 2015 and the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* for fiscal years ending December 25, 2015 or later. The audit is also to be conducted in accordance with any other applicable federal management circulars. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unqualified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* or the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* shall include the additional report required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report).

5. The auditor shall file one (1) electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2017, but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management and those charged with governance and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under SAS 122, Section AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular related parties in the notes to the financial statements, and material misstatement findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov <<http://www.comptroller.tn.gov>>. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis related parties not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C, 25 (b) and AU-C, 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions)

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **50,400**) or (Estimated gross fee:)

(If not fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:


11. As the authorized representative of the firm, I do hereby affirm that:
- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
 - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
 - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
 - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did

Crosslin and Associates

Audit firms

 **Daniel Miller**

By

Signature

Title/Position: **Principal**

E-mail address: **dell.crosslin@crosslinpc.com**

Date: **February 10, 2017**

City of Brentwood

Governmental Unit or Organization

 **Karen Harper**

By

Signature

Title/Position: **City Treasurer**

E-mail address: **karen.harper@brentwoodtn.gov**

Date: **February 23, 2017**

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:


Jill Burgin, Mayor

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Resolution 2017-33 - Approval of Agreement with Cunningham Construction for Granny White Water Line Connector Project

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Resolution 2017-33 - Approval of Agreement with Cunningham Construction for Granny White Water Line Connector Project.

Background

The Water Services Department's FY 2017-2023 Capital Improvements Plan includes funding for planned water system improvements throughout the distribution system in order to maintain the highest level of distribution service, reduce maintenance costs and avoid significant future capital costs. Projects are identified using the Department's distribution system model, along with the asset management program and GIS system, which aid staff in making decisions based on asset age, maintenance cost and historical performance.

For fiscal year 2017-2018, staff has identified for replacement an older section of approximately 1,000 feet of 8-inch plastic pipe along Granny White Pike between Belle Rive Drive and Johnson Chapel Road. This section of pipe was originally installed in 1976. This section also is a connection point between the north and south pressure zones which aids in the transfer of water between the two zones during peak periods of use. Operators control the flow at this connection remotely via the Department's SCADA/Telemetry system. The section proposed for replacement currently crosses the Harpeth River via suspension from the Granny White Pike bridge, which is the plan for the replacement pipe as well. A site map has been attached for reference.

On April 20 of this year, the City publicly opened construction bids for the aforementioned work. The City received three competitive bids ranging from a low bid of \$247,337.75 to a high bid of \$385,688.00, not including a contingency allowance. Cunningham Construction and Development, LLC of Nashville, TN submitted the lowest and best bid. Cunningham Construction has successfully completed numerous similar size projects in Brentwood and elsewhere in middle Tennessee over the years and therefore is considered competent to complete this project.

Accordingly, it is the recommendation of SSR Engineers, the project engineer, and the Water Services Department staff that the project be awarded to the low bidder, Cunningham Construction, in an amount not to exceed \$272,087.75, which includes the base bid amount plus a 10% contingency allowance. The contract amount is in excess of the project budgeted amount of \$175,000. However, the contract amount can be funded through funds available under the Department's overall capital improvements program (CIP) for water system improvement projects. Project construction is slated for this summer in hopes of completing the work while school is not in session. Staff has attached the project engineer's letter of recommendation, bid tab and contractor's bid for your consideration.

Please direct any questions to the Water Services Director.

Staff Recommendation

Staff recommends approval.

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : \$247,337.75

Source of Funds: Water & Sewer Fund

Account Number: 412-16700-8036

Fiscal Impact:

While the total including contingency exceeds the budgeted amount for this project, there are sufficient funds in the water system projects budget to cover the additional cost should the contingency be needed.

Attachments

Resolution 2017-33

Contract

Bid Summary

Cunningham Bid Submittal

Site Map

Engineer's Recommendation of Award

Signed Resolution

RESOLUTION 2017-33

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF
BRENTWOOD AND CUNNINGHAM CONSTRUCTION AND DEVELOPMENT, LLC
FOR CONSTRUCTION OF THE GRANNY WHITE PIKE WATER LINE CONNECTOR
PROJECT, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE
A PART OF THIS RESOLUTION BY REFERENCE**

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor be and is hereby authorized to execute an agreement by and between the City of Brentwood and Cunningham Construction and Development, LLC for construction of the Granny White Pike water line connector project, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR

Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER

Deborah Hedgepath

CITY ATTORNEY

Roger A. Horner

SECTION 00520

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Brentwood, Tennessee ("Owner") and
Cunningham Construction and Development, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish and install approximately 1,016 LF of 8" diameter RJ DIP water line, 65 LF of 8" diameter RJ DIP water line on the existing bridge, 235 LF of ¾" diameter service line, four (4) water assemblies, one (1) Pressure Reducing Valve complete with vault, along with fittings, valves, hydrants, concrete, pavement repairs, electrical, erosion control, and other required appurtenances.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

City of Brentwood Water Services Department
Granny White Pike 8" Connector
Brentwood, Tennessee

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Smith Seckman Reid, Inc.
- 3.02 The Owner has retained Smith Seckman Reid, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Days*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$247,337.75.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions and as outlined in Section 01200 of these Specifications. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 27th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06, but in no instance shall final payment of any undisputed amount be held for a period exceeding ninety (90) days after the certificate of substantial completion is issued.

6.04 *Escrow Account*

- A. If the Contract is \$500,000 or more, and funds are retained, all funds retained shall be deposited in an escrow account established upon withholding any retainage and handled in accordance with Tennessee Code Annotated (TCA) § 66-34-104. When the major portion of the Work is substantially completed or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion shall be released from escrow and paid to Contractor, withholding only that amount necessary to assure final completion.
- B. Owner must provide notice with each and every pay application that the Owner has complied with the requirements of Tennessee Code Annotated (TCA) § 66-34-104 with respect to escrow retainage.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the prevailing interest rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 7, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of 7 sheets with each sheet bearing the following general title:
Granny White Pike 8" Connector.
 9. Addenda.
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 11, inclusive).
 - b. Indemnification Agreement (pages 1 to 1, inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid

and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Brentwood, TN

CONTRACTOR: Cunningham Construction and Development, LLC

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

5211 Maryland Way

109 Steeplechase Lane

Brentwood, TN 37027

Nashville, TN 37221

License No.: Lic. #00037226, exp. 11/30/18
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID TABULATION SUMMARY
GRANNY WHITE PIKE 8" CONNECTOR
OWNER : CITY OF BRENTWOOD, TN
BID DATE : APRIL 20, 2017 - 2:00 P.M.

BIDDER NO.	BIDDER	TOTAL BASE BID
1	Cunningham Const. & Dev., LLC	\$247,337.75
2	SBW Constructors, LLC	\$248,522.03
3	Jarrett Builders, Inc.	\$385,688.00

SUMMARY OF ERRORS FOUND

1) SBW had an error with Item 30 - Grassing Bid Price. They had a total of \$3,351.74.
The correct total is \$3,350.13. This decreased their bid \$1.61.

SECTION 00400

BID FORM

Bid Recipient

1.01 This Bid is submitted to:

Owner: *Finance Director
City of Brentwood, Tennessee
5211 Maryland Way, P.O. Box 788
Brentwood, Tennessee 37027*

Project Title: *Granny White Pike 8" Connector*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and

drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Form Granny White Pike 8" Connector					
Schedule A – Lump Sum Bid Items					
Item No.	Description	Bid Price			
1	Erosion Control	\$ 8,500.00			
2	Miscellaneous Contingency Allowance	\$10,000.00			
Subtotal Schedule A Bid Items					\$ 18,500.00
Schedule B – Unit Price Bid Item					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
3	6" Ductile Iron Pipe (Outside Road)	LF	50	\$ 45.00	\$ 2,250.00
4	6" Ductile Iron Pipe (Inside Road)	LF	50	\$ 80.00	\$ 4,000.00
5	8" Ductile Iron RJ Pipe (Outside Road)	LF	903	\$ 65.00	\$ 58,695.00
6	8" Ductile Iron RJ Pipe (Inside Road)	LF	113	\$ 90.00	\$ 10,170.00
7	8" Ductile Iron RJ Pipe (On Bridge)	LF	65	\$ 450.00	\$ 29,250.00
8	D.I. Fittings	LBS	1,280	\$ 7.00	\$ 8,960.00
9	8" Gate Valve and Box	EA	2	\$ 4,000.00	\$ 8,000.00
10	14" X 8" Tapping Sleeve and Valve	EA	1	\$ 10,250.00	\$ 10,250.00
11	8" Tapping Sleeve and Valve	EA	1	\$ 4,500.00	\$ 4,500.00
12	Fire Hydrant Assembly	EA	1	\$ 4,000.00	\$ 4,000.00
13	8" Cla-Val PRV Complete with Vault	EA	1	\$ 38,000.00	\$ 38,000.00
14	2" Blow-off Assembly	EA	1	\$ 2,000.00	\$ 2,000.00
15	8" Expansion Joint	EA	1	\$ 3,500.00	\$ 3,500.00

16	Cut, Cap/Plug and Abandon Existing Water Line	EA	2	\$ 1,000.00	\$ 2,000.00
17	Class "B" Concrete	CY	10	\$ 200.00	\$ 2,000.00
18	Concrete Driveway Repair	SY	100	\$ 50.00	\$ 5,000.00
19	Exposed Aggregate Driveway Repair	SY	50	\$ 75.00	\$ 3,750.00
20	Concrete Curb & Gutter Repair	LF	20	\$ 60.00	\$ 1,200.00
21	Street Replacement Trench Width (Binder)	SY	25	\$ 60.00	\$ 1,500.00
22	Street Replacement Full Width Overlay (Milling & Surface)	SY	125	\$ 100.00	\$ 12,500.00
23	1" PEX Service (Outside Road)	LF	90	\$ 10.00	\$ 900.00
24	1" PEX Service (Inside Road)	LF	100	\$ 20.00	\$ 2,000.00
25	1" PEX Service (Punch)	LF	145	\$ 50.00	\$ 7,250.00
26	New Water Meter Box	EA	4	\$ 350.00	\$ 1,400.00
27	Connect Existing Private Service Lines to New Water Meter Boxes	EA	4	\$ 200.00	\$ 800.00
28	Rip-Rap	TONS	5	\$ 75.00	\$ 375.00
29	Crushed Stone Placed as Directed by the Owner/Engineer	TONS	10	\$ 75.00	\$ 750.00
30	Grassing	LF	903	\$ 4.25	\$ 3,837.75
Subtotal Schedule B Bid Items				\$ 228,837.75	
TOTAL SCHEDULE (A + B) BID ITEMS				\$ 247,337.75	

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Schedule (A + B) = Total Bid Price

\$ 247,337.75

Two hundred forty seven thousand three hundred thirty seven dollars
seventy five cents

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required 5% Bid security;
- B. Drug Free Workplace Affidavit;
- C. Non-Collusion Affidavit of Prime Bidder;
- D. Statement of License Certificate.
- E. Iran Divestment Act Requirements
- F. Statement of Compliance Certificate Illegal Immigrants

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

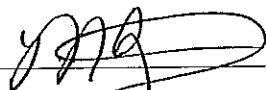
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Cunningham Construction & Dev. LLC

By:

[Signature]



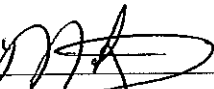
[Printed name]

Marten Cunningham

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Marten Cunningham

Title:

Member

Submittal Date:

4/20/2017

Address for giving notices:

Cunningham Construction & Dev. LLC

109 Steeplechase Lane Nashville Tn. 37221

Telephone Number:

615-533-5204

Fax Number:

615-507-1329

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

**BIDDER AFFIDAVIT ON COMPLIANCE
WITH DRUG-FREE WORKPLACE**

STATE OF Tennessee

COUNTY OF Williamson

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for Cunningham Construction
Development LLC
[Insert name and address of bidding entity].
2. That the bidding entity has submitted a bid to the City of Brentwood for the construction of the project titled:

GRANNY WHITE PIKE 8" CONNECTOR
3. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with T.C.A. § 50-9-101-113; and further, that the bidding entity's drug and alcohol testing program is operated pursuant to requirements at least as stringent as those of the program operated by the City of Brentwood as described in the construction specifications.
4. That the affidavit is made on personal knowledge.

Further Affiant says not.



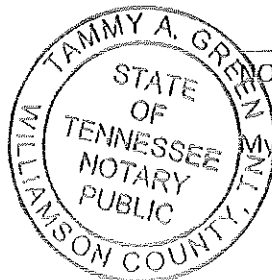
AFFIANT

Marlon Cunningham Cunningham Construction, Inc.
PRINTED NAME AND TITLE OF OFFICER Member



SIGNATURE BY PRINCIPLE OFFICER

Sworn to and subscribed before me a Notary Public for the above state and county, on this 19 day
of April, 20 17.



Tammy A. Green

NOTARY PUBLIC

My commission expires: 9-24-17

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee)
) ss.
County of Williamson)

Marlon Cunningham, being first duly sworn, deposes and says that:

- (1) He is Member of Cunningham Construction & Dev. LLC., the Bidder who has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all the pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid prices of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner or any person interested in the Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [Signature] Title: Member

SUBSCRIBED AND SWORN TO before me this 19 day of April, 2017.

By: [Signature]

My commission expires 9-24, 2017



32639210228457

State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

CUNNINGHAM CONSTRUCTION & DEVELOPMENT, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 37226

LIC STATUS: ACTIVE

EXPIRATION DATE: November 30, 2018

AGEM \$1,500,000 ; MU-A ; MU-C ; MU-D



IN-1313

DEPARTMENT OF
COMMERCE AND INSURANCE

STATEMENT OF LICENSE CERTIFICATE

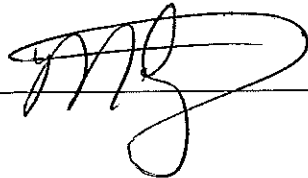
Each Contractor and/or Subcontractor Bidding shall fill in and sign the following:

This is to certify that Cunningham Construction & Dev. LLC have fully complied with all requirements of Chapter No. 6 of Title 62 of the Tennessee Codes Annotated. The Contractor's name, license number, expiration date of registration, and license classification appears on the envelope containing the bid, and I understand otherwise the bid will not be considered.

Cunningham Construction & Dev. LLC
(Contractor)

were issued Certificate No. 37226, on Nov. 30, 2016 by the State Board of Licensing General Contractors.

By: _____

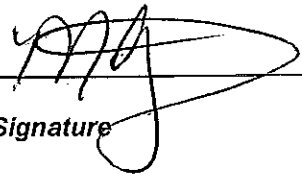


IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department's Central Procurement Office*. When competitive bidding is required, *Tennessee Code Annotated* § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.



Signature

4-20-2017

Date

Marlon Cunningham

Printed Name

Member

Title

Cunningham Construction & Dev, LLC

Name of Firm/Company

<https://tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106. Iran Divestment Act-July.pdf>

STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

Each Contractor bidding shall fill in and sign the following:

This is to certify that Cunningham Construction & Dev. LLC

Have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part 1, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements of Chapter no. 878.

Signed: [Signature]

State of Tennessee)

) ss

County of Williamson)

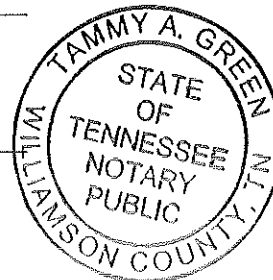
Personally appeared before me, Tammy A Green the undersigned Notary Public, Marlon Cunningham the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the Cunningham Construction & Dev. LLC ^{member} Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposed recited therein.

Sworn to and subscribed before me a Notary Public for the above state and county, on

This 19 day of April, 2017.

Tammy A Green
Notary Public

9-24-17
My Commission Expires



END OF BID FORM

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # ST1704201

KNOW ALL MEN BY THESE PRESENTS, that we CUNNINGHAM CONSTRUCTION & DEVELOPMENT, LLC

109 Steeplechase Lane Nashville, TN 37221

as Principal, hereinafter called the Principal, and SURETEC INSURANCE COMPANY

1330 Post Oak Blvd, Ste 1100 Houston, TX 77056

a corporation duly organized under the laws of the State of TX

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Brentwood, TN

P.O. Box 788 Brentwood, TN 37024

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid-----Dollars (\$ **5% of attached bid**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Granny White Pike 8" Connector

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of April 2017

CUNNINGHAM CONSTRUCTION & DEVELOPMENT, LLC

(Principal)

(Seal)

Ronnie A. Bump Jr.
(Witness)

[Signature]
(Title) Member

SURETEC INSURANCE COMPANY

Philip H. Costa
(Witness)

(Title)

Gregory E. Nash, ATTORNEY-IN-FACT
Bonds Southeast, Inc.
1030 17th Avenue South
Nashville, TN 37212
(615)321-9700

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Gregory E. Nash, Kelly L. Berry, Phillip H. Condra

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million Dollars and no/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

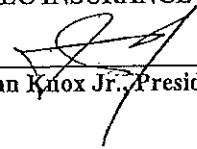
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

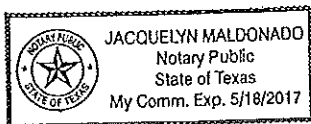
By: 
John Knox Jr., President

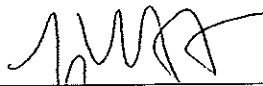
State of Texas
County of Harris

ss:



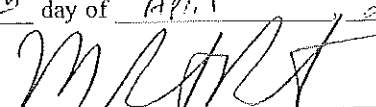
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 20th day of April, 2017, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



N



JOHNSON CHAPEL RD

GRANNYWHITE PIKE

Little Harpeth River

Route of G.W. Connector Line

6000

5416

5412

BELLE RIVE DR

BELLE RIVE DR

MCGAVOCK RD

MCGAVOCK RD



April 21, 2017

Mr. Chris Milton, Director
City of Brentwood Water Services Department
5211 Maryland Way
Brentwood, TN 37027

RE: **CITY OF BRENTWOOD, TN – WATER SERVICES DEPARTMENT
Granny White Pike 8" Connector
Brentwood, Tennessee
Bid Award
SSR No. 16-41-006.0**

Dear Mr. Milton:

On Thursday, April 20, 2017 at 2:00 P.M., bids were opened for the Granny White Pike 8" Connector project. Three (3) bids were submitted. A list of bidders and bid amounts is shown below.

Bidder	Bid Amount
1. Cunningham Construction & Development, LLC	\$247,337.75
2. SBW Constructors, LLC	\$248,522.03
3. Jarrett Builders, Inc.	\$385,688.00

After evaluations of the submitted bids, the low bidder is Cunningham Construction & Development, LLC. Per Section 00200, Article 19 – Evaluation of Bids and Award of Contract, each bid was checked for errors and a bid tabulation was created. There was one (1) error each with SBW's bid. There was an error with Item 30 – Grassing Bid Price. The corrected Total Bid Price for SBW is \$248,522.03. These errors had no effect on the determination of the low bidder on the project. The bid tab reflects these changes. A copy of the bid tab has been sent to all plan holders.

The low bidder, Cunningham Construction & Development, LLC is located in Nashville, Tennessee. We are familiar with this company as they have completed numerous projects we have designed in Middle Tennessee over the past several years. We feel confident of this contractor's capabilities and expertise in the work to be accomplished, and we recommend that the project be awarded to Cunningham Construction. If you have any questions regarding this recommendation or the project in general, please contact me at (615)460-0543.

Sincerely,
SMITH SECKMAN REID, INC.

A handwritten signature in black ink, appearing to read "Paolo Fonda".

Paolo M. Fonda, P.E.

Attachments

Cc: File (1)

RESOLUTION 2017-33

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND CUNNINGHAM CONSTRUCTION AND DEVELOPMENT, LLC FOR CONSTRUCTION OF THE GRANNY WHITE PIKE WATER LINE CONNECTOR PROJECT, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor be and is hereby authorized to execute an agreement by and between the City of Brentwood and Cunningham Construction and Development, LLC for construction of the Granny White Pike water line connector project, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

ADOPTED: 6/22/2017

Deborah Hedgepath
RECORDER Deborah Hedgepath

Jill Burgin
MAYOR Jill Burgin

Approved as to form:

Roger A. Horner
CITY ATTORNEY Roger A. Horner

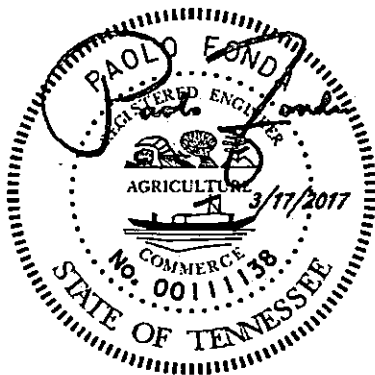
CONTRACT DOCUMENTS AND SPECIFICATIONS

PREPARED FOR:
GRANNY WHITE PIKE 8" CONNECTOR

PREPARED BY:
SMITH SECKMAN REID, INC.
TEL: (615) 383-1113
FAX: (615) 386-8469

SSR PROJECT NO.:
16-41-006.0

DATE:
March 17, 2017



SECTION 00010

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APPENDICES

Appendix A – City of Brentwood Standard Details

SECTION 00100

ADVERTISEMENT FOR BIDS

BRENTWOOD WATER SERVICES DEPARTMENT

GRANNY WHITE PIKE 8" CONNECTOR

Sealed Bids for furnishing of all materials labor, tools, equipment, and appurtenances necessary for the construction of GRANNY WHITE 8" CONNECTOR will be received by the Director at the Brentwood Municipal Center, 5211 Maryland Way, Brentwood, TN 37027, in the Commissioner's Chambers on the second floor, until **2:00 PM local time, on Thursday, April 20, 2017**, and then at said office publicly opened and read aloud.

Furnish and install approximately 1,016 LF of 8" diameter RJ DIP water line, 65 LF of 8" diameter RJ DIP water line on the existing bridge, 235 LF of ¾" diameter service line, four (4) water assemblies, one (1) Pressure Reducing Valve complete with vault, along with fittings, valves, hydrants, concrete, pavement repairs, electrical, erosion control, and other required appurtenances.

The Instructions to Bidders, Form of Bid, Form of Contract, Specifications, and forms of Bid Bond, Performance Bond, Payment Bond, and other Contract Documents may be examined at the following:

Smith Seckman Reid, Inc.
2995 Sidco Drive
Nashville, Tennessee 37204
(615) 383-1113

Brentwood Water Services Department
1750 General George Patton Drive
Brentwood, Tennessee 37027
(615) 371-0080

Award, if award is made, will be to the lowest responsive, responsible bidder on the Total Base Bid per the bid proposal form.

Copies of Bid Documents may be obtained at the office of the Engineer, Smith Seckman Reid, Inc., located at 2995 Sidco Drive, Nashville, TN 37204, upon payment of \$50.00 for each set of documents. This payment is nonrefundable. One set shall constitute one copy of all contract documents and specifications, one full-size set of drawings, and electronic document format (pdf) version of the contract documents, specifications and drawings. Only entities obtaining Contract Documents through Smith Seckman Reid, Inc. shall be considered a Biddings Document Holder for purposes of qualifying for the Bid. Bids received from those entities not classified as Biddings Document Holders shall not be opened. Contact Donna Howell at (615)460-0451.

Each bidder must deposit with his bid, security in the amount of five percent (5%) of the amount of his maximum bid price subject to the conditions provided in the Instructions to Bidders.

Each Bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside as, "Bid for GRANNY WHITE PIKE 8" CONNECTOR." If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

In accordance with provisions of TCA 62-6-119, the name, license number, expiration date thereof, and license classification of the contractors applying to the bid for the prime contract and for major subcontracts shall appear on the outside of the envelope containing the bid.

Any and all Bids not meeting the aforementioned criteria for Bid submittal, will be declared nonresponsive and void, shall not be opened or considered, and will be returned to the Bidder unopened.

All Bids must be made out and submitted on the proposal form furnished for this purpose and in accordance with the instructions in the Instructions to Bidders. No interlineations, additions, or deletions shall be made in the proposal form by the Bidder.

The Owner reserves the right to waive any informalities or to reject any or all Bids, to evaluate any Bid, and to accept any Bid which in its opinion may be for the best interest of the Owner.

No Bids will be received or accepted after the above specified time for the opening of Bids. Bids submitted after the designated hour will be deemed invalid and returned unopened to the Bidder.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the Bid.

No Bidder may withdraw his Bid within sixty (60) days after the actual date of the opening thereof.

Bidders are required to certify, under penalty of perjury, that bids have been prepared without collusion with other bidders, subcontractors, suppliers, etc. This certification is included with the Bid Proposal which each Bidder must sign in the space provided.

This project is subject to the requirements and regulations of the Tennessee Department of Environment and Conservation and of any applicable State and local codes.

SECTION 00200

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 7 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. [Evidence of Bidder's authority to do business in the state where the Project is located.]
 - B. [Bidder's state or other contractor license number, if applicable.]
 - C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]
 - D. [Other required information regarding qualifications]
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or

storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A Pre-Bid Conference will not be held for this project.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work.
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
 - A. Contractors name, address, license classification, license number, and expiration date clearly identified on the outside of the envelope containing bid of contractor applying to bid for prime contract in accordance with Tennessee Code Annotated (TCA) 62-6-119 Bid Documents – Required Disclosure by Bidders.
 - B. Each of the following subcontractor's name, license classification; license number, and expiration date clearly identified on the outside of the envelope containing the contractor's bid who meet the following specified criteria and in accordance with TCA 62-6-119:
 - 1. Electrical subcontractor – unless bid is less than \$25,000.
 - 2. Plumbing subcontractor – unless bid is less than \$25,000.
 - 3. Heating, Ventilation, and Air Conditioning subcontractor – unless bid is less than \$25,000.
 - 4. Masonry subcontract – unless total cost of masonry portion of construction project is less than \$100,000, materials and labor.
 - 5. Only one (1) contractor of each classification may be listed, including prime contract.
 - 6. Prime contractor bidders who are to perform electrical, plumbing, heating, ventilation and air conditioning, and/or masonry portions of construction project must be so designated clearly on outside of envelope containing bid.
 - C. Each prospective Bidder shall conform fully to TCA 62-6-119.
- 15.02 A Bid shall be received no later **2:00 PM** local time on **Thursday, January 12, 2017** at the Brentwood Municipal Center, 5211 Maryland Way, Brentwood, TN 37027, in the Commissioner's Chambers on the second floor and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to **Finance Director at the City of Brentwood, Tennessee.**
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 15.04 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under

penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106 (Iran Divestment Act).

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
 - A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Equipment directly related to the production of potable water may be exempt from state sales tax under INDUSTRIAL MACHINERY AUTHORIZATION. These exemptions are described in the Retailers' Sales Tax Act, TCA-67-6-101 et seq. It shall be the Contractor's responsibility to verify with the State of Tennessee what specific equipment, if any, is exempt from sales tax (and related taxes) and to apply for all authorizations required to receive any and all tax exemptions.

The Owner and Engineer assume no responsibility for the interpretation or application of the tax laws to this project.

ARTICLE 23 – DRUG FREE WORKPLACE PROGRAM

- 23.01 Pursuant to T.C.A. §50-9-113, a Bidder must have a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9 in effect at the time of submission of its bid, at least to the extent required of governmental entities.

SECTION 00400

BID FORM

Bid Recipient

1.01 This Bid is submitted to:

Owner: *Finance Director
City of Brentwood, Tennessee
5211 Maryland Way, P.O. Box 788
Brentwood, Tennessee 37027*

Project Title: *Granny White Pike 8" Connector*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and

drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Form Granny White Pike 8" Connector					
Schedule A – Lump Sum Bid Items					
Item No.	Description	Bid Price			
1	Erosion Control	\$ 8,500.00			
2	Miscellaneous Contingency Allowance	\$10,000.00			
Subtotal Schedule A Bid Items					\$ 18,500.00
Schedule B – Unit Price Bid Item					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
3	6" Ductile Iron Pipe (Outside Road)	LF	50	\$ 45.00	\$ 2,250.00
4	6" Ductile Iron Pipe (Inside Road)	LF	50	\$ 80.00	\$ 4,000.00
5	8" Ductile Iron RJ Pipe (Outside Road)	LF	903	\$ 65.00	\$ 58,695.00
6	8" Ductile Iron RJ Pipe (Inside Road)	LF	113	\$ 90.00	\$ 10,170.00
7	8" Ductile Iron RJ Pipe (On Bridge)	LF	65	\$ 450.00	\$ 29,250.00
8	D.I. Fittings	LBS	1,280	\$ 7.00	\$ 8,960.00
9	8" Gate Valve and Box	EA	2	\$ 4,000.00	\$ 8,000.00
10	14" X 8" Tapping Sleeve and Valve	EA	1	\$ 10,250.00	\$ 10,250.00
11	8" Tapping Sleeve and Valve	EA	1	\$ 4,500.00	\$ 4,500.00
12	Fire Hydrant Assembly	EA	1	\$ 4,000.00	\$ 4,000.00
13	8" Cla-Val PRV Complete with Vault	EA	1	\$ 38,000.00	\$ 38,000.00
14	2" Blow-off Assembly	EA	1	\$ 2,000.00	\$ 2,000.00
15	8" Expansion Joint	EA	1	\$ 3,500.00	\$ 3,500.00

16	Cut, Cap/Plug and Abandon Existing Water Line	EA	2	\$ 1,000.00	\$ 2,000.00
17	Class "B" Concrete	CY	10	\$ 200.00	\$ 2,000.00
18	Concrete Driveway Repair	SY	100	\$ 50.00	\$ 5,000.00
19	Exposed Aggregate Driveway Repair	SY	50	\$ 75.00	\$ 3,750.00
20	Concrete Curb & Gutter Repair	LF	20	\$ 60.00	\$ 1,200.00
21	Street Replacement Trench Width (Binder)	SY	25	\$ 60.00	\$ 1,500.00
22	Street Replacement Full Width Overlay (Milling & Surface)	SY	125	\$ 100.00	\$ 12,500.00
23	1" PEX Service (Outside Road)	LF	90	\$ 10.00	\$ 900.00
24	1" PEX Service (Inside Road)	LF	100	\$ 20.00	\$ 2,000.00
25	1" PEX Service (Punch)	LF	145	\$ 50.00	\$ 7,250.00
26	New Water Meter Box	EA	4	\$ 350.00	\$ 1,400.00
27	Connect Existing Private Service Lines to New Water Meter Boxes	EA	4	\$ 200.00	\$ 800.00
28	Rip-Rap	TONS	5	\$ 75.00	\$ 375.00
29	Crushed Stone Placed as Directed by the Owner/Engineer	TONS	10	\$ 75.00	\$ 750.00
30	Grassing	LF	903	\$ 4.25	\$ 3,837.75
Subtotal Schedule B Bid Items				\$ 228,837.75	
TOTAL SCHEDULE (A + B) BID ITEMS				\$ 247,337.75	

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Schedule (A + B) = Total Bid Price

\$ 247,337.75

*Two hundred forty seven thousand three hundred thirty seven dollars
seventy five cents*

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required 5% Bid security;
- B. Drug Free Workplace Affidavit;
- C. Non-Collusion Affidavit of Prime Bidder;
- D. Statement of License Certificate.
- E. Iran Divestment Act Requirements
- F. Statement of Compliance Certificate Illegal Immigrants

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

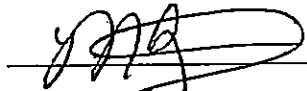
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Cunningham Construction & Dev. LLC

By:

[Signature]



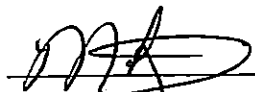
[Printed name]

Marlon Cunningham

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Marlon Cunningham

Title:

Member

Submittal Date:

4/20/2017

Address for giving notices:

Cunningham Construction & Dev. LLC
109 Steeplechase Lane Nashville Tn. 37221

Telephone Number:

615-533-5204

Fax Number:

615-507-1329

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

**BIDDER AFFIDAVIT ON COMPLIANCE
WITH DRUG-FREE WORKPLACE**

STATE OF Tennessee

COUNTY OF Williamson

NOW COMES AFFIANT; who being duly sworn, deposes and says:

1. He/She is the principal officer for Cunningham Construction & Development LLC
[Insert name and address of bidding entity].
2. That the bidding entity has submitted a bid to the City of Brentwood for the construction of the project titled:

GRANNY WHITE PIKE 8" CONNECTOR
3. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with T.C.A. § 50-9-101-113; and further, that the bidding entity's drug and alcohol testing program is operated pursuant to requirements at least as stringent as those of the program operated by the City of Brentwood as described in the construction specifications.
4. That the affidavit is made on personal knowledge.

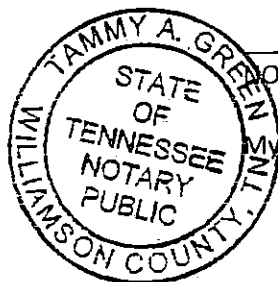
Further Affiant says not.


AFFIANT

Marlon Cunningham, Cunningham Construction & Development Member
PRINTED NAME AND TITLE OF OFFICER


SIGNATURE BY PRINCIPLE OFFICER

Sworn to and subscribed before me a Notary Public for the above state and county, on this 19 day of April, 2017.



Tammy A. Green
NOTARY PUBLIC

My commission expires: 9-24-17

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee

) ss.

County of Williamson

Marlon Cunningham, being first duly sworn, deposes and says that:

- (1) He is Member of Cunningham Construction & Dev LLC. the Bidder who has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all the pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid prices of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner or any person interested in the Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [Signature]

Title: Member

SUBSCRIBED AND SWORN TO before me this

19

day of

April

2017

By: [Signature]

My commission expires

9-24

2017



12639210228457

State of Tennessee

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

CUNNINGHAM CONSTRUCTION & DEVELOPMENT, LLC

This is to certify that all requirements of the State of Tennessee have been met.



ID NUMBER: 37226

LIC STATUS: ACTIVE

EXPIRATION DATE: November 30, 2018

AGENCY: 51-5003000; MUA, MUC, MUD

IN THE
DEPARTMENT OF
COMMERCE AND INSURANCE

STATEMENT OF LICENSE CERTIFICATE

Each Contractor and/or Subcontractor Bidding shall fill in and sign the following:

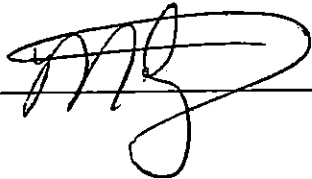
This is to certify that Cunningham Construction & Dev. LLC have fully complied with all requirements of Chapter No. 6 of Title 62 of the Tennessee Codes Annotated. The Contractor's name, license number, expiration date of registration, and license classification appears on the envelope containing the bid, and I understand otherwise the bid will not be considered.

Cunningham Construction & Dev. LLC

(Contractor)

were issued Certificate No. 37226, on Nov. 30, 2016 by the State Board of Licensing General Contractors.

By: _____

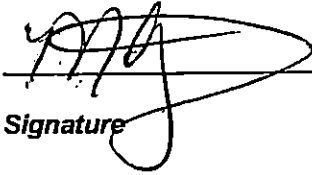


IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department's Central Procurement Office*. When competitive bidding is required, *Tennessee Code Annotated* § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.



Signature

4-20-2017

Date

Marlon Cunningham

Printed Name

Member

Title

Cunningham Construction & Dev, LLC

Name of Firm/Company

[https://tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106. Iran Divestment Act-July.pdf](https://tn.gov/assets/entities/generalservices/cpo/attachments/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106.%20Iran%20Divestment%20Act-July.pdf)

STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

Each Contractor bidding shall fill in and sign the following:

This is to certify that Cunningham Construction & Dev. LLC

Have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements of Chapter no. 878.

Signed: [Signature]

State of Tennessee

) ss

County of Williamson

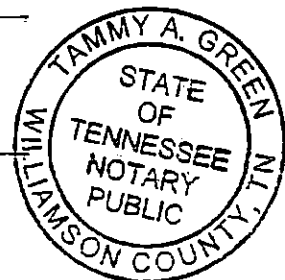
Personally appeared before me, Tammy A Green the undersigned Notary Public, Marlon Cunningham the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / ^{member} Partner (as applicable) of the Cunningham Construction & Dev. LLC, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposed recited therein.

Sworn to and subscribed before me a Notary Public for the above state and county, on

This 19 day of April, 2017.

Tammy A Green
Notary Public

9-24-17
My Commission Expires



END OF BID FORM

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # ST1704201

KNOW ALL MEN BY THESE PRESENTS, that we CUNNINGHAM CONSTRUCTION & DEVELOPMENT, LLC

109 Steeplechase Lane Nashville, TN 37221

as Principal, hereinafter called the Principal, and SURETEC INSURANCE COMPANY

1330 Post Oak Blvd, Ste 1100 Houston, TX 77056

a corporation duly organized under the laws of the State of TX

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Brentwood, TN

P.O. Box 788 Brentwood, TN 37024

(Here insert full name, and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of

Five Percent of Amount Bid _____ Dollars (\$ 5% of attached bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Granny White Pike 8" Connector

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of April 2017

CUNNINGHAM CONSTRUCTION & DEVELOPMENT, LLC

(Principal)

(Seal)

Donnie L. Berry Jr.
(Witness)

[Signature]
(Title) Member

SURETEC INSURANCE COMPANY

Philip H. Carter
(Witness)

(Title)

Gregory E. Nash, ATTORNEY-IN-FACT
Bonds Southeast, Inc.
1030 17th Avenue South
Nashville, TN 37212
(615)321-9700

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Gregory E. Nash, Kelly L. Berry, Phillip H. Condra

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million Dollars and no/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

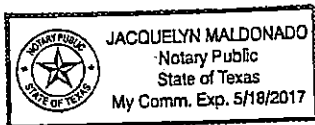
By: [Signature]
John Knox Jr., President

State of Texas
County of Harris

SS:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 20th day of April, 2017, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SECTION 00520

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Brentwood, Tennessee ("Owner") and
Cunningham Construction and Development, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish and install approximately 1,016 LF of 8" diameter RJ DIP water line, 65 LF of 8" diameter RJ DIP water line on the existing bridge, 235 LF of ¾" diameter service line, four (4) water assemblies, one (1) Pressure Reducing Valve complete with vault, along with fittings, valves, hydrants, concrete, pavement repairs, electrical, erosion control, and other required appurtenances.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

City of Brentwood Water Services Department
Granny White Pike 8" Connector
Brentwood, Tennessee

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Smith Seckman Reid, Inc.
- 3.02 The Owner has retained Smith Seckman Reid, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Days*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$247,337.75.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions and as outlined in Section 01200 of these Specifications. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 27th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06, but in no instance shall final payment of any undisputed amount be held for a period exceeding ninety (90) days after the certificate of substantial completion is issued.

6.04 *Escrow Account*

- A. If the Contract is \$500,000 or more, and funds are retained, all funds retained shall be deposited in an escrow account established upon withholding any retainage and handled in accordance with Tennessee Code Annotated (TCA) § 66-34-104. When the major portion of the Work is substantially completed or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion shall be released from escrow and paid to Contractor, withholding only that amount necessary to assure final completion.
- B. Owner must provide notice with each and every pay application that the Owner has complied with the requirements of Tennessee Code Annotated (TCA) § 66-34-104 with respect to escrow retainage.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the prevailing interest rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. (pages 1 to 1, inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 7, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of 7 sheets with each sheet bearing the following general title:
Granny White Pike 8" Connector.
 9. Addenda.
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 11, inclusive).
 - b. Indemnification Agreement (pages 1 to 1, inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid

and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 5/22/2017 (which is the Effective Date of the Contract).

OWNER: City of Brentwood, TN

CONTRACTOR: Cunningham Construction and Development, LLC

By:

Title:

Attest:

Title:

Address for giving notices:

5211 Maryland Way

Brentwood, TN 37027

By:

Title:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Title:

Address for giving notices:

109 Steeplechase Lane

Nashville, TN 37221

License No.: Lic. #00037226, exp. 11/30/18
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SECTION 00610

PERFORMANCE BOND

CONTRACTOR (name and address):

Cunningham Construction and Development, LLC
109 Steeplechase Lane
Nashville, TN 37221

SURETY (name and address of principal place of business):

SureTec Insurance Company
1330 Post Oak Blvd., Suite 1100
Houston, TX 77056

OWNER (name and address): City of Brentwood, TN

5211 Maryland Way
Brentwood, TN 37027

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

5/22/2017

Amount: \$247,337.75

Description (name and location): Granny White Pike 8" Connector, Brentwood, TN

BOND

Bond Number: 4412366

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$247,337.75

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Cunningham Construction & Development, LLC (seal)
Contractor's Name and Corporate Seal

By:



Signature

Print Name

Member

Title

Attest:

Gina Cunningham
Signature

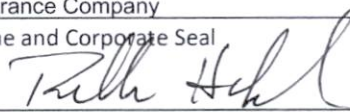
Member

Title

SURETY

SurTec Insurance Company (seal)
Surety's Name and Corporate Seal

By:

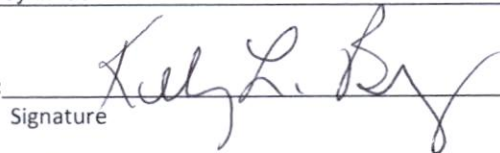


Signature (attach power of attorney)

Phillip H. Condra
Print Name

attorney-in-fact
Title

Attest:



Signature

Kelly L. Berry, witness
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

SECTION 00615

PAYMENT BOND

CONTRACTOR (name and address):

Cunningham Construction and Development, LLC
109 Steeplechase Lane
Nashville, TN 37221

SURETY (name and address of principal place of business):

SureTec Insurance Company
1330 Post Oak Blvd., Suite 1100
Houston, TX 77056

OWNER (name and address): City of Brentwood, TN
5211 Maryland Way
Brentwood, TN 37027

CONSTRUCTION CONTRACT

Effective Date of the Agreement: 5/22/2017

Amount: \$247,337.75

Description (name and location): Granny White Pike 8" Connector, Brentwood, TN

BOND

Bond Number: 4412366

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$247,335.75

Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Cunningham Construction & Development, LLC (seal)
Contractor's Name and Corporate Seal

By: 
Signature

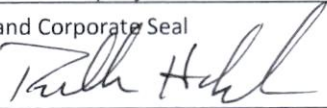
Marton Cunningham
Print Name

Member
Title

Attest: Gina Cunningham
Signature

Member
Title

SureTec Insurance Company (seal)
Surety's Name and Corporate Seal

By: 
Signature (attach power of attorney)

Phillip H. Condra
Print Name

attorney-in-fact
Title

Attest: 
Signature

Kelly L. Berry, witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or, with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Gregory E. Nash, Kelly L. Berry, Phillip H. Condra

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Three Million Dollars and no/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of May, A.D. 2017.

SURETEC INSURANCE COMPANY

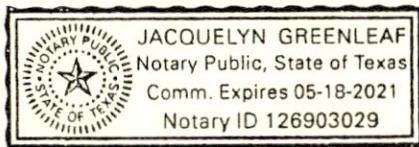
By:

John Knox Jr., President

State of Texas ss:
County of Harris



On this 3rd day of May, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]

Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SECTION 00625

CERTIFICATE OF OWNER'S ATTORNEY

Project Description: GRANNY WHITE PIKE 8" CONNECTOR

I, the undersigned, Roger A. Horner

the duly authorized and acting legal representative of

City of Brentwood

do hereby certify as follows:

I have examined the attached agreement(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Roger A. Horner

Date: 4/22/2017

SECTION 00630

INDEMNIFICATION AGREEMENT

Project Description: GRANNY WHITE PIKE 8" CONNECTOR

Cunningham Construction and Development, LLC

(Contractor)

agrees to indemnify and save the government of the City of Brentwood, Smith Seckman Reid, Inc., and those consultants listed in the Supplementary Conditions Section 1.01.A.20 and individual, on or off-duty, officers, and employees of the City of Brentwood, Smith Seckman Reid, Inc., and those consultants listed in the Supplementary Conditions Section 1.01.A.20 harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Brentwood, Smith Seckman Reid, Inc., and those consultants listed in the Supplementary Conditions Section 1.01.A.20.

Dated this 16 day of May, 2017.

By: 

Name and Title: Marlon Cunningham Member



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank E. Neal & Co., Inc. P.O. Box 40507 193-B Polk Avenue Nashville TN 37204		CONTACT NAME: PHONE (A/C No. Ext): (615) 383-8874 FAX (A/C No.): (615) 383-8939 E-MAIL: ltomberlain@feneal.com ADDRESS:	
INSURED Junningham Construction & Development, LLC 109 Steeplechase Lane Nashville TN 37221		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company 10677 INSURER B: Bridgefield Casualty Insurance 10335 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 11/15/2016-17	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		EPP0175419	11/15/2016	11/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EBA0175419	11/15/2016	11/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		EPP0175419	11/15/2016	11/15/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	019639889	11/15/2016	11/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	CONTRACTORS EQUIPMENT LEASED/RENTED COVERAGE		EPP0175419	11/15/2016	11/15/2017	LEASED/RENTED EQP LIMIT: 205,000 DEDUCTIBLE: 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: GRANNY WHITE PIKE - 8 INCH CONNECTOR
AS RESPECTS GENERAL LIABILITY, THE CERTIFICATE HOLDER IS ADDITIONAL INSURED PER FORM GA233 WITH RESPECT TO THE WRITTEN CONTRACT BETWEEN THE CERTIFICATE HOLDER AND THE NAMED INSURED FOR THE REFERENCED PROJECT OR AGREEMENT.

CERTIFICATE HOLDER (615) 371-2233 CITY OF BRENTWOOD SMITH, SECKMAN & REID ATTN: WATER SERVICES 5211 MARYLAND WAY P. O. BOX 788 BRENTWOOD, TN 37027-0788	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wink Neal/LEE <i>Wink Neal</i>
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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph:
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

- include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete; Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC 1.01.A.20 Add the following language at the end of the last sentence of Paragraph 1.01.A.20:

The Engineer's consultants should include the following firms:

- a. James Terry and Associates – Surveyor

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

SC-5.03 Delete Paragraphs 5.03.A and 5.06.B in their entirety and insert the following:

- A. No reports of explorations and tests of subsurface conditions at or adjacent to the Site were performed by the Owner:

SC-5.04 Differing Subsurface or Physical Conditions

SC-5.04 Delete Paragraphs 5.04 in its entirety.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor's Insurance

SC 6.03.K Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
--------	------------------

Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
--	------------------

Employer's Liability:

Bodily injury, each accident	\$ <u>1,000,000</u>
------------------------------	---------------------

Bodily injury by disease, each employee	\$ <u>1,000,000</u>
---	---------------------

Bodily injury/disease aggregate	\$ <u>1,000,000</u>
---------------------------------	---------------------

Foreign voluntary worker compensation	<u>Statutory</u>
---------------------------------------	------------------

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>1,000,000</u>
-------------------	---------------------

Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
---	---------------------

Personal and Advertising Injury	\$ <u>1,000,000</u>
---------------------------------	---------------------

Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>
---	---------------------

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$ <u>1,000,000</u>
-------------	---------------------

Each accident	\$ <u>1,000,000</u>
---------------	---------------------

Property Damage:

Each accident	\$ <u>1,000,000</u>
---------------	---------------------

[or]

Combined Single Limit of	\$ <u>1,000,000</u>
4. Excess or Umbrella Liability:	
Per Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>2,000,000</u>
5. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:	
James Terry and Associates – Surveyor	
6. Contractor's Professional Liability:	
Each Claim	\$ <u>1,000,000</u>
Annual Aggregate	\$ <u>1,000,000</u>

SC-6.05 *Property Insurance*

SC-6.05.A.1 **Add the following new subparagraph after subparagraph 6.05.A.1:**

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:

James Terry and Associates – Surveyor

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 *Labor; Working Hours*

SC-7.02.B **Add the following new subparagraphs immediately after Paragraph 7.02.B:**

1. Regular working hours will be 7:00AM to 5:00PM

SC-7.09 *Taxes*

SC 7.09.B **Add a new paragraph immediately after Paragraph 7.09.A:**

- B. Equipment directly related to the production of potable water may be exempt from state sales tax under INDUSTRIAL MACHINERY AUTHORIZATION. These exemptions are described in the Retailers' Sales Tax Act, TCA-67-6-101 et seq. It shall be the Contractor's responsibility to verify with the State of Tennessee what specific equipment, if any, is exempt from sales tax (and related taxes) and to apply for all authorizations required to receive any and all tax exemptions. The Owner and Engineer assume no responsibility for the interpretation or application of the tax laws to this project.

SC-7.12 Safety and Protection

SC-7.12 Add a new paragraphs immediately after Paragraph 7.12.G:

H. Confined Space Requirements.

1. Certain aspects of work performed under this contract may involve the entry into manholes, tanks, pits, etc. which are defined as confined spaces by the OSHA requirements which are detailed in the Combined Federal Register 1910.146. The Contractor is advised to become familiar with all aspects and requirements of this OSHA policy in order for the Contractor to protect his employees and all others involved from the dangers that maybe associated with the limited access and hazardous atmospheres that may exists in these confined spaces. It is the Contractor's responsibility to become familiar with and institute the various permitting, sampling and other associated safety requirements for confined space entry.
- I. Neither Owner, Engineer or other consultants, agents or employees of Owner and Engineer shall have any duty, obligation or responsibility for supervising, directing, inspecting, monitoring, overseeing, enforcing or otherwise ensuring Contractor's compliance with and performance of safety requirements or procedures. If the Owner or Engineer happens to observe or become aware of a failure to comply with safety requirements or procedures by the Contractor, its employees or subcontractors, the Owner or Engineer may, at his discretion, so notify Contractor. If, in the judgment of the Owner or Engineer, observed failure to comply constitutes an immediate threat to persons or property, or prevents Owner or Engineer from safely gaining access to work or otherwise performing his duties, the Owner may order work stopped until problem is rectified, and Contractor, or subcontractor, shall immediately comply with such order. Contractor shall have no claim for delay or damages against Owner, nor shall Contractor be entitled to an extension of contract time due to any work stoppage arising from Contractor's failure to comply with safety requirements or procedures.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.13 Owner's Site Representative

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. The Owner's Site Representative shall have the same limitations of authority as described in paragraph 9.09 of the General Conditions.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 *Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Engineer will not furnish a Resident Project Representative (RPR) for this project.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.03 *Unit Price Work*

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. if the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement; and
 - 2. if there is no corresponding adjustment with respect to any other item of Work; and
 - 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 *Tests, Inspections, and Approvals*

SC-14.02 Add the following new paragraphs immediately after Paragraph 14.02.F:

- G. Where prior inspection and test of material is required, documentary evidence in the form of test reports showing that the material has passed such inspection and test must be furnished to the Engineer prior to the time the material is incorporated in the work. Cost for this work shall be merged into the price of the project. All rejected material shall be properly removed from the site.
- H. All materials and workmanship shall be subject to inspection, examination, or test by the Owner and the Engineer at any and all times during construction and at any and all places where such construction is carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected

workmanship or defective materials, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 *Progress Payments*

SC 15.02.B.1 **Add the following new subparagraph to Paragraph 15.02.B.1:**

- a. By signing the Application and Certificate for Payment, the Contractor certifies that all items, units, quantities, and prices of Work and material in the estimate are correct, that all Work has been performed and materials supplied in full accordance with the contract, and that the Contractor has no claims for damages, losses or expense against the Owner for compensation in addition to that provided for in the application except such claims for change of contract price as the Contractor has filed with the Engineer and Owner in writing prior to the date of his certifying the application.

SC-15.03 *Substantial Completion*

SC 15.03.B **Add the following new subparagraph to Paragraph 15.03.B:**

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-15.08 *Correction Period*

SC-15.08 **Add the following new paragraph immediately after Paragraph 15.08.E:**

- F. Guarantee: All material and workmanship performed under this Contract shall be guaranteed for a period of one year from the date of Substantial Completion, unless a longer period is stipulated elsewhere for specific workmanship, materials, and equipment elsewhere in the Contract Documents, and any defective material or workmanship occurring within these periods shall be remedied by the Contractor at his expense upon notice from the Owner.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 *Arbitration*

SC-17.02 **Add the following new paragraph immediately after Paragraph 17.01.**

- A. In an effort to resolve any conflicts between the Owner and the Contractor arising out of or relating to the Contract or following the completion of the Work, the Owner and the Contractor agree that all disputes between them shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Either party may request mediation in writing with the other party hereto. The

fees and expenses of the mediator and any mediation service shall be shared equally by the Owner and the Contractor, unless the parties agree otherwise. In no event shall the demand for mediation be made after the date when institution of an action at law or in equity based on such claim, dispute, or other matter in questions would be barred by the applicable statute of limitations. In the event mediation is unsuccessful in resolving a dispute, or the parties have mutually agreed to forego mediation, venue for any litigation resulting from the dispute shall lie with the courts of Williamson County, Tennessee.

SC-17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

SECTION 01100

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions for use of site and Owner occupancy, and relations of Contractor-subcontractors.

1.2 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. The intent of these Contract Documents is for the Work described herein to be complete in every detail for the purposes designated and the Contractor to provide everything necessary for such Work, notwithstanding any omission in the Contract Documents.
- B. The work to be performed under this Contract shall consist of the following major work items:
 - 1. Furnish and install approximately 1,016 LF of 8" diameter RJ DIP water line, 65 LF of 8" diameter RJ DIP water line on the existing bridge, 235 LF of ¾" diameter service line, four (4) water assemblies, one (1) Pressure Reducing Valve complete with vault, along with fittings, valves, hydrants, concrete, pavement repairs, erosion control, and other required appurtenances.
- C. All work described above shall be performed as shown on the Drawings and as specified.
- D. The mention of any specific duty or liability of the Contractor in any part of the Contract Documents shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by the Contract Documents, said reference to any specific duty or liability being merely for purposes of explanation.
- E. Contractor shall be responsible for ensuring that all of their subcontractors and suppliers have been provided with Contract Documents as provided and amended during bidding and as further amended during construction. Failure by any subcontractor or supplier to have a full and complete and up-to-date set of Contract Documents shall not relieve the Contractor from providing all equipment and materials in accordance with these Contract Documents at no additional cost to Owner.

1.3 CONTRACT METHOD

- A. Perform Work included in the Contract under a stipulated price contract, including unit prices and adjustment prices with Owner described in the Agreement.
- B. Work for this contract is identified on the Drawings and Specifications.
- C. Work not specifically identified on the Drawings or in the Specifications but necessary to accomplish the work shall be performed as specified and as required.

1.4 COMPLIANCE WITH STATE AND LOCAL LAWS

- A. The Contractor shall comply with all applicable requirements of the State and local laws and ordinances to the extent that such requirements do not conflict with Federal laws or regulations.

1.5 MARKERS

- A. The Contractor shall preserve all USGS, State of Tennessee, and private property markers, regardless of whether shown on the Drawings or not. The Contractor shall not remove or disturb any such markers without prior approval from the Engineer. If any marker is removed, either as a part of the Work, or due to the Contractor's negligence, the replacement of such markers, including the associated survey to insure proper location, shall be at the Contractor's expense.

1.6 ACCESS TO WORK

- A. The Contractor shall at all times provide proper facilities for access and inspection of the Work by the Owner's representatives and of official governmental agencies as may be designated by the Owner as having jurisdictional rights to inspect the Work.

1.7 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall confine his operations to such portions of property of Owner, and to the rights-of-way or easements acquired for work as shown. Private property adjacent to work shall not be entered upon or used by Contractor for any purpose whatsoever without the written consent of owner thereof. Contractor shall provide at his expense for all additional lands required for temporary construction facilities, storage of materials and equipment or access to the work not otherwise provided by Owner.
- B. Assume full responsibility for protection and safekeeping of products under this Contract.
- C. Contractor shall not load nor permit any part of any new or existing structure associated with the work to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.
- D. From the commencement until the completion of Work, Contractor shall be solely responsible for care of Work covered by Contract and for materials, supplies and equipment delivered at site intended to be used in work; and all injury or damage to same from whatever cause, shall be made good at Contractor's expense before the final payment is made. Contractor shall provide suitable means of protection for and shall protect all materials intended to be used in Work, all work in progress, and all completed work. Contractor shall take all necessary precautions to prevent injury or damage to Work by flood, fire, freezing or from inclement weather.
- E. Work which is subject to damage by inclement weather or extremes of temperature shall not be performed during such weather or if such weather is imminent unless approved protective measures are in place. Contractor shall provide all means and methods necessary

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. *Resolving Discrepancies:*
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. **Builder's Risk:** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

to protect vulnerable work from damage due to weather and shall replace any work damaged by weather, at no additional cost to Owner.

- F. Owner, Engineer, and their agents and other employees, shall for any purpose, and any other parties who may enter into contracts with the Owner for doing work within the territory covered by this Contract shall, for all purposes which may be required by their contracts, have access to Work and premises used by Contractor, and Contractor shall provide safe and proper facilities therefore.
- G. Storage of Flammable or Explosive Materials On-Site:
 - 1. In no case shall Contractor store any flammable or explosive materials at project site, in excess of materials needed for work to be undertaken during current working day. At end of working day, all such materials shall be removed from project site and secured at an off-site location.

1.8 MATERIALS AND MANUFACTURER'S QUALIFICATIONS

- A. All materials to be incorporated into the Work shall be new, unused, and correctly designed. The material shall be of standard first grad quality, produced by expert workmen, and intended for the use for which they are offered. Materials which in the opinion of the Engineer are inferior or of a lower grade than indicated, specified, or required, will not be accepted.
- B. The manufacturers of all materials to be used in the Work must be reputable and regularly engaged in the manufacture of the particular material for the use and service for which they are offered.
- C. All materials used in construction of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. If requested or required by the Engineer in order to demonstrate that the materials meet the level of standards described in the specifications, the Contractor shall pay for all laboratory inspection services. The laboratory or inspection agency shall be selected by the Contractor and approved by the Owner.
- D. All Pipe, pipe fittings, plumbing fittings, and fixtures including, but not limited to, coated or uncoated brass or bronze materials that could come in contact with drinking water shall be in accordance with the 2011 Reduction of Lead in Drinking Water Act that amends the Safe Drinking Water Act Section 1417 effective January 4, 2014. The following internet link provides further clarification and direction on the requirement:

<http://nepis.epa.gov/adove/pdf/p100grdz.pdf>

1.9 ATTENTION TO THE WORK

- A. The Contractor shall give his personal attention to and shall supervise the Work to the end that it shall be performed faithfully, and when he is not personally present on the site, he shall at all times be represented by a competent superintendent or foreman who shall be present at the site and who shall receive and obey all instructions or orders given under this Contract, and who shall have full authority to execute the same, and to supply materials, tool and labor without delay, and who shall be the legal representative of the Contractor.

The Contractor shall be liable for the faithful observance of any instructions delivered to him or to his authorized representatives.

1.10 AREA NOTIFICATION

- A. Not less than 7 days prior to the commencement of the Work, if requested by the Owner, the Contractor shall notify all property owners in the vicinity of construction with a printed door hanger or flyer notice indicating the scheduled date of construction, the type of construction, the Contractor's and the Superintendent's name and telephone number.

1.11 WORK ON PRIVATE PROPERTY

- A. Where the work encroaches upon private property, the Owner will provide permanent easements and/or right-of-entry (temporary construction easements). At least 5 days prior to construction on any easement, the Contractor shall notify the property owner as requested by the owner. The notification shall include the Contractor's name, and contact person's name and phone number.
- B. The Contractor shall be responsible for obtaining any additional area which he may deem necessary for the construction of this project. The Contractor shall obtain a written agreement between the Contractor and the property owner, and forward to the Engineer prior to use of the property. The agreement between the Contractor and the property owner should include language stating that the property owner accepts that the Owner has no involvement in the use of the property and cannot be held liable for any damages that may occur from the Contractor's use of said property.

1.12 WORK IN STREET OR ROAD

- A. Throughout the performance of the work or in connection with this Contract, Contractor shall construct and adequately maintain suitable and safe crossing over the trenches as are necessary to care for public and private traffic. The material excavated from the trenches shall be deposited and compacted along the sides of the trench or elsewhere in such a manner as to give no inconvenience to the traveling public, or to the Owner.
- B. Excess material from the trenches shall be removed from the project site when all trench work has been completed.

1.13 SAFETY AND CONVENIENCE

- A. The Contractor is solely responsible for safety and shall do all work necessary to protect the general public from hazards throughout the duration of the project. The Contractor shall adhere to current OSHA Regulations throughout his work.

1.14 UNAUTHORIZED DISCHARGE

- A. The Contractor shall provide the methods, means and facilities to prevent contamination of soil, water and atmosphere from the discharge of pollutants produced by construction operations, including storm water.

1.15 STRUCTURE PROTECTION AND PRESERVATION

- A. Particular care shall be taken by the Contractor to protect the buildings and structures in the vicinity of construction.

1.16 SPECIAL REQUIREMENTS

- A. Contractor shall provide all necessary systems and provisions for the installation, testing, disinfection, and commissioning of all installed equipment.
- B. Testing and disinfection of all piping and equipment shall be in accordance with applicable specification sections, regulatory guidelines and the following list of referenced standards. Additional requirements are contained within the Drawings (Plans) and these Contract Documents.
 - 1. AWWA C-651 – Disinfecting Water Mains.
 - 2. AWWA C-600 – Installation of Ductile Iron Water Mains and their Appurtenances.
- C. Special regulations, supplements, and amendments of the State and/or local authorities having jurisdiction.
- D. Comply with the applicable edition date of each regulation as adopted by the authorities having jurisdiction.

1.17 WORK SEQUENCE

- A. Work shall be scheduled in such a manner as not to interfere with normal operation of the existing facilities.
- B. Coordinate tie-ins and start-up with an appropriate utility provider, Owner and Engineer.
- C. Short interruptions in operation of Owner's facilities will be permitted to accommodate work. These interruptions shall occur only after coordination with Owner and Engineer and only under conditions dictated by Owner. Contractor shall schedule interruptions and work as necessary to accommodate needs of the sewage collection and treatment systems.
 - 1. Coordinate temporary disruptions of utility services with Owner and Engineer.
 - 2. For disruption of service, have on hand all materials, labor, tools and equipment necessary to accomplish work before disruption of facilities operations begins.
 - 3. Contractor shall maintain power or provide temporary power to all electrically-powered equipment and critical control devices disrupted by Contractor's operations.
- D. Contractor shall be solely responsible for the means, manpower, methods, techniques, sequences and procedures of construction and for coordinating the construction and installation of all materials and equipment shown or described in the Contract Drawings and Specifications in accordance with the general requirements in the preceding section, and subject to the approval of the Engineer and Owner.

1.18 CONTRACT WORKING HOURS

- A. All work at the site shall be performed during regular working hours and the Contractor will not permit overtime work or the performance of the Work on Saturday, Sunday, or any legal holiday without the Owner's written consent given after prior notice to the Engineer. Regular working hours are Monday through Friday from 7:00 A.M. to 5:00 P.M.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

The Contractor shall furnish all labor, tools, equipment, and materials to construct the proposed improvements complete as shown on the Plans and as described in these specifications. The work shall be measured for payment in accordance with applicable provisions of these specifications and payment shall be made on the basis of the unit prices or lump sum prices bid.

The Contractor's attention is called to the fact that, although the pay items shown shall be the basis for establishing the contract price, the pay items do not necessarily reflect the total amount of work to be performed. The cost of incidental work such as cleanup, clearing and grubbing, trenching, backfilling, testing, etc. which is necessary, but which is not specifically listed as one of the pay items, shall be included in the price bid for the eligible pay items to which the incidental work is most closely related. If an item of work is not specifically listed in the Proposal Form, payment for it shall not be separately made.

PART 2 - MEASUREMENT AND PAYMENT

There follows a section by section description of the Methods of Measurement and Basis for Payment of the various items of work associated with the respective section.

A. Lump Sum Bid Items:

1. Payment shall be based on a percentage labor and material incorporated in Work for each line item of accepted Schedule of Values.

B. Unit Prices

1. Unit prices are identified in contract and stated as separate pay items. These items are paid on basis of stated unit price for quantities actually installed in accordance with General Conditions.

PART 3 - ITEMS OF WORK

3.1 EROSION AND SEDIMENT CONTROL

- A. Measurement and Payment for the items associated with erosion and sediment control shall be as follows:
 1. Measurement - There shall be no separate measurement nor will payment will be made for individual erosion control devices. The Contractor will be paid an appropriate percentage of the bid amount each month for erosion control as long as the Contractor's erosion control systems are in place and functional.

3.2 SITE PREPARATION

- A. Site preparation is not a pay item. It shall be considered and designated a necessary part of the construction, and unit prices bid for items with which site preparation is connected shall be full compensation for this item and for all labor, materials, and equipment required to complete the item in accordance with the Plans and Specifications.

3.3 TRENCHING, BEDDING, AND BACKFILLING FOR WATER LINES

- A. Measurement and payment for the items associated with trenching, bedding, and backfilling for water lines and appurtenances shall be as follows:

- 1. Trenching and Excavation

- Trenching and Excavation are unclassified and are not pay items. They shall be considered and designated a necessary part of the construction, and unit prices bid for items with which trenching and excavation are connected shall be full compensation for these items and for all labor, materials, and equipment required to complete the item in accordance with the Plans and Specifications. No additional payment will be made for rock excavation.

- 2. Overdepth Excavation and Backfill

- Measurement

- Where the Engineer directs overdepth excavation to remove unsuitable material which is not the result of the Contractor's negligence, such overdepth excavation and backfill with crushed stone will be measured for payment.

- Payment

- Payment for overdepth excavation and backfill with crushed stone shall be made on the basis of the unit price bid per cubic yard, which payment shall constitute full compensation for excavation and disposal of the unsuitable material and replacement with stone.

- 3. Sheet piling, Shoring, and Bracing

- Sheet piling, shoring, and bracing used and then removed is not a pay item. They shall be considered and designated a necessary part of the construction, and unit prices bid for items with which sheet piling, shoring, and bracing is connected shall be full compensation for this item and for all labor, materials, and equipment required to complete the item in accordance with the Plans and Specifications.

- 4. Bedding

- Bedding is not a pay item. It shall be considered and designated a necessary part of the construction, and unit prices bid for items with which bedding is connected shall be full

compensation for this item and for all labor, materials, and equipment required to complete the item in accordance with the Specifications and the Standard Detail Drawings.

5. Backfilling

Selected, general and crushed stone backfill are not pay items. They shall be considered and designated a necessary part of the construction, and unit prices bid for items with which selected, general and crushed stone backfill are connected shall be full compensation for these items and for all labor, materials, and equipment required to complete the items in accordance with the Specifications and the Standard Detail Drawings.

6. Crushed Stone for Uses Other than Bedding and Backfill

a. Crushed Stone Placed as Directed by Engineer

Measurement

Where the Engineer or Owner directs the Contractor to provide crushed stone at places other than those covered in other pay items, the stone shall be measured by utilizing actual delivery tickets showing date, location, and weight delivered and accepted by Engineer for incorporation in the work. Such delivery tickets must be initialed by the Engineer's representative as approved for payment.

Stone used for overdepth excavation backfill, pavement repair and replacement, and on other items where included in separate pay items will not be paid for under this item.

Payment

Payment for crushed stone placed at the direction of the Engineer shall be made on the basis of the unit price bid per ton, and shall constitute full compensation for delivery, placement, and compaction as required.

b. Maintenance

Crushed stone required for maintenance of various areas affected by the Contractor's operations during construction including, but not limited to, unpaved roads, shoulders, driveways, and trench maintenance shall be at the Contractor's expense and will not be a pay item.

3.4 GRASSING

A. Measurement and Payment for the items associated with grassing shall be as follows:

1. Measurement - Areas where new seeding and strawing is provided shall be measured horizontally along the centerline of the pipe installed. Seeding and strawing of all areas disturbed by construction, as required herein, except those areas immediately above the centerline of pipe installed will not be measured for payment under this item of work, but shall be merged in the unit prices for other items of work.
2. Payment - Payment for seeding and strawing shall be made at the unit price quoted for seeding and strawing as measured above.

3.5 RIP-RAP

A. Measurement and Payment for the items associated with rip-rap shall be as follows:

1. Measurement - Measurement of rip-rap will be made at the Unit Price bid per ton installed. Accepted quantities of rip-rap will be paid at the bid price per ton for the work complete in place. This will typically be calculated using the actual material delivery tickets. This payment will include all of the equipment, labor, and material used for bank stabilization. Material includes, but is not limited to rip-rap and filter blankets.
2. Payment - Payment will be at the Unit Price bid per ton and shall be limited to areas shown on the Contract Drawings or as otherwise designated by the Engineer/Owner.

3.6 PAVEMENT REPAIR

A. Measurement and payment for the items associated with pavement repair shall be as follows:

1. Street Replacement Trench Width

Measurement

Measurement for street replacement trench width shall be measured by the square yard placed to install binder flush with the existing pavement (min. 8"), unless otherwise noted in the specifications or drawings.

Payment

Payment for street replacement trench width shall be made on the basis of the unit price bid per square yard. Such payment shall constitute full compensation for furnishing all labor, materials, and equipment, and replacing the damaged pavement, including the base as required. The Contractor is advised that although the limits of payment shall be as described under measurement, the Contractor shall be responsible for replacing all pavement damaged during construction, so that the paved area is left in a condition as good as or better than before the start of construction.

2. Street Replacement Full Width Overlay

Measurement

Measurement for street replacement full width overlay shall be measured by the square yard milled and 2" of asphaltic concrete surface placed unless otherwise noted in the specifications or drawings.

Payment

Payment for street replacement full width overlay shall be made on the basis of the unit price bid per square yard. Such payment shall constitute full compensation for furnishing all labor, materials, and equipment, milling and replacing the damaged pavement, including the base as required. The Contractor is advised that although the limits of payment shall be as described under measurement, the Contractor shall be responsible for replacing all pavement damaged during construction, so that the paved area is left in a condition as good as or better than before the start of construction.

3. Driveway Repair

Measurement

Measurement for driveway repair shall be measured by the square yard placed with the same type and thickness of pavement as that existing prior to construction.

Payment

Payment for driveway repair shall be made on the basis of the unit prices bid per square yard for concrete, exposed aggregate or asphalt as indicated in the Bid Form. Such payment shall constitute full compensation for furnishing all labor, materials, and equipment and installing or replacing the driveway as shown on the drawings. The CONTRACTOR is advised that he shall be responsible for replacing all surface damaged during construction, so that all driveways are left in a condition as good as or better than before the start of construction. No separate pay will be made for repair of gravel driveways.

3.7 TRAFFIC CONTROL

- A. There shall be no separate payment for "Traffic Control." Costs shall be considered incidental to construction and should be contained in other Unit Prices.

3.8 VALVES, HYDRANTS, AND BLOWOFFS

- A. Measurement and payment for valves, tapping sleeves and valves (TS&V), fire hydrants, blowoffs, and related appurtenances shall be as follows:

- 1. Valves and Valve Boxes / TS&V

Measurement

Valves and boxes and TS&V will be measured by actual count of each size and type of valve installed in the completed system.

Payment

Payment for furnishing and installing valves and boxes of the various sizes and classifications, together with any necessary joint accessories, adapters, extension stems, and valve box support collars shall be made on the basis of the unit prices bid.

Such payment shall constitute full compensation for furnishing and installing the valves and boxes complete in full accordance with the Plans and Specifications and Standard Detail Drawings.

2. Fire Hydrants

Measurement

Measurement of fire hydrants for payment shall be made by actual count of fire hydrants provided in the completed installation. Separate measurement will not be made for any extensions required for excessive depth.

Payment

Payment for furnishing and installing fire hydrants complete shall be made on the basis of the unit price bid. Such payment shall constitute compensation in full for furnishing and installing the fire hydrant complete with the necessary barrel, concrete base and kicker, valve, fittings, and the required crushed stone for drainage. Any extensions required because of excessive depth shall be included in the unit price bid for the fire hydrant.

3. Blowoffs and Boxes

Measurement

Measurement of blowoffs and boxes for payment shall be made by actual count of blowoffs and boxes provided.

Payment

Payment for furnishing and installing blowoffs and boxes complete shall be made on the basis of the unit price bid. Such payment shall constitute payment in full for furnishing labor and material for blowoffs including, but not limited to, boxes, pipe, fittings, valves, concrete blocking and valves, crushed stone and installing the blowoffs and boxes in accordance with the Standard Detail Drawing.

3.9 WATER LINES AND ACCESSORIES

A. Measurement and payment for water lines and related appurtenances shall be as follows:

Water lines shall be classified as either under travel way or outside travel way. A travel way includes roads, shoulders, driveways, sidewalks, parking areas. A water line which runs parallel to a travel way will be considered under travel way if it lies three feet (3') or less from the edge of the travel way.

1. Water Lines

Measurement

Measurement of water lines to be included for payment shall be the actual length of pipe laid in the trench measured to the nearest foot (1') along the center line of the pipe and including the lengths of valves and fittings in the line. Measurements shall begin at the ends of existing pipes, valves, or fittings to which the new pipe is connected or such other point as may be designated on the Plans.

Measurement for water service piping shall be the actual length installed between the relocated water main and the connection to the existing house service line.

Payment

Payment for furnishing and installing water lines complete will be made at the unit price bid per linear foot for water lines and services of the various sizes, classifications and location with respect to travel way. Payment for furnishing and installing water lines shall constitute full compensation for furnishing, hauling, trenching (including rock), bedding, detection wire (for PVC pipe), installation, backfilling (including crushed stone backfill for water lines under travel way), testing, disinfection, together with other incidental and related work necessary for the completion of the water main installation except that fittings, valves, valve boxes, pavement repair and replacement, and such other items as may be included in separate bid items shall be paid for separately.

Payment for service lines shall include the cost of all fittings installed in those lines.

2. Fittings

Measurement

Pipe fittings for ductile iron pipe will be measured for payment by multiplying the number of fittings in each classification by the standard weight of the fitting as shown in appropriate tables of ANSI/AWWA C110 or ANSI/AWWA C153 latest revision, "American Standard for Gray Iron and Ductile Iron Fittings Three (3") Inches through Forty-eight (48") Inches for Water and Other Liquids". Weights of fittings shall be exclusive of glands, bolts, gaskets, or other appurtenances, and shall be as shown in the above specification rather than actual invoice weights.

Compact fittings will be measured in the same manner as standard fittings, except that the "standard" weight for a compact fitting will be the weight stated in the fitting manufacturer's approved submittal information.

Payment

Payment for furnishing and installing ductile iron pipe fittings complete in accordance with these specifications will be made on the basis of unit price bid per pound for pipe fittings, and shall constitute compensation in full for furnishing and installing the fittings together with all incidental and related work except as specifically covered by the other pay items.

3. Concrete Thrust Blocks

Measurement

Measurement of Class "B" concrete used in bracing pipe and thrust blocks for fittings shall be made by utilizing actual delivery tickets showing date, location, and cubic yard delivered and accepted by Engineer for incorporation in the work.

No additional payment shall be made for steel rods, clamps, bolts, etc. used to hold the pipe and fittings in place at over bends.

Payment

Payment for furnishing and installing Class "B" concrete used in bracing pipe and thrust blocks for fittings shall be made on the basis of the unit price bid per cubic yard. Such payment shall constitute compensation in full for excavation and backfill furnishing and placing the concrete and other incidental work necessary to complete the item.

4. Dead End Braces

Measurement

No measurement shall be made for dead end braces except those to determine Class "B" concrete required.

Payment

No separate payment shall be made for dead end braces except that Class "B" concrete shall be determined and paid for at the unit price bid for Class "B" concrete.

5. Concrete Cradles, Arch Encasement, and Full Encasement

Measurement

Class "B" concrete used for cradles, arch encasement or full encasement will be measured for payment by measurement of the horizontal distance of cradles, arch encasements or full encasement constructed along the centerline of the water line installed at locations shown on the plans or as directed by the Engineer. The depth and shape shall be as shown on the Standard Detail Drawings.

Measurement for Class "B" concrete used in pads, or other concrete items shall be based on the theoretical volume required for the dimensions of the structure as shown on the Drawings or as directed by the Engineer.

Payment

Payment for furnishing and installing Class "B" concrete used for cradles, arch encasement and full encasement shall be made on the basis of the linear foot price bid and shall be full compensation for all labor, materials, and equipment necessary for the construction of the item per the Standard Detail Drawing.

6. Connections to Existing Water Lines

Measurement

Connections to existing water lines shall be made at places and in a manner shown on the Plans and in these Specifications. Measurement shall not be required.

Payment

No separate payment shall be made for connections to the existing water lines unless a bid item is included for a designated connection.

Where connections to existing water lines are included as a bid item, payment shall be in accordance with the lump sum bid for each designated connection, complete and in place as shown on the plans. Such payment shall compensate in full for all labor, materials, and equipment necessary to complete connections.

7. Cut, Cap/Plug and Abandon Existing Water Line

Measurement

Measurement of the bid item for abandoning existing water lines will be made based on the actual number of lines cut, capped or plugged, and abandoned as called for on the drawings.

Payment

Payment for abandonment of existing water lines shall be made on the basis of the unit prices bid. Such payment shall constitute full compensation for work associated with sawing or cutting, capping or plugging, and concrete blocking for restraint to seal off

existing mains indicated to remain in service. Minimum 6-inch cover of concrete on all sides around the end of the pipe shall be required.

8. Temporary Construction Fences

No separate measurement and payment will be made as the cost of temporary construction fences should be included in other work being performed.

9. Water Meter Box

Measurement

New Water Meter Box will be measured by the unit of the various types and sizes of meters installed on the new water line. The water meter box work shall include the installation of a corporation cock, meter yoke, new meter box, curb stop, and tapping saddle as required.

Payment

Payment for New Meter Box will be made at the unit price bid for each new meter box installation. Such payment shall constitute full compensation for furnishing and installing all materials, including but not limited to excavation, hauling and disposition of surplus excavated materials, backfill, and yard piping repair as needed.

10. Pressure Reducing Valve and Vault

Measurement

Pressure reducing valves will be measured by the unit of PRVs installed complete with vault. The PRV work shall include valve, pre-cast vault, piping and all other accessories as needed and in full accordance with the Plans and Specifications.

Payment

Payment for pressure reducing valves will be made at the unit price bid for each new PRV and vault installation. Such payment shall constitute full compensation for furnishing and installing all materials, including but not limited to excavation, hauling and disposition of surplus excavated materials, backfill, flange adaptors, interior piping, blocking and sump pump (if required) in full accordance with the Plans and Specifications.

11. Connection of Private Service Lines to New Water Meter Box

Measurement

Connection of existing private service lines to new Water Meter Boxes will be measured by actual count of connections installed. The work shall include the connection of the existing residential service line to the new water meter boxes. All required service line required to make the connection shall match the existing service line.

Payment

Payment for furnishing and installing private service lines to new water meter boxes shall be made on the basis of the unit price bid. Such payment shall constitute full compensation for furnishing and installing all materials, including but not limited to excavation, trench excavation protection, hauling and disposition of surplus excavated materials, sand backfill, and yard piping repair as needed.

12. Miscellaneous Allowance

A lump sum miscellaneous allowance of \$10,000.00 has been established to compensate the Contractor for work ordered by the Engineer or Owner outside that work included in the Unit Price pay items. This allowance may also be used to pay for overruns on Unit Price items or other unforeseen circumstances.

3.10 SPECIAL NOTES ON MEASUREMENT

- A. Where the work to be performed on a lump sum item is of such magnitude that partial payment may be requested before the item is complete, the Contractor shall furnish the Engineer with an acceptable breakdown of the costs included in the lump sum price for use in determining the amount of partial payments.
- B. The Contractor is reminded that unit price bid items for pipe line work, etc., include clean-up and other incidentals. Where clean-up or other non-pay items are neglected, or are not carried out in a systematic manner as the work progresses, the Engineer may withhold such sums as he may determine to be necessary to cover the uncompleted work. Such withholding shall be in addition to the contract retainage.

3.11 OTHER WORK

- A. The method of payment for the project shall be as described in the preceding items of this Section and as set out in the Bid Form. Any other items of work necessary to complete the project in accordance with the Plans and Specifications shall be included in the prices bid for the pay items and no separate payment will be made for such work.

END OF SECTION

SECTION 01200

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes requirements for the CONTRACTOR to meet when submitting an Application for Payment in addition to those found in the Agreement and the General Conditions. This section shall not over rule or alter any part of the Agreement or General Conditions.

1.2 RELATED SECTIONS

- A. Section 01300 Administrative Procedures

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 FORMAT

- A. The Cover and Continuation sheets shall be similar to the EJCDC form 1910-8-E and approved by the Engineer.
 - 1. Cover Sheet
 - 2. Continuation Sheet(s)
 - 3. Invoices or receipts for stored material for which payment is requested.
 - 4. Other information that may be required by the Engineer.
- B. The Cover and Continuation sheets shall be similar to the EJCDC form 1910-8-E and approved by the Engineer.
- C. The Contractor will also be required to provide the Owner properly executed waivers of lien or other claims, in a form acceptable to the Owner, from all subcontractors, manufacturers, suppliers or others having lien or other claim rights, wherein said subcontractors, manufacturers, suppliers or others having lien or other claim rights shall acknowledge receipt of all sums due pursuant to all prior Applications for Payments and waive and relinquish any liens, lien rights or other claims relating to the Project.
- D. Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict

compliance with the Contract and that the Contractor knows of no reason why payment should not be made as requested. The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim or other encumbrance of any person whatsoever.

- E. The schedule of values listed on the continuation sheet shall match the unit price bid form.
- F. The City of Brentwood shall make every attempt to make payment to the Contractor within thirty (30) days following the submission of an Application for Payment, in form acceptable to the Owner. The amount of each payment shall be the amount specified and agreed upon by Owner, Engineer and Contractor for the related items and amount of work. The Architect/Engineers approval of the Contractor's Application for Payment shall not preclude the City from the exercise of its rights as set forth in the General Conditions.
- G. In the event the Owner rejects an Application for Payment for failing to comply with the Payment Procedure requirements, payment shall not be due until thirty (30) days following correction of all noted defects and resubmission by the Contractor. If the Application for Payment is rejected for any legitimate reason, the 30-day period shall start over when an acceptable Application for Payment is received.
- H. All values of stored material listed on the Application for Payment shall be verified with legible copies of applicable invoices or receipts for the respective material.
- I. Certify the Application for Payment by signature of authorized officer.
- J. Each authorized Change Order shall be included on continuation sheet(s), Change Order number shall be printed in the description column and the remaining columns shall be completed as for an original item of work.
- K. Notwithstanding any other provision of this Agreement, The City shall have the right to refuse to make any payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:
 - 1. Cover Sheet
 - 2. The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
 - 3. The quantity of the Contractor's work not being as represented in the Contractor's Application for Payment or otherwise;
 - 4. The Contractor's rate of progress being such that, in the Owner's opinion, substantial or final completion, or both, may be inexcusably delayed;
 - 5. The Contractor's failure to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's Task Order-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers;

6. Claims made, pending or known against the City or its property in relation to this Contract or the acts or omissions of the Contractor or any of its subcontractors;
7. Loss caused by the Contractor; and,
8. The Contractor's failure or refusal to perform any of its obligations to the Owner.

3.2 SUBMITTAL PROCEDURE

- A. Submit six (6) copies of the Application for Payment to the ENGINEER. The ENGINEER shall retain one (1) copy, the OWNER shall retain four (4) copies, and one (1) copy shall be returned to the CONTRACTOR along with the Payment.
- B. Each copy of the Application for Payment shall include original signatures.
- C. The ENGINEER's Address is: Smith Seckman Reid
2995 Sidco Drive
Nashville, Tennessee 37204
Attn: Paolo Fonda, P.E.
- D. Each Application for Payment shall include a transmittal letter identifying the date, OWNER's name, Project name, Application for Payment number, and the Project Engineer's name.

END OF SECTION

SECTION 01260

WEATHER DELAYS

PART 1 - GENERAL

1.1 EXTENSIONS OF CONTRACT TIME

- A. An extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

1.2 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

- A. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Tennessee.
- B. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
- C. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11

1.3 ADVERSE WEATHER AND WEATHER DELAY DAYS

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
1. precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure
 2. sustained wind in excess of twenty-five (25) m.p.h.
 3. standing snow in excess of one inch (1.00")
- B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
1. for rain days above the standard baseline;
 2. only if there is a hindrance to site access or sitework, such as excavation, backfill, and footings; and,

3. at a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the standard baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Designer.
- C. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day, including a weekend day or holiday if Contractor has scheduled construction activity that day.

1.4 DOCUMENTATION

- A. At the end of the month, add up the number of days delay, subtract the baseline number given above, and show the resulting claimable days. Submit a copy of the completed report with the next application for payment and with subsequent claim for time extension. Claims for time extension based upon weather delays will be denied if a submitted report does not corroborate the claim or if no report was submitted when it was required in accordance with this paragraph.
- B. Submit daily jobsite work logs showing which and to what extent construction activities have been affected by weather on a monthly basis.
- C. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Engineer/Owner at beginning of project.
- D. If an extension of the Contract Time is appropriate, it shall be implemented in accordance with the provisions of the General Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01300

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. The provisions of the General Conditions set forth the relationships between parties concerning administrative tasks. The purpose of this section is to identify the procedural requirements for certain administrative tasks related to this project.

1.2 RELATED SECTIONS

- A. Section 01200 Payment Procedures

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PROGRESS SCHEDULES

- A. Progress schedules shall be in a form acceptable to OWNER and ENGINEER.
- B. As a minimum, progress schedules shall include at least one task for each major division of the Projects General Requirements and Specifications.

3.2 SHOP DRAWING

- A. Submittal Requirements

- 1. The CONTRACTOR shall submit six (6) copies of Shop drawings to ENGINEER prior to incorporation of any materials into the Project. CONTRACTOR shall review manufacturer's/suppliers' data prior to submittal to ENGINEER and shall indicate approval of that material in an acceptable manner.
- 2. Submittals shall include a transmittal letter that identifies the Project Name, ENGINEER'S project number, and the related Drawing and/or Specification number(s).
- 3. As a minimum, the ENGINEER should have ten (10) working days to review a submittal.
- 4. ENGINEER will retain four (4) copies of all submittals.

- B. Re-submittals

- 1. Re-submittals shall meet the requirements for initial submittals.

2. Re-submittals shall note changes made to the previous submittal.
- C. Distribution
- D. The CONTRACTOR is responsible for distributing Shop Drawings and Samples which bear the ENGINEER's stamp of approval to all persons and entities requiring the information.

3.3 PROGRESS MEETINGS

A. General

1. Progress meetings shall be held monthly to review the progress of the work.

B. Contractor's Responsibilities

1. The ENGINEER shall be responsible for scheduling and administering monthly progress meetings, to include the following:
 - a. Making physical arrangements for meetings.
 - b. Preparing agenda for meetings.
 - c. Presiding at meetings.
 - d. Recording the meeting minutes.
 - e. Distributing copies of minutes after each meeting. Distribution shall include mailing or faxing one copy of the minutes to all participants in the meeting, and to all parties affected by decisions made at the meeting.

C. Location

1. Location of the meetings shall be the OWNER's office.

D. Attendance

1. The following parties shall be adequately represented at each progress meeting:
 - a. OWNER
 - b. ENGINEER
 - c. CONTRACTOR
 - d. Subcontractors and Suppliers as appropriate
2. It is the CONTRACTOR's responsibility to ensure representatives of the CONTRACTOR, subcontractors and suppliers attending meetings are qualified and authorized to act on behalf of the entity each represents.

3.4 RECORD DOCUMENTS

A. General

1. As a part of Work of this Contract, record documents shall be prepared and maintained by Contractor and shall show the precise, as-built locations of all buried, imbedded or concealed piping or conduit, including piping or conduit fixtures, fittings and accessories, and other buried features installed by Contractor. Piping, conduit, or other architectural, structural and mechanical, electrical, plumbing, and instrumentation and controls features shall also be shown on record documents.

B. Maintenance of Documents and Samples

1. Records documents shall fully and completely illustrate all work as finally constructed.
2. In addition to requirements in the General Conditions, maintain at the site for the Owner, one record copy of:
 - a. Contract drawings.
 - b. Specifications (Project Manual).
 - c. Addenda.
 - d. Reviewed shop drawings, product data and samples.
 - e. Change orders and other modifications to the Contract including Engineer's Field Orders.
 - f. TDEC approved plans and specifications
3. Label each modified Contract Drawing "RECORD DOCUMENT" in the lower right hand corner above Engineer's title block in neat, 1-inch printed letters.
4. Maintain Record Documents in clear, dry, legible condition.
5. Do not use Record Documents for construction purposes.
6. Keep Record Documents and Samples available for inspection by the Engineer.

C. Water and Force Main Construction

1. Show unusual connections to existing mains in detail. (Schematic, where necessary).
 - a. Show correct horizontal alignment and grade, including centerline elevations for all mains installed to grade.
 - b. Show correct stationing of tees, bends (horizontal and vertical), valves, air release valves, blow-off chambers.

- c. Show perpendicular distances from hydrant to water main and from hydrant to valve. If connection to water main is by a parallel or over the main tee, so indicate this on the Record Drawings.
 - d. Show perpendicular distances from valves and other underground accessories to visible and accessible aboveground permanent structures.
 - e. Show correct beginning and ending stationing and type of encasement pipes. Note type of annular space fill material used.
 - f. Show distance of pipeline location off edge of pavement at 100 foot intervals.
 - g. Changes in pipe material.
- D. In addition to the above requirements, all changes shall be made to the electronic copy of the record documents under the same conditions and within the same time period stipulated for the hard copy of the record documents.
- E. Updating of the record documents shall be a condition of payment. If Contractor fails to keep both hard and electronic copies of the record documents up to date at the frequency stipulated above, Engineer and Owner shall be authorized to withhold payment until record documents are fully up to date. Engineer and Owner shall be permitted to review record documents as frequently as deemed necessary to ascertain status of record documents, but in no case less than on a monthly basis prior to each progress meeting.
- F. In addition to the above requirements, Contractor shall throughout the project have record measurement surveys performed as conditions warrant. These surveys shall include rim elevations of all installed new manholes and structures, invert elevation of pipes at manholes and structures, and length of all new pipe as measured between centers of manholes or structures, as well as angles between centerlines of pipes and tie distances, from all utility frames and covers installed by the Contractor to a minimum of three fixed objects, with sketches and notes, as appropriate. All measurements shall be made to the nearest 0.01 foot.
- G. Engineer may request that Contractor expand on changes noted on the Record Documents.
- H. In addition to delivering to Engineer hard copies of the Record Documents showing all changes made during construction, Contractor shall deliver to Engineer an electronic copy of all Record Drawings reflecting as-built conditions and all changes made on the hard copy of the record drawings.
- 1. Electronic drawings shall be provided in Microstation (V8i Edition), AutoCAD 2008, or approved substitute.
 - 2. Drawings shall also be provided in PDF format.
 - 3. Provide electronic drawings on CD-Rom, DVD, or other Engineer approved format.

3.5 CLOSEOUT PROCEDURES

A. Substantial Completion:

1. When the Contractor considers the Work is substantially complete submit written certification that the following are complete and Work is ready for a walkthrough inspection by the Owner and Engineer.
 - a. Final cleanup has been completed.
 - b. Contract Documents have been reviewed.
 - c. Work has been inspected by Contractor for compliance with Contract Documents.
 - d. Work has been completed in accordance with Contract Documents and ready for inspection by Owner and Engineer.
 - e. Equipment and systems have been started up, tested, adjusted and balanced, as applicable, and are fully operational.
 - f. Operation of systems has been demonstrated to the Owner's personnel.
 - g. Certifications that any outstanding work can be entirely complete within 60 days of the request for substantial completion.
 - h. All permits from local authorities have been provided to Engineer.
 - i. All temporary facilities have been removed from the project site.
2. Contractor shall provide list of any items that need to be completed or corrected at time of certification and reasons for being incomplete.
3. Before the Certificate of Substantial Completion is issued, submit to the Engineer the following or demonstrate to satisfaction of Owner and Engineer that the following are in place and functioning reliably in accordance with the Contract Documents:
 - a. All equipment, structural, piping, mechanical, electrical, and all project components requiring testing has been completed and test data and reports issued to Engineer.
 - b. Final cleaning in accordance with Section 01710.
 - c. Record drawings and documents and electrical interconnection data.
 - d. Contractor's notarized warranty letter, indicating that the Contractor guarantees the work for one year (or more) and provides a one-year warranty (or more) to the Owner from the Date of Substantial Completion for all Work.

- e. Temporary utilities have been terminated and payments for those services have been satisfied.
 - f. All other submittals as required by the Contract Documents prior to Substantial Completion.
 - g. Certification that all work items previously itemized to Contractor, whether verbally or in writing prior to issuance of a Punch List, have been completed in their entirety.
 - h. All releases enabling Owner full and unrestricted use of the Work and access to all services and utilities.
- 4. Upon request from Contractor, the Owner and Engineer will proceed with initial walkthrough inspection or advise Contractor in writing of items to be completed before an initial walkthrough inspection will be made.
 - 5. Upon initial walkthrough inspection, should Engineer and Owner determine that the Work is not substantially complete, Contractor will be promptly notified in writing listing observed deficiencies.
 - 6. When deficiencies have been remedied in conformance with the General Conditions, Contractor shall submit a second written notice of substantial completion to Engineer.
 - 7. When the Engineer and Owner find the Work is substantially complete, Engineer will prepare a Certificate of Substantial Completion in accordance with the provisions of the General Conditions, including a Punch List of items to be completed.
 - 8. Punch List issued as part of Substantial Completion will list deficient items along with an estimated value to correct the items. The value of retainage after Substantial Completion shall be no less than twice the estimated value to correct Punch List items.
 - 9. All warranties and guarantees required by the Contract Documents shall commence on the Date of Substantial Completion as granted by Owner.
- B. Final Acceptance:
- 1. When the Contractor considers the Work is complete, submit written certification that:
 - a. All deficient Work identified during walkthrough inspection(s) and any subsequent observed deficiencies have been corrected. Use the Engineer-prepared Punch List of incomplete or deficient items indicating that each item has been completed. Add to the Punch List any items discovered after the Certificate of Substantial Completion certificate was issued.
 - b. The Work is completed in its entirety and in compliance with the Contract Documents and ready for Final Inspection.

2. Contractor shall include copies of all final change order requests with certification of final completion.
 3. Should the Engineer and Owner consider that the Work is incomplete or defective, Contractor will be promptly notified in writing, listing observed deficiencies.
 4. When deficiencies have been remedied in accordance with the General Conditions, send a second written notice of final completion.
 5. When the Engineer and Owner find that the Work is acceptable under the Contract Documents, Engineer will issue a Notice of Final Acceptance of Work and consider Application for Final Payment.
- C. Re-inspection Fees:
1. Should the status of completion of the Work require re-inspection by the Engineer (including his professional consultants) due to failure of the Work to comply with the Contractor's claims on initial final inspection, the Owner will deduct the amount of the Engineer's compensation (including that of his professional consultants) for re-inspection services from the Final Payment to the Contractor.

3.6 APPLICATION FOR FINAL PAYMENT

- A. Submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract. Final payment shall include all change orders.
- B. If required, the Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum not previously made by Change Orders.
- C. Final Application for Payment shall be accompanied by the following documents:
 1. Letter from Contractor certifying that all documents called for in the Contract Documents have been supplied to the Owner and Engineer.
 2. Contractor's letter certifying that all materials used in installation and construction of the Work comply with the Contract Documents.
 3. Contractor's Affidavit of Payment of Debts and Claims, indicating that the Contractor has paid or otherwise satisfied all obligations to suppliers, vendors, laborers, and subcontractors (AIA Document G706 or appropriate EJCDC form).
 4. Contractor's Affidavit of Release of Liens, indicating the Contractor and his subcontractors and suppliers release the Owner from any liens associated with the project (AIA Document G706A or appropriate EJCDC form).
 5. Affidavit of Release of Liens from every subcontractor and materials supplier, indicating that they release the Owner from any liens associated with the project (AIA Document G706A or appropriate EJCDC form).

6. Waiver of Lien from Contractor and every one of his subcontractors and materials suppliers indicating that once they receive final payment, they waive all their rights to any future liens concerning the Work and release any current liens that might be pending.
7. Statement by Contractor's surety that Performance Bond, Labor and Material Payment Bond, and all other bonds related to project shall remain in force for the guarantee period.
8. Consent of Surety Company to Final Payment (AIA G707 or appropriate EJCDC form).
9. Renewal Certificates of Insurance showing that the Contractor's insurance shall remain in force for two years after final payment.
10. Evidence of compliance with the requirements of governing authorities.
11. Releases from permitting authorities that all restoration and permit requirements have been satisfactorily completed.
12. Releases from permitting authorities and property owners shall comply with the following:
 - a. Furnish Engineer written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's construction right-of-way.
 - b. In the event Contractor is unable to secure written releases:
 - 1) Inform Engineer of the reasons.
 - 2) Owner or its representatives will examine the Site, and Owner will direct Contractor to complete the Work that may be necessary to satisfy terms of the side agreement or special easement.
 - 3) Should Contractor refuse to perform this Work, Owner reserves right to have it done by separate contract and deduct cost of same from Contract Price, or require Contractor to furnish a satisfactory bond in a sum to cover legal Claims for damages.
 - 4) When Owner is satisfied that the Work has been completed in agreement with Contract Documents and terms of side agreement or special easement, right is reserved to waive requirement for written release if: (i) Contractor's failure to obtain such statement is due to grantor's refusal to sign, and this refusal is not based upon any legitimate Claims that Contractor has failed to fulfill terms of side agreement or special easement, or (ii) Contractor is unable to contact or has had undue hardship in contacting grantor.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.1 QUALITY CONTROL, GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Sizes and locations of mains, valves, fittings, plugs and blowoffs shall be in accordance with the approved plans.
- C. "Cut-ins" or taps to live mains, and other utility modifications will be made only in the presence of the City's Representative.
- D. Special construction problems or conditions not covered by these Specifications, shall be submitted to the City for approval prior to construction.
- E. Water line and sewer line trenches shall be inspected by a representative of the City before water lines are laid in trench, during laying, during backfilling, and during testing. None of these steps shall be started without the prior approval of the City. If water lines or sewer lines have been constructed without approval by the City of its design, or if they have been laid or backfilled or tested without the approval of the City, then City has the right to refuse to accept water lines or the system or to allow it to be connected to the City System.

1.2 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.

1.3 MANUFACTURERS' INSTRUCTIONS

- A. When required by individual Specifications section or on the project drawings, submit manufacturer's printed instructions, in the quantity required for product data, for delivery, storage, assembly, installation, startup, adjusting, and finishing, as appropriate.
- B. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

1.4 MANUFACTURERS' CERTIFICATES

- A. When required by individual Specifications sections or on the project drawings, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

1.5 MANUFACTURERS' FIELD SERVICES

- A. When specified in respective Specification sections or on the project drawings, require supplier or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to make appropriate recommendations.
- B. Representative shall submit written report to Engineer and Owner listing observations and recommendations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01410

PRODUCT AND MATERIAL TESTING

PART 1 - GENERAL

1.1 REFERENCES

- A. ANSI/ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ANSI/ASTM E329 - Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

1.2 SELECTION

- A. Contractor shall employ and pay for services of an independent testing laboratory to perform specified inspection and testing where required by the WSD.
- B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform Work in accordance with this document.

1.3 QUALITY ASSURANCE

- A. Comply with requirements of ANSI/ASTM E329 and ANSI/ASTM D3740.
- B. Laboratory shall maintain a full-time registered Engineer on staff to review services.
- C. Laboratory shall be authorized to operate in the State of Tennessee.
- D. Testing equipment shall be calibrated at reasonable intervals with devices of an accuracy traceable to either NBS Standards or accepted values of natural physical constants.

1.4 CONTRACTOR SUBMITTALS

- A. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full-time registered Engineer and responsible officer.
- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.5 LABORATORY RESPONSIBILITIES

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site after due notice; cooperate with the WSD and Contractor in performance of services.

- C. Perform specified inspection, sampling, and testing of products in accordance with standards specified by the WSD.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify the WSD and Contractor of observed irregularities or non-conformance of Work or products.
- F. Perform additional inspections and tests required by Architect/Engineer.
- G. Attend preconstruction conferences and pertinent progress meetings.

1.6 LABORATORY REPORTS

- A. After each inspection and test, promptly submit two copies of laboratory report to the WSD and to Contractor. Include: Date issued, Project title and number, name of inspector, date and time of sampling or inspection, identification of product, location in the Project, type of inspection or test, date of test, results of tests. When requested by the WSD, provide interpretation of test results.

1.7 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not approve or accept any portion of the Work.
- B. Laboratory may not assume any duties of Contractor.
- C. Laboratory has no authority to stop Work.

1.8 CONTRACTOR RESPONSIBILITIES

- A. Deliver to laboratory at designated location adequate samples of materials proposed to be used which require testing, together with proposed mix designs.
- B. Cooperate with laboratory personnel, and provide access to Work and to manufacturer's facilities, as applicable.
- C. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.
- D. Notify WSD and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 GENERAL

- A. Unless specified otherwise, ALL costs for providing temporary controls, utilities and services shall be borne by the Contractor until the project is accepted by the WSD. The Contractor or Developer shall be responsible for any damage resulting from authorized or unauthorized use of public facilities.

1.2 WATER

- A. Provide service required for construction operations. Coordinate all connections and piping with WSD. No connection shall be permitted without proper cross-connection device and metering. Unauthorized connections shall be turned over to the City of Brentwood, TN, Police Department for prosecution.
- B. Water for testing of lines, and other uses shall be made available through Owner, but Contractor shall pay cost for pumping water used and shall provide for connecting and receiving same. Water used up to the day of final acceptance by Owner shall be at Contractor's expense and billed at the current commercial rate.

1.3 SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures.
- B. Materials may be new or used, adequate for purpose, which will not create unsanitary conditions.
- C. Toilet Facilities: Use enclosed portable self-contained units or temporary water closets and urinals, secluded from public view. Provide separate facilities for men and women. Temporary containment units shall be cleaned and maintained in a timely manner as not to cause a nuisance to the public or to users of the facilities.
- D. Provide facilities at time of site mobilization.
- E. Clean areas of facilities daily, maintain in sanitary condition. Provide toilet paper, paper towels, and soap in suitable dispensers.
- F. Remove temporary facilities prior to or at the time of Completion.

1.4 BARRIERS

- A. Provide as required to prevent public entry to construction areas to provide for WSD's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

- B. Provide barricades as required by governing authorities for public rights-of-way.
- C. Provide barriers at boundary of easements and around trees and plants designated to remain. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.

1.5 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- B. Prohibit traffic and storage on lawn and landscaped areas.

1.6 SECURITY

- A. Provide security to protect Work, existing facilities, and operations from unauthorized entry, vandalism and theft.

1.7 WATER CONTROL

- A. Grade site to drain. Maintain excavations and site free of standing water.
- B. Protect excavations from inflow of surface water. Pump minor inflow of ground water from excavations using appropriate erosion and siltation control devices; protect excavations from major inflow of ground water by installing temporary sheeting and waterproofing.
- C. Provide adequate barriers which will protect other excavations and below-grade property from being damaged by water, sediment or erosion from or through utility work excavations.
- D. Provide and operate drainage and pumping equipment as needed to maintain ground water at a level below utility work excavations, until backfilling is completed.
- E. Provide for appropriate permitting related to dewatering operations.

1.8 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish weekly; dispose of off-site. Recycle materials when practical. Keep excavations and trenching operations free and clear of trash and debris at all times.

1.9 STORAGE AREAS

- A. Storage areas for Tools, Materials and Equipment should be appropriately protected from weather, with adequate space for organized storage and access, and lighting for inspection of stored materials.

1.10 REMOVAL

- A. Remove temporary materials, equipment, services, and construction prior to acceptance of the Work.

- B. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities and site used during construction to specified, or to original, condition.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

CITY OF BRENTWOOD, TN
Grassy White Pike 8" Connector

CONSTRUCT

SECTION 01510
TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Construction Work Area.
2. Material Storage Areas.
3. Equipment Storage Area.
4. Field Offices.
5. Temporary Electric Power.
6. Temporary Water Service.
7. Temporary Sanitary Service.
8. Temporary Fence.
9. Access Roads.
10. Parking.
11. Progress Cleaning.
12. Removal of Temporary Facilities and Utilities.
13. Responsibility for Temporary Facilities and Utilities.

B. Related sections:

1. General provisions of Contract, including General Conditions, Supplementary Conditions (if included), and Division 1 Specifications Sections, apply to this section.

1.2 CONSTRUCTION WORK AREA

- A. Contractor shall limit his operations, storage of equipment and materials, and parking of his employees to the areas designated by the Owner.
- B. Contractor shall maintain work area in a manner that will not obstruct operation or flow of the existing facilities nor interfere with existing facilities operation.

proceed with his work in an orderly manner, maintaining the construction site free of debris and unnecessary equipment or materials.

- C. Contractor shall limit his construction operations to the work area described in the Specifications.
- D. Any connections made by Contractor to any utility systems shall be in accordance with all applicable codes and standards, shall be arranged to prevent disruption or damage to facility or hazard to personnel and shall be approved by Owner in advance. Any fees, including permit fees, associated with any utility connections shall be at expense of Contractor.
- E. Contractor shall be responsible for providing and maintaining all temporary facilities necessary for the proper, safe and efficient performance of work and for safety, health and welfare of personnel.
- F. Existing Owner facilities may be used, except as otherwise stipulated herein, only if agreed to by Owner. Contractor shall assume in his bid that all temporary facilities shall be provided and maintained by Contractor at no additional expense to Owner. Any of the Owner's facilities used by Contractor to provide temporary services shall be cleaned or restored by Contractor to satisfaction of Owner prior to substantial completion at no additional expense to Owner.

1.3 MATERIAL STORAGE AREAS

- A. Contractor is solely responsible for the safety and security of the material storage area. Temporary fencing shall be constructed at the Contractor's expense.
- B. Use of any area other than the designated area for material storage must be approved by the Owner and Engineer.
- C. If on-site storage areas are inadequate for Contractor's operation, Contractor shall be responsible for finding additional storage areas off-site at no additional cost to Owner.

1.4 EQUIPMENT STORAGE AREA

- A. Contractor shall erect or provide, as approved by the Engineer, temporary storage facilities as required for protection of equipment and materials as recommended by manufacturers of such equipment and materials. Storage facilities shall be within construction and/or material storage areas described above. Storage facilities shall be provided with such environmental control systems that meet recommendations of manufacturers of all equipment and materials stored. Facilities shall be of sufficient size and so arranged or partitioned to provide security for their contents and ready access for inspection and inventory. At or near the completion of the work under this Contract, and as directed by the Owner and Engineer, temporary storage facilities shall be dismantled, removed from the site, and remain the property of Contractor.
- B. Flammable materials (paints, solvents, fuels, etc.) shall be stored in a well-ventilated facility away from other facilities and buildings.
- C. If on-site storage areas are inadequate for Contractor's operation, Contractor shall be responsible for finding additional storage areas off-site at no additional cost to Owner.

SECTION 01510

TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Construction Work Area.
2. Material Storage Areas.
3. Equipment Storage Area.
4. Field Offices.
5. Temporary Electric Power.
6. Temporary Water Service.
7. Temporary Sanitary Service.
8. Temporary Fence.
9. Access Roads.
10. Parking.
11. Progress Cleaning.
12. Removal of Temporary Facilities and Utilities.
13. Responsibility for Temporary Facilities and Utilities.

B. Related sections:

1. General provisions of Contract, including General Conditions, Supplementary Conditions (if included), and Division 1 Specifications Sections, apply to this Section.

1.2 CONSTRUCTION WORK AREA

- A. Contractor shall limit his operations, storage of equipment and materials, and parking of his employees to the areas designated by the Owner.
- B. Contractor shall maintain work area in a manner that will not obstruct operations or traffic flow of the existing facilities nor interfere with existing facilities operations. Contractor shall

proceed with his work in an orderly manner, maintaining the construction site free of debris and unnecessary equipment or materials.

- C. Contractor shall limit his construction operations to the work area described in the Specifications.
- D. Any connections made by Contractor to any utility systems shall be in accordance with all applicable codes and standards, shall be arranged to prevent disruption or damage to facility or hazard to personnel and shall be approved by Owner in advance. Any fees, including permit fees, associated with any utility connections shall be at expense of Contractor.
- E. Contractor shall be responsible for providing and maintaining all temporary facilities necessary for the proper, safe and efficient performance of work and for safety, health and welfare of personnel.
- F. Existing Owner facilities may be used, except as otherwise stipulated herein, only if agreed to by Owner. Contractor shall assume in his bid that all temporary facilities shall be provided and maintained by Contractor at no additional expense to Owner. Any of the Owner's facilities used by Contractor to provide temporary services shall be cleaned or restored by Contractor to satisfaction of Owner prior to substantial completion at no additional expense to Owner.

1.3 MATERIAL STORAGE AREAS

- A. Contractor is solely responsible for the safety and security of the material storage area. Temporary fencing shall be constructed at the Contractor's expense.
- B. Use of any area other than the designated area for material storage must be approved by the Owner and Engineer.
- C. If on-site storage areas are inadequate for Contractor's operation, Contractor shall be responsible for finding additional storage areas off-site at no additional cost to Owner.

1.4 EQUIPMENT STORAGE AREA

- A. Contractor shall erect or provide, as approved by the Engineer, temporary storage facilities as required for protection of equipment and materials as recommended by manufacturers of such equipment and materials. Storage facilities shall be within construction and/or material storage areas described above. Storage facilities shall be provided with such environmental control systems that meet recommendations of manufacturers of all equipment and materials stored. Facilities shall be of sufficient size and so arranged or partitioned to provide security for their contents and ready access for inspection and inventory. At or near the completion of the work under this Contract, and as directed by the Owner and Engineer, temporary storage facilities shall be dismantled, removed from the site, and remain the property of Contractor.
- B. Combustible materials (paints, solvents, fuels, etc.) shall be stored in a well-ventilated facility removed from other facilities and buildings.
- C. If on-site storage areas are inadequate for Contractor's operation, Contractor shall be responsible for finding additional storage areas off-site at no additional cost to Owner.

1.5 FIELD OFFICES

- A. Field offices for the Contractor are not required.
- B. Field offices for the Engineer are not required.

1.6 TEMPORARY ELECTRIC POWER

- A. Contractor shall provide, maintain, and pay for all temporary electric power for areas of construction as required for his work and that of all subcontractors. Contractor shall pay all costs for the installation, use, and removal of temporary electric power during Contract period.
- B. Facilities shall be provided at time of mobilization.

1.7 TEMPORARY WATER SERVICE

- A. Contractor shall provide, maintain, and pay for suitable quality potable water service required for his construction operations and those of subcontractors including consumption by workers. Contractor shall coordinate with Owner and Engineer for use of potable water from project site. Contractor shall provide all temporary piping required to bring potable water to the point of use and install acceptable metering devices.
- B. Contractor shall extend branch piping with outlets located so water is available by hoses with threaded connections for use by Contractor and all subcontractors. Provide temporary pipe insulation to prevent freezing.
- C. Contractor shall coordinate with Owner for any water use exceeding normal domestic uses, including water for leakage testing.
- D. Contractor shall be allowed no more water as dictated by the Owner and Engineer based on seasonal or emergency potable water demands. Owner shall have the right to restrict potable water use by Contractor as necessary to meet water demands. Any such restrictions shall not be the basis of any request for additional monies by Contractor from Owner.
- E. Facilities shall be provided at time of mobilization.

1.8 TEMPORARY SANITARY SERVICES

- A. Contractor shall provide and maintain sanitary facilities and enclosures for his employees, employees of subcontractors, and employees of Engineer during construction period. Facilities shall comply with regulations of local and state health departments and other applicable regulations and ordinances.
- B. Facilities shall be provided at time of mobilization.

1.9 TEMPORARY FENCE

- A. If during the course of the work it is necessary to remove or disturb any existing site fence or part thereof, the Contractor shall provide and maintain a suitable temporary fence at his own expense.

B. Contractor shall provide additional fencing as necessary to protect work and prevent unauthorized access to work areas and to delineate construction areas from public usage areas for safety purposes.

1. Contractor shall provide a 6-foot high fence around construction site; equip with vehicular gates with locks. Necessary posts and supports shall be provided to maintain fence in vertical position without sagging.
2. Construction - Commercial grade chain link fence.
3. Fence shall be in place, complete and secured, prior to adjacent construction activity and shall be maintained throughout the work. The fence shall be removed when adjacent work has been completed.
4. If Owner's security fence is disturbed, original fence or similar new fence of same height and design shall be installed at end of each work day until original fence is permanently repaired to satisfaction of Owner and Engineer.

1.10 ACCESS ROADS

A. Designated existing on-site roads may be used for construction traffic.

1.11 PARKING

- A. Contractor shall arrange and coordinate with Owner and Engineer for surface parking areas to accommodate all construction personnel involved with project.
- B. When Owner's site space is not adequate, Contractor shall provide additional off-site parking at cost to Contractor.

1.12 PROGRESS CLEANING

- A. Contractor shall maintain areas free of waste materials, debris, and rubbish. Maintain site and structures in a clean and orderly condition.
- B. Contractor and subcontractors shall store unused tools and equipment at his yard or base of operations.
- C. Roads adjacent to work sites shall be kept clean of mud, dirt, and debris from construction operations. Contractor shall, on a daily basis as necessary, clean adjacent roads of debris and as ordered by Owner and other authorities having jurisdiction over roads.

1.13 REMOVAL OF TEMPORARY FACILITIES AND UTILITIES

- A. At such time or times that any temporary construction facilities and utilities are not longer required for work, Contractor shall notify Owner and Engineer of his intent and schedule for the removal of the temporary facilities and utilities and obtain the Owner's and Engineer's written approval before removing the same.

- B. Site shall be left in a condition that will restore original drainage, be evenly graded, and be left with an appearance equal to, or better than, before temporary facilities or utilities installed.
- C. All temporary facilities and utilities shall be removed and restoration complete prior to Final Application for Payment at the latest.

1.14 RESPONSIBILITY FOR TEMPORARY FACILITIES AND UTILITIES

- A. In accepting Contract, Contractor assumes full responsibility for the sufficiency and safety of all temporary structures, facilities, utilities, or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the Owner and Engineer from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01560

TEMPORARY CONTROL

PART 1 - GENERAL (NOT USED)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

3.2 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Contractor's attention is directed to the Tennessee Water Pollution Control Act of 1977 as modified by the 1987 amendments. Special attention is called to the following sections which read in part:
 - 1. "TCA 69-3-113 Causing Pollution...- (a) It shall be unlawful for any person to discharge any substance into the waters of the state or place or cause to be placed in any location where such substances either by themselves or in combination with others, cause any of the damages as defined in 69-3-013 (22), unless such discharge shall be due to an unavoidable accident or unless such action has been properly authorized.
 - 2. In addition it shall be unlawful for any person to act in a manner or degree which is violative of any provision of this part or of any rule, regulation, or standard of water quality promulgated by the Board or of any permits or issued pursuant to the provisions of this part.
 - 3. 69-3-103 (22) Pollution means such alteration of the physical, chemical, biological, bacteriological or radiological properties of waters of this state including but not limited to changes in temperature, taste, color, turbidity, or odor of the waters:
 - a. As will result or will likely result in harm, potential harm or detriment of the public health, safety, or welfare;
 - b. As will result or will likely result in harm, potential harm or detriment to the health of animals, birds, fish, or aquatic life;

- c. As will render or will likely render the waters substantially less useful for domestic, municipal, industrial, agricultural, recreational, or other reasonable uses; or
- d. As will leave or will likely leave the waters in such condition as to violate any standards of water quality established by the board; "Waters" means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters. Acts 1971, ch. 164, Section 3; 1977, ch. 366, Section 1; T.C.A., Section 70-326; Acts 1984, ch. 804, Section 1; 1987, ch. 111, Section 1."

END OF SECTION

SECTION 01563

EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 REFERENCES

- A. FS O-F-241 – Federal Specification, Fertilizers, Mixed, Commercial.

1.2 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel and Brome Grass.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Submit an erosion control plan including but not limited to sediment trap volume, and embankment cross section.
- C. If required by the WSD or other agency, the Contractor shall submit a spill prevention plan.

1.4 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

1.5 REGULATORY REQUIREMENTS

- A. Construction shall be carried out in such a manner as to prevent any discharge that would cause a condition in which visible solids, bottom deposits, or turbidity impairs the usefulness of the waters on the property or downstream of the property for fish, aquatic life, livestock watering and wildlife, recreation, irrigation, navigation and industrial or domestic uses.
- B. Contractor shall maintain erosion control and comply with requirements and reporting for the TDEC Erosion and Sediment Control Handbook, Stormwater Pollution Prevention Plans and/or Aquatic Resource Alteration Permits. If permits or specifications are in conflict with each other, the more restrictive requirement shall be followed.
- C. In the event that a fine is assessed by a regulatory agency regarding a Contractor's failure to comply with an erosion control permit, those costs and any incidental costs resulting from it shall be borne by the Contractor.
- D. Comply with regulatory agencies for fertilizer and herbicide composition.
- E. Comply with Federal, State, and Local agencies' requirements.

- F. Provide items, including but not limited to, straw wattles, siltation fences, rip-rap and special construction techniques, necessary to comply with the Tennessee Water Quality Control Act of 1977 as modified by the 1987 amendments.
- G. Provide seed certified by the department of agriculture of the State of Tennessee.
- H. In the event this Section conflicts with Federal, State, or Local agencies, the more restrictive regulations shall apply.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01600.
- B. Deliver grass seed in original, sealed containers. Damaged packages are not acceptable.
- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.7 SEQUENCING AND SCHEDULING

- A. Make efforts to maintain natural covers as long as possible and to stabilize graded areas as soon as possible.
- B. Apply soil stabilization within 10 days to disturbed areas, and immediately if rain is forecast.

1.8 MAINTENANCE SERVICE

- A. Maintain disturbed areas for 12 months from date of acceptance by the WSD.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Topsoil: Excavated from site and free of weeds.
- B. Seed Mixture: Fast growing annuals such as cereal rye, annual ryegrass, sudan grass or millet.
- C. Mulch: Oat or wheat straw, free from weeds and foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.
- D. Fertilizer: FS O-F-241, type and grade recommended for grass, with 50% of elements derived from organic sources; of proportions necessary to eliminate deficiencies of topsoil to the following proportions: 18% nitrogen, 24% phosphoric acid, and 6% potassium.
- E. Lime: Ground limestone, dolomite type, minimum 95 percent carbonates.
- F. Water: Clean, fresh, and free of substance or matter which could inhibit vigorous growth of grass.

- G. Stakes: 1 x 2 inches wood or equivalent metal with a minimum length of 3 feet.
- H. String: Inorganic fiber.
- I. Burlap: 10 ounces per square yard fabric.
- J. Baled Hay: Hay or straw containing five cubic feet or more of material; either wire-bound or string-tied.
- K. Rip-Rap: Irregular shaped rock, stone or broken concrete; solid and nonfriable.
- L. Fill Material for Embankment: Materials that are free of roots or woody vegetation, organic material, large stones, and other deleterious material.
- M. Other Materials: Chemical binders and tacks, nettings, and plastic filter sheets.

2.2 SILT FENCES

- A. Fence Posts: 3-inch minimum diameter wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet; steel posts with projections for fastening wire.
- B. Fence Reinforcement: Wire mesh 42 inches minimum height, 14 gage minimum; maximum mesh spacing of 6 inches.
- C. Filter Fabric: Pervious sheet of propylene, nylon, polyester or ethylene yarn, containing ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 to 120 degrees F; conforming to the following:

PHYSICAL PROPERTY	TEST	REQUIREMENTS
Filtering Efficiency	ASTM D5141	75% (min.)
Tensile Strength at (max.) Elongation*	VTM-52	Extra Strength- 20% 50 lbs/lin in (min.) Standard Strength- 30 lbs/lin in (min.)
Flow Rate	ASTM D5141	0.3 gal/sq ft/ (min.)

* Requirements reduced by 50 percent after 6 months of installation.

PART 3 - EXECUTION

3.1 GENERAL

- A. Control erosion on cut and fill operations, excavation, backfill, and other construction activities within limits of construction site, easements, and borrow site used during construction.

- B. Coordinate erosion and sediment control systems with erosion control features as specified under Division 2 sections to assure economical, effective, and continuous erosion control throughout construction and post-construction period.
- C. Conduct construction in a manner which minimizes soil erosion and resulting sedimentation.
- D. Protect properties adjacent to site from land disturbances due to sediment deposition.
- E. Construct cut and fill slopes in a manner which will minimize erosion.
- F. Soil stabilization measures shall be appropriate for time of year, site conditions, and estimated duration of use.
- G. Stabilize or protect soil stockpiles with sediment trapping measures to prevent soil loss.

3.2 RIP-RAP

- A. Stabilize slopes 2 to 1 or steeper with rip-rap. Place rip-rap by hand so that surfaces will be embedded and even with surface of slope or ground adjoining it at both top and bottom.
- B. A geotextile fabric shall be placed beneath rip-rap to maintain separation from underlying soils.
- C. Place rip-rap upon prepared foundation. Set stones as closely together as is practicable in order to keep voids to a minimum. Bed each stone with depth perpendicular to surface upon which it is set.
- D. Place each main stone against adjoining stones with sides and ends in contact. Place stone in such manner as to stagger joints insofar as possible.
- E. Reduce tracking of sediment onto public rights-of-way by placing a pad of crushed stone with a geotextile underliner at construction entrances. Maintain temporary entrances with placement of additional stone as conditions demand.

3.3 MULCH APPLICATION

- A. Apply mulch to soil surface for temporary soil stabilization. Use mulch on graded or cleared areas for 6 months or less where seeding may not have a suitable growing season to produce an erosion resistant cover.
- B. Apply mulch to a thickness of 1/8 inches.
- C. Final grading is not required prior to mulching. Mulch may be applied to final grade.
- D. Install structural erosion control features prior to mulching.
- E. Mulch seeding installed in fall.
- F. Mulch seeding installed on slopes greater than 4:1 and during excessively hot or dry weather.

3.4 TEMPORARY SEEDING

- A. Stabilize soil surfaces that are not to be fine-graded for 14 days or longer by seeding disturbed areas. Such areas include but are not limited to soil stockpiles, dikes, dams, sides of sediment basins, and temporary road banks.
- B. Install necessary erosion control devices such as berms, waterways, and basins, prior to seeding.
- C. Where soils are acidic, pH 5.5 or lower, apply lime at rate of two tons per acre.
- D. Apply fertilizer at rate of 450 lbs per acre. Incorporate lime and fertilizer into top 4 inches of soil.
- E. Where area is compacted or hardened, loosen soil surface by discing, raking, harrowing, or other acceptable means.
- F. Apply seed evenly with a cyclone seeder, drill, cultipacker seeder, or hydroseeder. Plant small grains no more than one (1) inch deep. Plant grasses and legumes no more than 1/4 inch deep.
- G. Re-seed areas which fail to establish adequate vegetative cover as determined by the WSD.

3.5 RUNOFF CONTROL

- A. Temporarily divert surface water which flows toward construction area around construction area.
- B. Temporary Berms: Construct temporary berms of compacted soil, with a shallow ditch, and grade to drain.
 - 1. Construct berms with a minimum height of 18 inches, maximum side slopes of 1.5:1, and a minimum base width of 4.5 feet. Provide channel behind berm with a positive grade to a stabilized outlet.
 - 2. Use temporary berms above newly constructed cut and fill slopes to prevent excessive erosion until more permanent control features are established.
 - 3. Apply seed and mulch to berm within 15 days of construction.
 - 4. After slope has stabilized, remove temporary berm.
- C. Temporary Swales: Use temporary swales above and below disturbed areas to intercept runoff and divert runoff to a safe disposal area.
 - 1. Provide channel with a slope of 5% or less; otherwise use a temporary slope drain.
 - 2. Place rock check dams in drainage way as needed to control sediment deposition. Check dams are barriers composed of large stones or other non-corrodible materials.

3. Remove temporary swale after disturbed area is permanently stabilized.
- D. Temporary Slope Drain: Use a temporary slope drain to carry concentrated runoff down a slope prior to installation of permanent facilities or growth of adequate ground cover on slopes.
1. Construct a temporary slope drain consisting of stone gutters, fiber mats, plastic sheets, concrete or asphalt gutters, half-round pipe, metal pipe, plastic pipe, sod or other materials to carry water down slopes and reduce erosion.
 2. Remove temporary slope drain after disturbed area is stabilized.

3.6 SEDIMENT CONTROL

- A. Silt Fences: Use silt fences along downgrade edges of construction to prevent sediment from leaving construction site. Use only where sheet or overland flows are expected.
1. Place silt fences on downgrade side of soil stockpiles.
 2. Drainage area shall be less than 1/4 acre per 100 feet of silt fence length, maximum slope length behind barrier shall be 100 feet, and maximum grade behind fence shall be 2:1.
 3. Do not use silt fences where flows are likely to exceed 1 cfs.
 4. Remove sediment deposits when deposits reach one-half height of barrier.
 5. Staple or wire filter fabric to fence. Extend 8 inches of fabric into trench. Do not extend fabric more than 36 inches above original ground surface. Do not staple filter fabric to existing trees.
 6. Backfill trench and compact soil over filter fabric.
 7. Remove silt fences when they have served their useful purpose, but not before upslope area has been permanently stabilized.
- B. Inlet protection: Inlet protection shall be installed at the entrance to storm drain systems to prevent sediment from getting into the storm drain. Inlet protection may be a manufactured device or may be constructed in the field as approved by TDEC.
- C. Construct sediment traps consisting of a small, temporary ponding area, formed by constructing an earthen embankment with a gravel outlet, across a drainage swale to detain runoff from disturbed areas long enough to allow majority of sediment to settle out. Use below drainage areas of 5 acres or less.
1. Sediment traps shall not be used longer than 18 months.
 2. Periodically remove sediment from trap.

3. When used, install sediment traps before land disturbance takes place in drainage area. Clear, grub, and strip area under embankment of vegetation and root mat.
4. Compact embankment in 8-inch layers by traversing with construction equipment.
5. Seed earthen embankment within 14 days of construction.
6. Remove structure and stabilize area when upslope drainage area has been stabilized.
7. Cut and fill slopes shall be 2:1 or flatter.

3.7 MAINTENANCE

- A. Inspect erosion and sediment control facilities immediately after each rainfall and at least daily during construction activities. Make required repairs immediately.
- B. Should fabric on a silt fence decompose or become ineffective prior to end of expected usable life and barrier still be necessary, replace fabric promptly.
- C. Remove sediment deposits after each storm event. Remove deposits when deposits reach approximately one-half height of barrier. Spread deposits on a stockpile area and allow to dry.
- D. Maintain silt fence sediment areas and insure that water is not short circuiting filter cloth. Inspect downstream area for erosion caused by discharge from sediment area. Correct erosion problems.
- E. Dress, prepare and seed sediment deposits remaining in place after a silt fence is no longer required to conform with existing grade.

END OF SECTION

SECTION 01570

TRAFFIC REGULATION

PART 1 - GENERAL

1.1 GENERAL

- A. Reference the Manual of Uniform Traffic Control Devices (MUTCD) for items not covered under this specification.

PART 2 - PRODUCTS

2.1 SIGNS, SIGNALS, AND DEVICES

- A. Post-mounted and wall-mounted traffic control and informational signs as required by the City of Brentwood, Tennessee Department of Transportation, or as recommended in the Manual of Uniform Traffic Control Devices.
- B. Automatic Traffic Control Signals: As approved by local jurisdiction.
- C. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdiction.
- D. Flagman Equipment: As required by local jurisdiction.

PART 3 - EXECUTION

3.1 GENERAL

- A. Maintain, in a passable and safe condition, roadways and such temporary roadways and structures as may be necessary for accommodation of traffic on, or diverted from, roadway where construction is in progress.
- B. Provide, in safe condition, approaches to temporary structures and crossings of intersecting highways. Footways, gutters, storm water inlets, and portions of highways adjoining road where construction is in progress shall not be obstructed more than is absolutely necessary. At street crossings and road crossings, excavate one-half of such street crossings and road crossings before placing temporary bridges over side excavated, for convenience of traveling public.

3.2 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking and access by emergency vehicles.
- B. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through parking areas.

- C. Prevent parking on or adjacent to access roads, private property or non-designated areas.

3.3 FLAGMEN

- A. Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- B. Flagmen shall be equipped with two-way radios, appropriate signage and high-visibility clothing.

3.4 FLARES AND LIGHTS

- A. Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- B. Guard ditches or other obstructions by barricades and flare lights. Mark equipment left on street or roadway after dark with flares. Flares along open ditches shall not exceed 100'-0" intervals, with at least two at ends of ditches.

3.5 HAUL ROUTES

- A. Consult with City and establish public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

3.6 TRAFFIC SIGNS AND SIGNALS

- A. At approaches to site and on site, install traffic signs and signals at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Provide temporary bridges, barricades, lanterns, and watchmen by night and such other signals and signs by day, as shall be necessary to warn the public of dangers caused by excavations and other obstructions.
- C. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- D. Relocate as Work progresses, to maintain effective traffic control.

3.7 REMOVAL

- A. Remove equipment and devices when no longer required. Repair damage caused by installation. Remove post settings to a depth of 2 feet.

END OF SECTION

SECTION 01600

TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

PART 1 - GENERAL

1.1 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- D. Do not use old or previously used materials and equipment unless specifically allowed by the WSD.

1.2 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.3 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. Cover all ends of water distribution pipe and valves immediately upon delivery to site and during storage. Uncover only after installation.
- C. For exterior storage of material, cover materials subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Cover all PVC pipe and protect from UV degradation.
- E. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- F. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

- G. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.

1.4 SYSTEMS DEMONSTRATION

- A. If applicable, prior to acceptance by the WSD, demonstrate operation of each system to WSD.
- B. Instruct WSD's personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01700

WARRANTY AND MAINTENANCE OBLIGATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Warranty requirements
- B. Maintenance obligations

1.2 RELATED SECTIONS

- A. General provisions of Contract, including General Conditions, Supplementary Conditions (if included), Division 1 Specifications Sections, and Division 2 Specification Sections apply to this Section.

1.3 WARRANTY

- A. Except as listed below, the work to be performed under this Contract shall be guaranteed against defects in materials or workmanship for a period of one (1) year following the date of formal acceptance of each Task Order. In the event defects in materials or workmanship should appear, the CONTRACTOR shall promptly make the necessary corrections. When the defects are not of an emergency nature, the CONTRACTOR will be notified and will be given a period of two weeks in which to make the necessary corrections. Should the defect be of an emergency nature which in the opinion of the OWNER or the Engineer requires immediate correction, the CONTRACTOR will be notified and requested to make the necessary repairs immediately. Should this be impractical or if the CONTRACTOR should fail to respond to the request for corrective action within the specified period, the OWNER may proceed to have the defects corrected and shall bill the CONTRACTOR for all charges in connection therewith including labor, materials, and equipment rental. Such charges may be deducted from amounts due the CONTRACTOR, if any of the CONTRACTOR's money has been withheld. In the event the CONTRACTOR fails, refuses, or neglects to pay the OWNER, the Surety shall be liable for such charges.

1.4 MAINTENANCE OBLIGATIONS

- A. The CONTRACTOR shall be fully responsible for maintenance of any and all portions of the work which he performs under this contract for a period of 30 days. This maintenance obligation shall begin upon formal acceptance of the project and is intended to place a limit upon the CONTRACTOR's responsibility for normal maintenance required for the routine operations of the system. This 30 day obligation shall not be construed as relieving the CONTRACTOR of the responsibility for maintenance or repair work resulting from defective materials or workmanship during the warranty period.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01710

CLEANING AND RESTORATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Periodic Cleanup and Restoration during Work.
2. Disposal of Materials during Work.
3. Final Cleaning.

B. Related sections:

1. General Provisions of Contract, including General Conditions, Supplementary Conditions (if included), and Division 1 Specifications Sections, apply to this Section.

1.2 STRUCTURES AND FACILITIES

- A.** The Contractor shall take all precautions necessary to protect the integrity and usefulness of all existing facilities. If necessary, the Contractor may, with the approval of the Engineer and Owner, remove such existing structures, including curbs, gutters, pipelines and utility poles as may be necessary for the performance of the work, and shall rebuild the structures thus removed in as good a condition as found with the requirements specified. He shall also repair existing structures which may be damaged as a result of the work under this contract.

1.3 ROADS AND STREETS

- A.** Unless otherwise specified, roads and streets in which the surface is removed, broken, or damaged, or in which the ground has caved or settled during the work under this contract, shall be resurfaced and brought to the original grade and section. Roadways used by the Contractor shall be cleaned and repaired.

1.4 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS

- A.** Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored as nearly as possible to their original condition. Restoration shall take place within 1 week or at the end of the project as directed by the Engineer. Existing guard posts, barricades, and fences shall be protected and promptly replaced if damaged.

1.5 PROTECTION OF EXISTING INSTALLATIONS

- A.** The Contractor shall protect all existing operating facilities and structures from damages.

- B. However, if damage occurs, the Contractor shall immediately correct or replace existing equipment, controls, systems, structures, or facilities which are damaged in any way as a result of his operations to the satisfaction of the Engineer and Owner.

1.6 HAZARD CONTROL

- A. The Contractor shall store volatile wastes in covered metal containers and remove from premises daily.
- B. The Contractor shall prevent accumulation of wastes which create hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of volatile wastes into sanitary or storm sewers shall not be allowed.

1.7 DISPOSAL OF SURPLUS MATERIALS

- A. Unless otherwise shown on the Drawings, specified or directed, the Contractor shall dispose of all surplus excavated materials and materials and equipment from demolition, legally off the site, and shall provide his own suitable, off-site spoil area, or on a site designated by the Owner.
- B. The Owner shall have the opportunity to inspect any equipment or materials removed prior to disposal by the Contractor. If said equipment and/or materials are determined to be salvageable by the Owner, the Contractor shall transport said equipment and material to a building or area designated by the Owner.
- C. Comply with all requirements of the technical specifications.

1.8 FINAL CLEANING

- A. Execute final cleaning prior to Substantial Completion walkthrough inspection.
- B. Contractor shall leave the project site in a condition that is equal to pre-construction condition or better. The acceptance of the site will be compared to photos, videos, and Owner's acceptance of the site.
- C. Buildings and Facilities:
 - 1. Employ experienced workmen or professional cleaners for final cleaning.
 - 2. Schedule cleaning operations so that dust and other contaminants resulting from the cleaning process will not fall on wet, newly painted surfaces.
 - 3. Repair, patch, and touch up marred surfaces to specified finish to match adjacent surfaces for all surfaces marked, soiled, scratched, dented, or otherwise damaged. Surfaces shall include all surfaces installed during Work and surfaces existing before Work but damaged during Work. Damage to finished surfaces shall be repaired to Owner's satisfaction prior to substantial completion.

4. All exposed piping shall be free of dust or dirt.

D. Site Cleanup:

1. Broom clean paved surfaces affected by the Work; rake clean other surfaces of grounds.
2. Remove all grease and oil stains on pavement and sidewalks caused by Contractor's equipment.
3. Contractor shall remove from the site all plant, material, tools and equipment belonging to him, and leave the site with an appearance acceptable to the Engineer and Owner.
4. The site shall be free of rocks, stones or pebbles. All disturbed and reseeded areas shall be raked with a rock rake and shall be raked completely in two different directions. All rocks to be removed from site.
5. Any landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense. The Engineer shall decide what method of restoration shall be used.
6. For pipelines, storm sewers, catch basins, manholes, and all building floor drains, prior to their activation or at the conclusion of the project, the Contractor shall thoroughly clean all of the new pipes by flushing with water for fluid lines, or compressed air for gas lines. Debris cleaned from the lines shall be removed from the lowest access point.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SUMMARY

- A. In the event the Contractor is required to return to the project for warranty work or punch list items, the cleaning of the area shall be required and shall be cleaned to the level that the Owner received the project.

END OF SECTION

SECTION 02110

CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 SCOPE

- A. Clearing and grubbing includes, but is not limited to, removing from the Project site, trees, stumps, roots, brush, structures, abandoned utilities, trash, debris and all other materials found on or near the surface of the ground in the construction area and are to be removed. Precautionary measures that prevent damage to existing features that are to remain is part of the Work.
- B. Clearing and grubbing operations shall be coordinated with temporary and permanent erosion and sedimentation control procedures.

1.2 COMPLIANCE WITH LAW

- A. The Contractor shall comply with all applicable codes, ordinances, rules, regulations, requirements, and laws of local, municipal, state or federal authorities having jurisdiction over the Project. All required permits shall be obtained for construction operations by the Contractor.
- B. Open burning, if allowed, shall first be permitted by the governmental authority having jurisdiction. The Contractor shall notify the local fire department and abide by fire department requirements and restrictions.

1.3 JOB CONDITIONS

- A. Location of the Work: The area to be cleared and grubbed is shown schematically on the Drawings or specified below. It includes all areas designated for construction.

PART 2 - EQUIPMENT

2.1 EQUIPMENT

- A. The Contractor shall furnish all equipment of the type normally used in clearing and grubbing operations including, but not limited to, tractors, trucks and loaders.

PART 3 - EXECUTION

3.1 SCHEDULING OF CLEARING

- A. The Contractor shall clear at each construction site only that length or area of the right-of-way or permanent or construction easement that would be required for the work to be performed during the next thirty (30) days. This area or length shall be determined from the Contractor's Progress Schedule.

- B. The Owner or Engineer may permit clearing for additional areas or lengths of the pipe line provided that erosion and sedimentation controls are in place and a satisfactory stand of grass is established. Should a satisfactory stand of grass not be possible, no additional clearing shall be permitted beyond that specified in section 3.01(A) above.
- C. A satisfactory stand of grass shall have no bare spots larger than one square yard and all bare spots combined shall not comprise more than one percent of any given area.

3.2 CLEARING AND GRUBBING

- A. Clear and grub as required on each side of the pipeline before excavating. Remove from site all trees, growth, debris, stumps and other unsuitable as backfill material matter. Clear the construction easement or road right-of-way only as necessary.
- B. Materials to be cleared, grubbed and removed from the Project site include, but are not limited to, all trees, stumps, roots, brush, trash, organic matter, paving, miscellaneous structures, houses, debris and abandoned utilities.
- C. Grubbing shall consist of completely removing roots, stumps, trash and other debris from all graded areas so that they are free of roots and debris. Topsoil is to be left sufficiently clean so that further picking and raking will not be required.
- D. All stumps, roots, foundations and planking embedded in the ground shall be removed and properly disposed offsite. Pilings and butts of utility poles shall be removed to a minimum depth of two feet below the limits of excavation for structures, trenches and roadways or two feet below finish grade, whichever is lower.
- E. Landscape features shall include, but are not necessarily limited to, fences, cultivated trees, cultivated shrubbery, property corners, man-made improvements, subdivision and other signs within the right-of-way and easement. The Contractor shall take extreme care in moving landscape features and promptly re-establishing these features.
- F. Surface rocks and boulders shall be grubbed from the soil and removed from the site if not suitable as rip rap, if rip rap is required by the Drawings.
- G. Where tree limbs interfere with utility wires, or where the trees to be felled are in close proximity to utility wires, the tree or its limbs shall be taken down in sections to eliminate the possibility of damage to the utility.
- H. Any work pertaining to utilities or utility poles shall comply with the requirements of the appropriate utility.
- I. All fences adjoining any excavation or embankment that, in the Contractor's opinion, may be damaged or buried, shall be carefully removed, stored and replaced. Any fencing that, in the Engineer's opinion, is significantly damaged shall be replaced with new fence material at no cost to Owner.
- J. The Contractor shall exercise special precautions for the protection and preservation of trees, cultivated shrubs, sod, fences, etc. situated within the limits of the construction area but not directly within excavation and/or fill limits. The Contractor shall be responsible for any damage the Contractor's operations cause to such property.

- K. The Contractor shall be responsible for any damage to existing improvements resulting from Contractor's operations.

3.3 DISPOSAL OF DEBRIS

- A. The debris resulting from the clearing and grubbing operation shall be hauled to a disposal site secured by the Contractor and shall be disposed of in accordance with all applicable requirements of federal, state, county and municipal regulations. No debris of any kind shall be deposited in any stream or body of water, or in any street or alley. No debris shall be deposited upon any property except with written consent of the property owner. In no case shall any debris or unused material be left on the Project, placed onto abutting properties or buried on the Project.
- B. When approved in writing by the Engineer and authorized by the proper authorities, the Contractor may dispose of such debris by burning on the Project site, provided all permitting and other requirements set forth by the governing authorities are met. The authorization to burn shall not relieve the Contractor in any way from damages that may result from Contractor's operations. The Contractor shall not burn on the site unless written permission is secured from the property owner, in addition to authorization from the proper authorities.

END OF SECTION

SECTION 02225

EARTHWORK FOR UTILITY WORK

PART 1 - GENERAL

1.1 DEFINITIONS

- A. Rock: Stratified material in place which rings under the flow of a hammer; boulders having a volume of one-half (1/2) cubic yard or more. Shale, slate, soapstone, and chert are not classified as rock.
- B. Utility: Any buried pipe, conduit, or cable.

1.2 REFERENCES

- A. ASTM C33 - Concrete Aggregates.
- B. ASTM C94 - Ready-Mixed Concrete.
- C. ASTM C150 - Portland Cement.
- D. ASTM D698 - Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 5.5 lb (2.49 kg) Rammer and 12 inch (305 mm) Drop.
- E. ASTM D1556 - Density of Soil in Place by the Sand Cone Method.
- F. ASTM D2167 - Density of Soil in Place by the Rubber Balloon Method.
- G. ASTM D4253 - Maximum Index Density of Soils Using a Vibratory Table.

1.3 APPLICABLE SECTIONS

- A. Section 02660, Water Distribution System
- B. Section 02730, Sanitary Sewer System (Not Included)

1.4 SUBMITTALS

- A. Submit two (2) copies of following test reports when requested by the WSD:
 - 1. Test reports on borrow material.
 - 2. Verification of each footing subgrade.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: Perform work in compliance with requirements of governing authorities having jurisdiction.

- B. Inspection and Testing: Provide inspection and testing under provisions of Section 01410.
- C. Excavator: Engage an experienced excavator, experienced in rock removal, sheeting, bracing, soil stabilization, dewatering, well pointing, backfilling, and similar operations commonly encountered in major excavation projects.

1.6 JOB CONDITIONS

- A. Existing Utilities: Locate existing underground utilities in areas of work. Protect utilities indicated to remain in place.
 - 1. If uncharted or mischarted utilities are encountered, immediately notify the WSD and utility owner. Keep services and facilities in operation under direction of utility Owner.
- B. Repair damaged utilities to satisfaction of utility owner.
- C. The WSD will not be responsible for non-City mischarted utilities.
- D. Do not interrupt existing utilities that are in use without written permission of the WSD and the non-City Utility Owner so affected and then only after temporary services have been provided.

1.7 EXISTING CONDITIONS

- A. Perform a pre-construction survey prior to beginning work in easement or streets. Document pre-construction conditions by video or pictures along any route of new water and sewer lines outside the property of the developer (i.e. offsite facilities). Provide copy of documentation the WSD.

1.8 EXPLOSIVES

- A. Use of explosives is permitted only with the prior written approval of the WSD and Fire Marshall.

1.9 PROTECTION OF PERSONS AND PROPERTY

- A. Barricade open excavations occurring as part of this work and post warning lights. Operate warning lights as recommended by authorities having jurisdiction.
- B. Protect structures, utilities, sidewalks, pavements, and other facilities indicated to remain in place from damage caused from possible settlement, lateral movement, undermining, washout and other hazards created by excavation.
- C. Protect plant growth and trees scheduled to remain. Do not excavate or store material within drip line of trees.
- D. Restore property to a condition similar or equal to that existing before construction and to the satisfaction of the WSD.

1.10 COORDINATION

- A. Verify work associated with lower elevation utilities are complete before placing higher elevation utilities.
- B. Where excavation and backfill for utility work passes through or occurs in a landscaped area, repair or replace the landscape work to match original condition and quality of work.
- C. Where excavation and backfill for utility work passes through or occurs in an area of paving, restore construction and finish of paving to match original condition and quality of work.
- D. Coordinate excavations with weather conditions, to minimize the possibility of washouts, settlements and other damages and hazards.
- E. Coordinate with utility owner for shutdown of service. Provide notice as required by the owner of utility before interrupting any utility.

1.11 SCHEDULING AND SEQUENCING

- A. Do not excavate for utility work until the work is ready to proceed without delay, so that the total time lapse from excavation to completion of backfilling will be minimal.
- B. At street and road crossings, with no exception of public streets and roads excavate only 1/2 of crossing width before placing temporary bridges over side excavated, for convenience of traveling public.

1.12 MAINTENANCE

- A. Where subsidence is measurable or observable at utility work excavations during warranty period, remove surface (pavement, lawn or other finish), add backfill material, compact, and replace surface treatment.
- B. Restore appearance, quality and conditions of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

PART 2 - PRODUCTS

2.1 BEDDING AND BACKFILL

- A. Soil Backfill and Bedding: Soil to be free of roots and organic material, debris and other material considered deleterious by WSD. Soil selected shall consist of residual clay occurring within designated borrow areas, or which occurs within on-site areas which are to be excavated. Soil shall be free of rock fragments greater than 2 inches in maximum dimension.
- B. Stone Bedding and Backfill Material: Only Tennessee Department of Transportation (TDOT) specified grade stone material is permitted.
- C. Roadway Base Material: Material shall conform to TDOT 303-01.

- D. Topsoil: Only natural, fertile, agricultural soil capable of sustaining plant growth; free of subsoil, slag, rocks, clay, sticks, and roots to a depth of 18 inches is permitted.
- E. Lean Concrete: Provide concrete in accordance with the following:
 - 1. Cement: ASTM C150 normal - Type 1 Portland.
 - 2. Fine and Coarse Aggregates: ASTM C33.
 - 3. Water: Clean and not detrimental to concrete.
 - 4. Mix concrete in accordance with ASTM C94 with a compressive strength (28 days) of 3,000 psi and a 4-inch slump.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be excavated, and conditions under which work is to be performed, and notify WSD in writing of conditions detrimental to the proper completion of the Work.
- B. Do not proceed with excavating until unsatisfactory conditions have been corrected in an acceptable manner by the WSD.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Strip topsoil and stockpile separate from all other material on site for respreading. Do not pile over 8 feet and protect from erosion.
- C. In cases where other utilities or other pipe is encountered, pipe shall not be displaced nor disturbed unless necessary, in which case replace it in good condition as soon as possible.

3.3 EXCAVATION

- A. Excavate for piping with clearance on both sides of pipe as shown in the appropriate detail drawings. Excavate for other utility work to provide minimum clearances as required by these documents or as practical and adequate for working clearances.
- B. Hand trim for bell and spigot pipe joints if necessary. For stone bedding installations, shape bedding to fit shape of bottom half pipe including bell end, for uniform continuous support.
- C. Depth for Direct Support: For work to be supported directly on undisturbed soil, do not excavate beyond indicated depths, and hand-excavate the bottom cut to accurate elevations. Support cast-in-place concrete on undisturbed soil at the bottom of the excavations.
- D. Depth for Bedding Support: For large piping (6-inch pipe size and larger), tanks and where indicated for other utility work, excavate for installation of bedding material in the depth indicated or, if not otherwise indicated, six (6) inches below bottom of work to be supported.

- E. Depth for Unsatisfactory Soil Conditions: Where unsatisfactory soil conditions at bottom of indicated excavation are encountered, excavate additional depth to reach satisfactory soil-bearing condition. Backfill with bedding material as directed by the WSD and compact to indicated excavation depth.
- F. Cover for Piping: Excavate for water and sewer pressure pipe so that top of piping will not be less than 2'-6" measured as a vertical distance below finished grade. Excavate for gravity sewer lines so that top of piping will not be less than 2'-6" in open fields and 4'-0" in roadways measured as a vertical distance below finished grade.
- G. When excavating within drip line of large trees, perform the work by hand, and protect the root system from damage or dryout to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with burlap. Paint root cuts of 1-inch diameter and larger with asphaltic tree paint.
- H. Correct areas over excavated. Correct unauthorized rock removal with lean concrete fill.
- I. Previous Excavations: Where piping crosses over an area more than 5'-0" wide which has been previously excavated to a greater depth than required for piping installation, provide suitable subsidence-proof support for piping.
- J. Comply with the details shown. Where not otherwise shown excavate to undisturbed soil, in a width equal to pipe diameter plus 2'-0". Install 8 inch courses of bedding material, each compacted to 95% of maximum density, as required to fill excavation and support piping.
- K. Excavate to subgrade elevations directed by the WSD, regardless of character of materials and obstructions encountered.
- L. Unauthorized excavation includes removal of material beyond elevations or dimensions without direction of the WSD.
 - 1. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by WSD.
- M. Stability of Excavations: Slope sides of excavations to comply with applicable codes. Shore and brace where sloping is not possible. Maintain sides and slopes in safe condition until completion of backfilling.
- N. Shoring and Bracing: Comply with applicable code and regulatory requirements for shoring and bracing. Provide materials that are in good serviceable condition. Carry down shoring and bracing as excavation progresses and maintain in place as long as excavations are open.
- O. Material Storage: Stockpile satisfactory material where directed until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage. Do not stockpile material at edge of excavation. Dispose of excess soil and waste material. Do not store under trees within the drip line.

3.4 COMPACTION

- A. Before compacting and filling, proofroll area. Remove soft spots, fill and compact to required density.

- B. Control soil compaction during construction providing minimum percentage of density specified for each area classification indicated below.
- C. Percentage of Maximum Density Requirements: Compact soil to not less than the listed percentages of dry density for soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D698 (Standard Proctor); and not less than listed percentages of relative density, determined in accordance with ASTM D4253, for soils which will not exhibit a well-defined moisture-density relationship.
 - 1. Pavements: Compact top 12 inches of subgrade and each layer of backfill or fill material at 98% maximum dry density or 90% relative dry density for cohesive soil material.
 - 2. Roadways: 90% for cohesive soils; 95% for cohesionless soils.
 - 3. Lawn or Unpaved Areas: Compact top 6 inches of subgrade and each layer of backfill or fill material at 90% maximum dry density.
 - 4. Walkways: Compact top 6 inches of subgrade and each layer of backfill or fill material at 95% maximum dry density.
- D. Moisture Control: Where subgrade or layer soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.
- E. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
 - 1. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value. Reuse stockpiled material only after dried to proper moisture content.

3.5 BEDDING AND BACKFILL

- A. Refer to Sections 02660 as appropriate for bedding and backfill requirements of water and sanitary sewer.

3.6 GRADING

- A. Uniformly grade areas within limits of grading under this Section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.
- B. Grading Outside Building Lines: Slope grade away from buildings to drain away water and prevent ponding.
- C. Grading Tolerances: Finish surfaces free from irregular surface changes and to the following tolerances above or below required subgrade elevations.

1. Top Surface of Backfilling Under Paved Areas: Plus or minus 1 inch (0.08) feet from required elevations.
2. Top Surface of General Backfilling: Plus or minus 1 inch (0.08) feet from required elevations.
- D. Compaction: After grading, compact subgrade surfaces to depth and percentage of maximum density for each area classification.
- E. Time: After completion of the installation, lawns and unpaved areas shall be restored within 14 days.

3.7 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01410.
- B. Testing During Construction: When applicable, testing agency shall inspect and approve subgrades and fill layers before continuing with construction.
 1. Perform testing in accordance with ASTM D1556 (sand cone method) or D2167 (rubber balloon method).
- C. If compacted subgrade or fills which have been placed do not meet specified densities, provide additional compaction and testing.

3.8 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

3.9 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Remove excess excavated material, trash, debris and waste materials and dispose of it properly.
- B. Excess materials excavated shall be disposed of so as to interfere as little as possible with public travel and, in all cases, the disposition of excavated material shall be satisfactory to the WSD.

3.10 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Section 01500.
 1. Do not walk on or work on top of finished piping until trench has been backfilled.

- B. Reshape and re-compact fills subjected to vehicular traffic during construction period. Add mineral aggregate base course as required to maintain trenches in asphaltic concrete areas in a safe and passable condition.

END OF SECTION

SECTION 02575

PAVEMENT REPAIR

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. The work specified by this section shall consist of repairing or replacing all damaged pavement, whether public or private. Dirt shoulders, roads, streets, drives, and walks are to be restored to their original condition as an incidental part of the installation of utilities. Repair damaged base on either side of a trench wherever necessary. Trim and oxidation surface to neat lines outside of the trench wall, and repave the entire area as specified below and as shown on the Drawings or on the standard drawings.
- B. These specifications make reference to the current edition of the standard specifications of the Tennessee Department of Transportation (TDOT). Even though the weather limitations, construction methods, and material specifications contained in the TDOT specifications may not be explicitly repeated in these specifications, they shall, wherever applicable to the work called for by this section, be considered as implied and therefore adhered to. However, the various subsections "Basis for Payment" contained in the TDOT specifications shall not be considered applicable.
- C. The repair of trenches in streets and roads, including shoulders, under the jurisdiction of the City of Brentwood shall be made in accordance with and under the direction of the Engineering Division, Department of Public Works, and the A/E.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. MINERAL AGGREGATE BASE: Class A, Grading D crushed stone "PUGMILL MIX (Section 303, Subsection 903.05).
- B. BITUMINOUS PRIME COATS: Cutback asphalt, Grade RC-250, or emulsified asphalt, Grade AE-P (Section 402, Subsections 904.02 and 904.03).
- C. CRUSHED STONE CHIPS: Size 6 or Size 7 (Subsection 903.14).
- D. DOUBLE BITUMINOUS SURFACE: For both courses, either cutback asphalt, Grade RC-800 or RC-3000, or emulsified asphalt, Grade RS-2 (Subsections 904.02 and 904.03).
- E. ASPHALTIC CONCRETE BINDER: Grading B or C, as directed by the A/E (Section 307).
- F. BITUMINOUS TACK COAT: Grade AE-3 (Section 403, Subsection 904.03).
- G. ASPHALTIC CONCRETE SURFACE: Grading E (Section 411).
- H. QUICK DRY TRAFFIC MARKING PAINT (WHITE AND YELLOW): Subsection 910.05.

PART 3 – EXECUTION

3.1 SUBGRADE

- A. Before any base material is installed, compact the subgrade of the area to be paved to 95% of optimum density as determined by ASTM D698 (Standard Proctor).
- B. The backfill material shall contain no topsoil or organic matter. For all areas where subgrade has been prepared, test for uniformity of support by driving a loaded dump truck at a speed of 2 or 3 mph over the entire surface. Make further improvements on all areas that show a deflection of 1 inch or more. When completed, the finished subgrade shall be hard, smooth, stable, and constructed in reasonably close conformance with the lines and grades that existed prior to beginning construction.
- C. When a base course is compacted, cut back the surface course of the existing pavement a minimum of 1 foot beyond the limit of the joint between the old and new base course or as shown on the standard drawings. Take special care to ensure good compaction of the new base course at the joint. Apply and compact the surface to conform to the existing pavement so that it will have no surface irregularity.

3.2 BASE

- A. Install a mineral aggregate base of the type specified above in accordance with Section 303 of the TDOT specifications. The maximum compacted thickness of any one layer shall be 6 inches, and the total thickness of the base shall be that indicated by the standard drawings or as shown on the plans.

3.3 SEAL COAT SURFACE

- A. Uniformly apply a bituminous prime coat of either emulsified asphalt, Grade AE-P, or cutback asphalt, Grade RC-250, over the entire width of the area to be surfaced at a rate of 0.3 gallon per square yard. Immediately after application, uniformly cover the entire area with Size 7 crushed stone chips at a rate of 12 pounds per square yard.

3.4 DOUBLE BITUMINOUS SURFACE

- A. Apply the first course at a rate of 0.38 to 0.42 gallon per square yard with either emulsified asphalt, Grade RS-2, or cutback asphalt, Grade RC-800 or RC-3000, and then immediately cover with Size 6 crushed stone chips at a rate of 33 to 37 pounds per square yard. After this is rolled, apply the second course at a rate of 0.30 to 0.35 gallon per square yard, and at once uniformly cover with Size 7 chips at a rate of 20 to 25 pounds per square yard. Then roll the entire area.
- B. After the application of the cover aggregate, lightly broom or otherwise maintain the surface for a period of 4 days, or as directed by the A/E. Maintenance of the surface shall include the distribution of cover aggregate over the surface to absorb any free bitumen and cover any areas deficient in aggregate. Sweep excess material from the entire surface with rotary brooms. Sweep the surface at the time determined by the A/E.

3.5 ASPHALTIC CONCRETE BINDER

- A. Apply a bituminous prime coat of emulsified asphalt, Grade AE-P, or cutback asphalt, Grade RC-250, at a rate of .038 to 0.42 gallon per square yard. Take care to prevent the bituminous materials splashing on exposed faces of curbs and gutters, walls, walks, trees, etc., if such splashing does occur, remove it immediately. After the prime coat has been properly cured, apply an asphaltic concrete binder to the thickness shown on the standard drawings or the plans.
- B. Carefully place the material to avoid segregation of the mix. Broadcasting of the material will not be permitted. Remove any lumps that do not readily break down.

3.6 ASPHALTIC CONCRETE SURFACE

- A. If the asphaltic concrete surface course is to be placed directly on the mineral aggregate base, place a bituminous prime coat as described above. If, however, the surface course is to be placed on a binder course, then apply a bituminous tack coat of the sort specified above under PRODUCTS at a rate of 0.05 to 0.10 gallon per square yard. Take care to prevent the bituminous materials splashing on exposed faces of curbs, gutters, walls, walks, trees, etc., if such splashing does occur, remove it immediately. After the prime or tack coat has been properly cured, apply the asphaltic concrete to the thickness shown on the Drawings or standard drawings. Apply the surface course as described above for the binder course.

3.7 SMOOTHNESS

- A. The finished surfaces shall conform to the lines and grades that existed prior to construction. No deviations, variations, or irregularities exceeding $\frac{1}{4}$ " in any direction when tested with a 12-foot straightedge will be permitted in the finished work, nor will any depressions that will not drain. Correct all such defects.

3.8 SAMPLING AND TESTING

- A. Submit to the A/E test reports made by an independent testing laboratory on the crushed stone aggregate, bituminous materials, and asphaltic concrete design mixes, and obtain his approval of these reports before starting paving operations.
- B. Tests shall be made on the completed elements of the pavement to ascertain the compacted thickness of the base and surface courses. If sections with deficient thicknesses are found, the full section for a reasonable distance on each side of the deficiency shall be refused. Remove and reinstall all such sections. Patch all test holes in connection with thickness tests.
- C. When making surface tests, furnish one man to mark all surface defects for corrections.

END OF SECTION

SECTION 02660
WATER DISTRIBUTION SYSTEM

PART 1 - GENERAL

1.1 REFERENCES

- A. ANSI/ASTM D2466 - Poly Vinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 40.
- B. ANSI/AWS A5.8 - Brazing Filler Metal.
- C. ANSI/AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids.
- D. ANSI/AWWA C500 - Gate Valves, 3 through 48 in NPS, for Water and Sewage Systems.
- E. ANSI/AWWA C502 - Dry Barrel Fire Hydrants.
- F. ANSI/AWWA C508 - Swing-Check Valves for Waterworks Service, 2 in through 24 in NPS.
- G. ANSI/AWWA C515 - Resilient Seated Gate Valves 3 in through 12 in NPS, for Water and Sewage Systems.
- H. ANSI/AWWA C600 - Installation of Ductile-Iron Water Mains and Appurtenances.
- I. UL 246 - Hydrants for Fire - Protection Service.

1.2 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Submit manufacturer's product data and installation instructions for pipe and fittings, valves, hydrants, and accessories.
- C. Shop Drawings: Submit shop drawings for system, showing pipe type, size, location, and elevations. Include details of underground structures, fittings, connections, anchors and thrust blocks.
- D. Manufacturer's Certificate: Project Engineer shall certify that products meet or exceed specified requirements.
- E. Manufacturer shall certify that pipe material shall meet or exceed applicable AWWA standards.

1.3 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 01300.
- B. Accurately record actual locations of piping mains, valves, connections, and invert elevations. Provide digital file with GPS coordinates for incorporation into City GIS system.

- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.4 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in manufacture of water distribution system materials of types and sizes required, whose products have been in satisfactory use in similar service for not less than 10 years.
- B. Local Fire Department/Fire Marshall Regulations: Comply with governing regulations pertaining to hydrants, including hose unit threading and similar matching of connections. Comply with NFPA 291 for color coding related to hydrant flow capability.
- C. Perform Work in accordance with municipality requirements.
- D. Valves: Manufacturer's name and pressure rating marked on valve body; approved by FM, listed by UL.
- E. Ductile Iron Pipe: Manufacturer's name, working pressure, DIPRA approval, and latest production code rated on pipe body.
- F. Provide factory fabricated products to comply with governing regulations and AWWA standards.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01600.
- B. Deliver and store valves in shipping containers with labeling in place. Ends of valves shall be plugged during shipping and storage.

PART 2 - PRODUCTS

2.1 PIPE

- A. Ductile Iron Pipe: ANSI/ A21.51/AWWA C151.
 - 1. Ductile iron pipe shall be ANSI Class 52 thickness unless otherwise indicated and shall be of the bell and spigot type.
 - 2. Fittings: ANSI/AWWA C110 or C153, ductile iron, mechanical joint type. No foreign made fittings are allowed.
 - 3. Joints: ANSI/AWWA C111, rubber gasket, push-on type:
 - a. "Fastite" by American
 - b. "Tyton" by US Pipe
 - c. or Approved Equal.

B. Restrained Joint Pipe

1. Where noted on the drawings for pipes 14-inch and smaller or where required by the WSD, restrained joint pipe shall be utilized by the use of gripper-style restraint gaskets. Gripper style restraint gaskets shall be Fast-Grip® by American Cast Iron Pipe Co., Field-Lok 350® by US Pipe Co., Sure Stop 350® by McWane Pipe Co., Talon™ RJ Gasket by Griffin Pipe Co. or approved equal.
2. Restrained joint pipe is required for all pipes 16-inch and larger, and shall be American Flex-Ring®, US Pipe TR Flex® or McWane/Clow Super-Lock pipe.
3. When restrained joint pipe is used, restrained joint push-on fittings may be used in lieu of mechanical joint fittings.
4. For bridge installation, pipe joints shall be push-on restrained joint without the use of gripper-style restraint gaskets.

2.2 GATE VALVES – 2 INCH TO 3 INCH

A. Manufacturers:

1. Mueller.
2. M & H.
3. Clow.
4. American-Darling: Model AFC-250
5. or Approved Equal.

- B. Iron body, non-rising stem, inside screw, single wedge or disc, compression ends, with control rod, extension box and two valve keys.**

2.3 GATE VALVES - 4 INCH TO 12 INCH

A. Manufacturers:

1. Mueller.
2. M & H.
3. Clow.
4. or Approved Equal.

- B. ANSI/AWWA C515, Iron body, bronze trim, non-rising stem with square nut, single wedge, resilient seat, mechanical joint ends, control rod, opening counter clockwise, extension box.**

2.4 MECHANICAL JOINT TAPPING SLEEVE 4" – 24"

A. Manufacturers:

1. Mueller
2. or Approved Equal.

B. ANSI/NSF 61, Ductile Iron Body with ¾" NPT test plug, Outlet flange dimensions and drilling comply with ANSI B16.1, class 125.

2.5 SWING CHECK VALVES - FROM 2 INCHES TO 24 INCHES

A. Manufacturers:

1. American (Series 52)
2. M&H
3. Clow
4. or Approved Equal.

B. ANSI/AWWA C508, iron body, bronze trim, 45-degree swing disc, renewable disc and seat, flanged ends; 150 psi capacity; removable cover for removal of internal parts without having to remove valve from line.

2.6 VALVE BOXES

A. Valve Box: Adjustable valve boxes with cover.

1. 2 to 24 Inch Diameter Valve: Concrete valve box, rectangular product with cast iron frame and cover, cover marked "WATER".
 - a. Concrete Products of Nashville, Inc.
 - b. or Approved Equal.
2. Refer to Standard Details for Valve Boxes.

2.7 VACUUM-RELEASE OR AIR-RELEASE VALVES

A. Vacuum-Release or Air-Release Valves: Minimum 2 inch inlet diameter, fitted with proper size orifices; NSF 61 Reinforced Nylon body and cover; and NSF 61 foamed polypropylene float; suitable for use in lines having a maximum water pressure of 250 psi. Provide all valves with matching size ball or gate valve for isolation. Vacuum-release or air-release valves 3 inch and larger shall have flanged connections. Refer to Standard Details for enclosure requirements.

1. ARI D-040 TP 02 or approved equivalent.

2.8 HYDRANTS

A. Manufacturers:

1. Model "Super Centurion 250 A-423" Mueller. No substitution allowed.

B. General: Provide fire hydrants with threaded male nozzle conforming to "American National Standard Fire Hose Connection Screw Threads" unless other hose connection required by local fire authorities.

C. Provide dry-barrel fire hydrants (base valve type) complying with UL 246 and AWWA C502, inside dimension of 5 1/4 inches minimum, with minimum 5 inches diameter valve seat opening; minimum net water area of barrel not less than 190 percent of valve opening; 6 inch mechanical joint inlet connection with accessories, gland bolts, and gaskets; all bronze working parts.

D. Requirements

1. Working pressure, 250 psi and 500 psi hydrostatic pressure.
2. Valve opening direction, counterclockwise, indicated by arrow and word "Open" cast on dome; 5-inch size minimum.
3. Nozzles, two 4-1/2" pumper connection with caps and chains. Nozzle cap nuts to match operating stem nuts.
 - a. Operating stem nuts, 1-1/2" pentagon.
4. Bury Depth 3'-6"

E. Finish: Prior to any hydrant being accepted into service, said hydrant shall be flow tested per AWWA Standard M-17. Results of the test shall be provided to the City, including static, residual, flow, and time of test. Hydrant bonnet shall be color coded based on accepted flow testing results, including primer (2-3 mils DFT) and two coats of enamel (4-6 mils DFT) color coded as follows:

NFPA CLASS		
AA	Blue	>1500 gpm
A	Green	1000-1499 gpm
B	Orange	500-999 gpm
C	Red	0-499 gpm

F. Barrels of fire hydrants in public installations shall be red in color. Barrels of fire hydrants in private installations shall be yellow in color.

2.9 BEDDING MATERIALS

A. Aggregate Fill: As specified in Section 02225.

- B. Earth Fill: As specified in Section 02225.
- C. Concrete: As specified in Section 03001.
- D. Lean Concrete: As specified in Section 02225.

2.10 ACCESSORIES

- A. Anchorages: Provide anchorages for tees, plugs, caps, bends and hydrants.
 - 1. Clamps, Straps and Washers: Steel, ASTM A506. Rods: Steel, ASTM A575. Rod Couplings: Malleable iron, ASTM A197. Bolts: ASTM A307. Cast Iron Washers: ASTM A126, Class A.
- B. Thrust Blocks:
 - 1. 4,000 psi concrete, ASTM C94 ready-mixed concrete, 400 pounds of cement per cubic yard; water reducing admixture ASTM C494, Type A.
- C. Mechanical Joint Restraint:
 - 1. MEGALUG[®] Series 1100 or approved equal when approved by the WSD and designed and installed per MEGALUG[®] specifications.
- D. Saddles: Factory-fabricated products to comply with governing regulations; bronze.
 - 1. Vega Manufacturing Company "H-13431," Mueller or Ford Equal.
 - 2. or Approved Equal.
- E. Flanged Mechanical Joint Coupling Adapter with Joint Restraint:
 - 1. Smith-Blair Model 911 & 920
 - 2. or Approved Equal.

2.11 WATER LINE EXPANSION JOINT

- A. The single end expansion joint shall consist of one body and slip pipe for single end applications. It shall have a maximum 10" of travel.
- B. The expansion joint body shall be carbon steel per ANSI C 1015-20 or ASTM A283 Grade C.
- C. The slip pipe shall be made of carbon steel per ASTM A53, ASTM A283 or AISI C1015-20. The slip pipe shall be hard chrome-plated on a machined surface to facilitate easy movement while maintaining a good seal.
- D. The body shall have a Flexi-coat epoxy coated finish. The body studs, bolts and nuts shall be made of Type 316 stainless steel. The nuts shall be FLUOROPOLYMER coated.
- E. The packing gaskets shall consist of generous alternate square rings of lubricate impregnated fibrous material and Nitrile (Buna N) rubber compounded to resist: water, oil, acids, alkalies, most (aliphatic) hydrocarbon fluids and many other chemicals. The gaskets shall have a temperature range of -20° F to +180° F.

- F. The expansion joint must be designed to allow replacement of the packing without taking the expansion joint out of service. Limit rods shall be made of Type 316 stainless steel with FLUROPOLYMER coated hexagon nuts of the same material.
- G. The ends of the expansion joints must be prepared for mating with the pipe. The ends must provide a means of making rigid connections to the pipe that can withstand the forces it will be subjected to. The ends must be beveled for making a welded joint, flanged for installing in a flanged pipeline or as deemed appropriate for the application.
- H. The expansion joint shall be a Smith-Blair, Inc. 611, or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions.
- B. Verify that building service connection and municipal utility water main size, location and inverts are as indicated.

3.2 PREPARATION

- A. Remove scale and dirt, on inside and outside, before assembly.
- B. Prepare pipe connections to equipment with flanges or unions.
- C. Cover pipe ends during storage.

3.3 BEDDING AND BACKFILL

- A. Begin backfilling after the line construction is completed and then inspected and approved by the WSD. In an earth trench, on each side of the line, from the bottom of barrel of pipe to 12 inches above the top of the pipe, the backfill material shall be select backfill consisting of fine, loose earth like sandy soil or loam or of granular material that is free from clods, vegetable matter, debris, stone, and/or other objectionable materials and that has a size of no more than 2 inches. Place this backfill simultaneously on either side of the pipe in even layers that, before compaction, are no more than 6" deep. Thoroughly and completely tamp each layer into place before placing additional layers.
- B. In a rock trench, backfill shall be No. 67 crushed stone to a point 12 inches above the top of pipe.
- C. In all paved areas or roadways, all backfill for shall be No. 67 crushed stone up to subgrade level.
- D. If pipe is installed in a rock trench or paved area, install a 6 inch bedding of No. 67 crushed stone below the pipe.
- E. From 1' above the pipe upward (if outside paved area or roadway) the backfill material may contain broken stones that make up approximately 3/4 of the backfill's total volume.

However, if this type of backfill is used, there must be enough spalls and earth materials to fill all voids completely. The maximum dimension of individual stones in such backfill shall not exceed 6 inches, and the backfill material shall be placed and spread in even layers not more than 12 inches deep. Tamp and thoroughly compact the backfill in layers that, before compaction, are 6 inches deep. In other areas, the backfill for the upper portion of the trenches may be placed without tamping but shall be compacted to a density equivalent to that of adjacent earth material as determined by laboratory tests. Use special care to prevent the operation of backfilling equipment from causing any damage to the pipe.

- F. If earth material for backfill is, in the opinion of the WSD, too dry to allow thorough compaction, then add enough water so that the backfill can be properly compacted. Do not place earth material the WSD considers too wet or otherwise unsuitable.
- G. Wherever excavation has been made within easements across private property, the top 1 foot of backfill material shall consist of fine loose earth free from large clods, vegetable matter, debris, stone, and/or other objectionable materials.
- H. Wherever trenches have been cut across or along existing pavement, temporarily pave the backfill per the requirements of City of Brentwood Public Works Department. Maintain this temporary pavement either until the permanent pavement is restored or until the project is accepted by the WSD.
- I. Wherever pipes have diameter of 15 inches or less, do not use power operated tampers to tamp that portion of backfill around the pipe within 1 foot above the pipe.
- J. Perform backfilling so as not to disturb or injure any pipe and/or structure against which the backfill is being placed. If any pipe or structure is damaged and/or displaced during backfilling, open up the backfill and make whatever repairs are necessary.
- K. Backfilling and clean-up operations shall closely follow pipe laying; failure to comply with this provision will result in the Owner's requiring that the Contractor's other activities be suspended until backfilling and clean-up operations catch up with pipe laying.

3.4 INSTALLATION – PIPE

- A. Maintain separation of water main from sewer piping in accordance with WSD and TDEC requirements.
- B. Install pipe to indicated elevation to within tolerance of 5/8 inches.
- C. Install ductile iron piping and fittings in accordance with ANSI/AWWA C600.
- D. Route pipe in straight line.
- E. Install pipe in trench with 6-inch minimum clearance from edge of trench to outside diameter of pipe bell.
- F. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- G. Install test taps at appropriate intervals to permit disinfection of water system performed under Section 02675.

- H. Slope water pipe and position drain at low points.
- I. Form and place concrete for thrust blocks at each elbow or change of direction of pipe or provide restrained joint pipe as required. Design calculations for restrained joint pipe shall be as follows:
 - 1. Soil Type = GC or other as suited to the site condition
 - 2. Safety Factor = 2.0
 - 3. Depth of Bury = 30 inches
 - 4. Test Pressure = 200 psi
- J. All valves, hydrants and fittings shall include mechanical joint restraint devices.
- K. Establish elevations of buried piping to ensure not less than 2'-6" of cover.
- L. Shape bed of each piece of pipe so that each individual piece of pipe will have a uniform bearing. Lay pipe in a straight line and grade without kinks or sags. Lay pipe in a workmanlike manner.
- M. Before each piece of pipe is lowered into trench, swab pipe thoroughly to insure its being clean. Lower each piece of pipe separately unless special permission is given otherwise by the project Engineer and approved by the WSD. Prevent damage to pipe coating.
- N. Do not lay pipe or castings which are known to be defective. If defective pipe or special casting is discovered after it has been laid in line, remove and replace it with a satisfactory section of pipe or special casting. In case a length of pipe is cut to fit in a line, cut it as to leave a smooth end at right angles to longitudinal axis of pipe. When Contractor is not actually laying pipe, plug pipe.
- O. After installation, apply a full coat of asphalt or other acceptable corrosion-retarding material to unprotected surfaces of rods and clamps.
- P. Ductile-Iron Pipe: Install in accordance with recommended procedures of Ductile Iron Pipe Research Association.
- Q. At taps on existing PVC pipe, install a saddle for service connections. No saddle required for taps on existing ductile iron pipe.
- R. Joint Adapters: Make joints between cast iron pipe and other types of pipe with standard manufactured ductile iron, mechanical joint fittings.
- S. If indicated on Drawings, place pipe under roads by boring in accordance with requirements of the authority having jurisdiction and per City of Brentwood Standard specifications
- T. Make creek crossings with ductile iron pipe regardless of type pipe used elsewhere and per the State of Tennessee.
- U. Where water lines cross ditches or culverts, place line under invert of same at such a depth as to provide adequate cover. Line shall begin to slope on either side of ditch or culvert at a sufficient distance to hold a uniform gradient in line without sags or short breaks.

- V. Water mains in cul-de-sacs shall extend straight through the cul-de-sac and terminate beyond curb line and include an approved hydrant.
- W. In cases where gas, sewer, or other pipe is encountered, make appropriate adjustment utilizing fittings as needed. Consult with the WSD before installing fittings.
- X. For detection purposes, a 10-gauge solid strand copper, blue clad tracing wire (shielded) shall be installed with the plastic water main pipe. Connections between wires shall be soldered or connected with wire nut fasteners and wrapped and sealed to be watertight. For access purposes, tracing wire shall be terminated at all valve boxes, combination air valve assemblies, etc.
- Y. Magnetic detectable conductor, metallic tape clear plastic covering, imprinted with "CAUTION BURIED WATER LINE" in large letters shall be installed 18 inches above all water pipe.
- Z. Backfill trench in accordance with Paragraph 3.3, this Section.

3.5 SEPARATION OF WATER MAINS AND SEWERS

- A. At a minimum, install parallel lines in accordance with State of Tennessee design standards.
- B. Crossings: Under normal conditions when laying water mains over sewer pipe, provide a separation of at least 18 inches between bottom of water main and top of sewer.
 - 1. Unusual Conditions: When local conditions prevent desired vertical separation as described above, protect water mains passing under sewers by providing:
 - a. A vertical separation of at least 18 inches between bottom of sewer and top of water main;
 - b. Adequate structural support for sewers to prevent excessive deflection of joints and settling on and breaking water mains;
 - c. Length of water pipe shall be centered at point of crossing so that joints will be equidistant and as far as possible from sewer and capped with concrete per the direction of the WSD.
- C. No water pipe shall pass through or come into contact with part of a sewer or sewer manhole.

3.6 INSTALLATION - VALVES AND HYDRANTS

- A. Set valves on solid bearing in accordance with manufacturer's instructions.
- B. Center and plumb valve box over valve. Set box cover flush with finished grade. Lid shall be oriented so that lettering is perpendicular to main line.
- C. All valves, hydrants and fittings shall include mechanical joint restraint devices.

- D. Tapping sleeves shall be separately pressure tested before connection to the new water line. The WSD must witness the tapping saddle pressure test. The tapping sleeves must be rated for the anticipated working pressure. Care must be used to assure that all bolts are equally tightened. The tapping valve is to be solidly supported with brick or block and carefully bedded to prevent shifting due to settling back fill.
- E. Install hydrants in accordance with AWWA M17, the WSD and Brentwood Fire Department requirements. Set hydrants plumb and locate pumper nozzle perpendicular to and facing roadway.
- F. Set hydrants to grade and so that the 4-1/2-inch connection will be a minimum of 18 inches from bottom of nozzle to the ground, and turned so as to be unobstructed by poles or other objects.
- G. Locate control valve immediately adjacent to the hydrant.
- H. Provide a drainage pit 36 inches square by 24 inches deep filled with 2 inches washed gravel. Encase elbow of hydrant in gravel to 6 inches above drain opening. Do not connect drain opening to sewer.
- I. Paint hydrants in accordance with City of Brentwood color code system and NFPA 291 as specified within this Section.

3.7 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Flush and disinfect system in accordance with AWWA C651, latest revision and State of Tennessee, Water Resources Division disinfection criteria.

3.8 SERVICE CONNECTIONS

- A. Refer to other applicable Sections for requirements of service connections.

3.9 INSPECTION

- A. Interior Inspection: Inspect pipe to determine whether line displacement or other damage has occurred.
 - 1. If inspection indicates poor alignment, debris, displaced pipe, infiltration or other defects, correct such defects to satisfaction of the WSD.

3.10 CLEANING

- A. Cleaning Pipe: Clear interior of pipe of dirt and other superfluous material as work progresses. Maintain swab or drag in line and pull past each joint as it is completed.
 - 1. In large, accessible pipe, brushes and brooms may be used for cleaning.
- B. Place plugs in end of uncompleted pipe at end of day or whenever work stops and remove all debris and trash from trench.

3.11 FIELD QUALITY CONTROL

- A. Field testing for piping and valves will be performed under provisions of Section 01400.
- B. Perform operational testing of hydrants and valves by opening and closing under water pressure to insure proper operation.
- C. Inspect each joint thoroughly and make joints watertight before backfilling about joint. Furnish equipment and material for testing. Include hydrants and service lines to meter in test(s).
- D. Test pipe under 200 pounds pressure or 1.5 times the actual working pressure of the system, whichever is greater. Test time shall be 6 hours for covered pipe and 2 hours for uncovered pipe. This may be done from valve to valve or by plugging open end of pipe. Tests cannot be performed against water valves already in operation. Isolate lines to be tested from existing water lines in service. All tests shall be conducted in presence of WSD representative. Test each valve section separately unless otherwise approved by the WSD.
- E. If pressure test reveals a drop in pressure, Contractor shall then conduct a leakage test. Leakage is defined as quantity of water to be supplied into newly laid pipe, or valve section thereof, necessary to maintain specified leakage test pressure after pipe has been filled with water and air expelled. Furnish pump, pipe, connections, gauges, and measuring devices and other necessary apparatus. Furnish necessary assistance to conduct test. Test each valve section separately unless otherwise approved by the WSD.
 1. Should any test of pipe laid disclose leakage greater than that specified the Contractor shall, at his own expense, locate and repair the defective joints until the leakage is within the specified allowance. All visible leaks are to be repaired regardless of amount of leakage.
 2. Allowable Leakage: No pipe installation will be accepted if the leakage is greater than that determined by the following formula:
 - a. Ductile Iron Pipe:
$$L = \frac{SDVP}{133,200}$$

Where: L = allowable leakage, in gallons per day.
S = length of pipe tested, in feet.
D = nominal diameter of the pipe, in inches.
P = average test pressure during the leakage tests, in pounds per square inch (gauge).
 3. Duration of each leakage test shall be two (2) hours.
- F. Do not connect to municipal system until testing and disinfection of lines have been completed and permission granted by the WSD.

END OF SECTION

SECTION 02675

DISINFECTION OF WATER DISTRIBUTION SYSTEMS

PART 1 – GENERAL

1.1 REFERENCES

- A. AWWA C651, latest edition – Disinfecting Water Mains.

1.2 SUBMITTALS

- A. Test Reports: Indicate results comparative to specified requirements.
- B. Certificate: Certify that cleanliness of water distribution system meets or exceeds specified requirements.

1.3 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 01300.
- B. Disinfection report; record:
 - 1. Type and form and amount of disinfectant used.
 - 2. Date and time of disinfectant injection start and time of completion.
 - 3. Chlorine residual before, during and after disinfection.
 - 4. Test locations.
 - 5. Initial and 24 hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
 - 6. Date and time of flushing start and completion.
 - 7. Disinfectant residual after flushing in ppm for each outlet tested.
- C. Bacteriological report; record:
 - 1. Date issued, project name, and testing laboratory name, address, and telephone number.
 - 2. Time and date of water sample collection.
 - 3. Name of person collecting samples.
 - 4. Test locations.
- D. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.

1. Coliform bacteria test results for each outlet tested.
2. Certification that water conforms, or fails to conform, to bacterial standards of The State of Tennessee.
3. Bacteriologist's signature and authority.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ANSI/AWWA C651-05.

1.5 QUALIFICATIONS

- A. Personnel experienced in testing potable water systems.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code or regulation for performing work of this Section.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of water system.

PART 2 – PRODUCTS

2.1 DISINFECTION CHEMICALS

- A. Chemicals: ANSI/AWWA B300, Hypochlorite.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that piping system has been cleaned, inspected, and pressure tested.
- B. Perform scheduling and disinfection activity with startup, testing, adjusting and balancing, demonstration procedures, including coordination with related systems.

3.2 EXECUTION

- A. Adhere to the latest version, "Rules of TDEC, Division of Water Supply, Chapter 1200-5-1, Public Water Systems." Bacteriological samples shall be taken at every 2,500 feet intervals and at each beginning and ending point.
- B. Provide and attach required equipment to perform Work of this Section.
- C. Inject treatment disinfectant into piping system sufficient to insure a chlorine dosage of at least 50 ppm in the lines. While solution is being applied, water shall be allowed to escape at ends of lines until tests indicate that a dosage of at least 50 ppm has been obtained throughout the pipe.

- D. Maintain disinfectant in system for 24 hours. A residual of at least 25 ppm should be present in pipe at end of 24 hour period.
- E. Flush, circulate and clean until required cleanliness is achieved; use municipal domestic water. A bacteriological sample will be taken and submitted for approval to the State Health Department by the WSD before lines are put into service. If samples are positive, additional samples shall be taken and lines disinfected per the WSD Bacteriological Sampling Plan. WSD will pull all samples and furnish to laboratory for testing. Disinfection testing shall not be performed on Fridays or prior to holidays.
- F. Replace permanent system devices removed for disinfection.
- G. All laboratory, equipment and labor costs to the WSD shall be invoiced to the Developer.

END OF SECTION

SECTION 02718

SMALL DIAMETER WATER SERVICE ASSEMBLIES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. All new residential domestic service lines shall be a minimum of 1-inch from the main to the meter unless otherwise approved by the WSD.
- B. All new residential domestic meter assemblies shall be a minimum of 3/4-inch unless otherwise approved by the WSD. Meters can be smaller than service line size for residential services.
- C. All new residential fire sprinkler assemblies shall be a minimum of 1-inch unless otherwise noted.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All service assembly components in contact with potable water shall be certified No Lead or Lead Free.
- B. The service assembly shall include a corporation cock, copper service pipe gooseneck, meter box, and tapping saddle as required. The City will provide the meter for installation.
- C. CORPORATION COCK: The corporation cock shall be of solid bronze suitable for tapping into the water main at a vertical angle. This cock shall be similar to Ford FB-1000. (4-Q-TA (1"))
- D. SERVICE PIPE:
 - 1. PEX; (1" through 2") crosslinked polyethylene (PEXa), Type A rated for 160 psi working pressure at 73.4°F. PEX pipe shall meet the requirements of ANSI/NSF 61 and AWWA C904 and be rated for buried installation. Pipe shall be Rehau, Municipex® or equal. PEXa shall be blue or white in color. All PEXa pipe shall be installed with insert stiffeners to prevent the collapse of water service tubing. Stiffeners shall be MARS Company, A Division of Floyd S. Salser Jr. & Associates. The use of PEXa pipe for water services is limited to single-family residential locations. PEXa pipe is not permitted in commercial, multi-family or institutional meter applications.
- E. METER VALVES: Meter valves shall be Ford, double check meter yoke with a gripper joint.
- F. METER BOXES: Meter boxes for water service assemblies shall be plastic, rectangular meter boxes traffic rated, with non-locking cover and auto-read opening. Boxes shall be as follows:
 - 1. 5/8"-3/4" – Oldcastle HW-1118BCF

2. 1' – Oldcastle HW-1527BCF

- G. TAPPING SADDLES: Tapping saddles shall be used for tapping all PVC pipe and shall be Ford S70 series, Style A, and shall be AWWA threaded to accept the corporation cock specified above. Tapping saddle body and strap shall be made of brass alloy and shall be joined together with stainless steel pin and a silicon bronze hex head bolt. Product shall conform to AWWA C800, NSF Standard 61 and be rated for 150 psi working pressure.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Make no taps on dry lines without approval from the WSD. Taps in newly installed water lines and existing lines shall be made by the Contractor.
- B. The service line shall have a minimum of 18 inches cover. Prior to connecting meter, blow any accumulated trash out of the pipe.

3.2 INSTALLATION

- A. All service lines to be installed under existing paved roads will be bored and jacked. A 2-inch schedule 40 PVC casing pipe shall be provided for new bored services or new services under roadways. Service line casing shall extend to a point 2 feet behind the sidewalk on each side of the roadway. No couplings shall be used on new service lines.
- B. In general, install the meter box as near the ROW line as possible at the street right-of-way. Minimum horizontal spacing between water service and sewer service shall be 10 feet. Set plumb approximately 1 inch above the existing or proposed grade and so that surface drainage will not enter it. Fill from the existing or proposed grade to the top of the meter box at a slope of 1 inch in 12 inches. When the cut or fill slopes on streets extend beyond the street right-of-way, install the meter box at the top or toe of slope, as applicable, or as directed by the Owner. Meter boxes damaged by home builder will be responsibility of the home builder to reset or replace.
- C. The service main shall not be taut from stop to cock. A gooseneck shall be left at the connection to the water main.
- D. All PEXa pipe shall be installed with 14 gauge, THHN solid copper wire with coating installed in such manner that detection with WSD equipment is possible. The detection wire shall be continuous and shall be connected to the corporation stops, meter boxes, and/or valve boxes to facilitate connection to the WSD location equipment.

END OF SECTION

SECTION 02936

SEEDING

PART 1 - GENERAL

1.1 REFERENCES

- A. FS O-F-241 - Fertilizers, Mixed, Commercial.

1.2 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel and Brome Grass.

1.3 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.4 SUBMITTALS

- A. Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentage of purity, germination, and weed seed for each grass seed species.
- B. Submit minimum 10 oz sample of grass seed mixture proposed.

1.5 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

1.6 TESTS

- A. Testing is not required if recent tests are available for imported topsoil. Submit these test results to the testing laboratory for approval. Indicate, by test results, information necessary to determine suitability.

1.7 MAINTENANCE DATA

- A. Submit maintenance data for continuing Owner maintenance under provisions of Section 01400.
- B. Include maintenance instructions, cutting method and maximum height; and types, application frequency, and recommended coverage of fertilizer.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed in original, sealed containers. Damaged packages are not acceptable
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.9 MAINTENANCE SERVICE

- A. Maintain seeded areas for three months from Date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SEED MIXTURE

- A. Certified seed to be latest season's crop, labeled in conformance with USDA regulations and applicable state laws.
- B. Seed Mixture:
 - 1. Kentucky 31 Fescue: 50 percent.
 - 2. Norlea Perennial Rye: 30 percent.
 - 3. White Clover: 20 percent.

2.2 SOIL MATERIALS

- A. Topsoil: Natural, fertile, agricultural soil typical of locality, capable of sustaining vigorous plant growth, from well drained site free of flooding, not in frozen or muddy condition, not less than 6% organic matter, and pH value of 5.9 to 7.0. Free from subsoil, slag, clay, stones, lumps, live plants, roots, sticks, weeds and foreign matter.
- B. Topsoil: Excavated from site and free of weeds.

2.3 ACCESSORIES

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.
- B. Fertilizer: FS O-F-241, type and grade recommended for grass, with 50% of the elements derived from organic sources; of proportion necessary to eliminate deficiencies of topsoil to the following proportions: 18% nitrogen, 24% phosphoric acid, and 6% potassium.
- C. Water: Clean, fresh and free of substance or matter which could inhibit vigorous growth of grass.
- D. Herbicide: 25% Prometon: 2, 4-bis, and 75% inert ingredients.

- E. Stakes: Softwood lumber, chisel pointed.
- F. String: Inorganic fiber.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that prepared soil base is ready to receive the work of this Section.
- B. Beginning of installation means acceptance of existing site conditions.

3.2 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make change in grade gradual. Blend slopes into level areas.
- B. Protect existing underground improvements from damage.
- C. Remove foreign materials, plants, roots, stones, and debris, from site. Do not bury foreign material.
- D. Remove contaminated subsoil.
- E. Cultivate to depth of 3 inches, area to receive topsoil. Repeat cultivation in areas where equipment has compacted subgrade.

3.3 PLACING TOPSOIL

- A. Spread topsoil to depth of 6 inches over area to be seeded. Place during dry weather, and on dry, unfrozen subgrade. Provide imported topsoil if a sufficient amount is not available on site.
- B. Cultivate topsoil to depth of 6 inches with mechanical tiller. Cultivate inaccessible areas by hand. Rake until surface is smooth.
- C. Remove from site, foreign materials collected during cultivation.
- D. Grade to eliminate rough, low or soft areas where ponding may occur. Maintain smooth, uniform grade.
- E. Assure positive drainage away from buildings.
- F. Finish ground level firm and sufficient to prevent sinkage pockets when irrigation is applied.

3.4 FERTILIZING

- A. Apply fertilizer, at a rate of 16 lbs per 1,000 square feet.
- B. Apply after smooth raking of topsoil and prior to roller compaction.

- C. Do not apply grass seed and fertilizer at same time, in same machine.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid breakdown of fertilizer and to provide moist soil for seed.

3.5 SEEDING

- A. Apply seed at a rate of 8 lbs per 1,000 square feet evenly in two intersecting directions. Rake in lightly. Do not seed area in excess of that which can be mulched on same day.
- B. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- C. Roll seeded area with roller not exceeding 112 lbs.
- D. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- E. Apply water with a fine spray after each area has been mulched. Saturate to 4 inches of soil.
- F. Seeding shall be limited to the following planting periods: Spring – March 1 through May 10; Fall – August 15 through October 31. If construction is completed out of sequence with the planting periods, Contractor shall maintain temporary surface restoration as required by Section 01563 and coordinate with the WSD accordingly.

3.6 MAINTENANCE

- A. Maintain surfaces and supply additional topsoil where necessary, including areas affected by erosion.
- B. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.
- C. Neatly trim edges and hand clip where necessary.
- D. Immediately remove clippings after mowing and trimming.
- E. Water to ensure uniform seed germination and to keep surface of soil damp.
- F. Apply water slowly so that surface of soil will not puddle and crust.
- G. After first mowing water grass sufficient to moisten soil from 3 inches to 5 inches deep.
- H. Apply weed killer when weeds start developing, during calm weather when air temperature is above 50 degrees.F.
- I. Replant damaged grass areas showing root growth failure, deterioration, bare or thin spots, and eroded areas.

3.7 RESTORATION

- A. Restore pavement, concrete, grassed areas, planted areas, and structures damaged during execution of work of this Section.

3.8 ACCEPTANCE

- A. Seeded areas will be accepted at end of maintenance period when seeded areas are properly established and otherwise acceptable.

3.9 FIELD QUALITY CONTROL

- A. Provide Field Quality Control under provisions of Section 01400.
- B. Correct Work not in conformance with this Section.

END OF SECTION

SECTION 03001

CONCRETE

PART 1 - GENERAL

1.1 REFERENCES

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ACI 318 - Standard Building Code Requirements for Reinforced Concrete, Latest Revision.
- C. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- D. ASTM A615 - Deformed and Plain Billet-Steel for Concrete Reinforcement.
- E. ASTM C33 - Concrete Aggregates.
- F. ASTM C94 - Ready-Mixed Concrete.
- G. ASTM C150 - Portland Cement.
- H. ASTM C260 - Air Entraining Admixtures for Concrete.
- I. ASTM C494 - Water Reducing Admixture.
- J. ASTM D2103 - Polyethylene Film and Sheeting.
- K. ASTM C309 - Liquid Membrane Forming Compounds for Curing Concrete.

1.2 SHOP DRAWINGS

- A. Submit shop drawings of reinforcing steel under provisions of Section 01300.
- B. Submit shop drawings in accordance with ACI Detailing Manual 315 and Manual of Standard Practice by the Concrete Reinforcing Steel Institute.
- C. Indicate reinforcement sizes, spacings, locations and quantities of reinforcing steel and wire fabric bending and cutting schedules, splicing, supporting and spacing devices.
- D. Indicate formwork dimensioning, materials, arrangement of joints and ties.

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 318.
- B. Maintain copy of ACI 301 on site.
- C. Confirm compatibility of curing and sealing materials with adhesives used in finish flooring application as specified in Division 9 - Finishes.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for site.

1.5 TESTS

- A. Testing and analysis of concrete shall be performed under provisions of Section 01400 by an ACI-certified Concrete Field-Testing Technician, Grade I.
- B. Submit proposed mix design per Chapter 5 of ACI 318-89 for each class of concrete to WSD for review prior to commencement of work. Report should be not more than six months old.
- C. Tests of cement and aggregates will be performed to ensure conformance with requirements stated herein.
- D. Three concrete test cylinders will be taken for every 50 or less cu. yds. of each class of concrete placed each day.
- E. One additional test cylinder will be taken during cold weather and be cured on site under same conditions as concrete it represents.
- F. One slump test and one air entrainment will be taken for each set of test cylinders taken.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

- A. Conform to ACI 301.

2.2 REINFORCING STEEL

- A. Reinforcing Steel: ASTM A615, 60 ksi yield grade, billet steel deformed bars; uncoated finish.
 - 1. Reinforcing Bars, 3/8 inch Diameter: 40 ksi yield grade.
- B. Welded Steel Wire Fabric: Plain type, ANSI/ASTM A185; uncoated finish.

2.3 CONCRETE MATERIALS

- A. Cement: ASTM C150 normal - Type 1 Portland.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and not detrimental to concrete.

2.4 ADMIXTURES

- A. Air Entraining Admixture: ASTM C260, with the following limits: 3% for maximum 2" aggregate, 5% for maximum 3/4" aggregate, and 6% for maximum 1/2" aggregate.

- B. Water Reducing Admixture: ANSI/ASTM C494, Type A.

2.5 ACCESSORIES

- A. Epoxy Bonding Agent:
 - 1. "Brutem"; Master Builders.
 - 2. Substitutions: Under provisions of Section 01600.
- B. Bonding Agent: High solids content, water dispersion of acrylic bonding polymers specifically compounded for use as a bonding agent between new to old or new to new concrete.
- C. Vapor Barrier: ASTM D2103, 6 mil thick clear polyethylene film.
- D. Non-Shrink Grout: Corps of Engineers CRD-C 621, premixed compound with non-metallic aggregate, cement, water reducing and plasticizing agents; capable of minimum compressive strength of 5000 psi.
- E. Dovetail Anchor Slots: Minimum 18 gage thick galvanized steel; foam non-filled; release tapes; sealed slots; bent tab anchors.
- F. Waterstops: Polyvinylchloride; Corps of Engineers C-572-74; size to suit joints; heat sealed joints; profiles as indicated on Drawings.
- G. Construction Joints: Tongue and Groove metal joint material.
- H. Joint Filler: ASTM D994, bituminous impregnated fiberboard.
- I. Form Release Agent: Colorless material which will not stain concrete, absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete.

2.6 CURING MATERIALS

- A. Membrane Curing and Sealing Compound: ASTM C309, Type I, Class B; clear, non-yellowing, acrylic polymer compound suspended in solvents, to cure and seal concrete.
- B. Water: Clean and drinkable.
- C. Absorptive Mat: Burlap fabric, clean roll goods.

2.7 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Structural Concrete:
 - 1. Compressive Strength (28 days): 4000 psi. Slump: 4 inch.
- C. Foundation and Slab on Fill Concrete:

1. Compressive Strength (28 days): 3000 psi. Slump: 4 inch.
- D. Manhole Bases:
1. Minimum Cement Content: 6.0 bags (564 lbs) per cubic yard.
 2. Minimum 28-Day Compressive Strength: 3500 psi - average of any three cylinders.
 3. Anticipated 28-Day Compressive Strength: 3700 psi, plus.
 4. Slump: 2-1/2" to 5".
- E. Concrete used for Encasement for Sewer Lines, Man-hole Drop Connections, and Inverts:
1. Minimum Cement Content: 5.0 bags (470 lbs) per cubic yard.
 2. Minimum 28-Day Compressive Strength: 2500 psi - average of any three cylinders.
 3. Slump: 5" to 8".
- F. Add air entraining agent ASTM C260 to mix for concrete exposed to freeze-thaw cycling.
- G. Use water reducing admixtures.
- H. Calcium Chloride: Admixtures shall not exceed 0.1% chloride ions.

PART 3 - EXECUTION

3.1 FORMWORK ERECTION

- A. Verify lines, levels and measurement before proceeding with formwork.
- B. Hand trim sides and bottom of earth forms; remove loose dirt.
- C. Align form joints.
- D. Do not apply form release agent where concrete surfaces receive special finishes or applied coatings which may be affected by agent.
- E. Coordinate work of other Sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors and other inserts.

3.2 REINFORCEMENT

- A. Place, support and secure reinforcement against displacement.
- B. Locate reinforcing splices where indicated and required. At splices, lap reinforcing steel 30 bar diameters with 2'-0" minimum and wire together.

3.3 PLACING CONCRETE

- A. Notify Architect/Engineer minimum 24 hours prior to commencement of concreting operations.
 - 1. Place concrete in accordance with ACI 301.
 - 2. Hot Weather Placement: ACI 301.
 - 3. Cold Weather Placement: ACI 301.
- B. Install vapor barrier under interior floor slabs on fill. Lap joints minimum 6 inches and seal. Do not disturb vapor barrier while placing reinforcement.

3.4 MISCELLANEOUS CONCRETE ITEMS

- A. Filling-In: Fill in holes and openings left in concrete, including passage of work by other trades.

3.5 TOLERANCES

- A. Provide random traffic floor slab with overall flatness and levelness value of F25/17 and minimum local value of F13/10 according to ASTM E1155. Pitch to drains 1/4 inch per foot nominal.

3.6 EXISTING WORK

- A. Where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack with non-shrinking grout.
- B. Prepare previously placed concrete by cleaning with steel brush and apply bonding agent in accordance with manufacturer's instructions.

3.7 SCHEDULE OF FORMED SURFACES

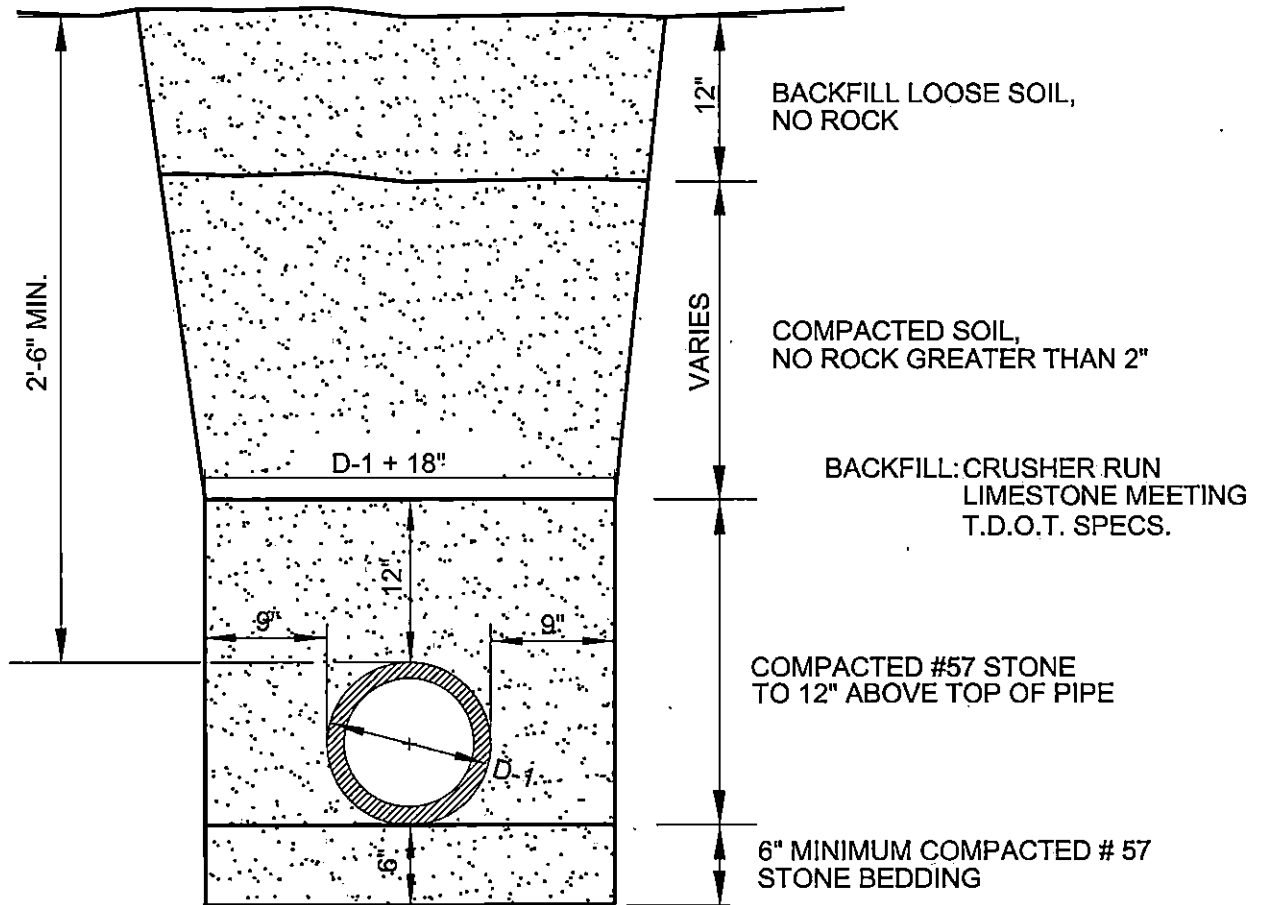
- A. Rough form finish at concrete surfaces not exposed to view.
- B. Smooth form finish at concrete surfaces exposed to view and at surfaces that are to be covered with a coating material applied directly to concrete, such as waterproofing, dampproofing, painting or similar system.
- C. Broom finishes on sidewalks and driveways.

END OF SECTION

APPENDIX

A. City of Brentwood Standard Details

NOTE: BACKFILL TO SUBGRADE
WITH STONE AS PER
TDOT SPECIFICATIONS
UNDER PAVED SURFACE



D-1 = OUTSIDE DIAMETER OF BELL

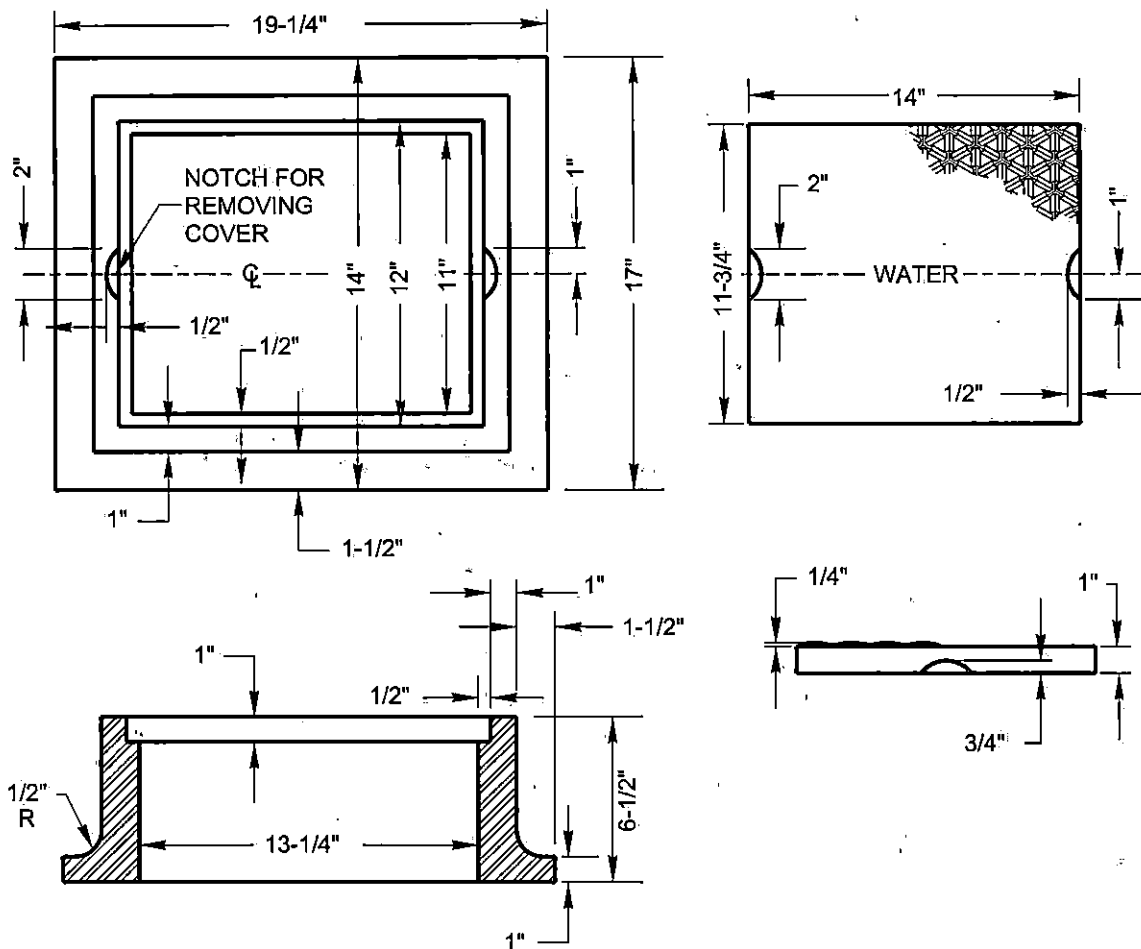


CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL

TYPICAL TRENCH
SECTION - ALL PIPE

MARCH, 2016

DRAWING NO. W-01



NOTES:

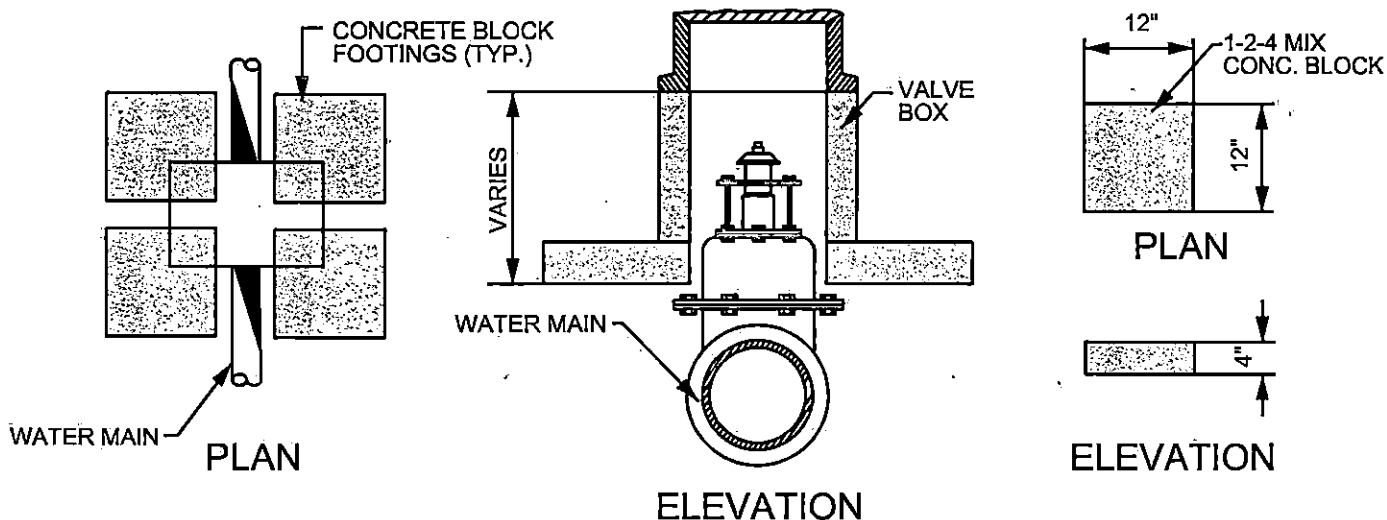
1. NO OPEN SAND CASTINGS, CASTINGS ARE TO BE MADE OF CAST IRON IN ACCORDANCE WITH CURRENT SPECIFICATIONS. COVER MUST FIT EVENLY ON RABBIT OF FRAME IN ORDER TO EQUALLY DISTRIBUTE WEIGHT OF COVER OVER FRAME MINIMUM WEIGHT OF FRAME 150 LBS. MINIMUM WEIGHT OF COVER 45 LBS.



CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL

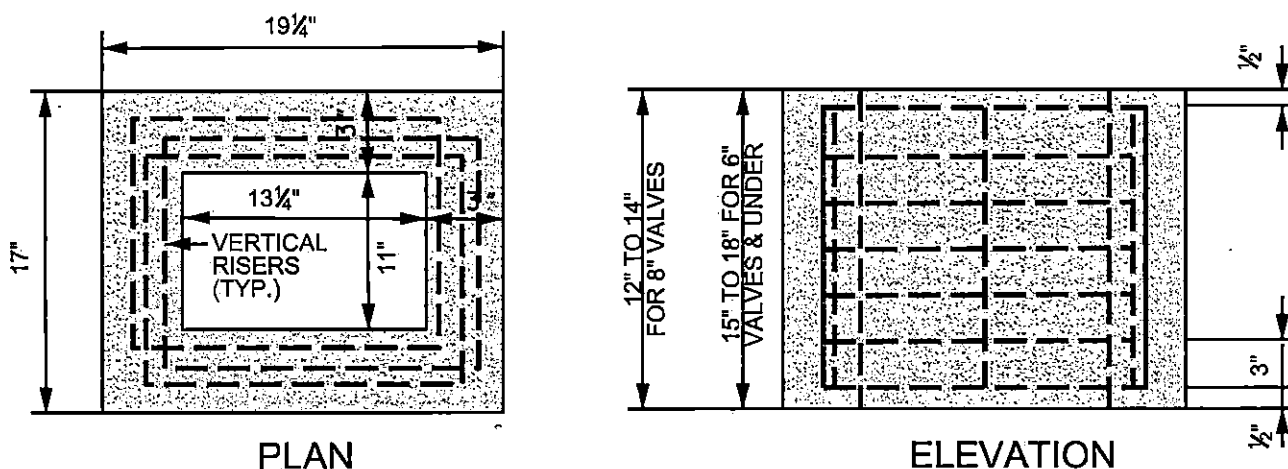
VALVE BOX
FRAME AND COVER
2" VALVE & LARGER
MARCH, 2016

DRAWING NO. W-02



NOTES:

- 1) FOUR (4) CONCRETE BLOCKS OR THE SIZE AND SHAPE SHOWN ARE TO BE PLACED UNDER EACH VALVE BOX, ONE UNDER EACH CORNER.
- 2) NO REINFORCING STEEL IN FOOTING. CONCRETE MIX 1 PART CEMENT, 2 PARTS SAND AND 4 PARTS No. 2 CRUSHED STONE OR GRAVEL. VOLUME FOR ONE BLOCK = 0.333 CU. FT. WEIGHT OF ONE BLOCK = APPROX. 50 LBS. FOR ALL FOUR BLOCKS. WEIGHT = 200 LBS. BEARING AREA ON SOIL = 576 SQ. IN.



- 1) REINFORCING TO BE 1/4" STEEL REINFORCING RODS PLACED HORIZONTALLY IN SQUARES 16-1/4" x 14" AND TO STAGGERED APPROX. AS SHOWN ON THE PLAN VIEW, ONE FOR EVERY 3" OF HEIGHT IN BOX. VERTICAL RISERS ARE TO BE 1" SHORTER THAN THE HEIGHT OF THE BOX AND SHALL BE PLACED IN EACH CORNER OF THE BOX USING 8" RISERS TO THE BOX. TOTAL LENGTH OF REINFORCING ROD FOR EACH BOX IS APPROX. 47 FEET.
- 2) CONCRETE MIXTURE TO BE 1 PART CEMENT, 2 PARTS SAND AND 4 PARTS No. 2 CRUSHED STONE OR GRAVEL. TOTAL VOLUME OF MIXTURE FOR EACH BOX IS APPROX. 2 CUBIC FEET.

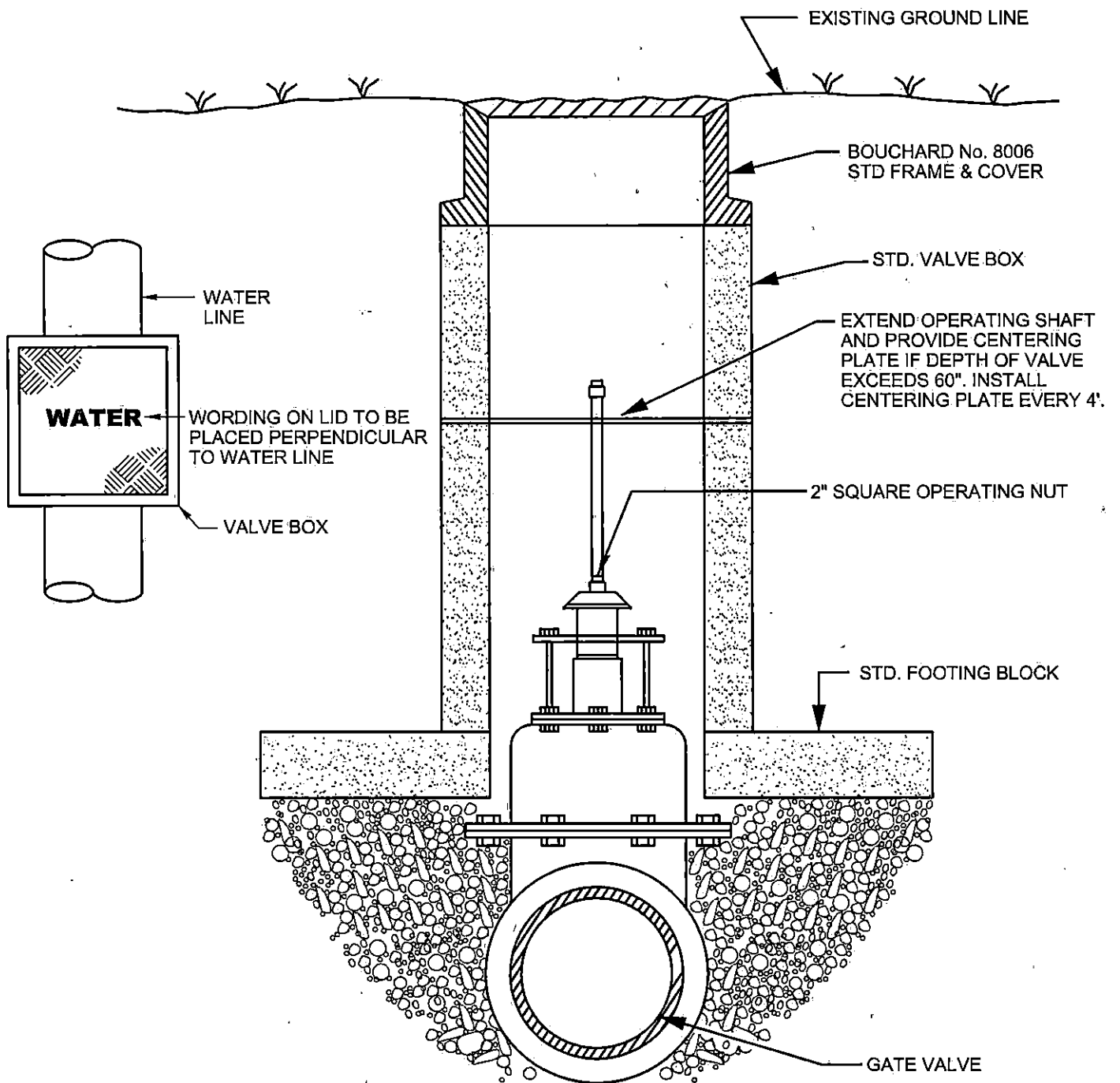


**CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL**

**STANDARD CONCRETE
VALVE BOX**

2" VALVE & LARGER
MARCH, 2016

DRAWING NO. W-03



**CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL**

**TYPICAL VALVE BOX
SETTING**

**2" VALVE & LARGER
MARCH, 2016**

DRAWING NO. W-04

EXISTING GROUND LINE

EXTEND OPERATING STEM AND
PROVIDE CENTERING PLATE IF
VALVE IS INSTALLED WITH MORE
THAN 60" DEPTH. INSTALL
CENTERING PLATE EVERY 4'.

BUTTERFLY VALVE

STD. FRAME AND COVER

VALVE BOX

STD. FOOTING BLOCK

CRUSHED STONE
BACKFILL

NOTE: THIS DETAIL SHALL APPLY TO 16"
AND LARGER BUTTERFLY VALVES
OR AS SPECIFIED BY THE WSD.



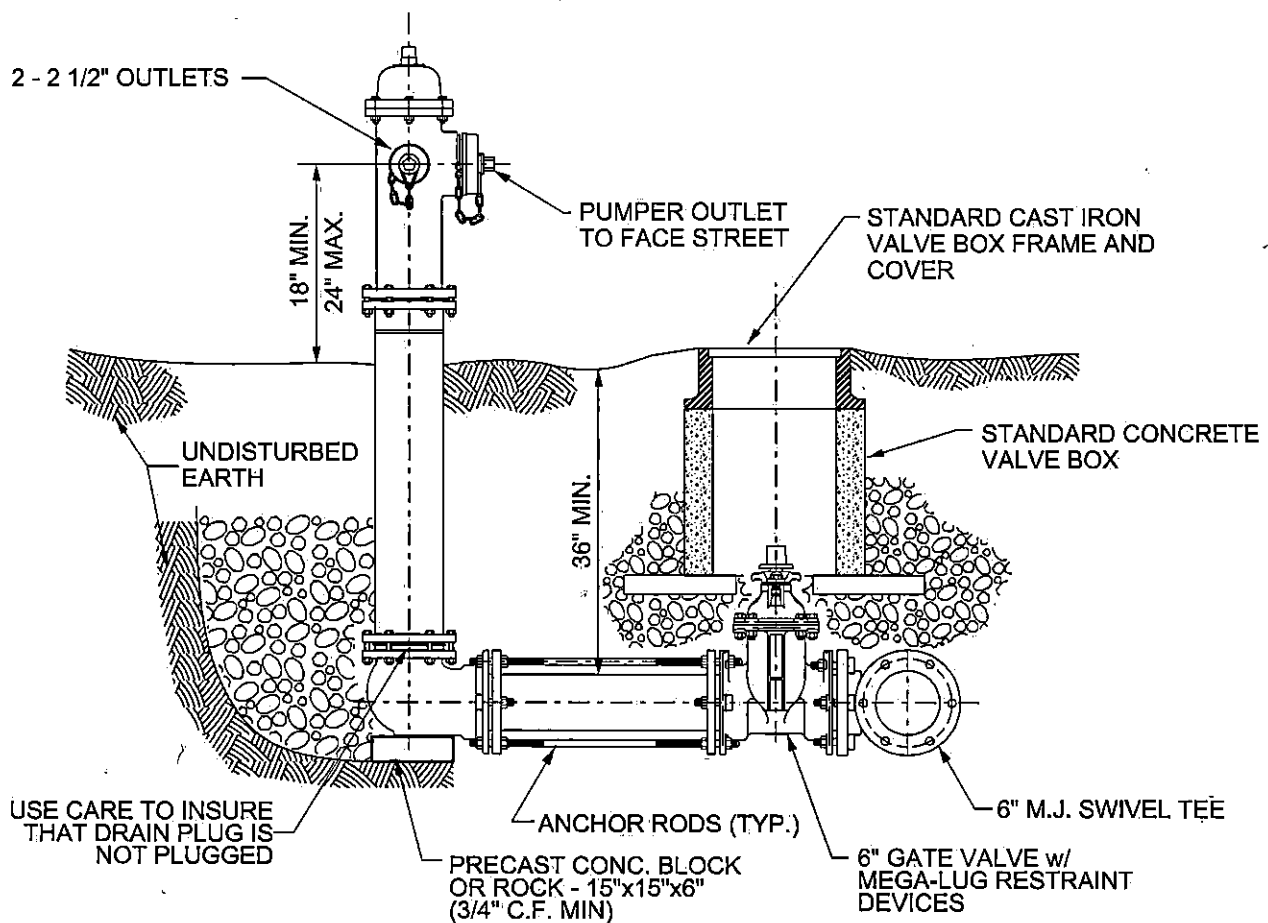
CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL

TYPICAL BUTTERFLY
VALVE - VALVE
BOX SETTING
MARCH, 2016

DRAWING NO. W-05

NOTES:

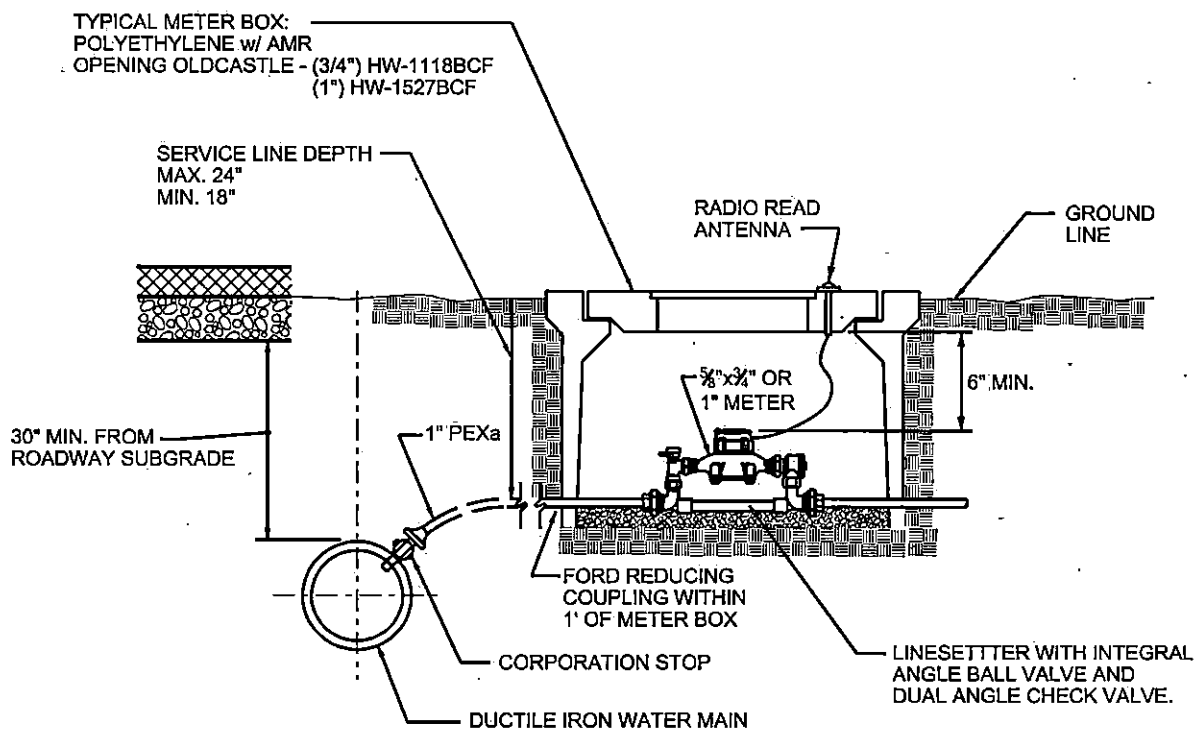
1. HYDRANT SHALL BE SET ON CONCRETE VALVE BOX FOOTING BLOCK. OR POURED CONCRETE (CLASS A)
2. CARE SHALL BE USED TO SET HYDRANT PLUMB. THE FIRE HYDRANT SHALL BE LOCATED NOT LESS THAN 12" OR MORE THAN 18" FROM FACE OF CURB TO FRONT OF HYDRANT.
3. A MINIMUM OF 2 CU. FT. OF CRUSHED STONE SHALL BE PLACED AROUND HYDRANT BASE TO ALLOW FOR DRAINAGE.
4. HYDRANTS TO BE PAINTED PER WSD DIRECTION FOR CITY COLOR CODING OF FIRE HYDRANTS.
5. HYDRANT TEE AND HYDRANT SHOE TO INCLUDE MEGA-LUG RESTRAINT DEVICES.
6. FIRE HYDRANT SHALL NOT SIT CLOSER THAN 5' FROM EDGE OF ANY POWER AND/OR LIGHT POLE.
7. HYDRANT BURY SHALL BE AT LEAST 48" + O.D. IF WATER LINE LOCATED IN ROADWAY AND 36" + O.D. IF LOCATED OUTSIDE ROADWAY.
8. HYDRANT SHALL BE RODDED TO VALVE.
9. HYDRANT SHALL BE MUELLER SUPER CENTURION 250, A-423. THERE IS NO SUBSTITUTE.



**CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL**

**TYPICAL
FIRE HYDRANT**
MARCH, 2016

DRAWING NO. W-06



NOTES:

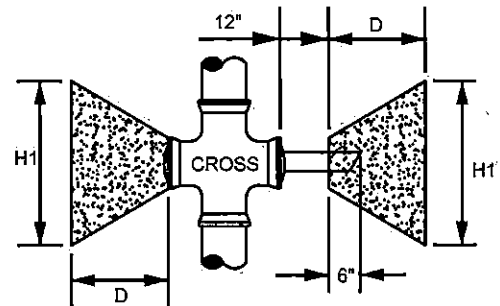
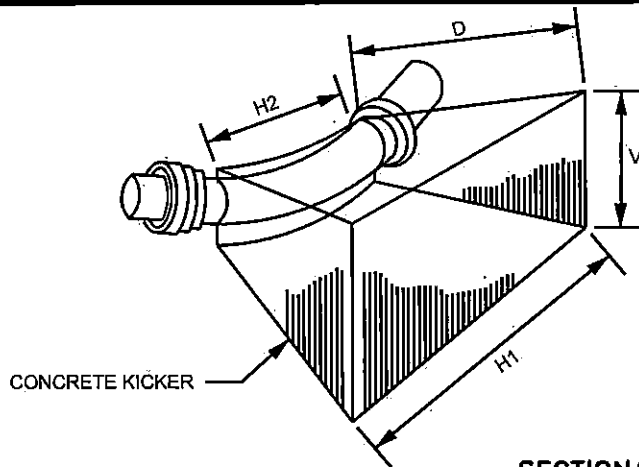
1. FOR TAPS IN PVC PIPE USE TAPPING SADDLE.
NO SADDLE REQUIRED FOR DUCTILE IRON PIPE.
2. PLACE 3" DEEP OF CLEAN 1/2" TO 3/4"
CRUSHED STONE IN BOTTOM OF METER BOX.
3. PEXa SERVICE TUBING SHALL BE INSTALLED WITH 14 GA.
SOLID STRAND COPPER WIRE. TRACER WIRE SHALL BE
CONNECTED TO THE CORP STOP AND TERMINATED IN
THE METER BOX TO ALLOW FOR CONNECTION TO
DETECTION EQUIPMENT.



CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL

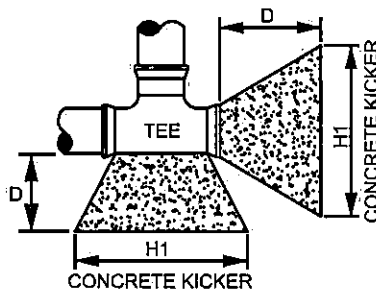
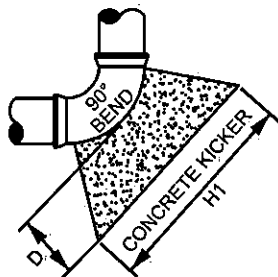
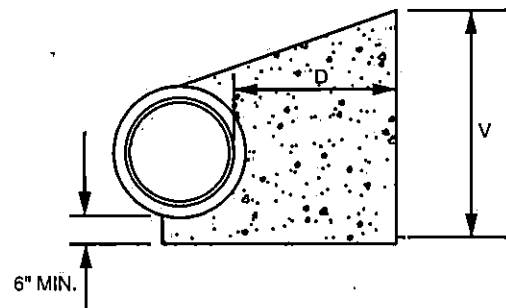
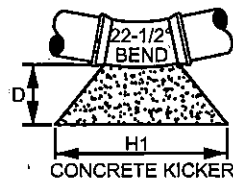
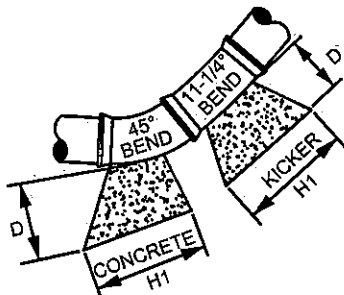
3/4" OR 1"
SERVICE ASSEMBLY
MARCH, 2016

DRAWING NO. W-09



PLUG PIECE OF 6" PIPE TO BE USED ONLY WHEN SPECIFIED ON LAYOUT SHEET

SECTIONAL VIEW TEES, CROSSES, & BENDS



TAPPING SLEEVES TEES, CROSSES, & PLUGS						90° BENDS					45° BENDS					22 1/2° BENDS					11 1/4° BENDS					PIPE SIZE
H1	H2	V	D	C.F.		H1	H2	V	D	C.F.	H1	H2	V	D	C.F.	H1	H2	V	D	C.F.	H1	H2	V	D	C.F.	
24"	12"	12"	18"	2.25		24"	12"	12"	18"	2.25	18"	8"	12"	18"	1.60	18"	8"	12"	18"	1.60	18"	8"	12"	18"	1.60	3" & 4"
24"	16"	18"	18"	3.50		30"	18"	18"	18"	4.05	24"	10"	16"	18"	3.20	24"	10"	16"	18"	3.20	24"	10"	16"	18"	3.20	6"
36"	18"	18"	18"	5.05		39"	18"	24"	18"	7.30	30"	12"	18"	18"	3.95	24"	12"	18"	18"	3.95	24"	12"	16"	18"	3.40	8"
48"	24"	18"	24"	7.15		54"	32"	24"	18"	10.25	36"	18"	21"	18"	4.60	24"	18"	21"	18"	4.60	24"	16"	21"	18"	4.60	10"
54"	30"	24"	24"	13.40		54"	32"	36"	24"	18.15	42"	18"	24"	24"	8.60	24"	18"	24"	24"	6.60	24"	18"	21"	24"	8.10	12"
66"	34"	36"	24"	22.50		69"	48"	48"	24"	29.00	48"	30"	36"	24"	17.00	36"	30"	27"	24"	11.80	27"	24"	27"	24"	9.10	16"

NOTES:

1. RESTRAINED JOINT PIPE AND FITTINGS IS THE STANDARD REQUIREMENT OF WSD.
2. THIS DETAIL IS ONLY APPLICABLE WHEN RESTRAINED JOINT PIPE AND FITTINGS CANNOT BE UTILIZED AND WHEN APPROVED BY WSD.
3. THRUST BLOCKS ARE REQUIRED AT ALL TAPPING TEES.
4. THRUST BLOCKS MAY BE REQUIRED IN OTHER LOCATIONS WHERE DIRECTED BY THE WATER AND SEWER DEPARTMENT.
5. CONCRETE FOR THRUST BLOCKS SHALL HAVE 4000 PSI COMPRESSIVE STRENGTH.
6. THRUST BLOCKS SHALL NOT BE POURED IN WET OR FROZEN GROUND.
7. THRUST BLOCKS SHALL BEAR AGAINST UNDISTURBED MATERIAL.
8. PLASTIC SHEETING SHALL BE PROVIDED AT FITTINGS SO AS TO PREVENT COVERING ANCHOR BOLTS WITH CONCRETE.

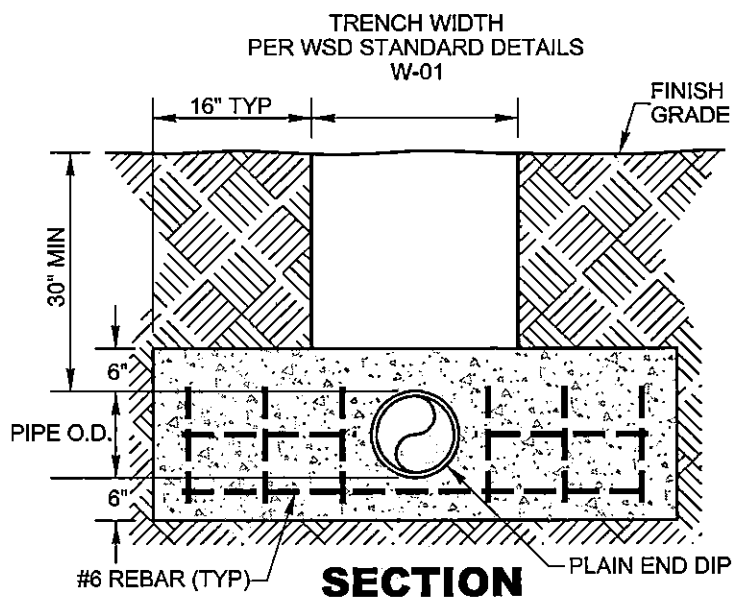
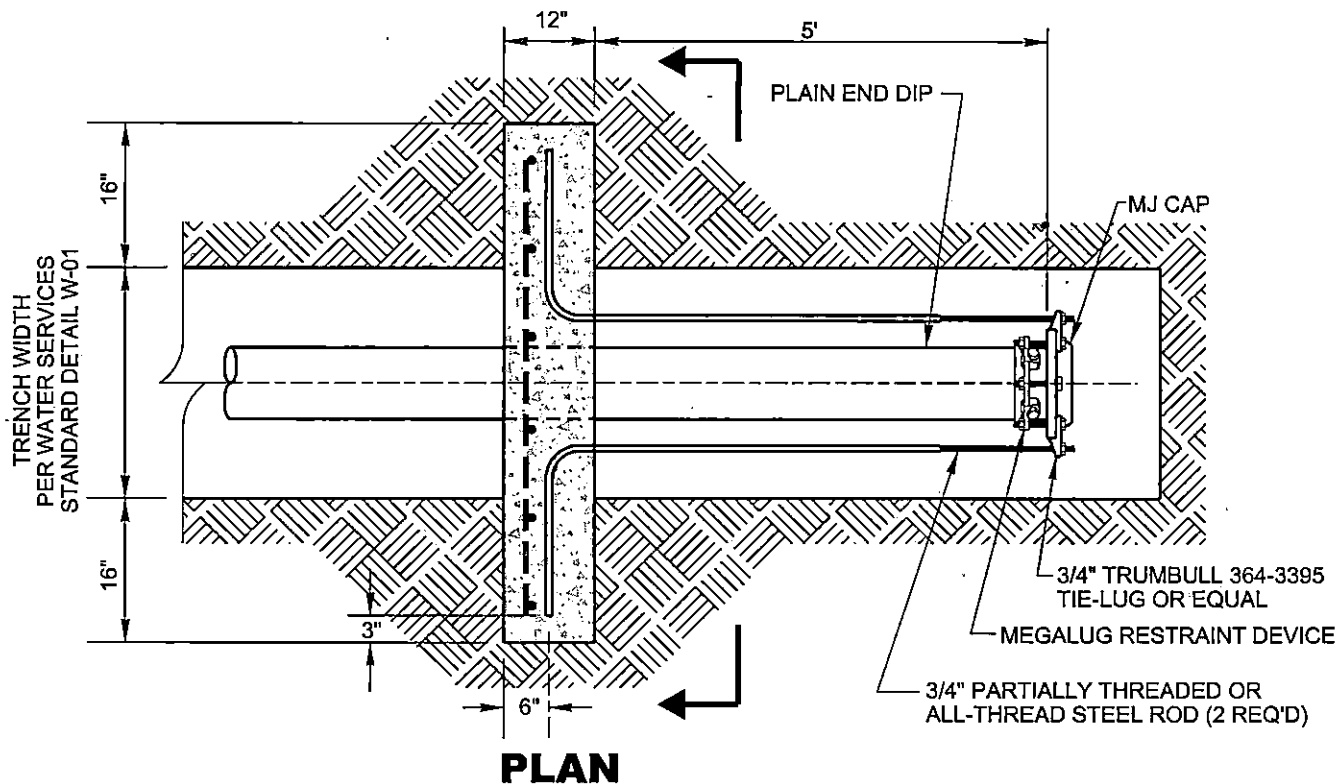


**CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL**

**TYPICAL CONCRETE
THRUST BLOCK**

MARCH, 2016

DRAWING NO. W-20



NOTES:

1. ANCHOR BLOCK CONCRETE SHALL BE 4000 PSI
2. ALL STEEL RODS, BOLTS, TIES, ETC. IN CONTACT WITH SOIL SHALL BE COATED WITH TNEMEC HB TNEMECOL OR EQUAL OR BE STAINLESS STEEL.
3. CONCRETE SHALL BE POURED AGAINST UNDISTURBED EARTH
4. DIMENSIONS ARE BASED ON 2000 P.S.F. SOIL BEARING CAPACITY PRESSURE AND 6000 LB. REINFORCING BAR TENSILE STRENGTH

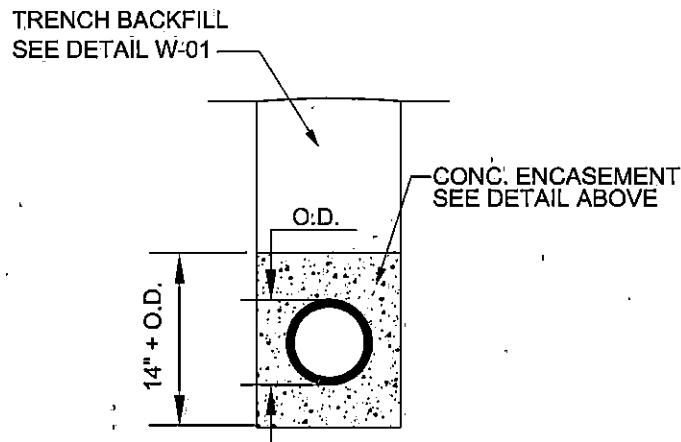
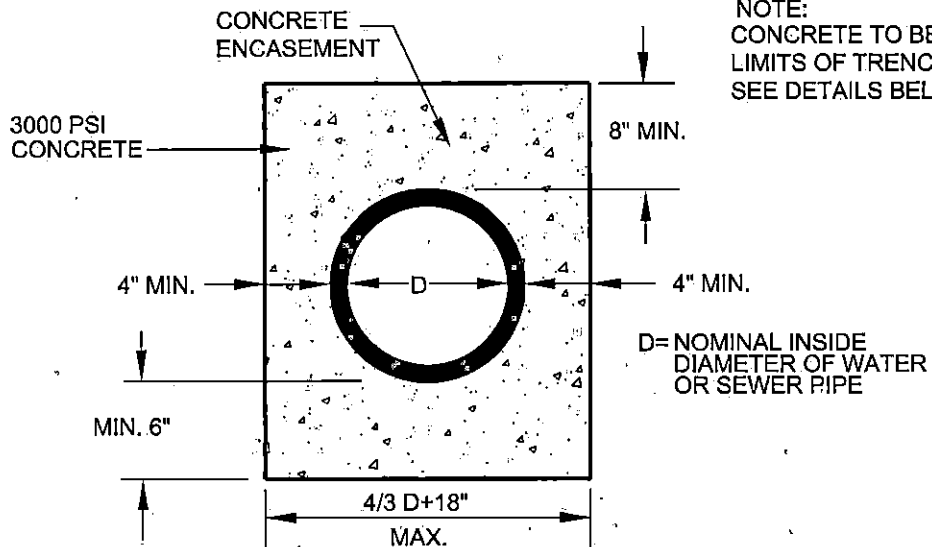


**CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL**

**TYPICAL REVERSE
THRUST BLOCK**

MARCH, 2016

DRAWING NO. W-21



STANDARD CONCRETE ENCASEMENT

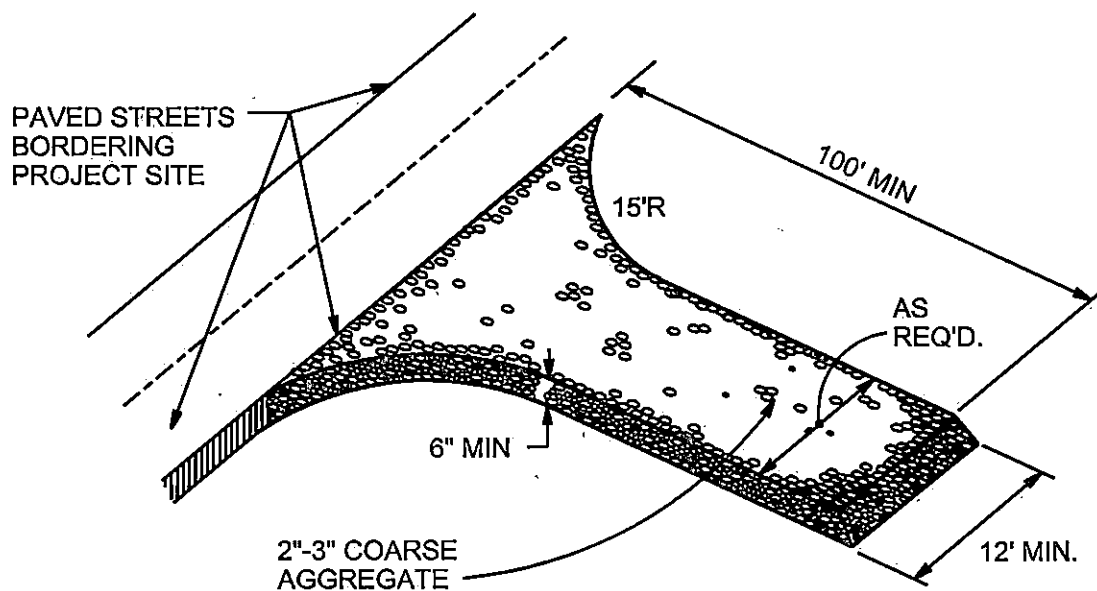


**CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL**

**CONCRETE PROTECTION
FOR UTILITY LINES**

MARCH, 2016

DRAWING NO. M-04



NOTES:

1. GRAVEL PAD IS REQUIRED TO PROVIDE BUFFER AREA WHERE VEHICLES CAN DROP THEIR MUD AND SEDIMENT TO AVOID TRANSPORTING IT ONTO, PAVED STREETS, TO CONTROL EROSION FROM SURFACE RUNOFF, AND TO HELP CONTROL DUST.
2. SHOULD TDEC EROSION AND SEDIMENT CONTROL REQUIREMENTS DIFFER FROM THIS DETAIL, THE STRICTER REQUIREMENTS SHALL GOVERN.

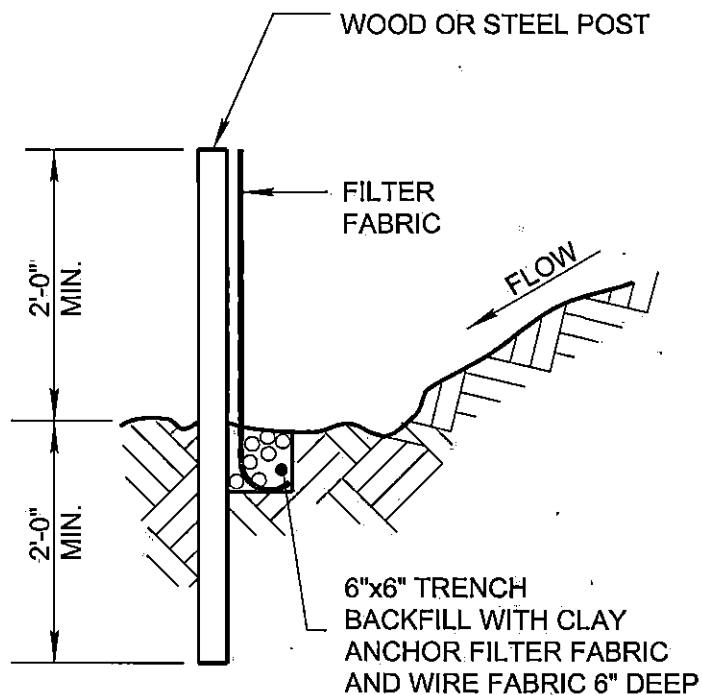


CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL

TEMPORARY
CONSTRUCTION ENTRANCE

MARCH, 2016

DRAWING NO. M-08



NOTES:

1. FILTER FABRIC FENCE TO BE PLACED PRIOR TO START OF ROUGH GRADING.
2. STEEL POSTS SHALL BE APPROVED BY OWNER PRIOR TO USE.
3. WOOD POSTS SHALL BE 2"x 2" MIN., OAK OR SIMILAR HARDWOOD.
4. POSTS SHALL BE SPACED AT 6' INTERVALS.
5. FILTER FABRIC SHALL BE SECURELY BOUND TO POSTS WITH EITHER STAPLES OR WIRE TIES.
6. FILTER FABRIC SHALL BE POLYPROPYLENE FABRIC WITH EQUIVALENT OPENING SIZE (EOS) OF NO.100 SIEVE MIN., NO.40 SIEVE MAX., AS DETERMINED BY CORPS OF ENGINEERS GUIDE SPEC. CW 02215.
7. SHOULD TDEC EROSION AND SEDIMENT CONTROL REQUIREMENTS DIFFER FROM THIS DETAIL, THE STRICTER REQUIREMENTS SHALL GOVERN.

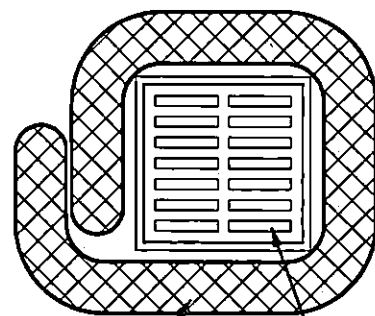


CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL

TEMPORARY
SILT FENCE

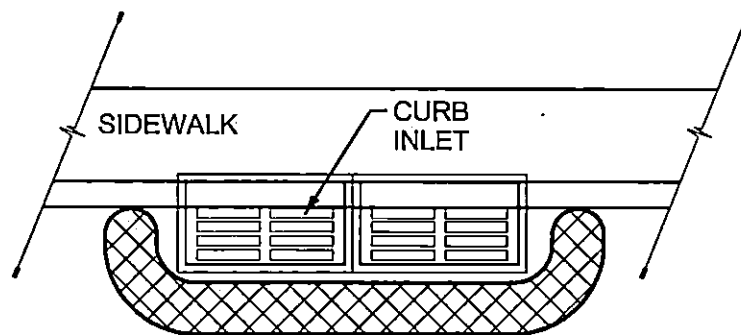
MARCH, 2016

DRAWING NO. M-09



STRAW
WATTLE

STORMWATER
INLET



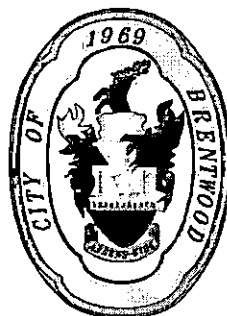
SIDEWALK

CURB
INLET

STRAW
WATTLE

NOTES:

1. STRAW WATTLES SHALL BE MANUFACTURED FROM RICE STRAW AND BE WRAPPED IN A TUBULAR PLASTIC NETTING. THE NETTING SHALL HAVE A STRAND THICKNESS OF 0.03 INCH, AND A KNOT THICKNESS OF 0.055 AND A WEIGHT OF 0.35 OUNCE PER FOOT AND SHALL BE MADE FROM 85% HIGH DENSITY POLYETHYLENE, 14% ETHYL VINYL ACETATE AND 1% COLOR FOR UV INHIBITION. STRAW WATTLES SHALL BE NINE INCHES IN DIAMETER, TWENTY-FIVE FEET LONG AND WEIGH APPROXIMATELY 35 POUNDS.
2. SHOULD TDEC EROSION AND SEDIMENT CONTROL REQUIREMENTS DIFFER FROM THIS DETAIL, THE STRICTER REQUIREMENTS SHALL GOVERN.



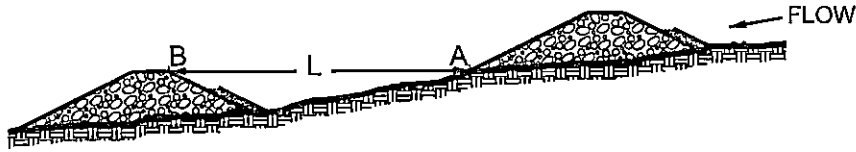
CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL

STRAW WATTLES

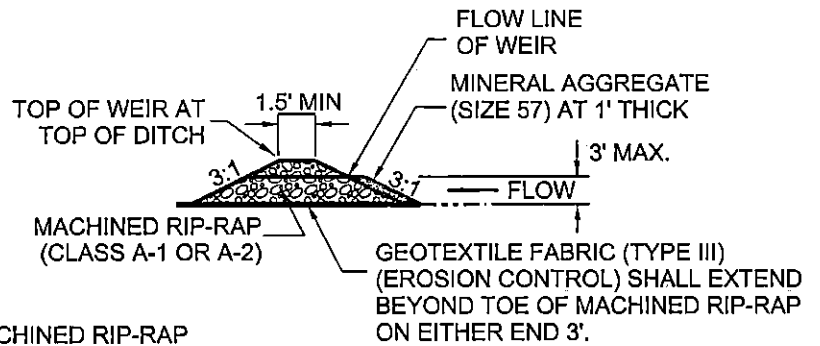
MARCH, 2016

DRAWING NO. M-10

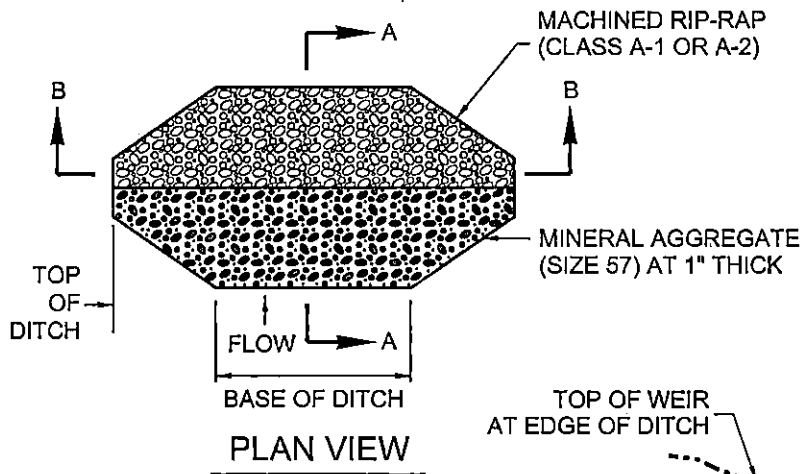
L = The distance necessary to make points A and B equal elevation.



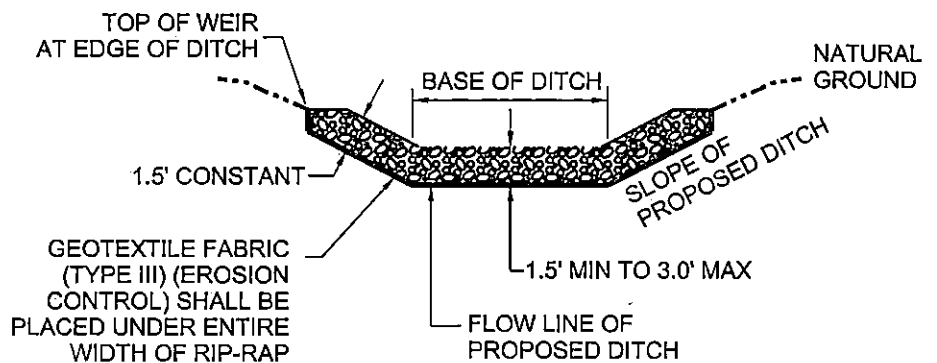
SPACING



SECTION A - A



PLAN VIEW



SECTION B - B

NOTE:

1. SHOULD TDEC EROSION AND SEDIMENT CONTROL REQUIREMENTS DIFFER FROM THIS DETAIL, THE STRICTER REQUIREMENTS SHALL GOVERN.



**CITY OF BRENTWOOD
WATER SERVICES
STANDARD DETAIL**

ROCK CHECK DAMS

MARCH, 2016

DRAWING NO. M-11

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Resolution 2017-34 - Agreement with TriTech Software Systems for Purchase of Records Management Software

Submitted by: Tommy Walsh, Police

Department: Police

Information

Subject

Resolution 2017-34 - Agreement with TriTech Software Systems for the Purchase of Records Management Software.

Background

In 2014, the Police Department began the implementation of new records management and court software systems. At that time, BPD was forced to select a new RMS vendor after the former vendor was sold and the new company refused to update the software to make it compliant with the Tennessee Incident Based Reporting System (TIBRS) without substantial cost to the City. Funding was included in the Capital Projects Fund and after an RFP was prepared, several companies provided sealed proposals for replacement RMS and court software. There were only two vendors who met minimum specifications for the project. Those companies were TriTech Software Systems (\$592,694.17) and Tyler Technologies (\$297,180.00). Although BPD staff preferred TriTech's software, Tyler Technologies' bid was substantially lower and its bid was accepted. Tyler's software has been installed and in use since that time. Given the interaction between the 911 computer aided dispatch (CAD) system and the police RMS system, BPD staff did inquire at the time about the potential for a new CAD system and vendor, but at that time the long term plan for CAD was still to upgrade with the then current vendor.

In 2016, after repeated failed attempts to obtain an upgrade to the CAD software and other issues related to the Interact CAD, including its sale to another vendor, it was determined that there was a need to replace the CAD, mobile and mapping software. TriTech was selected as the vendor and the software was installed and went live in March of 2017. Obviously, had it been known in 2014 that the CAD would be upgraded to a TriTech product in 2017, a different course of action regarding the police RMS system would have been considered 2014.

During the process to purchase and install the new CAD software, PD staff began to explore the possibility of adding TriTech RMS along with the new CAD, mobile and mapping software. Considering that TriTech had previously bid on the RMS in 2014 and after discovering a number of issues with the Tyler Technologies RMS software currently

in use, it was determined that the potential for an entire suite of software from one respected vendor would likely result in a substantial improvement to the efficiency and effectiveness of staff. Additionally, given that a number of other agencies in the area are currently using TriTech RMS, including the City of Franklin, BPD would have the opportunity to share data with those departments.

While the current RMS system is functional, BPD staff has identified multiple deficiencies with the current Tyler Technologies RMS. One of the most important issues is the inability to easily expunge criminal charges from the RMS database. Tyler staff has assisted in identifying a process to expunge charges, but it is time consuming and does not provide the ability for a partial expungement of multiple charges. Additionally, it is difficult to enter and extract data from RMS. The software is not customizable and many of the reports it generates are not helpful to provide the data needed by staff. Tyler does not offer a true field based reporting module, which in many cases results in officers in the field returning to BPD headquarters to complete reports, taking additional time and keeping those officers off of the street. During the implementation of the TriTech CAD software it was also discovered that there is currently no agency in the US with TriTech CAD and Tyler RMS. There is some concern that the two products may not interface well, which will result in additional problems accessing CAD data from the field.

Multiple PD staff members recently attended the TriTech user conference to learn more about the CAD software and vet the proposed RMS product. After vetting the RMS product offered by TriTech, staff is convinced that most of the issues identified with the Tyler software will be corrected. The TriTech product can easily expunge data, is much more user friendly and offers a field based reporting module which will allow for the completion of reports in the field and eliminate the need for officers to complete reports at headquarters. Having both CAD and RMS software from the same vendor will result in the immediate transfer of data from CAD to RMS, which will save additional time for officers in the field. The proposed purchase additionally includes the development of a crash module which will capture traffic crash data before it is submitted to the Tennessee Integrated Traffic Analysis Network (TITAN). This will allow BPD staff the ability to search crash data for the first time.

BPD staff acknowledges that the Tyler RMS purchase was a relatively short time ago and recognizes the responsibility we have to be good stewards of taxpayer funds allocated to our department. This proposed purchase was brought about due to the more recent TriTech CAD purchase. It provides the opportunity to offer a suite of software products from the same vendor, while addressing the deficiencies identified with the Tyler software and making staff more efficient and effective.

Funds for this purchase are not available in the current General Fund or Capital Projects Fund budgets. Instead, BPD proposes to fund the entire project using available asset forfeiture funds that can only be used for one-time police related purchases or projects. The cost of the proposal from TriTech is \$295,675.44 through GSA contract pricing. Purchasing through the GSA contract is authorized under state law and complies with

competitive bidding requirements. Annual maintenance costs are expected to be \$22,684.72. There is a potential discount on the purchase using a credit from the original CAD purchase. If approved, this options will be explored by staff as the project progresses. The existing Tyler Court and Brazos e-citation software will not be affected by this purchase.

Staff recommends approval of the agreement with TriTech Software Systems for police records management software. We believe this purchase will result in a substantial improvement to the service delivery to the citizens of Brentwood. If you have questions or need additional information, please contact the Chief of Police.

Staff Recommendation

Staff recommends approval of purchase of new records management software from TriTech.

Fiscal Impact

Amount : \$295,675.44

Source of Funds: Asset Forfeiture Funds

Account Number: 126-42110-89560

Fiscal Impact:

This purchase will be funded using available BPD asset forfeiture funds. The current asset forfeiture account balance is \$488,421.00.

Attachments

Resolution 2017-34
Purchase Agreement
Signed Resolution

RESOLUTION 2017-34

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND TRITECH SOFTWARE SYSTEMS DATED AUGUST 22, 2016, TO PROVIDE FOR THE PURCHASE, INSTALLATION AND SUPPORT OF RECORDS MANAGEMENT SOFTWARE FOR THE BRENTWOOD POLICE DEPARTMENT, A COPY OF SAID AMENDMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an amendment to the agreement by and between the City of Brentwood and Tritech Software Systems dated August 22, 2016, to provide for the purchase, installation and support of records management software for the Brentwood Police Department, a copy of said amendment being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR

Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER

Deborah Hedgepath

CITY ATTORNEY

Roger A. Horner

AMENDMENT ONE TO SYSTEM PURCHASE AGREEMENT

This Amendment One (this “Amendment”) to the System Purchase Agreement entered into between TriTech Software Systems and the City of Brentwood, TN dated August 22, 2016 (the “Agreement”) is effective as of the last date of signature below. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall control.

NOW, THEREFORE, the Parties agree as follows:

1. The City of Brentwood (“Client”) desires to purchase, and TriTech desires to provide the additional TriTech Software licenses, services, and applicable equipment for implementation of Inform RMS and Inform FBR, and applicable Interfaces listed in Exhibit 1 Pricing and Payment Milestones.
2. TriTech will implement the TriTech Software and provide the Services as defined in the Statement of Work attached hereto as Exhibit 2.
3. The TriTech Software licenses to be implemented under this Amendment shall be granted in accordance with the Software License provisions of the Agreement.
4. Software support for the TriTech Software to be implemented under this Amendment shall be provided in accordance with the provisions of Addendum E TriTech Software Support Terms, of the Agreement.

EACH PARTY’S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF BRENTWOOD

Accepted By (Signature)

Printed Name

Title

Date

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Blake Clark

Printed Name

Chief Financial Officer

Title

Date

EXHIBIT 1

PRICING AND PAYMENT MILESTONES

Unless otherwise indicated as “**Open Market**”, pricing for TriTech’s Software and Services is based on TriTech’s GSA Schedule #GS-35FG-0006U.

TriTech Software License Fee(s)

SIN #	Product Code	Inform RMS Software License Fee(s)	Unit Price	Qty	Total Price
132-33 SW License	IN-SW-180005-001	Inform RMS v4.6+ Server Software (A - 1-10 Users)	\$13,725.00	1	\$13,725.00
132-33 SW License	IN-SW-180033-001	Inform RMS v4.6+ User	\$1,431.00	12	\$17,172.00
132-33 SW License	IN-SW-130007-001	Inform FBR v4.6+ User	\$823.50	15	\$12,352.50
132-33 SW License	IN-SW-180013-001	Inform RMS v4.6+ Accident	\$11,761.20	1	\$11,761.20
132-33 SW License	IN-SW-180032-001	Inform RMS v4.6+ Barcode Handheld Reader Software	\$1,552.50	1	\$1,552.50
132-33 SW License	IN-SW-180015-001	Inform RMS v4.6+ Evidence and Barcoding	\$11,763.00	1	\$11,763.00
132-33 SW License	IN-SW-190108-001	NCIC/State Software Position Inform RMS or Jail v4.6+	\$450.00	6	\$2,700.00

Inform RMS Software License Fee(s) Subtotal: **\$71,026.20**

Open Market – Current Client Inform Suite Discount: **(\$-17,500.00)**

TriTech Software License Fee(s) Total: **\$53,526.20**

TriTech Implementation Service Fee(s)

SIN #	Product Code	RMS Implementation Service Fee(s)	Unit Price	Qty	Total Price
132-50 Training	IN-SV-190092-001	Inform RMS v4.6+ Case Management End User Training (1 day)	\$1,260.00	1	\$1,260.00
132-51 IT Professional Services	IN-SV-180023-001	Inform RMS & Jail v4.6+ Server Installation and Configuration	\$3,780.00	1	\$3,780.00
132-51 IT Professional Services	IN-SV-180021-001	Inform RMS v4.6+ Position Installation (up to 5 workstations)	\$2,835.00	1	\$2,835.00
132-51 IT Professional Services	IN-SV-180024-001	Onsite Go Live Support Services for Inform RMS v4.6+ (1 person, 2 days, single shift)	\$5,670.00	1	\$5,670.00
132-51 IT Professional Services	IN-SV-100049-001	Remote Implementation Services for RMS v4.6+ Address Validation and PinMapping	\$1,620.00	1	\$1,620.00
132-51 IT Professional Services	IN-SV-180009-001	Inform RMS v4.6+ 3-Day Workshop and Consultation	\$5,670.00	1	\$5,670.00

Inform RMS Implementation Service Fee(s) Subtotal: **\$20,835.00**

TriTech Implementation Service Fee(s) Total: **\$20,835.00**

Custom Interface(s)

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
Open Market Product	CUSTOMPRODUCT	Brentwood Citation Publisher Interface - Brazos	\$14,000.00	1	\$14,000.00
Open Market Product	CUSTOMPRODUCT	Brentwood Court Interface - Tyler Technologies	\$21,000.00	1	\$21,000.00
Open Market Product	CUSTOMPRODUCT	Open Market - TITAN Interface	\$20,000.00	1	\$20,000.00

Custom Interface(s) Total: **\$55,000.00**

Project Related Fee(s)

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
132-51 IT Professional Services	IN-SV-190002-001	Inform Project Management Services	\$157.50	338	\$53,235.00
Open Market Product	IN-SV-190035-001	Travel Expenses – Billed as Incurred	\$25,025.00	1	\$25,025.00
132-50 Training	IN-SV-190010-001	Inform Report Writing Training (3 days)	\$3,780.00	1	\$3,780.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS 4 -Day Configuration and Administration Workshop (Onsite)	\$5,600.00	1	\$5,600.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS 4 -Day Template and Workflow Workshop (Onsite)	\$5,600.00	1	\$5,600.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS 4 -Day Validation and Readiness Workshop (Onsite)	\$5,600.00	1	\$5,600.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS Output Designer Workshop 3 Day	\$4,200.00	1	\$4,200.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS User Training - Field Officers (2 Days Onsite)	\$2,800.00	1	\$2,800.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS User Training - Investigations (2 Days Onsite)	\$2,800.00	1	\$2,800.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS User Training - Property and Evidence Training (2 Days Onsite)	\$2,800.00	1	\$2,800.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Two (2) Hour Remote Configuration and Consultation session	\$700.00	5	\$3,500.00
Open Market Product	CUSTOMPRODUCT	Open Market -- Full Data Conversion	\$49,000.00	1	\$49,000.00
Project Related Fee(s) Total:					\$163,940.00

Third Party Equipment

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Barcode Industrial Portable Data Terminal	\$1,215.00	1	\$1,215.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Barcode PolyPro Labels 4" x 2", 1110 labels per roll (4 rolls per case)	\$195.04	1	\$195.04
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Barcode Printer Resin Ribbon (12)	\$169.20	1	\$169.20
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Barcode TB Zebra, GK420T, Printers, 4" Print Width	\$795.00	1	\$795.00
Equipment Total:					\$2,374.24

Project Total: \$295,675.44

Annual Software Support Fee(s) (Year 1)

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
132-33 SW License	IN-SW-180032-001-M-8	Inform RMS v4.6+ Barcode Handheld Reader Software formerly RMS Bar Code Handheld Client License - Maintenance 8x5	\$279.45	1	\$279.45
132-33 SW License	IN-SW-180015-001-M-8	Inform RMS v4.6+ Evidence and Barcoding - Maintenance 8x5	\$2,117.34	1	\$2,117.34
132-33 SW License	IN-SW-180005-001-M-8	Inform RMS v4.6+ Server Software (A - 1-10 Users) - Maintenance 8x5	\$2,470.50	1	\$2,470.50
132-33 SW License	IN-SW-180033-001-M-8	Inform RMS v4.6+ User - Maintenance 8x5	\$257.58	12	\$3,090.96
Open Market Product	CUSTOMPRODUCT	Annual Maintenance - Brentwood Citation Publisher Interface	\$2,520.00	1	\$2,520.00
Open Market Product	CUSTOMPRODUCT	Annual Maintenance - Brentwood Court Interface	\$3,780.00	1	\$3,780.00
Open Market Product	CUSTOMPRODUCT	Annual Maintenance - Inform FBR User	\$148.23	15	\$2,223.45
Open Market Product	CUSTOMPRODUCT	Annual Maintenance - Inform RMS Accident	\$2,117.02	1	\$2,117.02
Open Market Product	CUSTOMPRODUCT	Annual Maintenance - NCIC/State Software Inform RMS Concurrent User	\$81.00	6	\$486.00
Open Market Product	CUSTOMPRODUCT	Annual Maintenance - TITAN Interface	\$3,600.00	1	\$3,600.00

Annual Software Support Fee(s) (Year 1) Total: \$22,684.72
Annual Software Support Fee(s) (Year 1) Total Discount: (\$22,684.72)

Amendment Price Summary

Inform RMS and FBR Software	\$53,526.20
Inform RMS and FBR Implementation Services	\$20,835.00
Custom Interfaces	\$55,000.00
Project Related Fees	\$163,940.00
Equipment	\$2,374.24
Project Total	\$295,675.44

Payment Milestones:

25%	Due at Contract Signature	\$67,069.05
25%	Due at Installation of Inform RMS Server Software	\$67,069.05
25%	Due at Completion of Pre-Go Live End User Training	\$67,069.05
25%	Due at Go Live	\$67,069.05
	Travel Estimate - Billed as Incurred	\$25,025.00
100%	Equipment due at time of TriTech order from Vendor	\$2,374.24
	Project Total	\$295,675.44

EXHIBIT 2

STATEMENT OF WORK (attached)

STATEMENT OF WORK

Brentwood Police Department

Inform RMS

Version 1



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Document Control

Template creation date: 2.10.17

Date	Version	Details/Changes	Author
Feb 10, 2017	1	Initial draft	TriTech
Mar 31, 2017	DRAFT	DRAFT	D. Doepke

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1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that TriTech will be providing in accordance with the terms and conditions of the System Purchase Agreement (the “Agreement”) between TriTech Software Systems (TriTech) and the Brentwood Police Department (“Client”).

The pricing and services for this project include the TriTech rapid implementation methodology requiring the project duration not exceed a period of twelve (12) months to Go Live. If the project exceeds the expected duration due to client delays, additional services must be purchased. Included in this methodology is the Functional Testing (provided this optional service is purchased) and overall system readiness assessment of all Subsystems and Interfaces prior to Go Live, which requires that all deliverables be complete prior to Go Live.

This project description includes the services and deliverables specified by the Purchase Agreement, including if applicable, TriTech Software and services, Third Party products and services for the implementation of the System and Subsystems specified in the Purchase Agreement (collectively the “Project”).

In some cases, the framework of Deliverables documented by this SOW for this Project are further defined through additional documents such as Operational Scenario Documents (OSD); Interface Functional Configuration Documents (IFCD); User and Administrator Documentation, and Training Materials.

The number and type of software licenses, products, or services provided by TriTech or its Subcontractors are specifically listed in the Purchase Agreement and any reference within this document as well as Subcontractors’ SOWs (if applicable) does not imply or convey a software, license, or services that are not explicitly listed in the Purchase Agreement.

1.2 Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Purchase Agreement and where applicable Software Support Agreement.

The following terms are included in this document. Since these terms can be used differently in other settings, these definitions are provided for clarity.

- Project Schedule means the schedule providing dates and timeframes for completion of tasks and Deliverables during the course of this Project. The Project Schedule is subject to change at the mutual agreement of TriTech and the Client as further described in this SOW.
- The OSD provides an operational description of a capability or feature within the applicable TriTech solution in sufficient detail that both Client and TriTech team mutually agree to the expected deliverable. The OSD provides the “what”, “how,” and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how TriTech’s Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for TriTech’s development. Once approved, any further changes requested by the Client to the OSD and/or design may incur additional costs to the Client.

- Standard Interface Functional and Configuration Document (IFCD) defines the functionality of the Standard Interfaces. These documents are standard, published TriTech documents, and are not specific to a Client.

1.3 General Client Responsibilities

In addition to those Client responsibilities stated elsewhere in this SOW, the Client is responsible for:

- 1) Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this project, including necessary maintenance.
- 2) Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this project, including necessary maintenance.
- 3) Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.
- 4) Configuration and/or programming of network routers, switches and bridges – this includes providing information to TriTech staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with TriTech documentation.
- 5) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software required by the System.
- 6) The installation of servers into racks and the connection of such servers to network switches.
- 7) The assignment of machine names and IP addresses for servers to be utilized by the System. This includes joining the servers to the network and the assignment of security accounts as specified by TriTech documentation.
- 8) Any hardware and third party software or services necessary for implementing the System that is not listed in the Purchase Agreement as a TriTech Deliverable (not listed as a line item in the Price and Payment section of the Purchase Agreement). This includes workstations, server hardware, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Disaster Recovery Software, and services required to extract legacy data and convert into acceptable data formats.
- 9) Configuration, maintenance, testing, and supporting the Third Party Systems that the Client operates and which will be interfaced with as a part of this project. This project includes the contracted Interfaces listed in Appendix A - Standard TriTech Interfaces and Appendix B - Custom TriTech Interfaces. The Client is responsible for maintaining and supporting these systems in good working order. The Client is responsible for providing Application Programming Interface (API) documentation to these systems that document the integration process for the level of interface integration defined by TriTech's response to the RFP, as described by TriTech responses to the RFP as well as Interface IFCD and approved OSDs. The Client is also responsible for any cost associated with the development, or configuration of the Third Party System Vendor side of the Interfaces.
- 10) Consoles, furniture or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Purchase Agreement into existing consoles, furniture, vehicles or

existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of the Client.

- 11) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are Configuration and Administration Workshop, Functional Testing, Training, regular Project meetings, discussion regarding Interfaces, system installation planning, and the like.
- 12) The provision of Code Files and GIS data as requested by TriTech staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by TriTech staff in accordance with TriTech Documentation.
- 13) The timely review and, where required, approval of Functional Testing (FT) documents, OSDs, IFCDs, Task Completion Reports (TCR) and/or other project documentation as further defined in this SOW.
- 14) Provide a facility with the required computer and audio-visual equipment for training.
- 15) Timely completion of Functional Testing for each of the TriTech Subsystems.
- 16) TriTech pricing for this Project assumes that all Client supplied products and services required to support the project will be delivered according to this agreed to Statement of Work, based upon a mutually agreed upon project schedule. This timeline will require a commitment by Client staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the Client find that it is unable to support the agreed to schedule, TriTech reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the project and, if applicable, allow TriTech to recoup any additional costs which may be incurred by TriTech as a result of Client delays.
- 17) The Client is responsible for providing remote connectivity to TriTech for the purpose of installation, configuration, testing, and troubleshooting of TriTech's applications at the Client site. TriTech's approved remote connectivity methods are described in the System Planning Document.
- 18) Connect and configure any Third Party hardware (such as Bar Code Scanners, Bar Code Printers, Biometric Fingerprint Scanners, and Signature Pads) to Client workstations, if these services are not explicitly sold in the System Purchase Agreement.

1.4 Project Exclusions

- 1) TriTech Software Systems provides software applications that it develops. These applications are sold as is and are considered to be "Commercial Off The Shelf" (COTS) software packages. The functionality of these products will be based on TriTech's current design and functionality of these COTS products, unless otherwise indicated in the Purchase Agreement, or if applicable, TriTech's responses to the RFP.
- 2) Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Purchase Agreement will not be included in the Project.
- 3) Any modification to TriTech standard products or customizations to such products that are not explicitly stated in the Purchase Agreement are excluded from the scope of this Project.

- 4) Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.
- 5) TriTech is not responsible for the deficiencies in the Client's internal or contracted network to support remote Inform CAD, Inform RMS, Inform Jail or other Subsystem workstations.
- 6) TriTech is not responsible for the deficiencies in a Client's internal or contracted network to support some of the extended features of Inform Mobile and Inform Field Based Reporting products due to bandwidth or limitations in wireless coverage.
- 7) TriTech is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Purchase Agreement and this SOW.
- 8) This project does not include the conversion or importing of any personnel/user data or system codes into the Inform Subsystems unless otherwise included in the Purchase Agreement. It is the Client's responsibility to enter this data into the Inform Subsystem.
- 9) There are no contracted software modifications.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services that comprise the System for use by the Client's Public Safety Organization(s). The individual Subsystems to be provided will comprise the overall System. The Purchase Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all Server and User Licenses, Standard and Custom Interfaces, as well as other TriTech tools and utilities.

The Purchase Agreement for this project incorporates the following major Subsystems [edit to match the Purchase Agreement]:

- 1) Inform RMS (Production only)
 - a. Inform RMS Accident Module
 - b. Inform RMS Evidence and Barcoding Module
- 2) System Interfaces as listed in the Appendices to this SOW

Implementation of different components of the Subsystems is performed in a series of interrelated processes. Many processes can be performed concurrently while others are sequential in nature. TriTech has implemented process gates to ensure successful completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Purchase Agreement. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Purchase Agreement.

2.1.1.1 Standard TriTech Software Deliverables

The functionality provided by Standard TriTech Software Products, including Interfaces (the core TriTech Software and Interfaces without any Modifications) is defined by TriTech Standard documentation such as User and Administration Guides for TriTech's major Subsystems such as Inform CAD, Mobile, RMS, IQ Search, and other Standard Software products. Standard Interface Functional and Configuration Documents (IFCD) define the functionality of the Standard Interfaces. These documents are standard, published TriTech documents, and are not specific to a Client.

Standard TriTech Interface Software to be delivered through this Project is identified as software licenses in the Purchase Agreement. The functionality provided by Standard TriTech Interface Software is defined by TriTech IFCDs.

Any Modification to the functionality of Standard TriTech Software within the System, or Subsystems, shall follow the Change Management Process as described in Section 5.2, Change Management Process. The scope of the Modification will be described in an OSD. Release of all Modifications to TriTech's Standard Interfaces will follow Subsystem release cycles (i.e., Inform CAD, Inform RMS, and the like).

2.1.1.2 Contracted Custom Interface Software

Custom Interfaces to be created by TriTech are identified as individual software licenses in the Purchase Agreement. A high level description of the intended functionality and scope is attached as part of Appendix B - Custom TriTech

Interfaces to this SOW. The detailed functional scope of any custom Interface procured through the Purchase Agreement will be defined by an OSD, which will be developed and delivered to the Client during the project. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

3 TRITECH PROJECT ROLES AND RESPONSIBILITY

3.1 Overview

TriTech will appoint a team of specialized personnel that will implement the Project under the direction of TriTech's Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the TriTech Project Manager in order to complete the requirements of the Project.

3.2 TriTech Project Manager

TriTech has appointed a TriTech Project Manager as the principal TriTech contact who will be responsible for managing TriTech's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Purchase Agreement.

The Project Manager utilizes a standardized methodology for project implementation, project management, and risk identification and management. TriTech's Project Manager is responsible for Project scheduling and management of TriTech Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the Client's Project team. The TriTech Project Manager will be responsible for the collaborative coordination of Client resources in an effort to ensure that avoidable Project delays are minimized.

The Project Manager is involved in the Project beginning with the SOW development and continuing through post Go Live Project closure activities. The Project Manager may be an active participant in many of the milestone events through the course of the Project including Configuration and Administration Workshop and Go Live. The Project Manager will organize a bi-weekly Project status call with the Client and necessary Project team members. Additionally, the Project Manager will provide the Client with a written Project status report on a monthly basis, as further defined in this SOW.

3.3 Systems Engineer

The Systems Engineer is responsible for two primary functions, within the scope of the Project: 1) configuration of Standard TriTech Interfaces (including configuration documentation); and 2) development of software requirements documentation for Custom Interfaces. The Systems Engineer will additionally participate in testing of each of these Subsystems. In some cases, Development Engineers may perform the role of the Systems Engineer for specialized interfaces, particularly for Inform RMS and Inform Jail interfaces.

3.4 Inform Business Analyst

The Inform Business Analyst is responsible for the configuration of the Inform software based on the Client's system requirements, business rules, configuration data, and reporting needs. The Business Analyst will provide consultation services to the Client with regard to the configuration and operation of RMS. The Inform Business Analyst is also responsible for conducting the workshops and providing consulting support throughout the Project implementation life cycle.

The Business Analyst will be an active participant in many of the milestone events through the course of the Project.

3.5 GIS Analyst

As part of the implementation team, TriTech utilizes a GIS Analyst that specializes in geographical Information technology. The GIS Analyst is responsible for 1) performing an analysis regarding the Client's GIS source data; 2) consultation services regarding converting the GIS source data for use in Inform RMS; 3) providing training for applicable TriTech GIS tools as included in the Purchase Agreement; 4) preparing the one-time GIS data configuration for the Inform Product Suite.

3.6 Client Installation Services Team

TriTech's Client Installation Services (CIS) team is responsible for installation and integration of TriTech Software onto the system hardware identified for this Project. This team works closely with the Client's staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

This process is described in greater detail in Section 7.2, System Installation of the SOW.

3.7 Technical Services Group

Customer service functions and technical support for the Client's System during the Project is coordinated by the TriTech Project Manager. After Go Live, TriTech's Technical Services Group is responsible for providing on-going support for the Client's System as defined in the Purchase Agreement and the Software Support Agreement.

3.8 Account Manager

The Account Manager is an important resource to the Client throughout the life of their System. The Account Manager will be the primary contact and liaison for non-technical support issues, system changes and billing questions. They provide support for general customer service requests, manage requests for new software and services, and provide assistance with planning technology upgrades post System Go Live.

Having the Account Manager participate as a key Project member provides an enhanced level of continuity for the Client as they continue their relationship with TriTech.

4 RECOMMENDED CLIENT ROLES AND RESPONSIBILITIES

4.1 Overview

Implementation of the Subsystems in a manner that meets the Client's operational needs requires collaboration with the Client's team. In general, the Client's Project team should include staff experienced in the operation and administration of the Client's current public safety technology systems as applicable to the scope of this project. Such teams may include representatives from users to stakeholders. These "subject matter experts" must be engaged through the course of the Project from initiation until live operations, and may be involved in the support and maintenance of the System and Subsystems after Go Live.

The provided role descriptions define specific responsibilities. The Client may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that the Client, early in the implementation process, identify those persons that will be responsible for the ongoing maintenance of the Client's System to include the technical and business processes. The application Administrators, as well as the System Administrator, are key to the success of the Project. It is paramount that the Client develops this team during the implementation process so that the Client successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

4.2 Project Manager

The Client's Project Manager is the principal Client contact who will manage a team of Client Project personnel. The Client's Project Manager manages and coordinates Client's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), Project management plans, applicable configuration sheets, OSDs and IFCDs, review of the Project and Functional Testing documentation, and management of the Client's staff. Additionally the Client's Project Manager is responsible for coordinating the efforts, activities, and communications between TriTech and third party vendors that are not TriTech Subcontractors, as well as any deliverables from these vendors to the Project.

4.3 System Administrator

The Client's System Administrator is the individual primarily responsible for managing the technical back-end of the System including Windows, SQL Server, network, hardware, data back-ups and log management. This individual is the primary technical point of contact representing the Client.

As identified in the Purchase Agreement and the Software Support Agreement, following the initial system installation, administration, and support for hardware (including the software operating system) and network

components are the responsibility of the Client. The Client needs to plan for support and maintenance through the development of Client resources, other departments within the Client's organization, or by contracting for such services. The Client should establish procedures for managing warranty service of hardware.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with TriTech Documentation) on computers as needed for current operations and System upgrades; 4) monitoring, management and maintenance of the Client's network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with TriTech Documentation); and 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to the Client's administrative LAN/WAN¹, coordination will be important to avoid problems with the Client's network traffic. Personnel involved in System Administration should attend the applicable TriTech System Administrator Course(s). Where a large team is involved, a core team should attend a System Administrator Course and then the Client's System Administration team should conduct a smaller version of the training for local staff.

4.4 Inform Application Administrator

The Inform Application Administrator(s) will have the responsibilities for the implementation, configuration, and maintenance of the Inform software. This person or persons will be engaged in the implementation of the Inform Software, and will participate in making decisions as it relates to implementing the Inform Software.

The Inform Application Administrator will attend all of the Workshops as purchased throughout the Purchase Agreement. This person should have a comprehensive understanding of the internal structure and workflow of the Client's departmental policies and procedures.

The Inform Application Administrator will be responsible for building and maintaining the Code Files, Templates and Workflows. Additional activities include TriTech software setup, assignment, and management of the agency specific Code Files, Template creation/maintenance, Workflow configurations, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

¹ TriTech recommends a dedicated LAN for CAD as documented in the System Planning Document.

4.5 Subject Matter Experts

Input from subject matter experts in all applicable areas (Dispatch, Records, Investigations, Field representatives including Interfaces and external Systems that integrate with TriTech Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

For Standard and Custom Interfaces, subject matter experts may be from the Client Agency, and third party vendors. If the vendors are not TriTech Subcontractors, the Client will be responsible for engaging them in necessary discussions and documentation of the requirements.

The Client should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

4.6 Application Trainers

A team of trainers is needed for training the Client staff on TriTech Software on an on-going basis. Trainers will be responsible for reading TriTech Software release notes and maintaining an understanding of new and existing features.

The Client should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

4.7 GIS Analyst

The GIS Analyst is responsible for the mapping components required for the Inform RMS. Activities include providing the initial GIS files to TriTech for analysis. The GIS Analyst will be responsible for updating the Inform CAD and Inform Mobile Streets data using GIS Link, and working with TriTech's GIS Analyst to implement mapping components for Inform RMS.

During scheduled activities, the Client should have a fully dedicated person or persons. Post implementation workload is based upon the number and type of GIS data edits that will be necessary for the local operations.

5 PROJECT CONTROLLING PROCESSES

5.1 Overview

Project Controlling Processes will be established early in the Project life cycle during the Planning Phase. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Change Management. The process begins during the initiation process and concludes at the end of the Project.

As part of the Controlling Processes, TriTech utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, TriTech's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving Custom Interface OSDs will delay the start and completion of the Interface development work, which may ultimately have an impact on the projected Go Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Lives.

As part of the Project controlling process, upon completion of significant milestones and or tasks, TriTech will submit a Task Completion Report ("TCR") to the Client. The TCR serves as a formal tool for the purpose of verifying with the Client that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to the Client by TriTech's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Purchase Agreement. Upon execution of a TCR that is tied to a Project payment milestone, the Client will receive an invoice from TriTech's Accounting Department which must be paid based on the terms and conditions of the Purchase Agreement.

The TCR will include the following information:

1. Description of Work performed and products delivered.
2. Comments noting any special circumstances.
3. Product/Service deliverables listing the contract line items that are being recognized as delivered and will be invoiced.

4. Related Payment Terms in accordance with the Purchase Agreement, for contract line items that will be invoiced relative to the TCR.

5.1.1 TriTech Responsibilities

- a) TriTech will prepare and submit TCRs for Client's signature upon completion of the applicable task.
- b) The TCR will cite the appropriate SOW reference.
- c) TCRs that trigger a payment will include the payment amount in accordance with the Purchase Agreement payment schedule.

5.1.2 Client Responsibilities

- a) Client will review and approve TCRs within a three (3) business day period from the time of receipt less any challenges to the validity of the report.
- b) In the event that Client disagrees with a TCR, Client shall submit to TriTech a written explanation detailing why the Client believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this SOW. Such notification from the Client shall be provided to the TriTech Project Manager within three (3) business days of receipt of the TCR.

5.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Purchase Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include, but are not limited to a modification to Project scope, Standard or Custom products' functionality, TriTech and Client's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by the Client or TriTech, all Change Orders will be documented by the TriTech Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW.

All Change Orders must go through the TriTech's internal approval process before they can be presented to the Client for review and approval. Once the Change Order is generated, the Client Project Manager and TriTech Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for TriTech to properly investigate and scope of the requested change. If additional fees are required by

TriTech to create a Change Order, those fees will be identified and communicated to the Client Project Manager prior to TriTech's investigation of the requested change. In such situations, TriTech will only proceed with the investigation required to create the Change Order if the Client has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Client not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go Live delivery.

5.2.1 TriTech Responsibilities

- a) Change Orders will be prepared for submission to the Client when required.
- b) Where Project changes require Engineering-level modifications, TriTech will perform requirements capture necessary to prepare required documentation including a high level description of the change for Client review and approval.
- c) Where Project changes require Engineering-level modifications, Client will be informed of the delivery mechanism (version and schedule).

5.2.2 Client Responsibilities

- a) When applicable, the Client will identify the services or deliverables that will be subject to a Change Order, per the Purchase Agreement between both parties.
- b) When applicable, the Client will identify changes to features or functionality related to CAD, Mobile, RMS, Jail, Interfaces, or any other Subsystems that will require a change order. This process may also include participation with the requirements process.
- c) Client will approve and process Change Orders in a timely manner.

5.3 Project Reporting

TriTech will provide Monthly Status Reports advising the Client Project Manager and key Client Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with TriTech and TriTech's Subcontractors' Deliverables. The Project Status Reports will include the following:

- a) Accomplishments during the Reporting Period.
- b) Planned upcoming activities.
- c) Issues.
- d) Risks.
- e) Key Action Items.

In addition, the TriTech Project Manager will hold bi-weekly status meetings/conference calls to update the Client on the status of the Project and key action items and deliverables.

During the course of the Project, an Action Item Document will be created to document Project issues and action items. These documents are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Action Item Document's are reviewed with the Client during bi-weekly Project status calls through the course of the Project. The Project Manager is responsible for periodically providing copies of updated Action Item Document.

TriTech will provide an updated Project Schedule advising the Client Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for the Client team, and the Client may add such tasks, owners, and durations to the Project in collaboration with TriTech Project Manager. The Project Schedule will consist of the following:

- a) Major Tasks.
- b) Task Responsibility.
- c) Task Duration.
- d) Major Milestones.
- e) Tasks Completed.
- f) Tasks in Progress.

5.3.1 TriTech Responsibilities

- a) Provide a written report of Project status once a month.
- b) Track issues and action items to closure through product specific Action Item Document. The Client will be periodically provided with updated copies of the Action Item Document.
- c) Conduct status meetings/conference calls every two weeks.
- d) Maintain an up-to-date Project Schedule.

5.3.2 Client Responsibilities

- a) Review the written report of Project status and provide feedback within three (3) business days in order to ensure that the documentation is correct.
- b) Participate in Project status meetings.
- c) Ensure participation of personnel in tasks and meetings.

5.4 Document Review

In the course of the Project, TriTech will deliver several documents to the Client for review. These documents will include but are not limited to the Functional Test Procedure, Project Schedule, Trip Reports, OSD, and Interface Requirement Documents for the Project. Approved documents are returned to the TriTech Project Manager. All documents will be provided in electronic (soft copy). If Client desires printed (hard copy) documentation, it is their responsibility to print and bind the desired copies. The TriTech Project Manager will retain a copy and provide Client with a copy.

Should the Client find any document unacceptable, the Client must provide specific reasons in writing to the TriTech Project Manager. TriTech can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, the Client is responsible for the review of such documents and providing any comments to TriTech within three (3) business days.

5.4.1.1 Documents Subject to Client Approval

- a) Change Orders
- b) Operational Scenario Documents (OSD)
- c) Task Completion Reports (TCR)

5.4.1.2 Documents Subject to Client Review not Requiring Approval

- a) Project Schedule

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between the Client and TriTech.

- b) Project Status Reports
- c) Functional Test (FT) Documentation
- d) Trip Reports
- e) Action Item Documents
- f) Interface Functional and Configuration Documents (IFCD)

5.4.2 TriTech Responsibilities

- a) Distribute the documents to the Client.
- b) Coordinate the process to consolidate comments and edit documents.
- c) Manage the signoff process for applicable documents and the distribution of originals to the Client and TriTech for filing.

5.4.3 Client Responsibilities

- a) Review the documents presented and provide the appropriate information back to TriTech within three (3) business days for configuration sheets, Change Orders and/or Sales Orders.
- b) Review the documents presented and provide the appropriate information back to TriTech within five (5) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

5.5 Third Party Management

TriTech will be responsible for the management of third parties that have been identified as Subcontractors or executed Change Orders to the Purchase Agreement. The identified TriTech Subcontractors under the Contract are the following:

1. There are no Subcontractors for this project

As part of the Subcontractor agreement, all communications between those third parties and the Client will be managed by TriTech. Any communication directly between the Client and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by TriTech unless an appropriate Change Order has been prepared.

Conversely, the Client will be responsible for the management of third parties that TriTech is not responsible for. The Client will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of the Client's System.

5.5.1 TriTech Responsibilities

- a) Assume responsibility for third parties that are the responsibility of TriTech within the terms of the Purchase Agreement between TriTech and the Client.
- b) Process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Inform the Client when configuration and or programming will require interaction and/or documentation from a third party which is not the responsibility of TriTech under the Purchase Agreement between TriTech and the Client.

5.5.2 Client Responsibilities

- a) Work directly through TriTech with regard to third parties that are the responsibility of TriTech.
- b) Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Facilitate interaction between TriTech and third parties not the responsibility of TriTech to include conference calls, answers to questions and documentation as requested.

6 PROJECT INITIATION AND PLANNING

6.1 Overview

Project Initiation and Planning involves gathering the necessary Project specific information in order to produce a Project Schedule. Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between the Client and TriTech during this process is at a high level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are successfully completed and as the Project nears Go Live and Project completion.

Note: The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from the Client and TriTech.

6.1.1 TriTech Responsibilities

- a) Assign a Project Manager to the Project to participate in Initiation phase activities.
- b) Produce required documentation to support Initiation activities (such as Standard IFCDs, System Planning Document, etc.)
- c) Review and finalize the SOW with the Client.
- d) Identify and engage the TriTech Project team responsible for carrying out Project Execution.
- e) Baseline the Project Schedule.
- f) Prepare and submit the TCRs for the project schedule baseline.
- g) Develop and submit invoice for payment due at execution of the Purchase Agreement.

6.1.1.1 Client Responsibilities

- a) Assign a Project Manager for the Project to participate in Initiation phase activities.
- b) Identify and engage the Client's Project team.
- c) Review and comment on the Project Schedule.
- d) Review and comment on TriTech provided documentation to support Initiation activities.
- e) Finalize and approve the SOW with TriTech.

- f) Approve the TCRs within 3 business days.

6.1.2 Project Kick Off

During the planning phase, the TriTech Project Manager will hold a remote Kick-Off meeting with the Client's Project team. During the Kick-Off meeting, the TriTech Project Manager will provide an overview of the following:

1. The TriTech Execution Process.
2. A high level description of Project Deliverables.
3. Roles and responsibilities for the Project team members.
4. A high level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
5. Review any project related questions from the Client's team.

6.1.2.1 TriTech Responsibilities

- a) Prepare the agenda and set a date for the Kick-Off that is convenient to the Client and TriTech Team.
- b) Distribute any documents that the Client should review in advance of the Kick-Off meeting.
- c) Conduct the Kick-Off meeting.

6.1.2.2 Client Responsibilities

- a) Work with the TriTech Project Manager to facilitate scheduling a date for the Kick-Off meeting.
- b) Schedule the appropriate personnel from the Client's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
- c) Provide adequate accommodations to include adequate internet connectivity for a Web Meeting, seating, audio-visual equipment including a projector(s), screen, and whiteboard.

7 PROJECT EXECUTION

7.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of: 1) a review of Deliverable documents; 2) Development, configuration, Installation and testing of software and hardware deliverables, and 3) Delivery of Project related services such as Project related training. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

7.2 System Installation

System installation is one of the early processes in the Project implementation phase, and has a great impact on and critical dependency on a number of key activities. All tasks and activities related to System Installation are included in this section and will occur in the order presented. Note that other project activities can occur concurrently or between these steps.

7.2.1 Review Hardware Specifications

TriTech and Client will review the specifications to ensure that the correct hardware and third software components are procured and installed. TriTech will only be responsible for procurement of the hardware and third party software that is explicitly listed under the Agreement as TriTech Deliverables or Deliverables of TriTech's Subcontractors.

7.2.1.1 TriTech Responsibilities

- 1) Provide hardware and Third Party specifications to Client.

7.2.1.2 Client Responsibilities

- 1) Review and validate hardware and Third Party specifications.

7.2.2 Hardware and Equipment Procurement Process

TriTech and Client will procure hardware, third party software, and equipment per TriTech's recommended Specifications. TriTech is only responsible for procurement of the hardware and third party software that is identified as TriTech Deliverables in the Purchase Agreement.

If the hardware and third party software is procured by the Client, it is the Client's responsibility to procure the required equipment based on TriTech approved specifications, and to ensure the timely delivery of the hardware and third party software to the site to allow timely implementation of the System and Subsystems.

Where the Client is responsible for procuring the server hardware, the Client will be responsible for completing the following steps:

- 1) Fully configuring the servers with memory and disks.
- 2) Loading Microsoft Windows or VMware.
- 3) Partitioning disk drives partitioned and the implementing applicable Raid level based upon TriTech documentation.
- 4) Assigning the computer name and IP address based upon TriTech documentation.

7.2.3 Hardware Staging and Preparation for Installation

The Client will be performing basic server integration for all servers. Basic server integration includes placing the servers in the racks, joining them to the existing domain, with the Domain Controller in place, running the TriTech pre-requisite DVD on Inform CAD and Inform Mobile servers, and establishing remote connectivity capability (VPN and Remote Desktop) for authorized TriTech personnel to perform configuration. These activities will be coordinated between TriTech and the Client IT staff. Guidance will be provided by TriTech's Client Installation Services (CIS) team as required. If the Client is not willing to complete the basic server integration, this task may be performed by TriTech or TriTech's Subcontractors at additional cost.

In order to start configuration, the Client must provide remote connectivity to TriTech. The Client must also provide the server names, IP addresses, Administrator Account Information (User Name, Password), Services Account Information, and the location of 3rd Party Software media (such as SQL). An Installation Service Request (ISR) will be provided to the Client that organizes this information in to the TriTech preferred format. The Client is responsible for providing the completed ISR to TriTech no later than two (2) weeks prior to the installation activities.

The Client is responsible for ensuring that the site is prepared and ready for the installation of hardware, third party software, and TriTech software as detailed in TriTech's documentation including the System Planning Document no later than two (2) weeks prior to the scheduled Installation date. Delay in providing this information in its complete form will result in a delay in the Installation and the activities that follow installation of the System.

At least one (1) week prior to installation, a member of the TriTech CIS team will verify: (1) connectivity to the Client site via VPN, (2) connectivity to each of the servers, and (3) access to all required security accounts.

If the servers, accounts and connectivity are not ready the Project may be rescheduled, which may have an impact on the overall Project timelines.

7.2.4 TriTech Responsibilities

- a)** Provide the System Planning Document.
- b)** Facilitate a hardware review prior to hardware/OS procurement.
- c)** Procure equipment and third party software if included in the Purchase Agreement as a TriTech deliverable.
- d)** Provide guidance and assistance as necessary if the system equipment is procured by the Client.
- e)** Distribute the Installation Service Request (ISR) document to the Client.
- f)** Assist the Client in completing the ISR.
- g)** Assist the Client with the preparation of a network diagram.
- h)** Review the completed ISR prior to the installation.
- i)** Test the remote connectivity to the site prior to installation of the hardware and software.
- j)** Install the Microsoft SQL software.
- k)** Prepare and submit a TCR for Client review and approval upon completion of these activities.

7.2.4.1 Client Responsibilities

- a)** Complete the Installation Service Request (ISR) document and provide to TriTech.
- b)** Prepare a network diagram and provide to TriTech.
- c)** Perform site preparation, as specified in the System Planning Document and ISR.
- d)** Assign the computer name(s) and IP address(es) based upon TriTech documentation.
- e)** Establish remote connectivity capability (VPN and Remote Desktop) for authorized TriTech personnel to perform software installation and configuration.

- f) Run TriTech Pre-Requisite DVD on all applicable Inform servers prior to any installation work being performed.
- g) Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and equipment installation.
- h) Provide all Client-supplied telephone, external interface connection points, electrical power and other receptacles within manufacturer recommended distance of the equipment and all peripheral components.
- i) Provide and install all data communication lines, modems, hubs and routers, cabling, equipment and other components necessary for system operation and maintenance and for remote sites and connection to other systems. All lines will be clearly identified and tested.
- j) Provide TCP/IP communications and connection to the hub equipment provided in support for any existing networks, workstations and printers that are to have access to the TriTech applications.
- k) Obtain all necessary IP addresses and schemes.
- l) Allow remote access to TriTech to all development and system “root” accounts on all servers running TriTech licensed Software.
- m) Procure equipment and third party software if it is the responsibility of the Client according to the Purchase Agreement.
- n) Install operating system software for Client procured hardware unless the service is specified as a TriTech responsibility in the Purchase Agreement.
- o) Perform basic server integration including, but not limited to:
 - i. Installation of servers in applicable racks.
 - ii. Joining servers to the existing domain with the domain controller in place.
 - iii. If applicable, install and setup of the VM environment.
- p) Provide TriTech with all necessary configuration documentation which includes machine naming, IP addresses, Administrator Account information, Service(s) Account information, naming convention, and connectivity as prescribed.
- q) Provide TriTech with a high-level network diagram. The diagram should be provided prior to TriTech Software installation.
- r) Install all peripheral equipment, including scanners, printers, barcode readers, etc.
- s) Approve the applicable TCR.

7.2.5 Basic Server preparation and Network Services

Performing the services listed in this section is a responsibility of the Client. If these services are explicitly included in the Purchase Agreement, TriTech or a TriTech Subcontractor will implement 3rd party software and/or hardware solutions based upon the following task list. These solutions can include but is not limited to, SAN, Citrix, VMware, and Domain Controller configurations. These services can be performed on site or remotely via a VPN connection. These services will be performed at additional cost to the Client and are not included in TriTech’s standard installation services.

7.2.5.1 Client Responsibilities

- a) Provide the facility suitable to house Server hardware and network infrastructure.

- b) Have a member of the Client's IT staff available while software/network configuration is being performed.
- a) When deploying a SAN, configure the applicable RAID configuration, create the LUN(s) and present them to the physical or virtual servers.
- b) If the VM servers are not procured through TriTech, the Client is responsible for building individual servers.
- c) When deploying a VMware solution, install the VMware operating system, connect physical host servers to a SAN if applicable, configure vCenter, create a VM Template for Interfaces and business servers, and configure vMotion and High Availability (HA) if applicable. The Client is also responsible for building individual VM servers.
- d) If required, deploy the Domain Controller by adding the member server to an existing Domain or create a new Domain, promote the member server to Domain Controller, enable and configure DNS, enable and configure DHCP if required.
- e) Create domain account(s) for TriTech's remote support connectivity and access so that TriTech can assist Client with installation and ongoing maintenance
- f) Perform all necessary network configurations, to include but not limited to determining the network design routing protocols, subnet mask, redundancy, router and switch configuration.
- g) Create Networking/Server documentation to illustrate intended configuration.

Note: VMware, vMotion and HA require a SAN or a way to present shared storage to the physical host servers in a VMware virtual farm.

Note: Network and Server security are always a responsibility of the client.

7.2.6 System Installation

Once TriTech and the Client have prepared the site based on TriTech documentation, to include the System Planning Document and the applicable ISR form is completed, a TriTech Client Installation Services specialist will perform the TriTech installation services.

These services will be performed remotely, unless otherwise specified in the Purchase Agreement, and include installation of the contracted TriTech Software products on the quantity of servers and workstations as specified in the Purchase Agreement.

These installation activities will be coordinated between TriTech and the Client.

Note 1: All SQL server licenses will be installed by TriTech. The Client is responsible for making the media and license keys available to TriTech for the installation.

Note 2: The Installation services for different components of the System may be performed at different times, based on the implementation and deployment timelines for each Subsystem.

Note 3: The scope of installation services and the number of servers and workstations to be installed and configured by TriTech is limited to the servers and workstations that have been explicitly listed in the Purchase Agreement. If the Client has been granted Site Licensing for selected TriTech Software, TriTech is only responsible for the initial installation services, and installation of additional servers will be subject to additional charges.

Note 4: If Client does not follow the processes and procedures detailed in the TriTech System Planning Document and this results in a need for reinstallation of the hardware or software, the reinstallation effort will be performed at additional cost to the Client.

Note 5: At TriTech's discretion, TriTech may perform installation activities for certain components of the system on-site.

The following pre-requisites must be in place prior to the start of TriTech Software installation:

- a) Site preparation is complete as outlined in the sections above.
- b) Hardware has been installed at Client site.
- c) Client has provided TriTech with remote connectivity to all applicable servers.
- d) Client had provided TriTech all relevant documentation as outlined in the sections above to include licensing keys, IP addresses, username/passwords, and the completed ISR.

7.2.6.1 TriTech Responsibilities

- a) Install and configure Microsoft SQL to operate with each of the applicable TriTech product(s).
- b) Configure the System servers in the applicable environments (Production, Test, Training, and Disaster Backup environments, if provisioned by the Purchase Agreement).
- c) Install and configure the applicable TriTech system(s), such as Inform CAD, Inform RMS, and Inform Mobile on the designated servers and applicable environments as specified in the Purchase Agreement.
- d) Provide verbal support to the Client with self-installation procedures for the workstations using the TriTech provided Prerequisite Installation DVD and applicable Launch configurations.
- e) If applicable, create data dumps for Microsoft SQL database backups (as a backup for Inform RMS).
- f) After completion of the initial installation and configuration of each major System (such as Inform CAD, Inform RMS, and Inform Jail servers), a member of Technical Services team provides a technical hand-off to designated staff from the Client's information Technology team via a conference call. The following major topics will be discussed during this technical hand-off:
 - i. Proper procedures for performing System Backups:
 - o File Structure – Inclusions and exclusions
 - o Databases
 - o Moving Backups to media

- ii. Proper procedures for refreshing Test/Training system (and related documentation)
 - iii. Approved configuration and use of Virus Scan software
 - iv. Approved procedure for application of Windows updates
 - v. System Upgrade process and procedures
 - vi. Support Website and TriTech list server access
 - vii. Managing/Reviewing system logs (CAD, SQL and Event Logs)
- g) Prepare and submit a TCR upon completion of the installation tasks and activities.

7.2.6.2 Client Responsibilities

- a) Allocate appropriate onsite Project personnel to support TriTech personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the installation of the baseline application software. Appropriate Client personnel include the necessary IT personnel and database administrator(s) as needed during installation.
- b) Complete the configuration of workstations (after the installation of the limited number of workstations by TriTech) using the Prerequisite Installation DVD and applicable Launch configurations.
- c) Put in place TriTech's recommended backup procedures as outlined in the System Planning Document and ensure backup procedures are consistently follow beginning at the completion of this task.
- d) Install and configure virus scanning software as outlined in the System Planning Document.
- e) Provide Web Security Certificates for all TriTech web-enabled applications that require a certificate.
- f) After completion of the initial installation and configuration of System servers, the Client will be responsible for maintaining the System based on TriTech System Document, and the technical hand-off from TriTech Technical Services department. Specifically, the Client's IT staff is responsible completing the following activates related to Inform Subsystem servers:
 - o Updating Training/Test Systems with fresh data (from Production) as needed
 - o Continued updating and monitoring of virus scan software
 - o Application of Windows updates
 - o Following the procedures for System Upgrade
 - o Managing/Reviewing system logs (SQL and Event Logs)
 - o Management of Microsoft and other Third Party Software include patch applications and upgrades as needed for new Subsystem versions.
 - o Deployment and use of the Prerequisite Installation DVD for Subsystem upgrades as required.
- g) Review and approve the applicable TCRs.

7.3 Implementation of Inform RMS

Inform RMS will be implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the Client are identified, the configurations are verified, and

the system is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for Inform RMS.

7.3.1 Inform RMS Configuration and Administration Workshop

The Inform RMS Configuration and Administration Workshop is a hands-on (4) day Workshop for Inform RMS System Administrators. During the Workshop students will learn how to create users, assign roles, create templates and assign workflows, create and maintain system code tables, and map UCR codes. During the training the Business Analyst will review and configure the Inform RMS system defaults. Students also learn overall administration responsibilities for implementation, configuration, and maintenance of Inform RMS.

Participants include the TriTech RMS Business Analyst and should not generally exceed eight (8) core members of the Client's implementation team. The Client's team should include at a minimum the RMS Central and Local Administrators.

Note 1: The Client's provisioning of Code File information is an early Project checkpoint. Remote Web sessions will be scheduled as a follow up to guide the Client through the Code File build process. This information is needed to prepare for the Template and Workflow Workshop. Any incomplete, inaccurate or delayed Code File information can have a cascading effect on the Project Schedule.

Note 2: Unless specifically purchased in the Historical Data Conversion, the migration or conversion of personnel, user Id's, or code files are not included. It is the responsibility of the Client to build these in the Inform RMS Client and Web UI Subsystems.

7.3.1.1 TriTech Responsibilities

- a) Schedule the Inform RMS Configuration and Administration Workshop in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the Workshop agenda and documents for Client review or completion to all required attendees two weeks prior to the training.
- c) Conduct the Workshop based on the distributed agenda.
- d) Introduce the Client to, and begin documentation of the Action Item Document
- e) Prepare and submit a Trip Report based on the Workshop activities.
- f) Provide the Client team with a copy of the Inform RMS Client and Web UI User and Administration Guides.
- g) Prepare and submit a TCR upon completion of the Workshop.

7.3.1.2 Client Responsibilities

- a) Provide workstations with Inform RMS Client UI and Web UI installed.

- b) Provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.
- c) Ensure complete participation of Central and Local Inform RMS Administrators for the purposes of completing the Code File buildout.
- d) Continue the Code File building activities, including personnel and roles, after completion of this training.
- e) Review and approve the applicable TCR.

7.3.2 Inform RMS Geographical Information Services (performed remotely)

7.3.2.1 Creation of Locator Packages and Services

The TriTech GIS Analyst will work remotely with the Client to create the address locator packages and configure the RMS GIS services within ArcGIS. The Client must provide TriTech with access to an ArcGIS server to create these packages and services. GIS data must be from a single ArcGIS server for evaluation and configuration.

7.3.2.2 TriTech Responsibilities

- a) Evaluate Client-supplied GIS data to ensure it is formatted correctly for creation of the address locator packages.
- b) Create the address locator packages, and configure the RMS GIS services on the Client's ArcGIS and Inform RMS.
- c) Prepare and submit a TCR upon completion of this work.

7.3.2.3 Client Responsibilities

- a) Provide data in the required format, and per Project Schedule.
- b) Based on the evaluation provided by TriTech, make needed changes to mapping data to allow the resulting GIS data to meet TriTech's mapping data requirements.
- c) Provide access to the Client's ArcGIS server for configuration and usage with Inform RMS.
- d) Review and approve the appropriate TCR.

7.3.3 Inform RMS Template and Workflow Workshop

Once the initial Configuration and Administration Workshop has been completed, the next work session will be the Inform RMS Template and Workflow Workshop. This four (4) day Workshop includes training on the software utilities for completing the building of the Inform RMS Web UI templates and workflow configuration. Additional Workshop time is included to allow the attendees' time to build agency templates and workflows. The TriTech Business Analyst will provide guidance as needed.

Client will be responsible for bringing sample reports for template building and creation.

Participants include key members of TriTech's implementation team and should not generally exceed eight (8) core members of the Client's implementation team. The Client's team should include RMS Central and Local Administrators that attended the RMS Configuration and Administration Workshop.

Note: Upon completion of this Workshop, it is the Client's responsibility to complete the Template and Workflow configurations.

7.3.3.1 TriTech Responsibilities

- a) Schedule the Workshop in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the Workshop agenda and documents for Client review or completion to all required attendees two weeks prior to the training.
- c) Conduct the Workshop based on the distributed agenda.
- d) Provide hands on training on the applicable system and introduction to different modules and their configurations.

Note: This training is not intended to be comprehensive for end user understanding of the Subsystem. The purpose is to give the participant an understanding of the configuration and administration of Inform RMS Web UI.

- a) Document and assign owners and due dates for any action items and track all action items to closure within the Action Item Document.
- b) Prepare and submit a Trip Report based on the Workshop activities.
- c) Prepare and submit a TCR upon completion of the Workshop.

7.3.3.2 Client Responsibilities

- a) Provide workstations with Inform RMS Client UI and Web UI installed upon.
- b) Provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.
- c) Ensure complete participation of Central and Local Inform RMS Administrators for the purposes of completing Template and Workflow building.
- d) Continue the Template and Workflow building activities after completion of this training.
- e) Observe the change control process for any requested software changes.
- f) Review and approve the applicable TCRs.

7.3.4 Inform RMS Output Designer Workshop

The TriTech project team will conduct the three (3) day Inform RMS Output Designer Workshop. This session is intended for creating custom form outputs using Microsoft SQL Server Reporting Services (SSRS) which can be accessed from the Inform RMS Web UI Data Entry Templates. Using the Inform RMS Output Designer application utility, attendees will learn to generate a dataset based on the Inform RMS Module template, utilizing SSRS to customize the output based off a pre-defined default output report. Attendees will also learn how to configure the templates to use the custom form output within the Inform RMS Web Data Entry Designer tool.

This is an advanced Workshop and attendees must have prior experience using SSRS. TriTech will not provide training on SSRS. This Workshop will be up to three (3) consecutive days with a class size limitation of three (3) students.

7.3.4.1 TriTech Responsibilities

- a) Schedule the Workshop in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the Workshop agenda and documents for Client review or completion to all required attendees two weeks prior to the training.
- c) Conduct the meetings based on the distributed agenda.
- d) Prepare and submit a TCR upon completion of the Workshop.

7.3.4.2 Client Responsibilities

- a) Provide workstations with Inform RMS Client UI and Web UI installed.
- b) Provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.
- c) Ensure participation of the appropriate personnel.
- d) Continue the Output Designer activities after completion of this training.
- e) Review and approve the applicable TCR.

7.3.5 Inform RMS Historical Data Conversion

TriTech has engineered a solution that incorporates Client legacy data into Inform RMS in a way that retains its historical accuracy while ensuring the integrity of the Inform RMS System. TriTech's Integrated Solution Department will work with the Client throughout this phased process.

There may be situations where there are differences in the data used in the current system and the proposed TriTech system. Key issues to consider are the standardized data elements that are used by the respective systems and the data integrity rules used by the respective systems for minimum required data. These factors can affect a variety of data types.

TriTech understands the critical nature of the legacy RMS data and will work closely with subject matter experts at your agency. This project includes a legacy RMS data conversion to Inform RMS from one (1) data source (Tyler Technologies).

TriTech will provide a SQL database template that includes all data elements available in the Inform RMS data conversion. The template includes the most widely used fields and provides the greatest value for Inform RMS users.

Note 1: Unless specifically purchased and identified in the Purchase Agreement, the migration or conversion of personnel, user Id's, passwords nor code files are not included. It is the responsibility of the Client to build these in the Inform RMS Client and Web UI Subsystems.

Entity	Source	RMS Conversion
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Master Person Indices (MPI)	Tyler Technology RMS	Master Persons associated to imported entities listed below
Master Vehicle Indices (MVI)	Tyler Technology RMS	Master Vehicles associated to imported entities listed below
Master Property Indices (MPI)	Tyler Technology RMS	Master Property associated to imported entities listed below
Master Location Indices (MLI)	Tyler Technology RMS	Master Locations associated to imported entities listed below
Arrest	Tyler Technology RMS	Arrest
Incidents	Tyler Technology RMS	Incidents
Warrants	Tyler Technology RMS	Warrant
Evidence	Tyler Technology RMS	Evidence

Assumptions:

- The Client is responsible for extracting the legacy data into the TriTech template. The Client will provide at least one initial extract of data for TriTech testing purposes, plus one final extract.
- TriTech's Cost Proposal assumes the Client will complete the mapping of data between the legacy system and the proposed Inform system
- During the data conversion process, TriTech will convert legacy data into the Inform RMS Client (UI). No data will be imported directly into Inform RMS Web (UI).
- Prior to go-live, the client will provide TriTech a final SQL Server backup of the populated template tables. Any data entered or modified in the legacy system after this point will require manual data entry and modification in the Inform RMS system post data conversion.
- Multiple go-live dates will not be supported. Each Inform RMS module will be converted only once.
- Inform RMS will be unavailable during the Data Conversion.
- No images or objects or attachments will be converted as part of this conversion.
- The client must populate all TriTech Application code tables prior to the final data conversion.
- Master Indices will not be converted directly as they will be built through the import of the other entities. TriTech standard Master Resolution rules will apply.
- The Client must perform any necessary “data scrubbing” of their source data and code tables prior to delivery to TriTech. TriTech will assume that all data delivered is legitimate to use in the Data Conversions.
- Only the fields identified in Appendix C – Data Conversion Functional Design Document are included as part of the data conversion.
- The Client must provide a Subject Matter Expert (SME) and make them available for consulting throughout the project. Adequate client response and data sample feedback are critical to the success

of the data conversion. Client failure to satisfy this requirement could result in project delays and/or unsatisfactory results.

- Once TriTech has installed the initial TriTech RMS database and data entry software at the Agency, the Client will take appropriate steps to acquaint themselves with the modules included in the Data Conversion.
- TriTech will provide an Operational Scenario Document (OSD) prior to executing the data conversion.
- Existing TriTech projects or database fields will not be modified as part of the data conversion.
- The Client will establish a dedicated server (VM or physical), with a fully configured copy of the Inform RMS preproduction environment for data conversion activities, including but not limited to, the final data conversion.
- TriTech will provide the client with a detailed data conversion schedule that contains critical milestones that must be met by both the client and TriTech.
- The conversion supports a single data source. If needed, or additional sources are required, TriTech can review and scope accordingly.
- TriTech's Cost Proposal assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the conversion.
- Timely approval of documentation, support of remote deployment tasks (to include providing secure and reliable remote network access for installation, training and support) and execution of any acceptance testing will be incorporated as part of any resulting contract with TriTech
- TriTech's Cost Proposal does not include any products, services or other fees that might be assessed by the legacy system or any other third-party for enabling the integration as described.

7.3.5.1.1 TriTech Responsibilities

- a) Perform an analysis of the legacy data, provided by the Client.
- b) Collaborate with the Client in defining the data mapping, as well the resolution of the duplicate names.
- c) Provide an Operational Scenario Document (OSD) prior to developing the scripts for the data conversions.
- d) Create the necessary scripts for the data transfer.
- e) Perform the initial data conversion and import for review by the Client.
- f) Perform the final data conversion and import into the Inform RMS.
- g) Prepare and submit the applicable TCRs.

7.3.5.1.2 Client Responsibilities

- a) Extract and scrub the legacy data, and deliver it to TriTech in SQL format within thirty (30) days from the date of Inform RMS Configuration and Administration Workshop.
- b) Provide a data dictionary to define all elements of the legacy data.
- c) Assist TriTech with data mapping exercise.

- d) Review, provide feedback and approve the OSD document prior to performing the data conversion.
- e) Review and approve (or provide feedback, detailing the required corrections) for the interim data conversion delivery within ten (10) days of receiving.
- f) Review and approve (or provide feedback, detailing the required corrections) the final data conversion delivery within ten (10) days of the final conversion.
- g) Provide a secure and reliable network connection.
- h) Review and approve the applicable TCRs.

7.3.6 Inform RMS Remote Configuration and Consultation

After completion of the Inform RMS Configuration and Administration Workshop and Template Workshop, the assigned TriTech Business Analyst will work with the Client to provide remote configuration and consultation throughout the initial Code File and Template building process as sold in the Purchase Agreement. The Client will be primarily responsible for the Code File and Template/Workflow configuration process throughout the project.

TriTech will deliver the Inform RMS System with the base NCIC Codes. The Client is responsible for building and maintaining the RMS System to include but not limited to System Codes, Personnel, Property Locations, and Violation Codes (including local ordinances) with the appropriate UCR mapping.

Note: It is the responsibility of the client to complete all RMS configuration prior to the Validation and Readiness Workshop.

7.3.6.1 TriTech Responsibilities

- a) Monitor and provide Remote Configuration and Consultation sessions as purchased in the Purchase Agreement.
- b) Prepare and submit a TCR to confirm the completion of the Remote Configuration and Consultation work sessions.

7.3.6.2 Client Responsibilities

- a) Provide timely completion of the Code Files, Personnel ID's and Roles, Templates and Workflows throughout the project.
- b) Participate in the remote Configuration and Consultation work sessions.
- c) Review and approve applicable TCRs.

7.3.7 Inform RMS Validation and Readiness Workshop

Once the template building is complete and code files built by the customer, a Validation and Readiness workshop is conducted. The Validation and Readiness workshop for Inform RMS will be four (4) days and will be held at the Client's facilities on the Client's system hardware after it has been configured by TriTech.

The Inform CAD Validation and Readiness workshop will review the completeness of the templates, workflow, and codes in the Client's system, review system functionality, and conduct an overall system readiness assessment. This session will also provide a forum for the Client to discuss any final workflow questions or issues prior to End User Training.

7.3.7.1 TriTech Responsibilities

- a)** Schedule the Inform RMS Validation and Readiness workshop in accordance with the Client's availability and the Project Schedule.
- b)** Prepare and distribute the meeting agendas to all required attendees a week prior to each meeting.
- c)** Conduct the workshop based on the distributed agenda.
- d)** Review templates, workflow, and codes for completeness.
- e)** Review system functionality.
- f)** Prepare and submit a TCR upon completion of the Inform RMS Validation and Readiness workshop and upon delivery of the trip report to the Client.

7.3.7.2 Client Responsibilities

- a)** Provide adequate facilities to comfortably hold the Inform RMS Validation and Readiness workshop to include an overhead projector. Inform RMS workstations for each participant are required.
- b)** Provide subject matter experts that can examine workflows and test the templates. These persons should have the ability to make decisions regarding any changes in workflows and processes that may arise.
- c)** Provide participants that are versed with the ability to adjust the configurations, or system if the need arises.
- d)** Ensure participation of key stakeholders and decision-makers in the Inform RMS Validation and Readiness workshop.
- e)** Observe the change control process for any requested software changes.
- f)** Review and approve the applicable TCRs.

7.3.8 Inform RMS Training

Note: Training classes are conducted based on the quantities that are specified in the Purchase Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Purchase Agreement.

Inform RMS Training classes are conducted on consecutive weekdays (Tuesday-Friday) during business hours. Alternate training schedules (multiple classes per day, evening, and weekend classes) will be subject to additional charge. Training classes will only be delivered after the Inform RMS FT has been completed and the results are documented.

Descriptions of classes are provided below.

7.3.8.1 TriTech Responsibilities (for all Inform RMS Classes)

- a)** Schedule the Inform RMS Training class(es) in accordance with the Client's availability and the Project Schedule.

- b) Prepare and distribute the training documents for Client printing for all required attendees two weeks prior to each meeting.
- c) Conduct the training session(s) for the licensed product options on a mutually agreed to schedule.
- d) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

7.3.8.2 Client Responsibilities (for all Inform RMS Classes)

- a) Provide workstations with Inform RMS Client UI and Web UI installed.
- b) Provide adequate facilities to comfortably conduct the FT to include an overhead projector and whiteboard.
- c) Provide a Local RMS Administrator for each class that can answer agency specific questions as related to the build of the Client's system.
- d) Review and approve the applicable TCRs.

7.3.8.3 Inform RMS User Training – Records

The Inform RMS End User Training for Records is a hands-on course that prepares the students to add, edit, and modify Incident, Arrest, Custody, Crash, Citation, Field Interviews, Pawn, Permits and Licensing, and other Event reports. This class also instructs users on how to search crime report records easily and efficiently. Students learn how to maintain State-reportable UCR/NIBRS reports. This class is recommended for all personnel responsible for the day-to-day records data entry and maintenance of all departmental reports. This three-day course prepares a core set of end users to use Inform RMS.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the internal structure of the Records Department and departmental policies and procedures. 3) An understanding of how the Records Department interacts with Dispatch and Patrol.

7.3.8.4 Inform RMS User Training – Field Officers

The Inform RMS End User Training for Field Officers session is a hands-on two (2) day course. This course trains students to use Inform RMS Web UI and includes instructions on how to create and submit Incident, Arrest, Field Interview, Citation, and Crash reports through the workflow process.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and reporting procedures. 3) An understanding of how Patrol interacts with the Records Department and Dispatch.

7.3.8.5 Inform RMS User Training - Property and Evidence Training

The Inform RMS Property and Evidence training is a hands-on two (2) day course for personnel responsible for entering, updating, and maintaining evidence records, tracking tow/impounds, and providing written notification for property or impounds. Students learn how to build evidence locations, search evidence records, manage evidence items, create item barcodes, and use barcoding for inventory evidence. Training should be conducted directly with the Evidence Technicians at the agency's Evidence room as it includes administrative and user training.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to maintaining Evidence. 3) A thorough understanding of how each of the Agency's Evidence locations are laid out and used.

7.3.8.6 Inform RMS User Training - Investigations

The Inform RMS Investigations training is a hands-on two (2) day course for Case Managers, Investigative Supervisors, and Investigators (Detectives). Students learn how to assign cases for investigation and track their progress, add case supplements/case materials, create incident supplements, arrests, and update cases as needed. If purchased (Intelligence Module), Students will also learn how to add, edit, and search Intelligence records, create an RMS case from intelligence data and use the Intelligence Master Index. Training should be conducted directly with detectives that can train other detectives at their agency; this helps ensure proper workflows are discussed and configured.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to Case Management, Investigations, and the management of Intelligence data (if applicable).

7.3.8.7 Inform RMS Report Writing Class

The Inform RMS Report Writing class is a hands-on three-day course that explains when an ad hoc report is needed, how to understand the Inform RMS database structure, and how to create ad hoc reports using the embedded report writer. TriTech recommends that the Inform RMS Report Writing training session occur after the agency has had an opportunity to enter a substantial amount of data into the system (usually one to three months after go live). This class is recommended for personnel that will utilize the provided reporting tools to extract data from the Inform RMS.

Training classes will be conducted between Tuesday and Friday. The number of students attending the User Training course will be limited to no more than ten (10) students per class.

Prerequisites: 1) Completion of Inform RMS Training. 2) Basic understanding of computers and the Microsoft Windows Environment. 3) Understanding of Department Reporting requirements.

7.4 Implementation of System Interfaces

7.4.1 Inform Standard Interfaces' Requirement Gathering and Configuration

The functionality and applicable configuration options for each of the TriTech Standard Interfaces are described in the Interface Functional and Configuration Documents (IFCDs).

A TriTech Systems Engineer will review the IFCDs for each of the applicable Standard Interfaces with the Client's subject matter experts detailing the parameters that will be set to meet the functionality for the Interface. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference. The Client is responsible for engaging the third party vendors whose systems are being interfaced with, so that an end to end flow of the data is discussed.

TriTech Systems Engineer will configure and install the Standard interfaces on Client's system hardware. IFCDs are not Client specific documents, and functionality as written is not subject to edits, changes, or approval.

Installation and configuration of Standard Interfaces can only be performed by qualified members of TriTech System Engineering or Engineering teams, using proprietary tools. Once each of the Standard Interfaces are installed and configured, they can be staged for FT.

Any changes to the functionality of a Standard Interface from the Purchase Agreement will be subject to additional cost and configuration time.

TriTech is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with TriTech within the scope of this Purchase Agreement.

Note 1: Standard Interfaces are developed and enhanced within the TriTech product version process for TriTech software products (such as Inform RMS). Changes to standard Interfaces will require adherence to the development life cycle therein. Changes to standard Interfaces that are delivered within this life cycle will require the Client's system to be on a compatible version.

Note 2: The Client's provision of Interface Functionality for Standard Interfaces is an early Project checkpoint. This information will help the client understand the configuration portion of the IFCD.

Note 3: Any changes to the configuration of Standard Interfaces made by the Client makes the Interface non-supportable, and all troubleshooting efforts resulted by such changes will be subject to additional cost.

Note 4: The Client is responsible for any services or software needed from such Third Party Systems to allow for interaction with the Third Party System or for connecting to TriTech Interfaces Software in the absence of a Third Party API. TriTech is not responsible for any cost associated for the API, any required third party lab or certification testing, cost associated with required programming or custom work by the third party vendors, or any license fees that may be required by the third party vendors.

7.4.2 NCIC/State Software

The functionality and applicable configuration options for each of the TriTech Standard Interfaces are described in the Interface Functional and Configuration Documents (IFCD).

A TriTech Systems Engineer will review the IFCDs for each of the applicable Standard Interfaces with the Client's subject matter experts detailing the parameters that will be set to meet the functionality for the Interface. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference. The Client is responsible for engaging the third party vendors

whose systems are being interfaced with, so that third party documentation can be provided to TriTech in a timely manner.

TriTech Systems Engineer will configure and install the Standard interfaces on Client's system hardware. IFCDs are not Client specific documents, and functionality as written is not subject to edits, changes, or approval.

Installation and configuration of Standard Interfaces can only be performed by qualified members of TriTech System Engineering or Engineering teams, using proprietary tools. Once each of the Standard Interfaces are installed and configured, they can be staged for FT.

Any changes to the requirements of the NCIC Interface from the Purchase Agreement will be subject to additional cost and configuration time.

7.4.3 Custom Interfaces' Requirement Gathering and Configuration

A TriTech Systems Engineer will review requirements specified by the Purchase Agreement applicable to Custom Interfaces, and lead gathering detailed operational requirements within the scope of the Purchase Agreement. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference.

Once sufficient information has been gathered to describe the operational functionality of the Interface, the Systems Engineer will create Operational Scenario Documents (OSD) detailing the operation of the Interface. Client's input in detailing all relevant information regarding the operations of these interfaces and interactions with the external systems are essential to timely and accurate development of the OSDs. The completed OSDs will be provided for Client's review. This document must be approved by both the Client and TriTech prior to development. The Client will be given a TCR that the document was provided, meets the requirements and has been reviewed with the Client. The Client must review the OSD within 8 days from delivery by TriTech, and provide comments and questions back to TriTech or provide approval if no changes or edits is necessary.

The Client is responsible for obtaining the API for each of the third party vendors that TriTech applications are interfacing with. The API must be for the version of the third party software that TriTech will be interfacing with. The timelines for providing these documents to TriTech is concurrent with development of the OSD, so that any limitations associated with the level of integration with the third party application can be taken into consideration.

Delays in review and approval of the OSDs can impact timely development of the interfaces, and ultimately delay the Go Live of the system. All requirement changes for Custom Interfaces after approval of the OSD shall follow the Change Management process, and may be subject to additional cost and development time.

Upon approval of the OSD the custom interfaces are developed by TriTech engineering team. Once developed, these interfaces will be installed on Client equipment and go through testing with the Client and applicable third party vendors who own and administer the vendor side of the interface.

The Client is also responsible for coordinating execution of a mutual Non-Disclosure Agreement (NDA) between the third party vendors and TriTech before any technical information or documentation can be exchanged or testing can commence.

TriTech is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with TriTech within the scope of this Purchase Agreement.

Note 1: The Client's provision of Interface requirements for each of the Custom Interfaces is an early Project checkpoint. This information is needed to develop the OSDs for Custom Interfaces. Incomplete, inaccurate, or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project.

Note 2: The Client is responsible for providing Application Programming Interface (API) documentation for the Third Party Systems. The API must document the integration process for the level of interface integration defined by TriTech's response to the RFP. The Client is responsible for any services or software needed from such Third Party Systems to allow for integration with the third party system.

Note 3: The scope of functionality for the custom interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note 4: High level descriptions of each of the custom interfaces in

Appendix B - Custom TriTech Interfaces, will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note 5: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

Note 6: TriTech is not responsible for any cost associated for the API, any required third party lab or certification testing, cost associated with required programming or custom work by the third party vendors, or any license fees that may be required by the third party vendors.

7.4.4 Interface Functional Testing (FT)

All Standard and Custom Interfaces are subject to Functional Testing (FT). FT for Interfaces are based on a standard set of TriTech FT documents for each interface, as they are applicable to Client's configurations and functionality described in the approved OSD for the interface (if Custom Interface).

These tests have a standard format and will be sent to the Client for review prior to conducting the FT.

The Client will repeat any failed FT test following the correction of any issues which has caused the test to fail.

7.4.4.1 TriTech Responsibilities

- a) Provide the IFCD to the Client for review for each of the Standard Interfaces.
- b) Prepare and submit a TCR to the Client, documenting the delivery of the IFCDs to the Client for Standard Interfaces.
- c) Install and Configure the Standard Interfaces.
- d) Gather the operational requirements for each of the Custom Interfaces and develop and OSD.
- e) Provide the OSD to the Client for review and approval. (for custom interfaces only)
- f) Prepare and submit a TCR to the Client, documenting Client's approval of the OSD for each of the Custom Interfaces.
- g) Develop the Custom Interfaces based on the approved OSD.
- h) Install and configure the NCIC/State Software.
- i) Install and configure the Custom Interfaces.
- j) Prepare and submit TCRs upon installation of the Interfaces.
- k) Provide the FT documents to the Client for review prior to conducting the FT for each interface.
- l) Provide a TCR to the Client to approve the receipt of the FT documents.
- m) Assist the Client in conducting Functional Testing in accordance with FT documents.
- n) Prepare and Submit a TCR, documenting completion of FT including any exceptions to FT.

- o) Resolve FT issues and assist the Client with the re-run tests as required.

7.4.4.2 Client Responsibilities

- a) Participate in the review of the IFCDs and provide the configuration information to TriTech in a timely manner.
- b) Provide the information that are necessary for development of the OSD for each Custom Interface.
- c) Obtain the API for each of the third party applications that TriTech interfaces with and provide the document to TriTech.
- d) Review and approve the OSDs based on the required timelines.
- e) Engage the third party vendors in the requirement gathering, development, testing and other interface development activities.
- f) Review and approve the FT documents.
- g) Participate in the FT.
- h) Assist TriTech in documenting FT findings and results.
- i) Review and approve the applicable TCRs.

7.5 System and Subsystem Go Live

The “cut over” of each of the Inform CAD and Inform RMS Subsystems, and their Interfaces into the production environment is a highly orchestrated activity that will require resources from both the Client and TriTech teams. It is required that Inform RMS Client and Web UI Subsystems are taken into production at the same time.

7.5.1 Inform Go Live

Once end-user training has been completed and the Inform Subsystem is ready to be placed into production, TriTech will assist the Client in placing the system into operation. In preparation for Go Live, TriTech will assist the Client in cleaning the training data from the Inform Subsystem.

TriTech will provide the Client with a standard Go Live authorization letter that must be approved by the Client no later than 2 weeks prior to Go Live. This letter will list all the Subsystems that are scheduled for the Go Live, and any exceptions to Go Live applications. It also memorializes the date and time of Go Live, as well as the Client’s confirmation that the System and staff are ready for Go Live.

At Go Live, the TriTech and Client implementation teams will support the users in the transition to the new System. Any issues are logged and resolved through TriTech Technical Services.

The duration of the Go Live support for the Inform Subsystems for this project will be provided as sold in the Purchase Agreement and outlined below. This includes pre and post go live support. The Project Manager will be an active participant in the Go Live process. Go Lives are conducted on consecutive weekdays (Monday-Friday). Go Lives that require TriTech support that begins before or extends beyond weekdays will be subject to additional charge. The breakdown of onsite Go Live Services is as follows:

Inform RMS Go Live Coverage:

2 people for 2 days covering single a shift during normal business hours

TriTech Responsibilities

- a) Prepare and submit a Go Live authorization letter to the Client.
- b) Identify the participants for the Go Live in accordance with the terms of the Purchase Agreement.
- c) Have specified personnel onsite in advance of the Go Live date to begin the final inspection of the Client's system as part of the Go Live preparations.
- d) Be on-site to assist the Client in placing the system into production status.
- e) Assist Client staff in using the system and assist the computer operations staff in supporting the system.
- f) Provide System monitoring following the actual System cut over as specified within the Purchase Agreement.
- g) Prepare and submit a TCR.

7.5.1.1 Client Responsibilities

- a) Complete Inform Subsystem roll out to support the Go Live date.
- b) Review and approve the Go Live authorization letter no later than 3 weeks prior to each scheduled Go Live.
- c) Complete all relevant end user training to support the Go Live of the Subsystems.
- d) Place the software into production and begin operational use in consultation with TriTech and in accordance with the project schedule.
- e) Provide adequate persons for the supervision and assisting the end users beyond the participation of the TriTech staff.
- f) Provide dedicated workstations for TriTech support staff during Go Live support period.
- g) Provide Client IT support to cover all Client end user and TriTech staff hours of operation.
- h) Develop a process for the reporting and resolution of issues.
- i) Review and approve the applicable TCR.

8 SYSTEM ACCEPTANCE

Inform RMS is considered Accepted upon the first production use.

Following Go Live, the Client must report all issues to TriTech as described in the Software Support Agreement.

9 PROJECT CLOSURE

When all project deliverables have been completed (at Go Live), Project Closure activities will take place immediately after Go Live. Support of the System and Subsystems are transitioned to TriTech's Technical Services Group immediately following the Go Live. Any remaining Project related administrative tasks are

completed by TriTech and Client. Project documentation is archived and primary Client interaction is officially handed over from the TriTech Project Manager to the TriTech Account Manager.

9.1.1.1 TriTech Responsibilities

- a)** Provide payment reconciliation, final TCRs and final invoices.
- b)** Transition the TriTech point of contact from the Project Manager to the Account Manager and Technical Support Department.
- c)** Provide continued support based on terms of Purchase Agreement.

9.1.1.2 Client Responsibilities

- a)** Provide approval of Project TCRs within three (3) business days.
- b)** Provide payment reconciliation and payment of final invoices.

10 APPENDIX A - STANDARD TRITECH INTERFACES

Note: The scope of functionality for these Standard interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the capabilities of the external system being interfaced.

Note: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

List of Project's Standard Interface:

Production Environment:

a) None contracted

Disaster Recovery Environment:

a) None contracted

Test / Training Environment:

a) None contracted

11 APPENDIX B - CUSTOM TRITECH INTERFACES

Note: The Client is responsible for providing Application Programming Interface (API) documentation to these Third Party Systems that document the integration process for the level of interface integration defined by TriTech's response to the RFP. The Client is responsible for any services or software needed from such Third Party Systems to allow for interaction with the Third Party System API or for connecting to TriTech Interfaces Software in the absence of a Third Party API.

Note: The scope of functionality for these custom interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

List of Project's Custom Interfaces (OSDs to be provided):

Production Environment:

- a) One (1) Citation Publisher to Brazos (CWI-893)
- b) One (1) Court Interface to Tyler Technologies (CWI-892)
- c) One (1) TITAN Interface (CWI-5192)

Disaster Recovery Environment:

- a) None contracted

Test Environment:

- a) None contracted

12 APPENDIX C – DATA CONVERSION FUNCTIONAL DESIGN DOCUMENT

Interface Name:	Inform RMS Data Conversion																													
Create Date:	4/6/2017	Version:	1.0																											
Interface Description:	TriTech proposes a one-time import of legacy RMS data from one data sources (1) Tyler Technology RMS into Inform RMS.																													
Application:	Inform RMS	Language or Tool Used	Microsoft SQL																											
Proposed Approach:	<p>There may be situations where there are differences in the data used in the current system and the proposed TriTech system. Key issues to consider are the standardized data elements that are used by the respective systems and the data integrity rules used by the respective systems for minimum required data. These factors can impact a variety of data types.</p> <p>TriTech understands the critical nature of the Client’s legacy RMS data and will work closely with subject matter experts at your agency. TriTech proposes a legacy RMS data conversion to Inform RMS from 1 data source.</p> <p>TriTech will provide a SQL database template that includes all data elements available in the Inform RMS data conversion. The template includes the most widely used fields and provides the greatest value for Inform RMS users.</p>																													
	<table><tr><th>Entity</th><th>Source</th><th>RMS Conversion</th></tr><tr><td>Master Person Indices (MPI)</td><td>Tyler Technology RMS</td><td>Master Persons associated to imported entities listed below</td></tr><tr><td>Master Vehicle Indices (MVI)</td><td>Tyler Technology RMS</td><td>Master Vehicles associated to imported entities listed below</td></tr><tr><td>Master Property Indices (MPI)</td><td>Tyler Technology RMS</td><td>Master Property associated to imported entities listed below</td></tr><tr><td>Master Location Indices (MLI)</td><td>Tyler Technology RMS</td><td>Master Locations associated to imported entities listed below</td></tr><tr><td>Arrest</td><td>Tyler Technology RMS</td><td>Arrest</td></tr><tr><td>Incidents</td><td>Tyler Technology RMS</td><td>Incidents</td></tr><tr><td>Warrants</td><td>Tyler Technology RMS</td><td>Warrant</td></tr><tr><td>Evidence</td><td>Tyler Technology RMS</td><td>Evidence</td></tr></table>			Entity	Source	RMS Conversion	Master Person Indices (MPI)	Tyler Technology RMS	Master Persons associated to imported entities listed below	Master Vehicle Indices (MVI)	Tyler Technology RMS	Master Vehicles associated to imported entities listed below	Master Property Indices (MPI)	Tyler Technology RMS	Master Property associated to imported entities listed below	Master Location Indices (MLI)	Tyler Technology RMS	Master Locations associated to imported entities listed below	Arrest	Tyler Technology RMS	Arrest	Incidents	Tyler Technology RMS	Incidents	Warrants	Tyler Technology RMS	Warrant	Evidence	Tyler Technology RMS	Evidence
	Entity	Source	RMS Conversion																											
	Master Person Indices (MPI)	Tyler Technology RMS	Master Persons associated to imported entities listed below																											
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	Arrest	Tyler Technology RMS	Arrest																											
	Incidents	Tyler Technology RMS	Incidents																											
	Warrants	Tyler Technology RMS	Warrant																											
Evidence	Tyler Technology RMS	Evidence																												

Assumptions:

- » The Client is responsible for extracting the legacy data into the TriTech template. The Client will provide at least one initial extract of data for TriTech testing purposes, plus one final extract.
- » TriTech's Cost Proposal assumes the Client will complete the mapping of data between the legacy system and the proposed Inform system
- » During the data conversion process, TriTech will convert legacy data into the Inform RMS Client (UI). No data will be imported directly into Inform RMS Web (UI).
- » Prior to go-live, the client will provide TriTech a final SQL Server backup of the populated template tables. Any data entered or modified in the legacy system after this point will require manual data entry and modification in the Inform RMS system post data conversion.
- » Multiple go-live dates will not be supported. Each Inform RMS module will be converted only once.
- » Inform RMS will be unavailable during the Data Conversion.
- » No images or objects or attachments will be converted as part of this conversion.
- » The client must populate all TriTech Application code tables prior to the final data conversion.
- » Master Indices will not be converted directly as they will be built through the import of the other entities. TriTech standard Master Resolution rules will apply.
- » The Client must perform any necessary “data scrubbing” of their source data and code tables prior to delivery to TriTech. TriTech will assume that all data delivered is legitimate to use in the Data Conversions.
- » Only the fields identified in the Appendix are included as part of the data conversion.
- » The Client must provide a Subject Matter Expert (SME) and make them available for consulting throughout the project. Adequate client response and data sample feedback are critical to the success of the data conversion. Client failure to satisfy this requirement could result in project delays and/or unsatisfactory results.
- » Once TriTech has installed the initial TriTech RMS database and data entry software at the Agency, the Client will take appropriate steps to acquaint themselves with the modules included in the Data Conversion.
- » TriTech will provide an Operational Scenario Document (OSD) prior to executing the data conversion.
- » Existing TriTech projects or database fields will not be modified as part of the data conversion.
- » The Client will establish a **dedicated** server (VM or physical), with a fully configured copy of the Inform RMS preproduction environment for data conversion activities, including but not limited to, the final data conversion.

Interface Name:	Inform RMS Data Conversion
	<p>» TriTech will provide the client with a detailed data conversion schedule that contains critical milestones that must be met by both the client and TriTech.</p> <p>The conversion supports a single data source. If needed, or additional sources are required, TriTech can review and scope accordingly.</p> <p>TriTech's Cost Proposal assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the conversion.</p> <p>Timely approval of documentation, support of remote deployment tasks (to include providing secure and reliable remote network access for installation, training and support) and execution of any acceptance testing will be incorporated as part of any resulting contract with TriTech</p> <p>TriTech's Cost Proposal does not include any products, services or other fees that might be assessed by the legacy system or any other third-party for enabling the integration as described.</p>

Evidence

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

Property & Evidence - Chain of Custody

Due to the rules associated with property/evidence and chain of custody, Trittech does not map historical property locations as part of a data conversion. A comprehensive narrative can be created which attaches to the evidence record and would include all of this information.

Evidence Item Data Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Evidence			
<input checked="" type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input checked="" type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input checked="" type="checkbox"/>	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[Evidence Cases] Associated Case Number

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Associated_Nu mber	[OPTIONAL] Stores an associated number of the evidence in the current record		[Evidence] Associated Number
	Associated_Nu mber_Type	[OPTIONAL] Stores the type of associated number stored in Associated_Number. Must be defined in System Code Table Category {EVNUMTYPE}		[Evidence] Associated Number Type
Notes:				
	Associated_Nu mber_Type2	[OPTIONAL] Stores the type of associated number stored in Associated_Number2. Must be defined in System Code Table Category {EVNUMTYPE}		[Evidence] Associated Number Type2
Notes:				
	Associated_Nu mber2	[OPTIONAL] Stores the type of associated number stored in Associated_Number_Type2		[Evidence] Associated Number2
	Comments	[OPTIONAL] Stores any additional comments associated with the evidence in the current record.		[Evidence] Comments
	Date_Report	[OPTIONAL] Stores the date that the evidence in the current record was reported.		[Evidence] Date Report
	Evidence_Num ber	[REQUIRED] Stores the distinct Evidence Number for the current record. This value is almost always the barcode for the current record.		[Evidence] Evidence Number
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer that recovered the evidence		[Evidence] Officer ID
	Officer_Name	[OPTIONAL] Stores the name of the police officer that recovered the evidence in the current record.		[Evidence] Recovery Officer
Notes:		This field description should match the Officer_ID		
	Recovery_Date	[OPTIONAL] Stores the date and time that the evidence in the current record was first located and taken from the scene by the responsible officer.		[Evidence] Recovery Date
	Recovery_Loca tion	[OPTIONAL] Stores the location where the evidence was recovered.		[Evidence] Recovery Location
	Released_To	[OPTIONAL] Stores the name of the person that the evidence was released to after being transported to the station.		[Evidence] Released To
	Action_Type	[OPTIONAL] Stores a code describing the action type of the evidence item in the current record, if Property_Classification is a firearm. Should be defined in System Code Table Category {EVACTTYP}		[Evidence] Action Type
Notes:				
	Barcode	[REQUIRED] Stores the read-only barcode number. This is almost always equal to the Evidence_Number.		[Evidence] Barcode
	Barrel_Size	[OPTIONAL] Stores the barrel size (in inches) of the evidence item in the current record, if Property_Classification is a firearm.		[Evidence] Barrel Size
	Barrel_Type	[OPTIONAL] Stores a code describing the barrel type of the evidence item in the current record, if Property_Classification is a firearm. Should be defined in System Code Table Category {EVBARTYPE}		[Evidence] Barrel Type
Notes:				

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
 Notes:	Caliber	[OPTIONAL] Stores the firearm size or caliber of the evidence item in the current record, if Property_Classification is a firearm. Should be defined in System Code Table Category {GUNCAL}		[Evidence] Caliber (or Size)
 Notes:	Category	[OPTIONAL] Stores the property category of the evidence item in the current record. Must be defined in System Code Table Category {PROPCD}		[Evidence Items] Category
 Notes:	Color	[OPTIONAL] Stores the primary color of the evidence item in the current record. Should be defined in System Code Table Category {EVCOLOR}		[Evidence Items] Primary Color
 Notes:	Country_Of_Or igin	[OPTIONAL] Stores the country of origin of the evidence item in the current record, if Property_Classification is a firearm. Must be defined in System Code Table Category {EVATFCOUNTRY}		[Evidence] Country of Origin
	Description	[OPTIONAL] User-supplied description for the piece of evidence described in the current record.		[Evidence Items] Description
 Notes:	Dispose_Code	[OPTIONAL] Stores a code describing the disposition of the evidence item in the current record. This field must be populated if the current Evidence Location is 'Disposed'		[Evidence Items] Disposition
 Notes:	Dispose_Date	[OPTIONAL] Stores the disposition date of the evidence item in the current record. This field must be populated if the current Evidence Location is 'Disposed'		[Evidence Items] Disposition Date
 Notes:	Drug_Descripti on	[OPTIONAL] Stores a drug type description, if Property_Classification is narcotics. This field description should match the Drug_Type		[Evidence Items] Drug Description
 Notes:	Drug_Type	[OPTIONAL] Identifier used to denote the type of drugs if Property_Classification is narcotics. Should be defined in System Code Table Category {DRT}		[Evidence Items] Drug Types
 Notes:	Firearm_Type	[OPTIONAL] Stores a code describing the type of firearm in the current record, if the Property_Classification is firearms. Should be defined in System Code Table Category {EVFIREARMS}		[Evidence Items] Firearm Type
 Notes:	Item_Status1	[REQUIRED] Stores a status code of the evidence in the current record. Must be defined in System Code Table Category {EVCLASS}. Defaults to 'EVIDENCE'		[Evidence Items] Item Status 1
 Notes:	Make	[OPTIONAL] Stores the name of the manufacturer of the evidence in the current record. May be defined in System Code Table Category {ATFMANUF}.		[Evidence Items] Manufacturer



Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Measure	[OPTIONAL] Stores the unit of measure of the evidence record, if the Property_Classification is narcotics. item in the current		[Evidence Items] Measure
Notes:		Should be defined in System Code Table Category {DRM}		
	Model	[OPTIONAL] Stores the model of the evidence in the current record.		[Evidence Items] Model
	Plate_Number	[OPTIONAL] Stores the license plate number associated with the vehicle if the Property_Classification is Vehicles		[Evidence Items] Plate Number
	Plate_State	[OPTIONAL] Stores the state for which the license plate was issued for the vehicle if the Property_Classification is Vehicles.		[Evidence Items] Plate State
Notes:		Should be defined in System Code Table Category {STT}		
	Plate_Year	[OPTIONAL] Stores the year the license plate was issued, if the Property_Classification is Vehicles.		[Evidence Items] Plate Year
	Property_Classification	[REQUIRED] Stores the property classification for the evidence in the current record. The value in this field controls the type of data that appears on the second tab of the Evidence Items form		[Evidence Items] Property Classification
Notes:		Must be defined in System Code Table Category {EVPROPCLASS}. Defaults to 'Other'		
	Property_Code	[OPTIONAL] Stores the property code applicable to the evidence in the current record.		[Evidence Items] Property Code
	Property_Description	[OPTIONAL] Stores the property description.		[Evidence Items] Property Description
Notes:		This field description should match the Property_Code		
	Quantity	[OPTIONAL] Stores the quantity of the evidence item in the current record (if the evidence is currency or narcotics).		[Evidence] Quantity
	Serial	[OPTIONAL] Stores the serial number of the evidence in the current record		[Evidence Items] Serial
	Style	[OPTIONAL] Stores the style of the item in the current record, if the Property_Classification is Vehicles.		[Evidence] Style
Notes:		Must be defined in System Code Table Category {STY}.		
	Total_Value	[OPTIONAL] Stores the total value of the currency/security of the evidence item in the current record.		[Evidence Items] Total Value
	Vehicle_Type	[OPTIONAL] Stores a code describing the type of the vehicle contained in current record, if the Property_Classification is Vehicles.		[Evidence] Vehicle Type
Notes:		Must be defined in System Code Table Category {VET}.		
	VIN	[OPTIONAL] Stores the vehicle identification number of the vehicle, if the Property_Classification is Vehicles.		[Evidence] VIN
	Year	[OPTIONAL] Stores the year the vehicle in the current record was manufactured, if the Property_Classification is Vehicles.		[Evidence Items] Year

Evidence Location Data Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Evidence Location			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Barcode	[REQUIRED] Stores the read-only barcode number. This is usually = Evidence_Number.		[Location Assignment] Barcode
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/> Notes:	Location_ID	[REQUIRED] Stores the name associated with the current location of the item. If the item is disposed this value should be 'Disposed' Must be defined in the User Code Table Evidence_Storage or Evidence_Custody		[Location Assignment] Visible under the Evidence Item
	Location_Date	[OPTIONAL] Stores the date this item was put in this location.		Database Only
<input type="checkbox"/>	Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Location Assignment] Officer ID
<input type="checkbox"/>	Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record.		[Location Assignment] Officer Name
<input type="checkbox"/> Notes:	Reason	This field description should match the Officer_ID [OPTIONAL] Stores the reason for the location assignment of the evidence item.		[Location Assignment] Reason

Evidence Name Data Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Evidence Name			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Evidence Name] Age
<input type="checkbox"/>	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Evidence Name] Address
<input type="checkbox"/>	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Evidence Name] Apartment
<input type="checkbox"/>	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Evidence Name] Business Name
<input type="checkbox"/>	City	[OPTIONAL] City field for address associated with the current record.		[Evidence Name] City
<input type="checkbox"/>	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Evidence Name] Date Born
<input type="checkbox"/>	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Evidence Name] Entry Type

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Evidence_Num ber	[REQUIRED] Stores the distinct Evidence Number for the current record. Typically this value will also be the barcode for the current record.		Database Only
	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Evidence Name] Ethnicity
Notes:		Must be defined in System Code Table Category {ETH}.		
	Involvement_T ype	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		[Evidence Name] Involvement Type
Notes:		Must be defined in System Code Table Category {PROPERSON}.		
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Evidence Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Evidence Name] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Evidence Name] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Evidence Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Evidence Name] Suffix
	Phone1	[OPTIONAL] Primary phone number for the person/business		[Evidence Name] Phone 1
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Evidence Name] Phone 2
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Evidence Name] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Evidence Name] Race
Notes:		Must be defined in System Code Table Category {RAC}.		
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Evidence Name] Sex
Notes:		Must be defined in System Code Table Category {SEX}.		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Evidence Name] SSN
	State	[OPTIONAL] The state/province portion of the address		[Evidence Name] State
Notes:		Must be defined in System Code Table Category {STT}.		
	Zip	[OPTIONAL] Stores the zip code for the address		[Evidence Name] Zip

Incident

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.









Incident Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Incident			
<input checked="" type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input checked="" type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input checked="" type="checkbox"/>	Case_Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[RMS_Case] Case Number
<input checked="" type="checkbox"/>	Case_Description	[OPTIONAL] Stores a brief description of the case in the current record. Notes: May be defined in System Code Table Category {CASEDESC}.		[RMS_Case] Case Description
<input checked="" type="checkbox"/>	Investigate	[OPTIONAL] Stores a code describing if a case should be investigated or not.		[RMS_Case] Case Mgmt Status
<input checked="" type="checkbox"/>	Mgmt_Status_Date	[OPTIONAL] The date the case was last updated		[Case Management] Mgmt Status Date
<input checked="" type="checkbox"/>	Submission_Date	[OPTIONAL] Stores the date the report was submitted to the state.		Database Only
<input checked="" type="checkbox"/>	Address	[OPTIONAL] The house number and street name for the address associated with the current record. Notes: Intersections can be represented using a '//' designator. Example: MAIN ST // SPRING ST		CA:CT:MI:NI:TX.Incident Street Address IL.Location Of Incident WI.Address
<input checked="" type="checkbox"/>	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Incident] Apartment
<input checked="" type="checkbox"/>	Case_Status	[OPTIONAL] Stores the user-defined code that best describes the current status of the incident in the current record.		[Incident] Case Status
<input checked="" type="checkbox"/>	City	[OPTIONAL] City field for address associated with the current record.		[Incident] City
<input checked="" type="checkbox"/>	Date_Incident	[OPTIONAL] Stores the date on which the incident was perceived to be started.		[Incident] CA.Date/Time Started IL.Date/Time Occur From CT:MI:NI:TX:WI.Date Incident
<input checked="" type="checkbox"/>	Date_Incident_End	[OPTIONAL] Records the date the incident was perceived to be finished.		[Incident] CA.Date/Time &Ended IL.Date/Time Occur To CT:MI:NI:TX:WI.Date Incident End
<input checked="" type="checkbox"/>	Date_Report	[OPTIONAL] Stores the date the incident was reported to the agency.		[Incident] CA.Date/Time Reported IL.Date/Time On Scene CT:NI:TX:WI.Date Reported
<input checked="" type="checkbox"/>	Description	[OPTIONAL] Stores a brief description of the incident in the current record.		[Incident]







Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
				CA:CT:NI:TX:WI.Brief Description of Incident IL:Description of Incident MI.Incident Description
	Jurisdiction	[REQUIRED] Agency-specific identifier used to segregate data in multi-agency installations.		Database Only
	Narrative	[OPTIONAL] Used to create a narrative record of the Incident		[Narrative]
	NarrativeImage	[OPTIONAL] Formatted text for the Narrative		[Narrative]
	NarrativeOffice rDate	[OPTIONAL] The date the officer wrote the Narrative		[Narrative] Date/Time
	Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Incident] Officer_Id
	Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record. This field description should match the Officer_ID		[Incident] Officer Name
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address associated with the current record.		[Incident] PO Box
	State	[OPTIONAL] The state/province portion of the address associated with the current record.		[Incident] State
Notes:		Must be defined in System Code Table Category {STT}.		
	Zip	[OPTIONAL] Stores the zip code for the address associated with the current record.		[Incident] Zip






Incident Offense Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Incident Offense			
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Bias_Motivation	[OPTIONAL] Stores the user-defined code that best represent any Bias contributing to the commission of the current offense May be defined in System Code Table Category {BMC} or {BIA}.		[Incident Offense] CA:CT:MI:NI:TX:WI.Bias Motivated Crime IL.Bias Motivation Bias Motivations
Notes:				
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Counts	[OPTIONAL] Stores the number of times the current offense was said to have been committed.		[Incident Offense] Counts
	Felony_Misdemeanor	[OPTIONAL] Stores the user-defined code that best represents the general severity level of the current offense.		[Incident Offense] CA.Felony Misdemeanor IL.Fel/Mis













Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Notes:		May be defined in System Code Table Category {LEV}.		
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Method_Of_Entry	[OPTIONAL] Stores the user-defined code that best represents means by which the suspect entered the structure where the current offense occurred.		[Incident Offense] Method Of Entry
	Offense_Location	[OPTIONAL] Stores the location where the current offense was committed.		[Incident Offense] Offense Location
Notes:		For some states may be defined in System Code Table Category {LHC}.		
	Penal_Code	[OPTIONAL] State law (aka Penal Code, aka Statute) associated with the offense identified in current record.		[Incident Offense] CA.Penal Code TX.Statute CT:NI:WI.Statute IL.ILCS
	Penal_Code_Description	[OPTIONAL] Stores the description for the state law stored in the penal_code field.		[Incident Offense] Penal Code Description Statute Description IL.CS Description NI.Statute Description
	UCR_Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record. If applicable the associated UCR_Class and SubClass will be derived from this value.		[Incident Offense] UCR Code
	UCR_Code_Description	[OPTIONAL] Stores the description based upon the code stored in the UCR_Code field.		[Incident Offense] UCR Description
	Weapon_Code	[OPTIONAL] Stores the user-defined code that represents a type of weapon used during the committing of the current offense.		[Incident Offense] 1 Weapon Used
Notes:		May be defined in System Code Table Category {WPN} or {WEAP}.		

Incident Drug Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Incident Drug			
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Drug_Name	[OPTIONAL] Stores the name of the drug identified in Drug_Type		[Incident Drug] Drug Description
	Drug_Type	[OPTIONAL] Identifier used to denote the type of drugs identified in current record.		[Incident Drug] Drug Code
Notes:		Must be defined in System Code Table Category {DRT}.		

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Jurisdiction	[REQUIRED] Agency specific identifier used to segregate data in multi-agency installations.		Database Only
	Measure	[OPTIONAL] Stores the user-defined code that best represents the unit of measurement used for the drug described in the current record		[Incident Drug] Measure
Notes:		Must be defined in System Code Table Category {DRM}.		
	Quantity	[OPTIONAL] Stores the amount of the drug described in the current record		[Incident Drug] Quantity
	Status	[OPTIONAL] Stored the user-defined code that best represents the current status of the drug described by the current record		[Incident Drug] Status
Notes:		May be defined in System Code Table Category {TOL}.		
	Value	[OPTIONAL] Stores estimated street value of drug in current record.		[Incident Drug] Value Est Street Value

Incident Name Mapping








Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Incident Name			
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Incident Name] Address
	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Incident Name] Age
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Incident Name] Apartment
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Incident Name] Business Name
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		[Incident Name] CA:MI.Cell Number IL:NI:TX.Cell Phone
	City	[OPTIONAL] City field for address associated with the current record.		[Incident Name] City
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Incident Name] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Incident Name] CA:CT:NI.Person/Business IL:MI:TX.WI.Entry Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Incident Name] Ethnicity
Notes:		Must be defined in System Code Table Category {ETH}.		
	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Incident Name] Eye Color
Notes:		Must be defined in System Code Table Category {EYC}.		
	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Incident Name] FBI Number
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Incident Name] Hair Color
Notes:		Must be defined in System Code Table Category {HAC}.		
	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Incident Name] Height
	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		[Incident Name] Involvement Type
Notes:		Must be defined in System Code Table Category {INA}.		
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Incident Name] License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Incident Name] State
Notes:		Must be defined in System Code Table Category {STT}.		
	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Incident Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Incident Name] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Incident Name] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Incident Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Incident Name] Suffix
	Phone1	[OPTIONAL] Primary phone number for the person/business		[Incident Name] CA:CT:IL:MI:NI:WI.Business. Phone 1 CA:CT:IL:MI:NI:TX:WI.Perso n.Home Phone
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Incident Name] CA:CT:IL:MI:NI:TX:WI.Busin ess.Phone 2









Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
				CA:CT:IL:MI:NI:TX:WI.Person. Work Phone
	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Incident Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Incident Name] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Incident Name] Race
Notes:		Must be defined in System Code Table Category {RAC}.		
	SBI_Number	[OPTIONAL] State Bureau of Investigation identification number assigned to person identified in current record.		[Incident Name] CA.State ID Number IL:MI:NI.SBI Number TX:WI.SID
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Incident Name] Sex
Notes:		Must be defined in System Code Table Category {SEX}.		
	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Incident Name] CA.Complexion CT:IL:MI:NI:TX:WI.Skin Type
Notes:		Must be defined in System Code Table Category {SKN}.		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Incident Name] SSN
	State	[OPTIONAL] The state/province portion of the address		[Incident Name] State
Notes:		Must be defined in System Code Table Category {STT}.		
	Victim_Offender_Relation	[OPTIONAL] Stores the user-defined code that best represents relationship of the person described in the current record if they are designated a victim and the Offender(s) of the current incident		[Incident Name] Victim Offender Relation
Notes:		Must be defined in System Code Table Category {REL}.		
	Victim_Type	[OPTIONAL] Stores the user-defined code that best represents the type of victim described in the current record.		[Incident Name] Victim Type
		Must be defined in System Code Table Category {VTY}.		
	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Incident Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address		[Incident Name] Zip








Incident Name Bodymarks Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Incident Name BodyMarks			
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only














Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Incident_Name_ID	[REQUIRED] Stores the ID of the Incident_Name (person) whose bodymark this belongs to.		Database Only
	SMT	[OPTIONAL] Stores the scar, mark or tattoo code		[Scars Marks and Tattoos] SMT
	Type_SMT	[OPTIONAL] A sub-type used to further describe the SMT		[Scars Marks and Tattoos] Identification Sub Type
	SMT_Description	[OPTIONAL] Stores a brief description of scar, mark or tattoos on subject.		[Scars Marks and Tattoos] SMT Description
	Description	[OPTIONAL] Text that describes the SMT		[Scars Marks and Tattoos] Description
	Location	[OPTIONAL] The location of the SMT on the body		[Scars Marks and Tattoos] Body Location





Incident Property Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Incident Property			
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Color	[OPTIONAL] Stores the observed color of the current piece of property.		[Incident Property] CA:IL:NI:WI.Color MI.Property Color
 Notes:	Class	[OPTIONAL] Stores the user-defined code that best represents the general category of the current piece of property. Must be defined in System Code Table Category {PRO}.		[Incident Property] Class
	Date_Recovered	[OPTIONAL] Stores the date on which the current piece of property was recovered.		[Incident Property] CA.Date/Time Recovered CT:MI:NI:TX:WI.Date Recovered IL.Date and Time Recovered
	Description	[OPTIONAL] User supplied brief description of the property described in the current record.		[Incident Property] Property Description
	Incident_Name_ID	[OPTIONAL] Stores the ID of the Incident_Name (person) whose property this belongs to.		Database Only

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Make	[OPTIONAL] Stores the make information for the current piece of property.		[Incident Property] Make
	Model	[OPTIONAL] Stores the model information for the current piece of property.		[Incident Property] Model
	Quantity_Si	[OPTIONAL] Stores the number of pieces of property are being described by the current record.		[Incident Property] Quantity
	Serial	[OPTIONAL] Stores the serial number for the current piece of property		[Incident Property] Serial
	Status	[OPTIONAL] Stores the user-defined code that best represents the current physical status for the current piece of property.		[Incident Property] Status
Notes:		Must be defined in System Code Table Category {STATUS}.		
	Value_Mn	[OPTIONAL] Stores the initial value of the property prior to involvement in the current incident.		[Incident Property] CA:CT:NI:TX:WI.Property Value IL.Value

Incident Vehicle Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Incident Vehicle			
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
	Color	[OPTIONAL] Stores the described primary color for the current vehicle.		[Incident Vehicle] Color
	Comments	[OPTIONAL] Stores any additional user freeform observations concerning the current vehicle.		[Incident Vehicle] Comments
	Incident_Name_ID	[OPTIONAL] Stores the ID of the Incident_Name (person) whose vehicle this belongs to.		Database Only
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Make	[OPTIONAL] Stores the user-defined code that best represent the current vehicle's make.		[Incident Vehicle] Make
Notes:		May be defined in System Code Table Category {VMA}.		
	Model	[OPTIONAL] Stores the user-defined code that best represents the model of the current vehicle.		[Incident Vehicle] Model
	Plate_Number	[OPTIONAL] License plate number associated with the vehicle identified in current record.		[Incident Vehicle] License Plate
	Plate_State	[OPTIONAL] Stores the state for which the license plate was issued for the vehicle contained in current record.		[Incident Vehicle] State of Plate
Notes:		Must be defined in System Code Table Category {STT}.		
	Plate_Year	[OPTIONAL] Stores the year of the license plate associated with the current vehicle.		[Incident Vehicle] Year of Plate

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Recovered_Date	[OPTIONAL] Stores the date the current vehicle was recovered.		[Incident Vehicle] When Recovered or Database Only
 Notes:	Recovery_Code	[OPTIONAL] Stores the user-defined code that best describes the relationship between where the current vehicle was stolen and where it was recovered. Must be defined in System Code Table Category {RECVEH}.		[Incident Vehicle] Vehicle Recovery or Database Only
	Recovery_Value	[OPTIONAL] Stores the estimated value of the current vehicle after recovery from the current incident.		[Incident Vehicle] Recovery Value or Database Only
 Notes:	Status	[OPTIONAL] Stores the user-defined code that best represents the current vehicles disposition status. Must be defined in System Code Table Category {SC}.		[Incident Vehicle] Status
	Stored_At	[OPTIONAL] Stores the current location of the vehicle after being impounded.		[Incident Vehicle] Stored At
 Notes:	Style	[OPTIONAL] Stores the user-defined field that best represents the current vehicle's general style. May be defined in System Code Table Category {STY}.		[Incident Vehicle] Style
 Notes:	Vehicle_Type	[OPTIONAL] Stores the vehicle type identifier vehicle contained in current record. Must be defined in System Code Table Category {VT}.		[Incident Vehicle] Vehicle Type
	VIN	[OPTIONAL] Stores the unique Vehicle Identification Number for the current vehicle.		[Incident Vehicle] VIN
	Year	[OPTIONAL] Stores the current vehicles year of manufacture.		[Incident Vehicle] Year
	Address	[OPTIONAL] The vehicle's owner's house number and street name for the address associated with the current record.		[Incident Vehicle] CA:CT:IL:NI:TX:WI.Address MI.1 Address
	Apartment	[OPTIONAL] Stores the vehicle's owner's apartment number for the address associated with the current record.		[Incident Vehicle] Apartment
	Business_Name	[OPTIONAL] Stores the vehicle's owner's name of the business contained in the current record.		[Incident Vehicle] Business Name
	City	[OPTIONAL] Vehicle's owner's city field for address associated with the current record.		[Incident Vehicle] City
	Date_Born	[OPTIONAL] Stores the date of birth of the vehicle's owner contained in the current record.		[Incident Vehicle] Date Born
	Entry_Type	[OPTIONAL] Vehicle owner's Identifier used to determine if current record contains data pertaining to a person or business.		[Incident Vehicle] CT:TX.Person/Business CA:IL:MI:WI.Entry Type
	Master_Name_Link	[OPTIONAL] Used to associate the vehicle owner with theMaster_Name table.		Database Only
	Name_Last	[OPTIONAL] Stores the vehicle's owner's last name identified in the current record.		[Incident Vehicle] Last Name
	Name_First	[OPTIONAL] Stores the vehicle's owner's first name identified in the current record.		[Incident Vehicle] First Name
	Name_Middle	[OPTIONAL] Stores the vehicle's owner's middle name identified in the current record.		[Incident Vehicle] Middle Name

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Name_Suffix	[OPTIONAL] The Suffix such as Jr, III etc. of the vehicle's owner associated with the current record.		[Incident Vehicle] Suffix
	Phone1	[OPTIONAL] Vehicle's Owner's primary phone number Identified in the current record.		[Incident Vehicle] Phone
	Phone2	[OPTIONAL] Alternate phone number vehicle's owner identified in the current record.		[Incident Vehicle] Phone2
	PO_Box	[OPTIONAL] Stores the vehicle's owner's Post Office Box Number associated with the current record.		[Incident Vehicle] PO Box
	SSN	[OPTIONAL] Stores the social security number of the owner of the vehicle contained in the current record.		Database Only
	State	[OPTIONAL] The vehicle's owner's state/province portion of the address associated with the current record. Must be defined in System Code Table Category {STT}.		[Incident Vehicle] State
	Zip	[OPTIONAL] Stores the vehicle's owner's zip code for the address associated with the current record.		[Incident Vehicle] Zip

Incident Narrative Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Incident Narratives			
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
	Jurisdiction	[REQUIRED] Agency-specific identifier used to segregate data in multi-agency installations.		Database Only
	Narrative	[REQUIRED] The incident narrative		[Narrative]
	NarrativeImage	[REQUIRED] Formatted text for the Narrative		[Narrative]
	OfficerDate	[OPTIONAL] The date the officer wrote the Narrative		[Narrative] Date/Time
	OfficerID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Narrative] Officer ID
Note s:	OfficerName	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record. This field description should match the Officer_ID		[Narrative] Officer Name
	SupervisorDate	[OPTIONAL] The date the supervisor reviewed the Narrative		[Narrative] Date/Time

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	SupervisorID	[OPTIONAL] Stores the jurisdiction-specific identification number for the supervising officer		[Narrative] Supervisor ID
<input checked="" type="checkbox"/>	SupervisorName	[OPTIONAL] Stores the name of the police officer associated with the ID entered in the SupervisorID field.		[Narrative] Supervisor Name
<input checked="" type="checkbox"/>	Supplement	[OPTIONAL] Stores whether or not this narrative is the primary narrative or a supplement to the incident		[Narrative] Supplement














Arrest

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.






Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

Arrest Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	Arrest			
<input checked="" type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input checked="" type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input checked="" type="checkbox"/>	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[Arrest] Case Number
Notes:	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Arrest] Arrest Address
	Intersections can be represented using a '/' designator. Example: MAIN ST // SPRING ST			
<input checked="" type="checkbox"/>	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Arrest] Apartment
<input checked="" type="checkbox"/>	Arresting_Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Arrest] CA.Arresting/Holding Officer ID IL.Officer ID 1 WI. Officer_Id 2
<input checked="" type="checkbox"/>	Arresting_Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record.		[Arrest]

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Notes:		This field description should match the Arresting_Officer_ID		Arresting/Holding Officer Name
	Booking_Date	[OPTIONAL] Stores the date the Arrestee was booked		[Arrest] CA:CT:IL:MI.Booking Date TX:WI.Date Booked
	Booking_Officer_ID	[OPTIONAL] Stores the user-defined value for the identification number for the officer booking the arrestee for the current arrest.		[Arrest] Booking Officer ID
	Booking_Officer_Name	[OPTIONAL] Stores the name associated with the ID in the Booking_Officer_Id field.		[Arrest] Booking Officer Name
Notes:		This field description should match the Booking_Officer_ID		
	City	[OPTIONAL] City field for address associated with the current Record.		[Arrest] City
	Date_Arrest	[OPTIONAL] Stores the date the subject was arrested.		[Arrest] Date Arrest
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Reason	[OPTIONAL] Stores the user-defined code that best describes the reason for the arrest.		[Arrest] Reason
Notes:		Must be defined in System Code Table Category {REA}.		
	State	[OPTIONAL]The state/province portion of the address associated with the current record.		[Arrest] State
	Status	[OPTIONAL] Stores the code that best represents the status of the current arrest.		[Arrest] Status
	Transaction_Number	[REQUIRED] Stores the booking or transaction number for the arrest		[Arrest] Transaction Number
	Type_Arrest	[OPTIONAL] Stores user-defined code that best describes the type of arrest performed.		[Arrest] Type Arrest
	Warrant_Number	[OPTIONAL] Stores the warrant number associated to the current arrest.		[Arrest] Warrant Number
	ZIP	[OPTIONAL] Stores the zip code for the address associated with the current record.		[Arrest] Zip

Arrest Charge Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Arrest Charge			
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
	Charge_Code	[OPTIONAL] Stores the charge, penal or statue code.		[Arrest Charge] CA.PC/Charge

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
				TX.Statute
<input type="checkbox"/>	Charge_Code_ Description	[OPTIONAL] Stores a description of the given charge, penal or statute code		[Arrest Charge] Statute Description
<input type="checkbox"/>	Charge_Count	[OPTIONAL] Stores the number of counts associated with the current charge		[Arrest Charge] Counts
<input type="checkbox"/>	Court_Docket	[OPTIONAL] Stores the court docket number.		Database Only
<input type="checkbox"/>	Felony_Misde meanor	[OPTIONAL] Stores the user-defined code that best describes the current charges felony or misdemeanor status		[Arrest Charge] Fel/Mis
Notes:		May be defined in System Code Table Category {LEV}.		
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/>	Transaction_N umber	[REQUIRED] Stores the booking or transaction number for the arrest		Database Only
<input type="checkbox"/>	UCR_Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record.		[Arrest Charge] CA.Code CT:IL:MI:TX:WI.UCR Code
<input type="checkbox"/>	UCR_Code_De scription	[OPTIONAL] Stores Uniform Crime Reporting description. Populated from UCR_Code.		[Arrest Charge] CA:IL:TX.Offense Description CT.Statute Description MI.UCR Code Description WI.UCR Description

Arrest Name Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Arrest Name			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Arrest Name] Address
<input type="checkbox"/>	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Arrest Name] Age
<input type="checkbox"/>	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Arrest Name] Apartment
<input type="checkbox"/>	Business_Nam e	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Arrest Name] Business Name
<input type="checkbox"/>	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		[Arrest Name] Cell Phone
<input type="checkbox"/>	City	[OPTIONAL] City field for address associated with the current record.		[Arrest Name] City
<input type="checkbox"/>	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Date Born

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Arrest Name] Entry Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Ethnicity
Notes:		Must be defined in System Code Table Category {ETH}.		
	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Arrest Name] Eye Color
Notes:		Must be defined in System Code Table Category {EYC}.		
	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Arrest Name] FBI Number
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Arrest Name] Hair Color
Notes:		Must be defined in System Code Table Category {HAC}.		
	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Arrest Name] Height
	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		[Arrest Name] Involvement Type
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Arrest Name] License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Arrest Name] State
	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Arrest Name] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Arrest Name] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Arrest Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Arrest Name] Suffix
	Phone1	[OPTIONAL] Main phone number for the person/business		[Arrest Name] CA:CT:MI:TX:WI.Phone IL.Home Phone
	Phone2	[OPTIONAL] Additional phone number for the person/business		Database Only
	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Arrest Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Arrest Name] PO Box

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Arrest Name] Race
Notes:		Must be defined in System Code Table Category {RAC}.		
<input checked="" type="checkbox"/>	SBI_Number	[OPTIONAL] State Bureau of Investigation identification number assigned to person identified in current record.		[Arrest Name] SBI Number
<input checked="" type="checkbox"/>	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Arrest Name] Sex
Notes:		Must be defined in System Code Table Category {SEX}.		
<input checked="" type="checkbox"/>	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		Database Only
Notes:		Must be defined in System Code Table Category {SKN}.		
<input checked="" type="checkbox"/>	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Arrest Name] SSN
<input checked="" type="checkbox"/>	State	[OPTIONAL] The state/province portion of the address		[Arrest Name] State
Notes:		Must be defined in System Code Table Category {STT}.		
<input checked="" type="checkbox"/>	Transaction_N umber	[REQUIRED] Stores the booking or transaction number for the arrest		Database Only
<input checked="" type="checkbox"/>	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Arrest Name] Weight
<input checked="" type="checkbox"/>	Zip	[OPTIONAL] Stores the zip code for the address		[Arrest Name] Zip

Warrant

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

Warrant Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	Warrant			
<input checked="" type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input checked="" type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[Warrant] Associated Case Number
	Associated_Num	[OPTIONAL] Stores additional user defined warrant tracking number		[Warrant] Num - 1
	Associated_Num_Type1	[OPTIONAL] Stores user defined code that best describes the additional tracking identifier stores in Associated_Num and associated with the current warrant		[Warrant] Number Type 1
Notes:		Must be defined in System Code Table Category {WARRANTNUMBERTY}.		
	Bail_Amount	[OPTIONAL] Stores the summation of all bonds for all charges associated with the current warrant		[Warrant] Total Bond Amount
	Date_Issued	[OPTIONAL] Stores the date the current warrant was originally issued		[Warrant] Date Issued
	Date_Received	[OPTIONAL] Stores the date the current warrant was received by the current agency		[Warrant] Date Received
	Date_Served	[OPTIONAL] Stores the date the warrant was served to the subject		[Warrant] Date Served
	Expire_Date	[OPTIONAL] Stores the date of expiration for the current warrant		[Warrant] Expire Date
	How_Received	[OPTIONAL] Stores the user defined code that best represents how the current warrant was received by the agency		[Warrant] How Received
Notes:		Must be defined in System Code Table Category {WHR}.		
	How_Served	[OPTIONAL] Stores the user defined code that best represents how the current warrant was served on the subject		[Warrant] How Served
Notes:		Must be defined in System Code Table Category {WHW}.		
	Issued_By	[OPTIONAL] Stores the name of the entity issuing the warrant		[Warrant] Issued By
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Warrant] Officer ID
	Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record.		[Warrant] Officer Name
Notes:		This field description should match the Officer_ID		
	Warrant_Inactive	[OPTIONAL] Indicates the current warrant is no longer active		[Warrant] Warrant Inactive
	Warrant_Number	[REQUIRED] Jurisdiction specific identifier used to uniquely identify the current warrant		[Warrant] Warrant Number
	Warrant_Served	[REQUIRED] Indicates the current warrant was successfully served on the subject		[Warrant] Warrant Served
	Warrant_Type	[OPTIONAL] Stores the user defined code that best represents the general category the current warrant falls under		[Warrant] Warrant Type
Notes:		Must be defined in System Code Table Category {WTY}.		













Warrant Charge Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Warrant Charge			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Case_Number	[OPTIONAL] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
<input type="checkbox"/>	Disposition_Code	[OPTIONAL] Stores the user defined code that best represents the current status of the warrant with respect to the current charge		[Warrant Charge] Disposition Code
<input type="checkbox"/>	Disposition	[OPTIONAL] Stores the description for the code stored in Disposition_Code		[Warrant Charge] Disposition
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/>	Offense_Code	[OPTIONAL] Stores the statute that best represents the offense associated with this charge		[Warrant Charge] Offense Code
<input type="checkbox"/>	Offense_Date	[OPTIONAL] Stores the date on which the current offense occurred		[Warrant Charge] Offense Date
<input type="checkbox"/>	Offense_Description	[OPTIONAL] Stores the description of the value stored in the Offense_Code field		[Warrant Charge] Offense Description
<input type="checkbox"/>	Warrant_Number	[REQUIRED] Stores the number issued to the warrant.		Database Only
<input type="checkbox"/>	UCR_Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record.		[Warrant Charge] UCR Code
<input type="checkbox"/>	UCR_Code_Description	[OPTIONAL] Stores the description for the value stored in the UCR_Code field		[Warrant Charge] UCR Code Description Charge






Warrant Name Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Warrant Name			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Warrant Name] Address
<input type="checkbox"/>	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Warrant Name] Age
<input type="checkbox"/>	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Warrant Name] Apartment
<input type="checkbox"/>	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Warrant Name] Business Name
<input type="checkbox"/>	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		Database Only
<input type="checkbox"/>	City	[OPTIONAL] City field for address associated with the current record.		[Warrant Name] City

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Warrant Name] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Warrant Name] Entry Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Warrant Name] Ethnicity
Notes:		Must be defined in System Code Table Category {ETH}.		
	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Warrant Name] Eye Color
Notes:		Must be defined in System Code Table Category {EYC}.		
	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Warrant Name] FBI #
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Warrant Name] Hair Color
Notes:		Must be defined in System Code Table Category {HAC}.		
	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Warrant Name] Height
	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		[Warrant Name] Involvement Type
Notes:		Must be defined in System Code Table Category {INA}.		
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Warrant Name] License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Warrant Name] State
Notes:		Must be defined in System Code Table Category {STT}.		
	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Warrant Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Warrant Name] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Warrant Name] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Warrant Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Warrant Name] Suffix
	Phone1	[OPTIONAL] Main phone number for the person/business		[Warrant Name] Phone 1

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Warrant Name] Phone 2
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Warrant Name] Place of Birth
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Warrant Name] PO Box
Notes:		Must be defined in System Code Table Category {RAC}.		
	SBI_Number	[OPTIONAL] State Bureau of Investigation identification number assigned to person identified in current record.		[Warrant Name] Race
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Warrant Name] State #
Notes:		Must be defined in System Code Table Category {SEX}.		
	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Warrant Name] Sex
Notes:		Must be defined in System Code Table Category {SKN}.		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		Database Only
	State	[OPTIONAL] The state/province portion of the address		[Warrant Name] SSN
Notes:		Must be defined in System Code Table Category {STT}.		
	Warrant_Num ber	[REQUIRED] Stores the number issued to the warrant.		Database Only
	Warr_Submitte d	[OPTIONAL] Indicates that warrant has been submitted.		Database Only
	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Warrant Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address		[Warrant Name] Zip

Warrant Service Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Warrant Service			
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Action	[OPTIONAL] Stores the user defined code that best represents the latest action taken in regards to the current warrant		[Warrant Service] Action
Notes:		Must be defined in System Code Table Category {WARRANTACTION}.		
	Action_Date	[OPTIONAL] Stores the date the latest action taken		[Warrant Service] Action Date

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	Attempt_Comment	[OPTIONAL] Stores a brief freeform comment concerning the current service attempt		[Warrant Service] Comments
<input checked="" type="checkbox"/>	Attempt_Date	[OPTIONAL] Stores the date the current service attempt was performed		[Warrant Service] Attempt Date
<input checked="" type="checkbox"/>	Attempt_Location	[OPTIONAL] Stores location information on where the officer attempted to serve the current warrant		[Warrant Service] Location Of Attempt
<input checked="" type="checkbox"/>	Attempt_Status	[OPTIONAL] Stores the user defined code that best represents the status of the current service attempt		[Warrant Service] Status
Notes:		Must be defined in System Code Table Category {WARRANTSTATUS}.		
<input checked="" type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input checked="" type="checkbox"/>	Officer_Id	[OPTIONAL] Stores the jurisdiction specific identification number for the officer charged with serving the current warrant.		[Warrant Service] Officer Id
<input checked="" type="checkbox"/>	Officer_Name	[OPTIONAL] Stores the name of the police officer charged with serving the current warrant.		[Warrant Service] Officer Name
<input checked="" type="checkbox"/>	Process	[OPTIONAL] Stores the user defined code that best represent the current processing status of the current warrant		[Warrant Service] Process
Notes:		Must be defined in System Code Table Category {WARRANTPROCESS}.		
<input checked="" type="checkbox"/>	Warrant_Number	[REQUIRED] Stores the number issued to the warrant.		Database Only

Masters



The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.





MasterName Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	Master_Name			
<input checked="" type="checkbox"/>	Master_Name_Link	[REQUIRED] A Unique ID that is used by other modules to reference a Master_Name.		Database Only
<input checked="" type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
<input checked="" type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Master Name] Address
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Master Name] Apartment
	Business_Nam e	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Master Name] Business Name
	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		[Master Name] Cell Phone
	City	[OPTIONAL] City field for address associated with the current record.		[Master Name] City
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Master Name] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Master Name] Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Master Name] Ethnicity
Notes:		Must be defined in System Code Table Category {ETH}.		
	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Master Name] Eye Color
Notes:		Must be defined in System Code Table Category {EYC}.		
	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Master Name] FBI Number
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Master Name] Hair Color
Notes:		Must be defined in System Code Table Category {HAC}.		
	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Master Name] Height
	License_Numb er	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Master Name] License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Master Name] State
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Master Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Master Name] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Master Name] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Master Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Master Name] Suffix
	Phone1	[OPTIONAL] Primary phone number for the person/business		[Master Name] CA:CT:IL:MI:NI:WI.Business. Phone 1



Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
				CA:CT:IL:MI:NI:TX:WI.Perso n.Home Phone
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Master Name] CA:CT:IL:MI:NI:TX:WI.Busin ess.Phone 2 CA:CT:IL:MI:NI:TX:WI.Perso n.Work Phone
	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Master Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Master Name] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Master Name] Race
Notes:		Must be defined in System Code Table Category {RAC}.		
	SBI_Number	[OPTIONAL] State Bureau of Investigation identification number assigned to person identified in current record.		[Master Name] SBI Number (State ID)
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Master Name] Sex
Notes:		Must be defined in System Code Table Category {SEX}.		
	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Master Name] Skin Type
Notes:		Must be defined in System Code Table Category {SKN}.		
	SMT_Yes_No	[OPTIONAL] Indicates there is at least one SMT in the Master_Name_BodyMarks table for this peron.		[[Database Only]
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Master Name] SSN
	State	[OPTIONAL] The state/province portion of the address		[Master Name] State
Notes:		Must be defined in System Code Table Category {STT}.		
	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Master Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address		[Master Name] Zip

MasterNameAlias Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Master_Name_Alias			
	Master_Name_Link	[REQUIRED] A referenc back to the Master_Name table		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Alias Records] Address
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Alias Records] Apartment

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Business_Nam e	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Alias Records] Business Name
	City	[OPTIONAL] City field for address associated with the current record.		[Alias Records] City
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Alias Records] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Alias Records] Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Alias Records] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Alias Records] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Alias Records] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Alias Records] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Alias Records] Suffix
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Alias Records] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Alias Records] Race
Notes:		Must be defined in System Code Table Category {RAC}.		
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Alias Records] Sex
Notes:		Must be defined in System Code Table Category {SEX}.		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Alias Records] SSN
	State	[OPTIONAL] The state/province portion of the address		[Alias Records] State
Notes:		Must be defined in System Code Table Category {STT}.		
	Zip	[OPTIONAL] Stores the zip code for the address		[Alias Records] Zip

Master Name Alerts Mapping

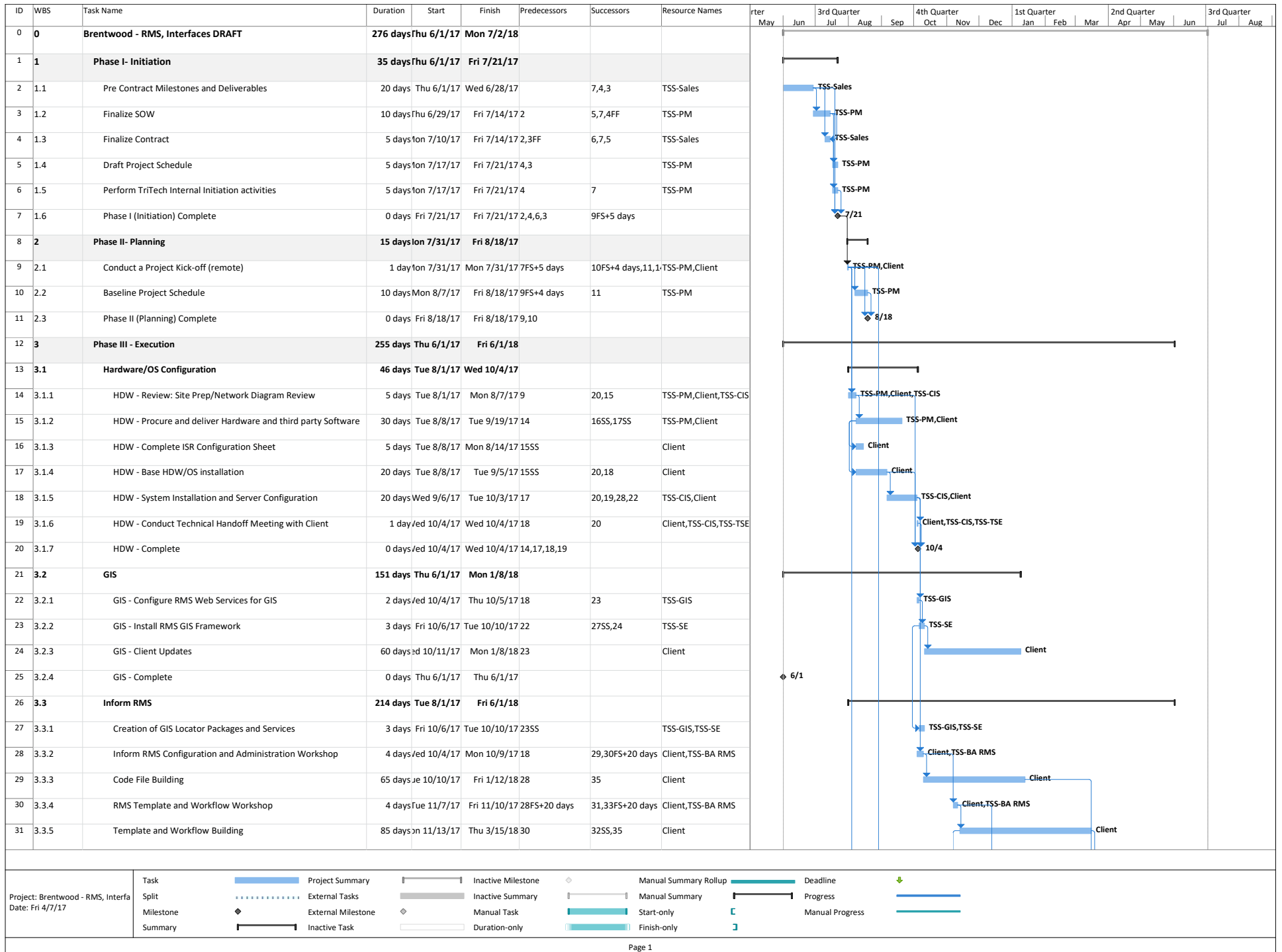
Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Master_Name_MN_Alert			
	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only

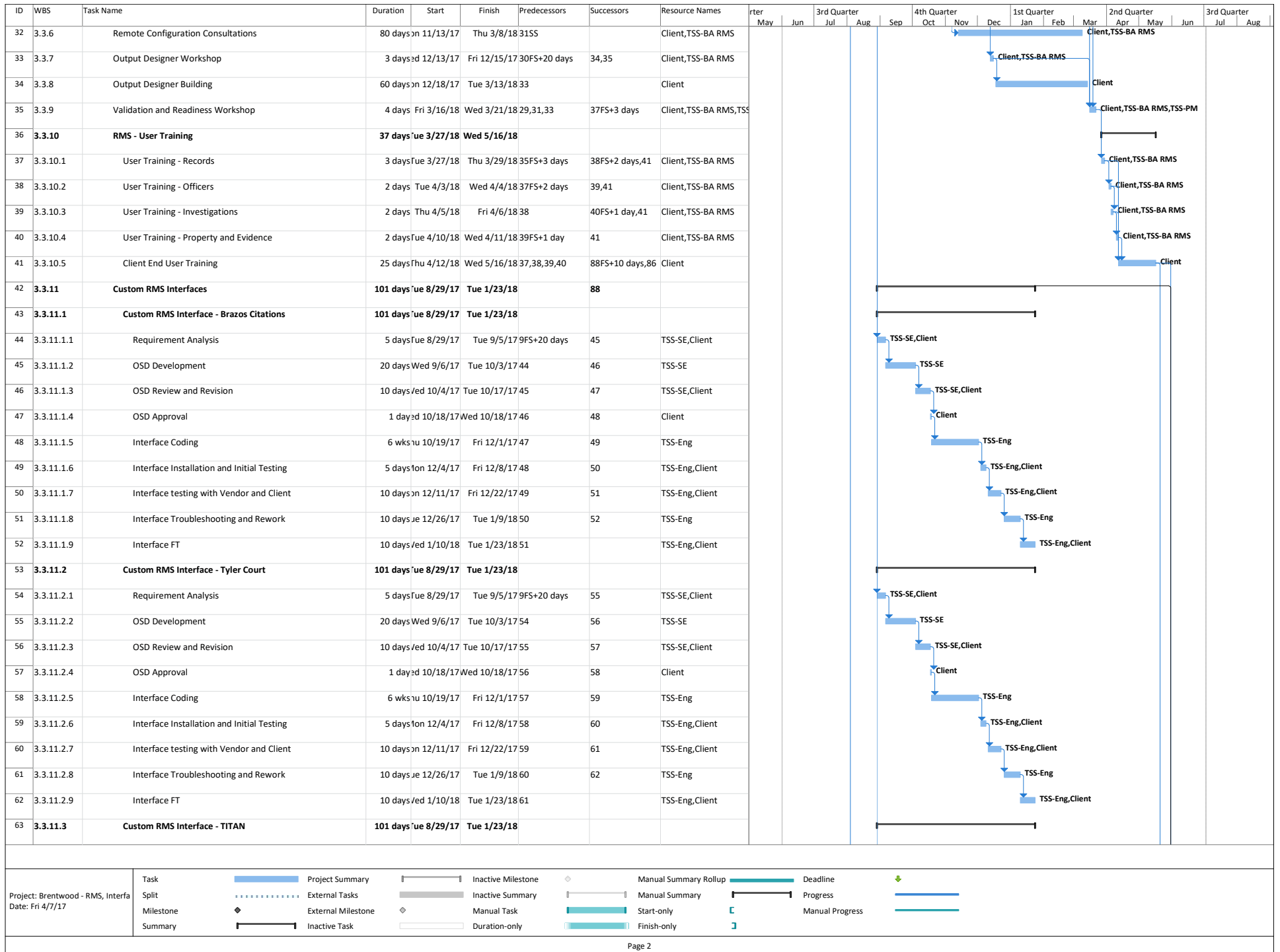
Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only
	Master_Name_Link	[REQUIRED] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	MN_Alert	[REQUIRED] The title of the alert		[Name Alerts] Alert Title
	Alert_Narr	[REQUIRED] Text describing the alert		[Name Alerts]

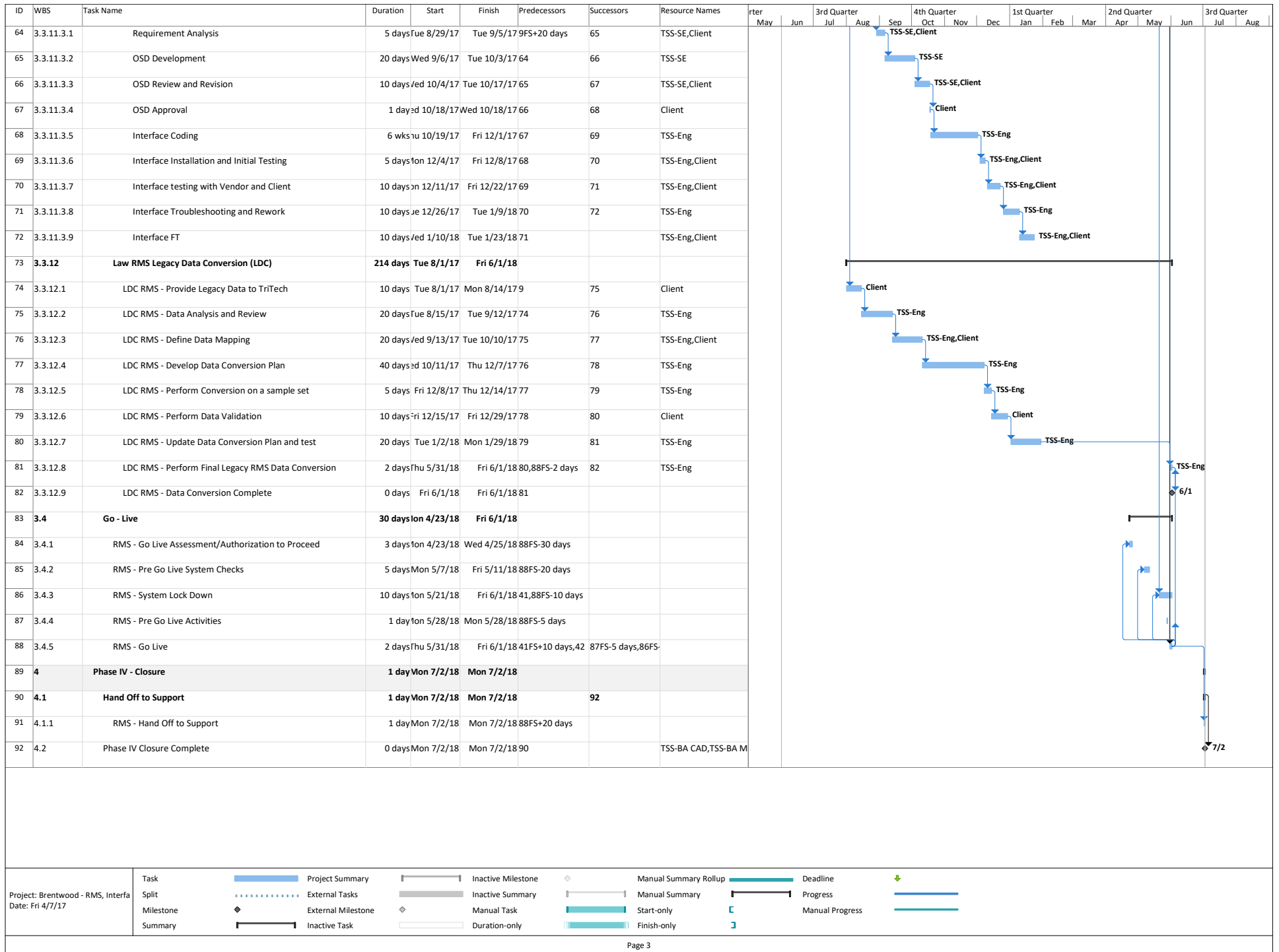
Master Name BodyMarks Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Master_Name_BodyMarks			
	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only
	Master_Name_Link	[REQUIRED] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	SMT	[OPTIONAL] The type of SMT (Birthmark, scar, tattoo, etc.)		[Scars Marks and Tattoos] SMT
Notes:		Must be defined in image Code Table Category {SMT}.		
	Type_SMT	[OPTIONAL] Provides further identification for the SMT type.		[Scars Marks and Tattoos] Identification Sub Type
Notes:		Must be defined in image Code Table. Category is dependent on SMT value{ ABP, MCD, MDI, PO, TATTOO}		
	SMT_Description	[OPTIONAL] The full description of the SMT		[Scars Marks and Tattoos] SMT Description
	Description	[OPTIONAL] A description of the SMT		[Scars Marks and Tattoos] Description
	Location	[OPTIONAL] The location on the body where the SMT is located		[Scars Marks and Tattoos] Body Location
Notes:		Must be defined in image Code Table Category {BOD}.		

Initial Draft Project Schedule







RESOLUTION 2017-34

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND TRITECH SOFTWARE SYSTEMS DATED AUGUST 22, 2016, TO PROVIDE FOR THE PURCHASE, INSTALLATION AND SUPPORT OF RECORDS MANAGEMENT SOFTWARE FOR THE BRENTWOOD POLICE DEPARTMENT, A COPY OF SAID AMENDMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an amendment to the agreement by and between the City of Brentwood and Tritech Software Systems dated August 22, 2016, to provide for the purchase, installation and support of records management software for the Brentwood Police Department, a copy of said amendment being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

ADOPTED: 5/22/2017

Deborah Hedgepath
RECORDER Deborah Hedgepath

Jill Burgin
MAYOR Jill Burgin

Approved as to form:

Roger A. Horner
CITY ATTORNEY Roger A. Horner

AMENDMENT ONE TO SYSTEM PURCHASE AGREEMENT

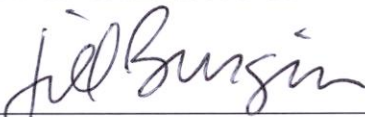
This Amendment One (this "Amendment") to the System Purchase Agreement entered into between TriTech Software Systems and the City of Brentwood, TN dated August 22, 2016 (the "Agreement") is effective as of the last date of signature below. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall control.


NOW, THEREFORE, the Parties agree as follows:

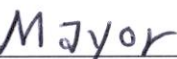
1. The City of Brentwood ("Client") desires to purchase, and TriTech desires to provide the additional TriTech Software licenses, services, and applicable equipment for implementation of Inform RMS and Inform FBR, and applicable Interfaces listed in Exhibit 1 Pricing and Payment Milestones.
2. TriTech will implement the TriTech Software and provide the Services as defined in the Statement of Work attached hereto as Exhibit 2.
3. The TriTech Software licenses to be implemented under this Amendment shall be granted in accordance with the Software License provisions of the Agreement.
4. Software support for the TriTech Software to be implemented under this Amendment shall be provided in accordance with the provisions of Addendum E TriTech Software Support Terms, of the Agreement.

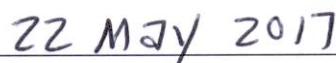
EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF BRENTWOOD


Accepted By (Signature)


Printed Name


Title


Date

TRITECH SOFTWARE SYSTEMS


Accepted By (Signature)

Blake Clark
Printed Name

Chief Financial Officer
Title

19 May 2017
Date

EXHIBIT 1

PRICING AND PAYMENT MILESTONES

Unless otherwise indicated as “**Open Market**”, pricing for TriTech’s Software and Services is based on TriTech’s GSA Schedule #GS-35FG-0006U.

TriTech Software License Fee(s)

SIN #	Product Code	Inform RMS Software License Fee(s)	Unit Price	Qty	Total Price
132-33 SW License	IN-SW-180005-001	Inform RMS v4.6+ Server Software (A - 1-50 Users)	\$13,725.00	1	\$13,725.00
132-33 SW License	IN-SW-180033-001	Inform RMS v4.6+ User	\$1,431.00	12	\$17,172.00
132-33 SW License	IN-SW-130007-001	Inform FBR v4.6+ User	\$823.50	15	\$12,352.50
132-33 SW License	IN-SW-180013-001	Inform RMS v4.6+ Accident	\$11,761.20	1	\$11,761.20
132-33 SW License	IN-SW-180032-001	Inform RMS v4.6+ Barcode Handheld Reader Software	\$1,552.50	1	\$1,552.50
132-33 SW License	IN-SW-180015-001	Inform RMS v4.6+ Evidence and Barcoding	\$11,763.00	1	\$11,763.00
132-33 SW License	IN-SW-190108-001	NCIC/State Software Position Inform RMS or Jail v4.6+	\$450.00	6	\$2,700.00
Inform RMS Software License Fee(s) Subtotal:					\$71,026.20

Open Market – Current Client Inform Suite Discount: (\$-17,500.00)

TriTech Software License Fee(s) Total: \$53,526.20

TriTech Implementation Service Fee(s)

SIN #	Product Code	RMS Implementation Service Fee(s)	Unit Price	Qty	Total Price
132-50 Training	IN-SV-190092-001	Inform RMS v4.6+ Case Management End User Training (1 day)	\$1,260.00	1	\$1,260.00
132-51 IT Professional Services	IN-SV-180023-001	Inform RMS & Jail v4.6+ Server Installation and Configuration	\$3,780.00	1	\$3,780.00
132-51 IT Professional Services	IN-SV-180021-001	Inform RMS v4.6+ Position Installation (up to 5 workstations)	\$2,835.00	1	\$2,835.00
132-51 IT Professional Services	IN-SV-180024-001	Onsite Go Live Support Services for Inform RMS v4.6+ (1 person, 2 days, single shift)	\$5,670.00	1	\$5,670.00
132-51 IT Professional Services	IN-SV-100049-001	Remote Implementation Services for RMS v4.6+ Address Validation and PinMapping	\$1,620.00	1	\$1,620.00
132-51 IT Professional Services	IN-SV-180009-001	Inform RMS v4.6+ 3-Day Workshop and Consultation	\$5,670.00	1	\$5,670.00
Inform RMS Implementation Service Fee(s) Subtotal:					\$20,835.00
TriTech Implementation Service Fee(s) Total:					\$20,835.00

Custom Interface(s)

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
Open Market Product	CUSTOMPRODUCT	Brentwood Citation Publisher Interface - Brazos	\$14,000.00	1	\$14,000.00
Open Market Product	CUSTOMPRODUCT	Brentwood Court Interface - Tyler Technologies	\$21,000.00	1	\$21,000.00
Open Market Product	CUSTOMPRODUCT	Open Market - TITAN Interface	\$20,000.00	1	\$20,000.00
Custom Interface(s) Total:					\$55,000.00

Project Related Fee(s)

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
132-51 IT Professional Services	IN-SV-190002-001	Inform Project Management Services	\$157.50	338	\$53,235.00
Open Market Product	IN-SV-190035-001	Travel Expenses – Billed as Incurred	\$25,025.00	1	\$25,025.00
132-50 Training	IN-SV-190010-001	Inform Report Writing Training (3 days)	\$3,780.00	1	\$3,780.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS 4 -Day Configuration and Administration Workshop (Onsite)	\$5,600.00	1	\$5,600.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS 4 -Day Template and Workflow Workshop (Onsite)	\$5,600.00	1	\$5,600.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS 4 -Day Validation and Readiness Workshop (Onsite)	\$5,600.00	1	\$5,600.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS Output Designer Workshop 3 Day	\$4,200.00	1	\$4,200.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS User Training - Field Officers (2 Days Onsite)	\$2,800.00	1	\$2,800.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS User Training - Investigations (2 Days Onsite)	\$2,800.00	1	\$2,800.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Inform RMS User Training - Property and Evidence Training (2 Days Onsite)	\$2,800.00	1	\$2,800.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Two (2) Hour Remote Configuration and Consultation session	\$700.00	5	\$3,500.00
Open Market Product	CUSTOMPRODUCT	Open Market – Full Data Conversion	\$49,000.00	1	\$49,000.00
Project Related Fee(s) Total:					\$163,940.00

Third Party Equipment

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Barcode Industrial Portable Data Terminal	\$1,215.00	1	\$1,215.00
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Barcode PolyPro Labels 4" x 2", 1110 labels per roll (4 rolls per case)	\$195.04	1	\$195.04
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Barcode Printer Resin Ribbon (12)	\$169.20	1	\$169.20
Open Market Product	CUSTOMPRODUCT	OPEN MARKET - Barcode TB Zebra, GK420T, Printers, 4" Print Width	\$795.00	1	\$795.00
Equipment Total:					\$2,374.24

Project Total: \$295,675.44

Annual Software Support Fee(s) (Year 1)

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
132-33 SW License	IN-SW-180032-001-M-8	Inform RMS v4.6+ Barcode Handheld Reader Software formerly RMS Bar Code Handheld Client License - Maintenance 8x5	\$279.45	1	\$279.45
132-33 SW License	IN-SW-180015-001-M-8	Inform RMS v4.6+ Evidence and Barcoding - Maintenance 8x5	\$2,117.34	1	\$2,117.34
132-33 SW License	IN-SW-180005-001-M-8	Inform RMS v4.6+ Server Software (A - 1-10 Users) - Maintenance 8x5	\$2,470.50	1	\$2,470.50
132-33 SW License	IN-SW-180033-001-M-8	Inform RMS v4.6+ User - Maintenance 8x5	\$257.58	12	\$3,090.96
Open Market Product	CUSTOMPRODUCT	Annual Maintenance - Brentwood Citation Publisher Interface	\$2,520.00	1	\$2,520.00
Open Market Product	CUSTOMPRODUCT	Annual Maintenance - Brentwood Court Interface	\$3,780.00	1	\$3,780.00
Open Market Product	CUSTOMPRODUCT	Annual Maintenance - Inform FBR User	\$148.23	15	\$2,223.45
Open Market Product	CUSTOMPRODUCT	Annual Maintenance - Inform RMS Accident	\$2,117.02	1	\$2,117.02
Open Market Product	CUSTOMPRODUCT	Annual Maintenance - NCIC/State Software Inform RMS Concurrent User	\$81.00	6	\$486.00
Open Market Product	CUSTOMPRODUCT	Annual Maintenance - TITAN Interface	\$3,600.00	1	\$3,600.00

Annual Software Support Fee(s) (Year 1) Total: \$22,684.72
Annual Software Support Fee(s) (Year 1) Total Discount: (\$22,684.72)

Amendment Price Summary

Inform RMS and FBR Software	\$53,526.20
Inform RMS and FBR Implementation Services	\$20,835.00
Custom Interfaces	\$55,000.00
Project Related Fees	\$163,940.00
Equipment	\$2,374.24
Project Total	\$295,675.44

Payment Milestones:

25%	Due at Contract Signature	\$67,069.05
25%	Due at Installation of Inform RMS Server Software	\$67,069.05
25%	Due at Completion of Pre-Go Live End User Training	\$67,069.05
25%	Due at Go Live	\$67,069.05
	Travel Estimate - Billed as Incurred	\$25,025.00
100%	Equipment due at time of TriTech order from Vendor	\$2,374.24
	Project Total	\$295,675.44

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Resolution 2017-35 - Interlocal Agreement with Brentwood Emergency Communications District (ECD) for Funding of Equipment, Programs and Projects

Submitted by: Karen Harper, Finance

Department: Finance

Information

Subject

Resolution 2017-35 - Interlocal Agreement between Brentwood Emergency Communications District (ECD) and City of Brentwood for funding of equipment, programs and projects by the City and the ECD for the ECD's purpose.

Background

As you know, the Brentwood Emergency Communications District (ECD) is a separate legal entity. The attached inter-local agreement between the City of Brentwood and the ECD provides the authority for either party to transfer funds to the other party for use in purchasing equipment, employing personnel or carrying out programs or projects that will assist the ECD in fulfilling its purpose.

The FY 2017 Capital Improvements Plan included a project to replace the 911 Center's computer aided dispatch system. To fund this project, the ECD will transfer \$750,000 in available cash reserves to the City's Capital Projects Fund. Recently, Finance Department staff was informed by the State ECD Board that an inter-local agreement is necessary before the ECD can legally transfer funds to another government entity. Once this agreement is in place, it is intended that \$750,000 will be transferred from the ECD Fund to the City's Capital Projects Fund for the purchase of the new computer-aided dispatch software. The agreement will also allow any future transfers between the two entities, provided that the transfer is in furtherance of the ECD's purposes.

Staff Recommendation

Staff recommends passage of the resolution authorizing the Mayor to sign the interlocal agreement as submitted.

Fiscal Impact

Attachments

Resolution 2017-35
Interlocal Agreement

Signed Resolution

RESOLUTION 2017-35

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF
BRENTWOOD AND THE BRENTWOOD EMERGENCY COMMUNICATIONS
DISTRICT FOR FUNDING OF EQUIPMENT, PROGRAMS AND PROJECTS BY THE
CITY AND THE ECD THAT ARE IN FURTHERANCE OF THE ECD'S PURPOSE, A
COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF
THIS RESOLUTION BY REFERENCE**

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and the Brentwood Emergency Communications District (the "ECD") for funding of equipment, programs and projects by the City and the ECD that are in furtherance of the ECD's purpose, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER Deborah Hedgepath

CITY ATTORNEY Roger A. Horner

**INTERLOCAL AGREEMENT BETWEEN
BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT
AND
THE CITY OF BRENTWOOD, TENNESSEE**

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to *Tenn. Code Ann.*, § 12-9-104, by and between the **BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT**, (hereinafter referred to as "ECD"), a public agency created and established pursuant to *Tenn. Code Ann.*, § 7-86-101, *et seq.*, and the **CITY OF BRENTWOOD, TENNESSEE**, (hereinafter referred to as "City"), a Tennessee municipal corporation.

WHEREAS, the ECD was created and established by the City in 2002, as set forth in Chapter 24, Article III of the Brentwood Municipal Code (hereinafter, "the Code") and under the authority granted by T.C.A. § 7-86-101 *et seq.*; and

WHEREAS, the purpose of the ECD, as provided in section 24-51 of the Code, is to provide for the public's health, safety and welfare through effective and efficient emergency communications services which will result in saving of life, prevention and mitigation of injuries, reduction in the destruction of property, and quicker apprehension of criminals; and

WHEREAS, the ECD provides a system of emergency communications whereby callers dialing 9-1-1 are immediately connected to a public safety answering point for quick and efficient notification of the appropriate emergency responders; and

WHEREAS, the ECD consists of all territory within the corporate limits of the city, including any and all territory annexed into the corporate limits; and

WHEREAS, pursuant to section 24-52 of the Code, the City's Board of Commissioners is designated as the Board of Directors for the ECD, with the terms of the members of the ECD Board of Directors running concurrently with their terms as members of the City's Board of Commissioners; and

WHEREAS, ECD operations are funded through an emergency telephone service charge on all service users, with proceeds distributed to the ECD as provided by statute, but the ECD may also receive funds through other sources, including the appropriation of funds by the City to the ECD to assist in the establishment, operations and maintenance of the ECD; and

WHEREAS, it is likewise desirable that the ECD be permitted to appropriate funds to the City for use by the City in purchasing equipment, employing personnel or carrying out programs or projects that will assist the ECD in fulfilling its purpose; and

WHEREAS, execution of this Interlocal Agreement has been authorized by appropriately adopted resolutions of both the ECD and the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Purpose. This Agreement provides for funding of equipment, programs and projects by the City and the ECD that are in furtherance of the ECD's purpose, as set forth in section 24-51 of the Code.

2. Transfers of funds. Either party hereto may transfer funds to the other party for use in purchasing equipment, employing personnel or carrying out programs or projects that will assist the ECD in fulfilling its purpose. Such transfer of funds may be carried out pursuant to appropriations approved by the respective board of the City or the ECD, and no further agreement or governing body authorization shall be necessary.

3. Duration. This Agreement shall take effect immediately upon execution and shall remain in effect for as long as the City's Board of Commissioners is designated as the Board of Directors for the ECD.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the ____ day of _____, 2017.

**BRENTWOOD EMERGENCY
COMMUNICATIONS DISTRICT**

CITY OF BRENTWOOD, TENNESSEE

Chairman
Pursuant to Resolution ECD-2017-_____

Mayor
Pursuant to Resolution 2017-_____

RESOLUTION 2017-35

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND THE BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT FOR FUNDING OF EQUIPMENT, PROGRAMS AND PROJECTS BY THE CITY AND THE ECD THAT ARE IN FURTHERANCE OF THE ECD'S PURPOSE, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and the Brentwood Emergency Communications District (the "ECD") for funding of equipment, programs and projects by the City and the ECD that are in furtherance of the ECD's purpose, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

ADOPTED: 5/22/2017

Deborah Hedgepath
RECORDER Deborah Hedgepath

MAYOR

Jill Burgin
Jill Burgin

Approved as to form:

Roger A. Horner
CITY ATTORNEY Roger A. Horner

**INTERLOCAL AGREEMENT BETWEEN
BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT
AND
THE CITY OF BRENTWOOD, TENNESSEE**

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to *Tenn. Code Ann.*, § 12-9-104, by and between the **BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT**, (hereinafter referred to as "ECD"), a public agency created and established pursuant to *Tenn. Code Ann.*, § 7-86-101, *et seq.*, and the **CITY OF BRENTWOOD, TENNESSEE**, (hereinafter referred to as "City"), a Tennessee municipal corporation.

WHEREAS, the ECD was created and established by the City in 2002, as set forth in Chapter 24, Article III of the Brentwood Municipal Code (hereinafter, "the Code") and under the authority granted by T.C.A. § 7-86-101 *et seq.*; and

WHEREAS, the purpose of the ECD, as provided in section 24-51 of the Code, is to provide for the public's health, safety and welfare through effective and efficient emergency communications services which will result in saving of life, prevention and mitigation of injuries, reduction in the destruction of property, and quicker apprehension of criminals; and

WHEREAS, the ECD provides a system of emergency communications whereby callers dialing 9-1-1 are immediately connected to a public safety answering point for quick and efficient notification of the appropriate emergency responders; and

WHEREAS, the ECD consists of all territory within the corporate limits of the city, including any and all territory annexed into the corporate limits; and

WHEREAS, pursuant to section 24-52 of the Code, the City's Board of Commissioners is designated as the Board of Directors for the ECD, with the terms of the members of the ECD Board of Directors running concurrently with their terms as members of the City's Board of Commissioners; and

WHEREAS, ECD operations are funded through an emergency telephone service charge on all service users, with proceeds distributed to the ECD as provided by statute, but the ECD may also receive funds through other sources, including the appropriation of funds by the City to the ECD to assist in the establishment, operations and maintenance of the ECD; and

WHEREAS, it is likewise desirable that the ECD be permitted to appropriate funds to the City for use by the City in purchasing equipment, employing personnel or carrying out programs or projects that will assist the ECD in fulfilling its purpose; and

WHEREAS, execution of this Interlocal Agreement has been authorized by appropriately adopted resolutions of both the ECD and the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

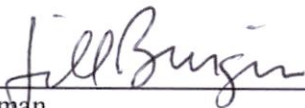
1. Purpose. This Agreement provides for funding of equipment, programs and projects by the City and the ECD that are in furtherance of the ECD's purpose, as set forth in section 24-51 of the Code.

2. Transfers of funds. Either party hereto may transfer funds to the other party for use in purchasing equipment, employing personnel or carrying out programs or projects that will assist the ECD in fulfilling its purpose. Such transfer of funds may be carried out pursuant to appropriations approved by the respective board of the City or the ECD, and no further agreement or governing body authorization shall be necessary.

3. Duration. This Agreement shall take effect immediately upon execution and shall remain in effect for as long as the City's Board of Commissioners is designated as the Board of Directors for the ECD.

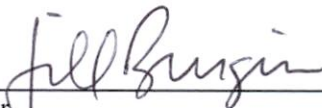
IN WITNESS WHEREOF, the parties have executed this Agreement on this the ____ day of _____, 2017.

**BRENTWOOD EMERGENCY
COMMUNICATIONS DISTRICT**



Chairman
Pursuant to Resolution ECD-2017- 02

CITY OF BRENTWOOD, TENNESSEE



Mayor
Pursuant to Resolution 2017- 35

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Resolution 2017-36 - Authorizing Amendment No. 4 to Agreement with TDOT for Improvements to Franklin Road from Concord Road to South of Moores Lane

Submitted by: Kirk Bednar, Administration

Department: Administration

Information

Subject

Resolution 2017-36 - Authorizing Amendment No. 4 to Agreement with the Tennessee Department of Transportation (TDOT) for Improvements to Franklin Road from Concord Road to South of Moores Lane

Background

TDOT has requested the City approve an amendment to the existing contract between TDOT, the City of Brentwood, and the City of Franklin related to widening of Franklin Road from Concord Road in Brentwood to south of Moores Lane in Franklin. The requested amendment replaces Exhibit A of the existing agreement, which reflects the funding breakdown for the project. The only proposed change to Exhibit A is to include construction funding for the project in the amount of \$33,835,000, all of which is provided via state and federal funds. The proposed amendment does not alter the financial obligations for either city.

No other changes to the contract are included in the proposed amendment.

Staff Recommendation

Staff recommends approval of the attached resolution.

Previous Commission Action

The original agreement with TDOT was approved in 2005 via Resolution 2005-21. There have been three subsequent amendments prior to this proposed amendment.

Fiscal Impact

Attachments

Resolution 2017-36
TDOT Amendment
Signed Resolution

RESOLUTION 2017-36

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AMENDMENT NO. 4 TO AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR IMPROVEMENTS TO FRANKLIN ROAD FROM SOUTH OF MOORES LANE TO CONCORD ROAD, A COPY OF SAID AMENDMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute Amendment No. 4 to an agreement by and between the City of Brentwood and Tennessee Department of Transportation (TDOT) for improvements to Franklin Road from south of Moores Lane to Concord Road, a copy of said amendment being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER Deborah Hedgepath

CITY ATTORNEY Roger A. Horner

Amendment Number: 4

Agreement Number: 050013

Project Identification Number: 105717.00

Federal Project Number: NH/STP-M-6(83)

State Project Number: 94004-3230-14

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Brentwood (hereinafter called the "Agency") and the City of Franklin (hereinafter called "COF") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

“SR-6(Franklin Road) from 1700 feet to the south of SR-441(Moores Lane) to SR-253(Concord Rd)”

The language of AGREEMENT #050013 dated March 6, 2013, Exhibit A for Amendment 3 is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 4.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF BRENTWOOD

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Regina Smithson **John C. Schroer**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Roger Horner **John Reinbold**
City Attorney **General Counsel**

CITY OF FRANKLIN

By: _____ Date _____
Ken Moore
Mayor

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____
Shauna Billingsley
City Attorney

EXHIBIT "A" FOR AMENDMENT 4

CONTRACT No.: 050013

PROJECT IDENTIFICATION No.: 105717.00

FEDERAL PROJECT No.: NH/STP-M-6(83)

STATE PROJECT No.: 94004-3230-14

PROJECT DESCRIPTION: SR-6 (Franklin Road) from 1700 feet to the south of SR-441 (Moore Lane) to SR-253 (Concord Road)

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: RECONSTRUCTION

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
UTILITIES	STP	80%	20%	0%	\$400,000.00
ROW	LOCAL	0%	0%	100%	\$1,200,000.00
ROW	U-STP	80%	0%	20%	\$1,250,000.00
CONST	NHPP	80%	20%	0%	\$33,835,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration due to any action on the part of the Agency.

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133 (b)(14), Surface Transportation Program funds allocated or subject to allocation to the Agency. NHPP: 23 U.S.C. Section 119 (g) and Section 1106 (a), National Highway Performance Program, Environmental Mitigation.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

RESOLUTION 2017-36

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AMENDMENT NO. 4 TO AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR IMPROVEMENTS TO FRANKLIN ROAD FROM SOUTH OF MOORES LANE TO CONCORD ROAD, A COPY OF SAID AMENDMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute Amendment No. 4 to an agreement by and between the City of Brentwood and Tennessee Department of Transportation (TDOT) for improvements to Franklin Road from south of Moores Lane to Concord Road, a copy of said amendment being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

ADOPTED: 5/22/2017

Deborah Hedgepath
RECORDER Deborah Hedgepath

Jill Burgin
MAYOR Jill Burgin

Approved as to form:

Roger A. Horner
CITY ATTORNEY Roger A. Horner

Amendment Number: 4

Agreement Number: 050013

Project Identification Number: 105717.00

Federal Project Number: NH/STP-M-6(83)

State Project Number: 94004-3230-14

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Brentwood (hereinafter called the "Agency") and the City of Franklin (hereinafter called "COF") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"SR-6(Franklin Road) from 1700 feet to the south of SR-441(Moores Lane) to SR-253(Concord Rd)"

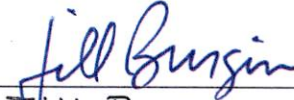
The language of AGREEMENT #050013 dated March 6, 2013, Exhibit A for Amendment 3 is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 4.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

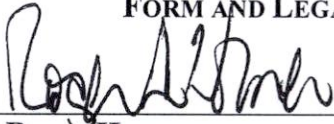
CITY OF BRENTWOOD

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By:  5/22/2017 By: _____
Jill Burgin Date John C. Schroer Date
Mayor Commissioner

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By:  5/22/2017 By: _____
Roger Horner Date John Reinbold Date
City Attorney General Counsel

CITY OF FRANKLIN

By: _____
Ken Moore Date
Mayor

**APPROVED AS TO
FORM AND LEGALITY**

By: _____
Shauna Billingsley Date
City Attorney

EXHIBIT "A" FOR AMENDMENT 4

CONTRACT No.: 050013

PROJECT IDENTIFICATION No.: 105717.00

FEDERAL PROJECT No.: NH/STP-M-6(83)

STATE PROJECT No.: 94004-3230-14

PROJECT DESCRIPTION: SR-6 (Franklin Road) from 1700 feet to the south of SR-441 (Moore Lane) to SR-253 (Concord Road)

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: RECONSTRUCTION

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
UTILITIES	STP	80%	20%	0%	\$400,000.00
ROW	LOCAL	0%	0%	100%	\$1,200,000.00
ROW	U-STP	80%	0%	20%	\$1,250,000.00
CONST	NHPP	80%	20%	0%	\$33,835,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration due to any action on the part of the Agency.

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133 (b)(14), Surface Transportation Program funds allocated or subject to allocation to the Agency. NHPP: 23 U.S.C. Section 119 (g) and Section 1106 (a), National Highway Performance Program, Environmental Mitigation.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

COF 2011-0190
Amendment 4

Amendment Number: 4

Agreement Number: 050013

Project Identification Number: 105717.00

Federal Project Number: NH/STP-M-6(83)

State Project Number: 94004-3230-14

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this 18th day of Aug, 2017 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Brentwood (hereinafter called the "Agency") and the City of Franklin (hereinafter called "COF") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"SR-6(Franklin Road) from 1700 feet to the south of SR-441(Moores Lane) to SR-253(Concord Rd)"

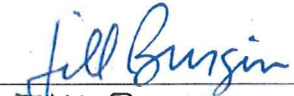

1. The language of AGREEMENT #050013 dated March 6, 2013, Exhibit A for Amendment 3 is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 4.
2. Federal Project #N/A is deleted in its entirety and Replaced with Federal Project #NH/STP-M-6(83).
3. State Project #94004-1227-04 is deleted in its entirety and Replaced with State Project #94004-3230-14.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF BRENTWOOD

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**


By:  5/22/2017 By:  AUG 18 2017
Jill Burgin Date John C. Schroer Date
Mayor Commissioner

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By:  5/22/2017 By:  8-16-17
Roger Horner Date John Reinbold Date
City Attorney General Counsel

CITY OF FRANKLIN

By:  7-17-17
Ken Moore Date
Mayor

**APPROVED AS TO
FORM AND LEGALITY**


By:  7.17.17
Shauna Billingsley Date
City Attorney

EXHIBIT "A" FOR AMENDMENT 4

CONTRACT No.: 050013
PROJECT IDENTIFICATION No.: 105717.00
FEDERAL PROJECT No.: NH/STP-M-6(83)
STATE PROJECT No.: 94004-3230-14

PROJECT DESCRIPTION: SR-6 (Franklin Road) from 1700 feet to the south of SR-441 (Moore Lane) to SR-253 (Concord Road)

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: RECONSTRUCTION

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
UTILITIES	STP	80%	20%	0%	\$400,000.00
ROW	LOCAL	0%	0%	100%	\$1,200,000.00
ROW	U-STP	80%	0%	20%	\$1,250,000.00
CONST	NHPP	80%	20%	0%	\$33,835,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration due to any action on the part of the Agency.

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133 (b)(14), Surface Transportation Program funds allocated or subject to allocation to the Agency. NHPP: 23 U.S.C. Section 119 (g) and Section 1106 (a), National Highway Performance Program, Environmental Mitigation.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Ordinance 2017-11 - An Appropriations Ordinance for the City of Brentwood for Fiscal Year 2017-2018

Submitted by: Richard Parker, Finance

Department: Finance

Information

Subject

Ordinance 2017-11 - An Appropriations Ordinance for the City of Brentwood for the Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018

Background

The accompanying ordinance, upon passage, will authorize appropriations (expenditures) for the City of Brentwood for Fiscal Year 2017-2018.

The FY 2018 proposed budget was submitted to the City Commission on May 3, 2017 and was subject to detailed review at the budget work session held on May 11, 2017. As discussed at the meeting, the proposed General Fund budget has been adjusted in the appropriations ordinance to reallocate new funding proposals originally budgeted in the Insurance and Other Benefits activity to the various General Fund activities with personal services expenditures. This includes the proposed merit pay adjustment of 4% plus associated benefit costs. A revised FY 2018 line item budget incorporating the reallocation of these expenditures is provided as an attachment to this ordinance.

Please reference the following pages in the FY 2018 proposed operating budget document in your review of the proposed adjustments which are summarized below:

General Fund

Insurance and Other Benefits Activity (page 172 in the draft budget document), funding for the following line items has been reallocated throughout the budget to the appropriate activities with personnel:

110-41990-81106	Pay Plan Adjustments (4%) With Benefits	\$771,195
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Supporting information for the above proposals is provided in the City Manager's transmittal letter in the budget document. With this reallocation, the revised Insurance and Other Benefits activity budget will decrease from \$1,565,925 to \$794,730; however, the total FY 2018 General Fund budget will remain the same. Projected revenues for next fiscal year total \$37,307,600, while appropriated expenditures will be \$37,265,810, leaving a projected year end surplus of \$41,790.

In addition, as outlined in the City Manager's budget letter and discussed at the May 11 work session, funding for certain proposed projects and equipment purchases in the FY 2018 Capital Improvements Program will require a FY 2017 special year-end transfer totaling \$3,195,000 from the General Fund to

the Capital Projects Fund (\$3,150,000) and Equipment Replacement Fund (\$45,000) funded through current year revenue collections. Another special FY 2017 year-end appropriation transfer of \$2,205,000 from the General Fund unassigned fund balance to Capital Projects Fund is planned to provide additional funding for various unspecified projects. When the year-end transfers are taken into account, the minimum unassigned fund balance in the General Fund as of June 30, 2017 is estimated at \$32,047,050.

The proposed FY 2017 year-end special appropriation ordinance, as well as other "clean up" budget amendments, will be presented to the City Commission for formal consideration on first reading at the June 13, 2017 meeting.

Please note that the allocation of \$225,000 to eligible public schools with Brentwood resident students, the allocation of \$87,000 in the Parks and Recreation Department budget to specific recreation service providers in the community, funding for the Williamson County Chamber of Commerce and any pay adjustment for the City Manager must be determined by the City Commission and approved by motion prior to approval of the FY 2018 Appropriations Ordinance on second and final reading at the June 26, 2017 Commission meeting.

Water and Sewer Fund (page 298 in budget document) - The following line item for the proposed merit pay adjustment of 4% plus associated benefit cost has been redistributed to the appropriate salary and benefit line items in the budget.

412-52310-81102	Pay Plan Adjustment (4%)	\$82,045
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Emergency Communications District (page 315 in budget document) - The following line item for the proposed merit pay adjustment of 4% plus associated benefit cost has been redistributed to the appropriate salary and benefit line items in the budget.

450-91100-81105	Pay Plan Adjustment (4%) With Benefits	\$35,985
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If the appropriations ordinance is approved on first reading, final reading of this ordinance will not occur until June 26, 2017 Board meeting. However, a public hearing for this ordinance will be scheduled for the June 13, 2017 meeting.

Please contact the Finance Director or City Manager if you have any questions or need additional information.

Staff Recommendation

The staff recommends approval of Ordinance 2017-11 on first reading.

Previous Commission Action

Section 6-22-124(b) of the City Charter requires the Board of Commissioners to adopt the Appropriations Ordinance before the first day of the new fiscal year beginning July 1.

Fiscal Impact

Attachments

Ordinance 2017-11

Budget Worksheets
2018 ECD State Budget submission

ORDINANCE 2017-11

**AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE
FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018**

BE IT ORDAINED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That amounts hereinafter set out constitute the estimated revenues and the budgeted expenditures for the City of Brentwood, Tennessee, and the said sums specified herein are hereby appropriated for the purpose of meeting the expenses of the various departments, institutions, offices, agencies and programs of the City of Brentwood for the fiscal year beginning July 1, 2017 and ending June 30, 2018, to wit:

GENERAL FUND

	FY 2015-16 ACTUAL	FY 2016-17 BUDGET	FY 2017-18 BUDGET
Estimated Beginning Fund Balance			\$ 32,047,050
<u>Revenues and Other Sources:</u>			
Taxes	\$ 32,367,550	\$ 29,581,420	\$ 30,795,000
Licenses and Permits	1,083,528	871,800	881,800
Fines and Fees	261,639	255,000	180,000
Charges for Services	439,660	419,910	411,000
Intergovernmental	8,784,704	4,443,050	4,378,050
Uses of Money and Property	460,202	391,000	491,000
Other	213,650	171,000	170,750
Total Revenues and Sources	\$ 43,610,933	\$ 36,133,180	\$ 37,307,600
Total Funds Available			\$ 69,354,650

Note: FY 2015-16 and 2016-17 columns are shown for informational purposes only.

GENERAL FUND

	FY 2015-16 ACTUAL	FY 2016-17 BUDGET	FY 2017-18 BUDGET
<u>Expenditures and Other Uses:</u>			
City Commission	\$ 194,924	\$ 212,315	\$ 220,155
City Court	26,092	39,500	39,500
City Manager's Office	421,364	444,390	458,590
Elections	200	45,000	-
Finance	783,591	894,780	897,780
City Recorder	121,785	132,035	148,470
Legal Services	220,933	278,545	287,385
Technology	1,156,727	1,420,485	1,478,570
Geographic Information Systems	287,159	309,170	329,695
Human Resources	418,401	445,535	454,950
Community Relations	332,810	362,505	372,605
Planning	415,974	455,290	500,620
Codes Enforcement	804,339	908,905	942,270
Insurance/Other Benefits	759,044	806,155	794,730
Police Department	6,808,054	7,387,870	7,755,890
Fire and Rescue Department	6,895,559	7,252,980	7,495,479
Safety Center East	73,117	78,650	77,150
Public Works	2,913,908	3,126,540	3,235,468
Storm Drainage	13,134	50,000	50,000
Street Lighting	459,678	525,000	440,000
Traffic Signalization	249,971	301,815	344,285
Service Center	278,704	277,695	302,065
Engineering Services	517,040	579,795	637,240
Public Health	67,917	71,000	75,000
Parks and Recreation	2,079,359	2,336,355	2,394,905
Public Library	2,362,652	2,403,660	2,523,505
Education	214,500	225,000	225,000
Economic Development	10,000	10,000	10,000
Historic Sites	111,640	175,405	169,800
Transfer to Capital Projects Fund	300,000	300,000	300,000
Transfer to Debt Service Fund	3,350,000	2,950,000	2,950,000
Transfer to Municipal Center Fund	610,000	610,000	670,000
Transfer to Equipment Replacement Fund	-		
Transfer to Facility Maintenance Fund	200,000	200,000	200,000
Contribution to Emergency Communication District	418,700	484,700	484,700
Total Expenditures and Other Uses	\$ 33,877,276	\$ 36,101,075	\$ 37,265,810
Fund Balance/Surplus Transfers - Capital Projects, Equipment and Insurance Funds	\$ 10,255,000	\$ -	\$ -
Estimated Ending Fund Balance			\$ 32,088,840

Note: FY 2015-16 and 2016-17 columns are shown for informational purposes only.

EQUIPMENT REPLACEMENT FUND

	<u>FY 2015-16 ACTUAL</u>	<u>FY 2016-17 BUDGET</u>	<u>FY 2017-18 BUDGET</u>
Estimated Beginning Fund Balance			\$ 3,184,316
<u>Revenues and Other Sources:</u>			
Transfer from General Fund	\$ 1,375,000	\$ 1,357,000	\$ 1,467,000
Interest Earnings	18,161	-	20,000
Sale of Equipment and Insurance Reimbursement	57,430	-	10,000
Total Revenues	<u>\$ 1,450,591</u>	<u>\$ 1,357,000</u>	<u>\$ 1,497,000</u>
Total Funds Available			\$ 4,681,316
<u>Expenditures:</u>			
Computer Equipment and Software	\$ 459,359	\$ 490,000	\$ 500,000
Heavy Equipment and Vehicles	418,803	720,000	855,000
Total Expenditures	<u>\$ 878,162</u>	<u>\$ 1,210,000</u>	<u>\$ 1,355,000</u>
Estimated Ending Fund Balance			\$ 3,326,316

FACILITIES MAINTENANCE FUND

	<u>FY 2015-16 ACTUAL</u>	<u>FY 2016-17 BUDGET</u>	<u>FY 2017-18 BUDGET</u>
Estimated Beginning Fund Balance			\$ 1,133,278
<u>Revenues and Other Sources:</u>			
Transfer from General Fund	\$ 200,000	\$ 200,000	\$ 200,000
Federal and State Sources	-	-	-
Interest Earnings and Other	7,261	4,000	6,000
Total Revenues	<u>\$ 207,261</u>	<u>\$ 204,000</u>	<u>\$ 206,000</u>
Total Funds Available			\$ 1,339,278
<u>Expenditures:</u>			
Service Center	\$ 43,895	\$ 50,000	\$ 150,000
Fire and Rescue	28,057	25,000	25,000
Parks and Recreation	230,146	185,000	60,000
Library	26,400	50,000	280,000
Historic Sites	-	-	-
Total Expenditures	<u>\$ 328,498</u>	<u>\$ 310,000</u>	<u>\$ 515,000</u>
Estimated Ending Fund Balance			\$ 824,278

STATE STREET AID FUND

	<u>FY 2015-16 ACTUAL</u>	<u>FY 2016-17 BUDGET</u>	<u>FY 2017-18 BUDGET</u>
Estimated Beginning Fund Balance			\$ 368,840
<u>Revenues:</u>			
State Fuel Taxes	\$ 1,110,780	\$ 1,100,000	\$ 1,125,000
Interest Earnings	6,553	4,000	4,000
Total Revenues	<u>\$ 1,117,333</u>	<u>\$ 1,104,000</u>	<u>\$ 1,129,000</u>
Total Funds Available			\$ 1,497,840
<u>Expenditures and Other Uses:</u>			
Street Repairs	\$ 881,688	\$ 1,780,000	\$ 1,140,000
Total Expenditures and Other Uses	<u>\$ 881,688</u>	<u>\$ 1,780,000</u>	<u>\$ 1,140,000</u>
Estimated Ending Fund Balance			\$ 357,840

Note: FY 2015-16 and 2016-17 columns are shown for informational purposes only.

PUBLIC WORKS PROJECT FUND

	<u>FY 2015-16 ACTUAL</u>	<u>FY 2016-17 BUDGET</u>	<u>FY 2017-18 BUDGET</u>
Estimated Beginning Fund Balance			\$ 3,777,991
<u>Revenues:</u>			
Edmondson Branch Fees	\$ -	\$ -	\$ -
Public Works Project Fees	1,676,424	1,650,000	940,000
Interest Earnings	17,380	7,000	20,000
Total Revenues	<u>\$ 1,693,804</u>	<u>\$ 1,657,000</u>	<u>\$ 960,000</u>
Total Funds Available			\$ 4,737,991
<u>Expenditures and Other Uses:</u>			
Transfer to Capital Projects Fund	\$ -	\$ 1,000,000	\$ 600,000
Total Expenditures and Other Uses	<u>\$ -</u>	<u>\$ 1,000,000</u>	<u>\$ 600,000</u>
Estimated Ending Fund Balance			\$ 4,137,991

Note: FY 2015-16 and 2016-17 columns are shown for informational purposes only.

DRUG FUND

	FY 2015-16 ACTUAL	FY 2016-17 BUDGET	FY 2017-18 BUDGET
Estimated Beginning Fund Balance			\$ 578,701
<u>Revenues:</u>			
Drug Related Fines/Other	\$ 86,779	\$ 20,000	\$ 20,000
Interest Earnings	2,613	1,500	3,000
Total Revenues	<u>\$ 89,392</u>	<u>\$ 21,500</u>	<u>\$ 23,000</u>
Total Funds Available			\$ 601,701
<u>Expenditures and Other Uses:</u>			
Drug Enforcement	\$ 72,289	\$ 20,000	\$ 220,000
Capital Outlay	-	-	-
Total Expenditures and Other Uses	<u>\$ 72,289</u>	<u>\$ 20,000</u>	<u>\$ 220,000</u>
Estimated Ending Fund Balance			\$ 381,701

Note: FY 2015-16 and 2016-17 columns are shown for informational purposes only.

ADEQUATE FACILITIES TAX FUND

	FY 2015-16 ACTUAL	FY 2016-17 BUDGET	FY 2017-18 BUDGET
Estimated Beginning Fund Balance			\$ 355,561
<u>Revenues and Other Sources:</u>			
Adequate Facilities Tax	\$ 713,422	\$ 450,000	\$ 450,000
Interest Earnings	11,916	10,000	10,000
Total Revenues	<u>\$ 725,338</u>	<u>\$ 460,000</u>	<u>\$ 460,000</u>
Total Funds Available			\$ 815,561
<u>Expenditures and Other Uses:</u>			
Williamson County Contributions to Schools	\$ -	-	\$ 400,000
Transfer to Capital Projects Fund	\$ -	\$ 750,000	\$ -
Total Expenditures and Other Uses	<u>\$ -</u>	<u>\$ 750,000</u>	<u>\$ 400,000</u>
Estimated Ending Fund Balance			\$ 415,561

POST EMPLOYMENT BENEFITS FUND

	<u>FY 2015-16 ACTUAL</u>	<u>FY 2016-17 BUDGET</u>	<u>FY 2017-18 BUDGET</u>
Estimated Beginning Fund Balance:			\$ 1,102,781
<u>Revenues:</u>			
Transfer from General Fund	\$ 6,983	\$ 4,005	\$ 50,000
Transfer from Water & Sewer Fund	40,565	27,440	-
Transfer from Emergency Communication District	4,326	2,845	-
Interest Earnings	-	-	5,000
Total Revenues	\$ 51,874	\$ 34,290	\$ 55,000
Total Funds Available			\$ 1,157,781
<u>Expenditures and Other Uses:</u>			
Post Retirement Benefits and Expenses	\$ 7,500	\$ -	\$ -
Total Expenditures and Other Uses	\$ 7,500	\$ -	\$ -
Estimated Ending Fund Balance			\$ 1,157,781

FUEL FUND

	<u>FY 2015-16 ACTUAL</u>	<u>FY 2016-17 BUDGET</u>	<u>FY 2017-18 BUDGET</u>
Estimated Beginning Fund Balance:			\$ 700,050
<u>Revenues and Other Sources:</u>			
Transfer from General Fund	\$ 435,088	\$ 302,000	\$ 305,500
Transfer from Water and Sewer Fund	67,705	50,000	50,000
Interest Earnings	3,083	1,700	5,000
Total Revenues	\$ 505,876	\$ 353,700	\$ 360,500
Total Funds Available			\$ 1,060,550
<u>Expenditures:</u>			
Gasoline and Diesel Fuel	\$ 289,224	\$ 385,000	\$ 375,000
Total Expenditures	\$ 289,224	\$ 385,000	\$ 375,000
Estimated Ending Fund Balance			\$ 685,550

INSURANCE FUND

	<u>FY 2015-16 ACTUAL</u>	<u>FY 2016-17 BUDGET</u>	<u>FY 2017-18 BUDGET</u>
Estimated Beginning Fund Balance:			\$ 2,098,298
<u>Revenues and Other Sources:</u>			
Other Financing Sources - Health Insurance	\$ 3,213,508	\$ 3,225,270	\$ 3,578,810
Other Financing Sources - Workers Compensation	277,152	277,145	249,430
Interest Earnings	14,977	10,000	25,000
Total Revenues	\$ 3,505,637	\$ 3,512,415	\$ 3,853,240
Total Funds Available			\$ 5,951,538
<u>Expenditures:</u>			
Medical Claims	\$ 2,257,618	\$ 2,250,000	\$ 2,600,000
HRA Claims	435,138	425,000	425,000
Health/Life Insurance	444,637	500,000	550,000
Other Professional Services	112,157	115,000	115,000
Transitional Reinsurance Program Tax	19,056	20,000	15,000
Workers Compensation	230,256	265,000	250,000
Total Expenditures	\$ 3,498,862	\$ 3,575,000	\$ 3,955,000
Estimated Ending Fund Balance			\$ 1,996,538

DEBT SERVICE FUND

	<u>FY 2015-16 ACTUAL</u>	<u>FY 2016-17 BUDGET</u>	<u>FY 2017-18 BUDGET</u>
Estimated Beginning Fund Balance			\$ 1,966,708
<u>Revenues:</u>			
Transfer from General Fund	\$ 3,468,993	\$ 2,950,000	\$ 2,950,000
Bond Refunding Proceeds/Premium	3,035,000		
Interest Earnings	22,766	15,000	23,000
Total Revenues and Other Sources	\$ 6,526,759	\$ 2,965,000	\$ 2,973,000
Total Funds Available			\$ 4,939,708
Debt Service Expenditures	\$ 6,589,124	\$ 3,016,385	\$ 2,590,400
Estimated Ending Fund Balance			\$ 2,349,308

Note: FY 2015-16 and 2016-17 columns are shown for informational purposes only.

CAPITAL PROJECTS FUND

	FY 2015-16 ACTUAL	FY 2016-17 BUDGET*	FY 2017-18 BUDGET*
<u>Revenues And Other Sources:</u>			
Transfer from Public Works Projects Fund	\$ -	\$ 1,000,000	\$ 600,000
Federal, State and Private Sources	3,460,350	950,000	180,000
Transfer from General Fund	10,495,000	300,000	300,000
Transfer from Adequate Facilities Tax Fund	-	750,000	-
Transfer from Emergency Communications District	-	750,000	-
Bond Proceeds	-	-	4,900,000
Interest Earnings	71,537	100,000	150,000
Other Financing Sources	-	-	-
Total Revenues and Other Sources	\$ 14,026,887	\$ 3,850,000	\$ 6,130,000
Transportation	\$ 5,805,873	\$ 7,675,000	\$ 8,705,000
Parks and Recreation	1,788,327	2,680,000	905,000
General Facilities	81,191	50,000	445,000
Technology	361,107	4,685,000	4,390,000
Storm Drainage	72,500	50,000	50,000
Other Financing Uses	-	-	-
Total Project Appropriations and Other Uses	\$ 8,108,998	\$ 15,140,000	\$ 14,495,000

* Project appropriations shown are amounts estimated to remain for outstanding or committed projects or project phases. Balances remaining at the end of any fiscal year may carry over to subsequent years.

SECTION 2. That pursuant to the requirements of TCA 7-86-120, the amounts hereinafter set out constitute the estimated revenues and the budgeted expenditures for the City of Brentwood, Tennessee Emergency Communications District for the fiscal year beginning July 1, 2017 and ending June 30, 2018, to wit:

EMERGENCY COMMUNICATIONS DISTRICT

	FY 2015-16 ACTUAL	FY 2016-17 BUDGET	FY 2017-18 BUDGET
Estimated Beginning Net Assets			\$ 2,643,427
<u>Revenues:</u>			
911 Revenues	\$ -	\$ -	\$ -
Contribution from City of Brentwood			
- General Fund	418,700	484,700	484,700
TECB Operational Funding	880,775	864,125	880,775
Interest Earnings	11,663	4,000	20,000
Total Revenues	\$ 1,311,138	\$ 1,352,825	\$ 1,385,475
Total Funds Available			\$ 4,028,902
Expenditures and Other Uses:			
Personnel Services	\$ 801,739	\$ 920,425	\$ 952,705
Operating Services	221,125	259,400	259,600
Depreciation Expense	169,329	172,500	172,500
Total Expenditures	\$ 1,192,193	\$ 1,352,325	\$ 1,384,805
Estimated Ending Net Assets			\$ 2,644,097

SECTION 3. That total actual expenditures for the funds shown in Section 1 and 2 herein shall not exceed total appropriations for said funds, except as may be provided by ordinance to amend the budget.

SECTION 4. That the following amounts in the Water and Sewer Fund are projected operating revenues and expenses for the fiscal year beginning July 1, 2017 and ending June 30, 2018 and are provided for informational purposes.

Operating Revenues	\$	19,478,850
Operating Expenses	\$	17,710,235

SECTION 5. That the following amounts in the Municipal Center Fund are projected operating revenues and expenses for the fiscal year beginning July 1, 2017 and ending June 30, 2018 and are provided for informational purposes.

Operating Revenues	\$	745,540
Operating Expenses	\$	745,400

SECTION 6. That the City maintains certain Funds Held in Trust (FHIT) accounts for the use of special program funding for which no expenditure appropriation is required. Expenditures from FHIT accounts are approved by authorized personnel as funds are available.

SECTION 7. That a detailed line item financial plan to support the budget as set forth herein shall be provided to the Board of Commissioners and to the various departments of the City, which financial plan shall be used as guidance and generally followed in incurring expenditures and obligations on behalf of the City.

SECTION 8. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____ n/a
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	_____ n/a
			Date of publication:	_____
PUBLIC HEARING				
	Notice published in:	<u>The Williamson</u>		
	Date of publication:	<u>5/17/2017</u>		
	Date of hearing:	<u>5/22/17;6/13/17;6/26/17</u>	EFFECTIVE DATE	_____

MAYOR Jill Burgin

RECORDER Deborah Hedgepath

Approved as to form:

CITY ATTORNEY Roger A. Horner

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
FUND 110: GENERAL FUND						
110-00000-31100	REAL & PERSONAL PROP TAX	11,134,232	11,435,113	11,425,000	11,503,337	11,510,000
110-00000-31120	PUBLIC UTILITY PROP TAX	156,709	141,421	141,420	117,247	100,000
110-00000-31130	INTEREST,PENALTY & COURT COST	32,591	26,068	30,000	11,914	20,000
110-00000-31200	P I L O T (PROP TAX)	29,743	27,315	25,000	0	25,000
110-00000-31300	LOCAL SALES TAX - COUNTY	13,820,565	15,203,893	13,250,000	9,849,683	14,050,000
110-00000-31430	WHOLESALE BEER TAX	639,407	642,891	615,000	374,331	615,000
110-00000-31450	WHOLESALE LIQUOR TAX	697,699	798,812	675,000	578,638	800,000
110-00000-31600	BUSINESS TAXES	1,667,422	1,851,846	1,500,000	499,807	1,625,000
110-00000-31800	HOTEL/MOTEL TAX	1,439,717	1,705,447	1,435,000	1,022,363	1,575,000
110-00000-31912	CATV FRANCHISE FEE	502,463	534,744	485,000	304,901	475,000
TOTAL TAXES		30,120,548	32,367,550	29,581,420	24,262,221	30,795,000
110-00000-32110	MECHANICAL PERMITS	42,761	43,399	35,000	28,640	35,000
110-00000-32120	BUILDING PERMITS	774,760	809,289	675,000	495,509	675,000
110-00000-32150	PLUMBING PERMITS	55,193	57,435	50,000	40,424	50,000
110-00000-32160	EXCAVATION PERMITS	47,625	63,435	40,000	23,597	40,000
110-00000-32215	ZONING BD APPL FEE	2,650	1,650	1,000	800	1,000
110-00000-32216	BLAST/BURN PERMITS	325	353	300	580	300
110-00000-32217	HOME OCCUPATION FEES	4,050	5,075	4,000	2,600	4,000
110-00000-32218	HOME OCCUPATION RENEWAL FEES	4,300	4,120	3,500	2,440	4,000
110-00000-32310	BEER LICENSES	2,750	3,750	2,000	3,000	3,000
110-00000-32311	BEER BOARD FINES	0	0	0	2,000	0
110-00000-32315	BEER PRIVILEGE TAX	7,264	7,899	5,000	7,981	6,500
110-00000-32390	OTHER PERMITS	1,920	2,000	0	160	0
110-00000-32810	SUBDIV LOT FEES	16,450	12,650	8,000	11,175	10,000
110-00000-32820	SITE PLANS FEES	50,453	56,978	35,000	28,258	40,000
110-00000-32825	TRAFFIC CONSULTANT REVIEW FEES	12,451	15,495	13,000	0	13,000
TOTAL LICENSE AND PERMITS		1,022,952	1,083,528	871,800	647,164	881,800
110-00000-33197	SAFETY GRANT	1,896	0	0	0	0
110-00000-33200	FEMA GRANT - FIRE	0	33,103	0	0	0
110-00000-33204	ASSISTANCE TO FIRE FIGHTERS GRANT	0	84,888	0	0	0
110-00000-33207	TML PROPERTY CONSERVATION GRANT - TECH	0	3,367	0	0	0
110-00000-33320	TVA P I L O T (PROP TAX)	429,531	474,106	435,000	227,921	435,000
110-00000-33446	DOJ - DEA TASK FORCE REIMB	10,561	6,221	0	0	0
110-00000-33510	STATE SALES TAX	2,829,973	3,267,781	3,000,000	1,994,006	3,100,000
110-00000-33520	STATE INCOME TAX	4,004,352	4,420,212	600,000	0	425,000
110-00000-33530	STATE BEER TAX	17,725	19,727	20,000	10,399	20,000
110-00000-33540	STATE LIQUOR BY THE DRINK TAX	160,511	172,833	145,000	115,145	145,000
110-00000-33552	STATE STREETS & TRANSPORTATION	76,169	82,194	81,500	47,651	81,500
110-00000-33590	OTHER ST REV ALLOC-PD/FD PAY S	63,000	64,800	69,600	29,400	69,600
110-00000-33593	CORPORATE EXCISE TAX	57,008	77,998	15,000	0	25,000
110-00000-33594	TELECOMMUNICATION TAX	3,654	3,433	3,000	2,203	3,000
110-00000-33801	WM CO ALLOC - LIBR OPERATIONS	71,950	71,950	71,950	71,950	71,950
110-00000-33803	WM COUNTY EMS UTILITY REIMB	2,256	2,091	2,000	1,449	2,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
TOTAL INTERGOVERNMENTAL		7,728,586	8,784,704	4,443,050	2,500,124	4,378,050
110-00000-34111	DUPLICATING SERVICES	636	796	1,000	337	750
110-00000-34121	BUS TAX - CLERKS FEE	168,643	189,974	150,000	47,746	150,000
110-00000-34240	MISC POLICE SERVICES	18,169	22,880	20,000	11,867	20,000
TOTAL OTHER REVENUES		187,448	213,650	171,000	59,950	170,750
110-00000-34740	PARK RESERVATION & EVENTS	109,739	116,658	120,000	69,368	120,000
110-00000-34760	LIBRARY FINES & CHARGES	67,516	55,954	65,000	31,191	45,000
110-00000-34761	LIBRARY FEE - NON RESIDENT	57,669	64,624	60,000	42,783	60,000
110-00000-34800	COOL SPRINGS HOUSE RENTAL FEE	31,738	35,250	37,000	23,900	42,000
110-00000-34805	COOL SPRINGS HOUSE CLEANING FEE	5,650	6,150	5,200	4,475	7,000
110-00000-34810	RAVENSWOOD HOUSE RENTAL FEE	48,200	72,500	65,000	26,673	75,000
110-00000-34815	RAVENSWOOD HOUSE CLEANING FEE	5,700	7,700	6,500	3,100	7,000
110-00000-34850	LIBRARY MTG ROOM	18,503	13,872	15,000	13,808	15,000
110-00000-34855	INSPECTION FEES - ENGINEERING	48,861	42,643	40,000	32,590	40,000
110-00000-34860	CELL TOWER RENTAL FEE	21,600	24,309	6,210	17,495	0
TOTAL CHARGES FOR SERVICES		415,176	439,660	419,910	265,383	411,000
110-00000-35110	MUN COURT FINES/COSTS	260,697	226,663	225,000	97,605	150,000
110-00000-35160	COUNTY COURT FINES/COSTS	45,665	34,976	30,000	24,374	30,000
TOTAL FINES AND FEES		306,362	261,639	255,000	121,979	180,000
110-00000-36100	INTEREST EARNINGS	76,141	185,803	150,000	151,268	250,000
110-00000-36220	SERVICE CENTER RENT - W/S	125,000	125,000	125,000	125,000	125,000
110-00000-36225	GIS SERVICE FEE	138,000	90,000	90,000	90,000	90,000
110-00000-36330	SALE OF GF EQUIPMENT	18,041	47,795	25,000	22,699	25,000
110-00000-36510	SALE OF GEN GOV'T SUPPLIES	8,186	653	1,000	0	1,000
110-00000-36900	OTHER FINANCING SOURCES	0	3,000	0	3,000	0
110-00000-37100	MISC SERVICES BILLED	0	1,420	0	1,297	0
110-00000-37199	MISCELLANEOUS	14,741	4,390	0	2,884	0
110-00000-37299	BAD CHECK CHRGS	125	175	0	33	0
110-00000-39700	INSURANCE RECOVERY	0	1,966	0	3,500	0
TOTAL USES OF MONEY AND PROPERTY		380,234	460,202	391,000	399,681	491,000
Total Revenues		40,161,306	43,610,933	36,133,180	28,256,502	37,307,600
DEPT 41110: CITY COMMISSION						
110-41110-81110	SALARIES	80,350	80,400	80,400	53,600	80,400
110-41110-81410	FICA (EMPLOYER'S SHARE)	5,391	5,553	6,150	3,690	6,150
110-41110-81420	HEALTH INSURANCE	49,560	62,655	68,055	45,368	74,895
110-41110-81422	LIFE INSURANCE	1,155	1,134	1,260	756	1,260
110-41110-82350	MBRSHIPS & REGISTRATIONS	21,693	21,561	25,000	21,407	30,000
110-41110-82450	COMMUNICATIONS	7,104	6,214	8,000	3,908	6,000
110-41110-82555	RADIO & TV SRVCS	13,875	13,225	15,000	6,150	15,000
110-41110-82605	R/M - OFC MACH & EQUIP	0	360	1,450	1,079	1,450
110-41110-83299	SUNDRY	1,829	3,822	6,000	1,100	4,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
110-41110-83540	COMPUTER HARDWARE - N/C	0	0	1,000	0	1,000
Total Expenditures		180,957	194,924	212,315	137,058	220,155
DEPT 41210: COURT						
110-41210-81220	CITY JUDGE	26,000	24,000	24,000	16,000	24,000
110-41210-82350	PROF MEMBERSHIPS & REGISTRATIONS	980	0	1,000	0	1,000
110-41210-82599	OTHER PROFESSIONAL SERVICES	2,092	2,092	2,300	1,394	2,300
110-41210-82620	R/M - OTHER EQUIPMENT	0	0	11,700	11,117	11,700
110-41210-83299	SUNDRY	0	0	500	0	500
Total Expenditures		29,072	26,092	39,500	28,511	39,500
DEPT 41320: CITY MANAGER						
110-41320-81110	SALARIES	286,391	295,849	305,595	194,839	317,820
110-41320-81111	SALARIES - PART TIME	0	0	7,500	0	5,000
110-41320-81130	LONGEVITY PAY	560	600	640	640	680
110-41320-81145	COMMUNICATION ALLOWANCE	1,440	1,440	1,440	960	1,440
110-41320-81410	FICA (EMPLOYER'S SHARE)	19,264	18,721	19,860	9,351	21,770
110-41320-81420	HEALTH INSURANCE	16,520	17,900	19,445	12,960	21,400
110-41320-81422	LIFE INSURANCE	348	360	360	240	360
110-41320-81425	RETIREMENT - HEALTH/LIFE	12,135	14,208	14,205	9,472	16,825
110-41320-81430	RETIREMENT - TCRS	43,730	46,742	48,895	31,971	44,495
110-41320-82599	OTHER PROF SERVICES	3,500	3,500	5,500	3,500	4,500
110-41320-82605	R/M - OFC MACH & EQUIP	0	101	550	395	550
110-41320-82810	MBRSHIPS & REGISTRATIONS	7,747	9,718	8,500	6,069	10,000
110-41320-82820	TRAVEL - CONF & SCHOOLS	3,048	5,593	5,250	3,412	6,000
110-41320-83299	SUNDRY	1,837	2,949	1,900	2,349	3,000
110-41320-83310	FUEL	4,981	3,683	2,500	1,668	2,500
110-41320-83540	COMPUTER HARDWARE - N/C	0	0	750	0	750
110-41320-87150	ENVIRONMENTAL BOARD	0	0	1,500	0	1,500
Total Expenditures		401,501	421,364	444,390	277,826	458,590
DEPT 41400: ELECTIONS						
110-41400-82599	BOARD OF COMMISSIONERS	39,183	200	45,000	0	0
Total Expenditures		39,183	200	45,000	0	0
DEPT 41500: FINANCE						
110-41500-81110	SALARIES	401,848	389,230	418,940	215,305	433,625
110-41500-81111	SALARIES - PART TIME	14,385	19,511	20,200	11,731	21,015
110-41500-81120	SALARIES - OVERTIME	1,163	4,026	5,545	6,563	5,545
110-41500-81130	LONGEVITY PAY	2,640	2,800	2,280	2,480	2,640
110-41500-81145	COMMUNICATION ALLOWANCE	1,200	930	1,200	410	1,200
110-41500-81410	FICA (EMPLOYER'S SHARE)	32,057	31,057	34,285	17,691	35,435
110-41500-81420	HEALTH INSURANCE	57,820	62,655	68,055	45,368	74,895
110-41500-81422	LIFE INSURANCE	1,164	1,092	1,260	693	1,260
110-41500-81425	RETIREMENT - HEALTH/LIFE	22,635	26,496	26,495	17,664	31,385
110-41500-81430	RETIREMENT - TCRS	61,692	59,512	67,920	36,392	61,485
110-41500-82110	POSTAGE & BOX RENTAL	17,734	16,138	19,000	11,872	19,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
110-41500-82210	PRINTING,STATIONERY,ENVELOPES	3,693	3,297	4,000	674	4,000
110-41500-82215	PUBLICATIONS, REPORTS, ETC	543	150	2,000	770	2,000
110-41500-82310	ADVERTISING/LEGAL NOTICES	432	1,271	1,000	37	1,000
110-41500-82530	ACCTING & AUDITING SRVCS	31,800	32,000	40,000	25,800	35,000
110-41500-82596	WILLIAMSON CO TRUSTEE PROP TAX FEE	70,608	72,372	75,000	72,848	77,000
110-41500-82599	OTHER PROF SRVCS	4,610	350	30,000	14,055	18,000
110-41500-82605	R/M - OFC MACH & EQUIP	41,620	38,639	45,600	33,428	45,600
110-41500-82810	MBRSHIPS & REGISTRATIONS	5,704	4,035	8,500	3,498	6,500
110-41500-82820	TRAVEL - CONF & SCHOOLS	2,763	2,492	6,500	57	7,000
110-41500-83100	OFFICE SUPPLIES/MATERIALS	5,137	5,870	10,000	3,124	8,000
110-41500-83299	SUNDRY	1,477	1,189	2,000	868	2,000
110-41500-83535	OFFICE EQUIPMENT - N/C	0	1,024	2,000	0	2,000
110-41500-83540	COMPUTER HARDWARE - N/C	0	0	3,000	0	3,000
110-41500-83550	COMPUTER SOFTWARE-N/C	377	7,455	0	267	0
110-41500-89550	COMPUTER SOFTWARE	8,751	0	0	25,000	0
Total Expenditures		791,853	783,591	894,780	546,595	898,585

DEPT 41510: CITY RECORDER

110-41510-81110	SALARIES	64,774	66,666	67,580	43,074	75,460
110-41510-81120	SALARIES - OVERTIME	4,879	3,861	5,355	3,954	5,355
110-41510-81130	LONGEVITY	1,000	1,040	1,080	1,080	1,120
110-41510-81410	FICA	5,244	5,148	5,660	3,467	6,270
110-41510-81420	HEALTH INSURANCE	8,260	8,950	9,720	6,480	11,135
110-41510-81422	LIFE INSURANCE	174	180	180	120	180
110-41510-81425	RETIREMENT - HEALTH/LIFE	2,470	2,892	2,890	1,928	3,420
110-41510-81430	RETIREMENT - TCRS	10,648	11,099	11,670	7,710	11,315
110-41510-82310	ADVERTISING/LEGAL NOTICES	5,157	3,897	5,500	3,252	5,000
110-41510-82599	OTHER PROF SRVCS	6,759	3,608	6,000	3,752	5,000
110-41510-82605	R/M - OFC MACH & EQUIP	10,550	10,649	11,750	18,237	20,000
110-41510-82810	MBRSHIPS & REGISTRATIONS	1,515	1,150	1,450	390	1,450
110-41510-82820	TRAVEL - CONF & SCHOOLS	890	1,896	2,000	57	2,000
110-41510-83100	OFFICE SUPPLIES/MATERIALS	1,091	749	1,000	421	1,000
110-41510-83299	SUNDRY	0	0	200	13	200
Total Expenditures		123,411	121,785	132,035	93,935	148,905

DEPT 41520: LEGAL

110-41520-81110	SALARIES	139,109	145,223	149,370	95,218	155,320
110-41520-81130	LONGEVITY PAY	1,160	1,200	1,240	1,240	1,280
110-41520-81145	COMMUNICATION ALLOWANCE	720	720	720	480	720
110-41520-81410	FICA (EMPLOYER'S SHARE)	9,466	9,520	9,665	5,174	10,705
110-41520-81420	HEALTH INSURANCE	8,260	8,870	9,720	6,480	10,700
110-41520-81422	LIFE INSURANCE	174	180	180	120	180
110-41520-81425	RETIREMENT - HEALTH/LIFE	5,725	6,696	6,700	4,464	7,935
110-41520-81430	RETIREMENT - TCRS	21,245	22,935	23,900	15,642	21,745
110-41520-82215	PUBLICATIONS, REPORTS, ETC	15,527	15,740	16,500	8,628	18,000
110-41520-82310	ADVERTISING/LEGAL NOTICES	32	17	0	0	0
110-41520-82520	SPECIAL LEGAL SERVICES	3,507	868	50,000	3,075	50,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
110-41520-82605	R/M - OFC MACH & EQUIP	0	50	250	158	500
110-41520-82620	R/M - MACH & EQUIP	8	33	300	0	0
110-41520-82810	MBRSHIPS & REGISTRATIONS	4,240	4,213	4,200	1,704	4,500
110-41520-82820	TRAVEL - CONF & SCHOOLS	3,592	4,454	5,000	2,713	5,000
110-41520-83100	OFFICE SUPPLIES/MATERIALS	148	193	300	0	300
110-41520-83299	SUNDRY	0	21	500	71	500
Total Expenditures		212,913	220,933	278,545	145,167	287,385

DEPT 41640: TECHNOLOGY

110-41640-81110	SALARIES	330,355	332,001	374,365	244,171	409,840
110-41640-81111	SALARIES - PART TIME	50,478	52,423	0	0	5,000
110-41640-81120	SALARIES - OVERTIME	38	0	8,320	0	3,000
110-41640-81130	LONGEVITY PAY	1,820	1,940	2,000	1,800	2,500
110-41640-81145	COMMUNICATION ALLOWANCE	3,600	3,540	2,880	2,400	3,600
110-41640-81410	FICA (EMPLOYER'S SHARE)	29,483	29,228	29,650	18,517	32,430
110-41640-81420	HEALTH INSURANCE	37,170	40,280	53,470	35,648	58,845
110-41640-81422	LIFE INSURANCE	842	870	990	570	990
110-41640-81425	RETIREMENT - HEALTH/LIFE	14,450	16,920	19,130	12,752	22,660
110-41640-81430	RETIREMENT - TCRS	50,425	52,360	61,230	40,257	57,800
110-41640-81481	CLOTHING/UNIFORMS	1,165	1,524	1,700	0	1,700
110-41640-82215	PUBLICATIONS, REPORTS, ETC	0	0	50	0	0
110-41640-82450	COMMUNICATIONS - INTERNET SRVC	31,498	32,305	33,000	17,350	45,000
110-41640-82599	OTHER PROFESSIONAL SRVCS	35,246	43,183	55,000	20,343	55,000
110-41640-82605	R/M - OFC MACH & EQUIP	0	375	3,500	1,865	3,500
110-41640-82610	R/M - VEHICLES	1,290	219	500	133	1,500
110-41640-82620	R/M - MACH & EQUIPMENT	96,202	93,374	158,500	136,664	177,000
110-41640-82810	MBRSHIPS & REGISTRATIONS	1,763	2,497	5,000	1,409	5,000
110-41640-82820	TRAVEL - CONF & SCHOOLS	1,529	2,714	7,000	7,453	10,000
110-41640-83100	OFFICE SUPPLIES/MATERIALS	1,678	1,565	3,500	545	2,500
110-41640-83215	HOUSEHOLD/JANITORIAL SUPPLIES	25	152	200	42	200
110-41640-83290	OTHER OPERATING SUPPLIES	553	424	1,000	11	1,000
110-41640-83299	SUNDRY	632	1,281	1,000	262	1,000
110-41640-83310	FUEL	597	428	1,000	148	1,000
110-41640-83530	EQUIPMENT - N/C	1,700	1,314	5,000	2,638	5,000
110-41640-83535	OFFICE EQUIPMENT - N/C	262	265	1,000	0	1,000
110-41640-83540	COMPUTER HARDWARE - N/C	5,050	7,244	7,000	300	7,000
110-41640-83550	COMPUTER SOFTWARE-N/C	17,373	658	1,500	2,318	2,500
110-41640-83560	MISC TECHNOLOGY - N/C	18,090	10,127	10,000	4,308	10,000
110-41640-88930	EQUIPMENT REPLACEMENT FUND	400,000	425,000	435,000	290,000	513,000
110-41640-89520	VEHICLES	0	0	30,000	0	0
110-41640-89540	COMPUTER HARDWARE	10,325	0	60,000	11,000	15,000
110-41640-89550	COMPUTER SOFTWARE	0	0	48,000	0	9,000
110-41640-89555	TECHNOLOGY INFRASTRUCTURE	0	2,516	0	0	15,000
Total Expenditures		1,143,639	1,156,727	1,420,485	852,904	1,478,565

DEPT 41645: GIS

110-41645-81110	SALARIES	168,505	174,466	178,595	113,864	186,135
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CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
110-41645-81120	SALARIES - OVERTIME	129	0	590	0	590
110-41645-81130	LONGEVITY PAY	840	960	1,080	1,080	1,200
110-41645-81145	COMMUNICATION ALLOWANCE	480	480	480	320	480
110-41645-81410	FICA (EMPLOYER'S SHARE)	11,761	12,807	13,825	8,425	14,415
110-41645-81420	HEALTH INSURANCE	24,780	26,850	29,165	19,440	32,100
110-41645-81422	LIFE INSURANCE	522	540	540	360	540
110-41645-81425	RETIREMENT - HEALTH/LIFE	8,095	9,480	9,475	6,320	11,225
110-41645-81430	RETIREMENT - TCRS	25,765	27,554	28,670	18,641	26,140
110-41645-81481	CLOTHING/UNIFORMS	0	0	400	0	400
110-41645-82450	COMMUNICATIONS	0	0	0	0	420
110-41645-82599	OTHER PROF SRVCS	5,130	0	5,500	0	5,500
110-41645-82605	R/M - OFC MACH & EQUIP	0	151	650	486	650
110-41645-82610	R/M - MOTOR VEHICLES	933	27	1,000	578	1,000
110-41645-82620	R/M - MACH & EQUIPMENT	26,711	25,756	27,000	25,057	27,000
110-41645-82810	MBRSHIPS & REGISTRATIONS	2,139	970	1,500	596	4,150
110-41645-82820	TRAVEL - CONF & SCHOOLS	3,213	5,313	3,500	2,751	3,850
110-41645-83100	OFFICE SUPPLIES/MATERIALS	1,634	489	4,000	59	4,000
110-41645-83215	HOUSEHOLD/JANITORIAL SUPPLIES	31	94	100	30	100
110-41645-83299	SUNDRY	63	99	500	61	500
110-41645-83310	FUEL	372	212	1,000	94	1,000
110-41645-83540	COMPUTER HARDWARE - N/C	0	911	1,600	0	0
110-41645-83550	COMPUTER SOFTWARE-N/C	0	0	0	0	2,300
110-41645-89530	EQUIPMENT	0	0	0	0	6,000
Total Expenditures		281,103	287,159	309,170	198,162	329,695

DEPT 41650: HUMAN RESOURCES

110-41650-81110	SALARIES	190,057	200,174	202,540	125,571	209,160
110-41650-81130	LONGEVITY PAY	1,760	1,880	2,000	1,640	1,720
110-41650-81145	COMMUNICATION ALLOWANCE	720	720	720	480	720
110-41650-81410	FICA (EMPLOYER'S SHARE)	15,178	15,369	15,700	9,699	16,185
110-41650-81420	HEALTH INSURANCE	24,780	26,850	29,165	19,440	32,100
110-41650-81422	LIFE INSURANCE	522	540	540	345	540
110-41650-81425	RETIREMENT - HEALTH/LIFE	6,575	7,692	7,695	5,128	9,115
110-41650-81430	RETIREMENT - TCRS	29,034	30,872	32,405	20,547	29,280
110-41650-82210	PRINTING,STATIONERY,ENVELOPES	883	917	1,400	740	1,400
110-41650-82215	PUBLICATIONS, REPORTS, ETC	0	0	1,000	64	1,000
110-41650-82310	ADVERTISING/LEGAL NOTICES	11,803	7,875	10,000	4,266	10,000
110-41650-82510	MEDICAL SERVICES	34,012	52,871	57,000	42,050	63,545
110-41650-82599	OTHER PROF SRVCS	25,697	29,456	36,000	17,586	26,625
110-41650-82605	R/M - OFC MACH & EQUIP	4,333	7,176	7,600	11,094	11,200
110-41650-82750	ANNUAL EMPLOYEE BANQUET	15,131	17,166	18,000	18,543	19,000
110-41650-82755	AWARDS	5,921	8,607	10,720	10,156	9,560
110-41650-82810	MBRSHIPS & REGISTRATIONS	1,194	1,103	2,300	1,412	2,800
110-41650-82820	TRAVEL - CONF & SCHOOLS	2,326	476	2,500	0	2,500
110-41650-82890	TRAVEL - APPLICANTS	0	618	0	0	0
110-41650-83100	OFFICE SUPPLIES/MATERIALS	1,515	1,493	3,000	2,563	3,000
110-41650-83299	SUNDRY	4,993	6,546	5,250	4,422	5,500

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
Total Expenditures		376,434	418,401	445,535	295,746	454,950
DEPT 41680: COMMUNITY RELATIONS						
110-41680-81110	SALARIES	131,962	135,486	138,985	126,152	138,295
110-41680-81120	SALARIES - OVERTIME	0	75	0	113	0
110-41680-81130	LONGEVITY PAY	1,080	1,120	1,160	0	0
110-41680-81145	COMMUNICATION ALLOWANCE	1,200	1,200	1,200	1,000	1,440
110-41680-81410	FICA (EMPLOYER'S SHARE)	9,859	9,936	10,815	9,480	10,690
110-41680-81420	HEALTH INSURANCE	16,520	17,900	19,445	12,960	21,400
110-41680-81422	LIFE INSURANCE	332	297	360	245	360
110-41680-81425	RETIREMENT - HEALTH/LIFE	6,750	7,896	7,900	5,264	9,360
110-41680-81430	RETIREMENT - TCRS	20,169	21,403	22,240	14,945	19,360
110-41680-82110	POSTAGE	8,580	7,932	10,000	2,701	10,000
110-41680-82210	PRINTING,STATIONERY,ENVELOPES	16,381	12,467	18,000	4,806	18,000
110-41680-82215	PUBLICATIONS, REPORTS, ETC	0	110	100	55	2,000
110-41680-82310	ADVERTISING/LEGAL NOTICES	3,754	3,895	3,500	986	3,500
110-41680-82410	ELECTRICITY	306	311	500	208	500
110-41680-82420	WATER	3,121	962	3,000	618	3,000
110-41680-82450	COMMUNICATIONS	408	408	500	165	1,000
110-41680-82556	MARKETING-HOTEL/MOTEL	0	449	0	0	0
110-41680-82590	SPECIAL EVENTS	16,083	22,837	35,000	22,959	40,000
110-41680-82599	OTHER PROF SRVCS	24,343	28,011	17,300	10,335	20,000
110-41680-82605	R/M - OFC MACH & EQUIP	322	421	700	1,344	1,700
110-41680-82650	R/M - GROUNDS	42,804	39,438	47,000	18,885	47,000
110-41680-82810	MBRSHIPS & REGISTRATIONS	2,050	1,759	3,000	661	3,000
110-41680-82820	TRAVEL - CONF & SCHOOLS	3,453	3,509	5,000	1,910	5,000
110-41680-83100	OFFICE SUPPLIES/MATERIALS	429	347	300	1,112	500
110-41680-83299	SUNDRY	794	873	1,500	975	1,500
110-41680-83540	COMPUTER HARDWARE - N/C	0	0	2,000	103	5,500
110-41680-83550	COMPUTER SOFTWARE-N/C	0	0	0	21	500
110-41680-83560	BANNERS	3,705	10,268	9,500	0	5,500
110-41680-87131	LDRSHIP BWOOD	1,000	1,000	1,000	1,000	1,000
110-41680-87145	HISTORIC BOARD	2,500	2,500	2,500	0	2,500
Total Expenditures		317,905	332,810	362,505	239,003	372,605
DEPT 41700: PLANNING						
110-41700-81110	SALARIES	213,592	223,226	230,660	135,438	235,635
110-41700-81120	SALARIES - OVERTIME	0	268	0	119	0
110-41700-81130	LONGEVITY PAY	1,680	1,800	1,920	1,520	1,600
110-41700-81145	COMMUNICATION ALLOWANCE	1,680	1,680	1,680	960	1,680
110-41700-81410	FICA (EMPLOYER'S SHARE)	16,837	16,557	17,925	10,233	18,275
110-41700-81420	HEALTH INSURANCE	24,780	26,850	29,165	19,440	32,100
110-41700-81422	LIFE INSURANCE	522	540	540	300	540
110-41700-81425	RETIREMENT - HEALTH/LIFE	12,120	14,184	14,185	9,456	16,800
110-41700-81430	RETIREMENT - TCRS	32,619	35,292	36,905	21,271	32,990
110-41700-82210	PUBLICATIONS PRINTING	679	316	2,000	1,506	2,000
110-41700-82215	PUBLICATIONS, REPORTS, ETC	0	0	2,000	0	2,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
110-41700-82310	ADVERTISING/LEGAL NOTICES	2,255	1,891	2,500	1,127	2,500
110-41700-82550	PLANNING CONSULTANT SRVCS	85	0	5,000	0	5,000
110-41700-82554	SPECIAL CENSUS	35,320	0	0	0	40,000
110-41700-82555	RADIO & TV SRVCS	8,225	8,275	9,200	3,775	7,000
110-41700-82570	TRAFFIC ENG SRVCS	10,745	17,443	15,000	4,160	15,000
110-41700-82605	R/M - OFFICE MACH & EQUIP	0	176	610	3,381	5,500
110-41700-82620	R/M - MACH & EQUIPMENT	38,234	39,729	40,000	34,085	40,000
110-41700-82810	MBRSHIPS & REGISTRATIONS	14,311	14,742	17,000	12,299	18,000
110-41700-82820	TRAVEL - CONF & SCHOOLS	2,653	3,276	5,500	12	5,500
110-41700-83100	OFFICE SUPPLIES/MATERIALS	2,314	2,792	4,500	530	4,500
110-41700-83299	SUNDRY	1,512	937	3,000	855	3,000
110-41700-83535	OFFICE EQUIPMENT - N/C	0	0	1,000	0	1,000
110-41700-83540	COMPUTER HARDWARE - N/C	1,334	0	1,000	0	1,000
110-41700-83550	COMPUTER SOFTWARE-N/C	0	0	2,000	0	2,000
110-41700-89550	COMPUTER SOFTWARE	0	6,000	12,000	0	7,000
Total Expenditures		421,497	415,974	455,290	260,467	500,620

DEPT 41710: CODES

110-41710-81110	SALARIES	478,819	493,130	503,960	321,275	525,095
110-41710-81111	SALARIES - PART TIME	23,045	23,994	25,895	17,472	30,900
110-41710-81120	SALARIES - OVERTIME	172	0	1,180	0	1,180
110-41710-81130	LONGEVITY PAY	4,200	4,520	4,840	4,840	5,160
110-41710-81145	COMMUNICATION ALLOWANCE	3,360	3,360	3,360	2,240	3,360
110-41710-81410	FICA (EMPLOYER'S SHARE)	38,113	38,592	41,250	25,343	43,275
110-41710-81420	HEALTH INSURANCE	66,075	71,605	77,775	51,848	85,595
110-41710-81422	LIFE INSURANCE	1,392	1,440	1,440	960	1,440
110-41710-81425	RETIREMENT - HEALTH/LIFE	19,035	22,284	22,280	14,856	26,390
110-41710-81430	RETIREMENT - TCRS	73,038	77,892	80,825	52,774	73,680
110-41710-81470	WORKER'S COMPENSATION	15,000	12,996	13,000	8,664	11,700
110-41710-81481	CLOTHING & UNIFORMS	1,566	2,548	4,500	1,105	4,500
110-41710-82210	PUBLICATIONS PRINTING	1,332	767	2,500	474	2,500
110-41710-82215	PUBLICATIONS, REPORTS, ETC	1,178	146	3,000	75	3,000
110-41710-82310	ADVERTISING/LEGAL NOTICES	294	0	500	0	500
110-41710-82450	COMMUNICATIONS	3,554	3,518	4,000	2,119	4,000
110-41710-82540	ARCH ENG & LANDSCAPING	1,268	363	7,500	0	7,500
110-41710-82599	OTHER PROF SRVCS	0	0	0	8,268	0
110-41710-82605	R/M - OFFICE MACH & EQUIP	1,612	2,069	5,200	2,983	5,200
110-41710-82610	R/M - MOTOR VEHICLES	7,211	6,775	6,500	2,089	6,500
110-41710-82625	TIRES TUBES ETC	1,862	0	2,000	1,745	2,000
110-41710-82810	MBRSHIPS & REGISTRATIONS	3,775	3,549	8,500	1,829	8,500
110-41710-82820	TRAVEL - CONF & SCHOOLS	3,670	8,200	8,000	3,133	8,000
110-41710-83100	OFFICE SUPPLIES/MATERIALS	2,843	2,892	3,700	1,927	3,700
110-41710-83299	SUNDRY	3,207	1,874	3,500	1,532	3,500
110-41710-83310	FUEL	16,416	15,256	10,000	6,564	10,000
110-41710-83535	OFFICE EQUIPMENT - N/C	0	2,231	3,000	412	3,000
110-41710-83540	COMPUTER HARDWARE - N/C	2,456	1,896	3,500	258	3,500
110-41710-83550	COMPUTER SOFTWARE-N/C	750	0	1,000	0	1,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
110-41710-85130	INS - LIABILITY	2,272	2,442	4,100	0	4,100
110-41710-89520	VEHICLES	45,426	0	52,100	52,495	53,500
Total Expenditures		822,941	804,339	908,905	587,280	942,275

DEPT 41990: INSURANCE/OTHER BENEFITS

110-41990-81410	FICA (EMPLOYER'S SHARE)	0	14,160	15,875	6,016	15,875
110-41990-81421	DENTAL REIMBURSEMENT	66,594	67,517	75,000	33,735	75,000
110-41990-81441	401 RETIREMENT MATCH	247,209	260,625	270,400	172,189	281,000
110-41990-81445	RETIREE LEAVE PAYOUT - RESERVE	100,000	75,000	75,000	75,000	50,000
110-41990-81450	SICK LEAVE BUY-BACKS	69,099	69,406	61,880	37,875	64,355
110-41990-81455	ATTENDANCE BONUS PAY	12,000	14,000	15,000	0	15,000
110-41990-81456	ANNUAL LEAVE BUY-BACKS	105,517	115,687	130,000	40,766	135,200
110-41990-81457	EDUCATION REIMBURSEMENT	19,240	18,305	18,000	7,662	18,000
110-41990-81460	UNEMPLOYMENT COMPENSATION	0	352	5,000	0	5,000
110-41990-81470	WORKER'S COMPENSATION	20,000	17,004	17,000	11,336	15,300
110-41990-81480	LONG-TERM DISABILITY INSURANCE	39,409	37,278	40,000	25,423	40,000
110-41990-85105	INS - PRIVACY AND NETWORK SECURITY	6,114	6,211	7,000	0	7,000
110-41990-85120	INS - VEHICLE & EQUIP	156	2,639	4,000	144	1,000
110-41990-85130	LIABILITY INSURANCE	59,697	60,490	71,000	-2,426	71,000
110-41990-85140	OFFICIALS' SURETY BONDS	670	370	1,000	50	1,000
Total Expenditures		745,705	759,044	806,155	407,770	794,730

DEPT 42100: POLICE

110-42100-81110	SALARIES	3,229,315	3,351,220	3,628,520	2,242,411	3,887,150
110-42100-81111	SALARIES - PART TIME	22,989	25,001	25,565	17,376	0
110-42100-81120	SALARIES - OVERTIME	123,362	89,567	124,205	55,823	124,205
110-42100-81130	LONGEVITY PAY	24,640	29,880	25,000	25,000	26,920
110-42100-81140	STATE PAY SUPPLEMENTS	31,200	30,000	33,600	29,400	33,600
110-42100-81145	COMMUNICATION ALLOWANCE	16,140	16,300	16,800	10,300	15,840
110-42100-81160	TRANSPORTATION SUPPL PAY	0	92,722	120,000	64,298	120,000
110-42100-81170	F T O SUPPLEMENTAL PAY	4,787	6,129	7,200	8,136	14,400
110-42100-81180	EMT SUPPLEMENTAL PAY	903	905	0	25	0
110-42100-81190	SHIFT DIFFERENTIAL	35,458	32,432	41,100	24,345	41,100
110-42100-81410	FICA (EMPLOYER'S SHARE)	256,890	265,686	307,685	179,461	326,170
110-42100-81420	HEALTH INSURANCE	520,350	563,860	641,650	427,768	716,850
110-42100-81422	LIFE INSURANCE	10,649	10,665	11,880	7,665	12,060
110-42100-81425	RETIREMENT - HEALTH/LIFE	166,720	195,120	202,415	134,936	239,765
110-42100-81430	RETIREMENT - TCRS	625,245	656,745	735,130	458,172	696,130
110-42100-81470	WORKER'S COMPENSATION	100,000	86,004	86,000	57,336	77,400
110-42100-81481	CLOTHING & UNIFORMS	67,833	71,129	79,950	28,975	79,950
110-42100-82110	POSTAGE & BOX RENTAL	369	279	2,500	137	2,500
110-42100-82210	PRINTING,STATIONERY,ENVELOPES	5,062	4,125	7,500	8,212	7,500
110-42100-82330	PERIODICAL SUBSCRIPTIONS	2,438	6,282	3,000	608	3,000
110-42100-82450	COMMUNICATIONS	41,410	41,817	44,000	25,348	44,000
110-42100-82599	OTHER PROF SRVCS	77,588	59,906	66,750	40,264	73,750
110-42100-82605	R/M - OFC MACH & EQUIP	0	3,283	26,700	14,224	26,700
110-42100-82610	R/M - MOTOR VEHICLES	72,062	63,182	70,000	53,966	80,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
110-42100-82620	R/M - OTHER EQUIPMENT	89,165	145,385	187,100	148,247	177,875
110-42100-82625	TIRES TUBES ETC	14,006	10,283	18,000	11,168	18,000
110-42100-82810	MBRSHIPS & REGISTRATIONS	52,982	50,640	45,000	41,915	45,000
110-42100-82820	TRAVEL - CONF & SCHOOLS	33,153	30,792	50,000	26,080	50,000
110-42100-83100	OFFICE SUPPLIES/MATERIALS	5,069	3,870	10,000	1,714	8,000
110-42100-83215	HOUSEHOLD/JANITORIAL SUPPLIES	11,368	11,221	20,000	4,926	17,000
110-42100-83270	FIRE ARM SUPPLIES	31,888	30,867	56,120	33,293	56,120
110-42100-83290	OTHER OPER SUPPLIES	55,655	47,859	65,000	28,620	65,000
110-42100-83310	FUEL	197,481	172,004	115,000	76,020	115,000
110-42100-83520	TRAFFIC ENFORCEMENT SUPPLIES	9,645	6,590	2,500	0	10,000
110-42100-83525	VEHICLE ACCESSORIES	33,921	25,881	10,000	20,014	20,000
110-42100-83530	EQUIPMENT - N/C	5,225	86,616	15,000	4,281	5,000
110-42100-83535	OFFICE EQUIPMENT - N/C	4,509	7,636	4,500	539	4,500
110-42100-83540	COMPUTER HARDWARE - N/C	7,679	8,585	3,500	4,092	15,000
110-42100-83550	COMPUTER SOFTWARE-N/C	356	0	0	0	0
110-42100-83555	MISC TECHNOLOGY-N/C	7,509	0	0	414	0
110-42100-85130	INS - LIABILITY	52,014	61,224	64,500	8,789	70,000
110-42100-85240	RENTAL - MACH & EQUIP	13,562	15,060	7,000	2,230	7,000
110-42100-88930	EQUIPMENT REPLACEMENT FUND	380,000	390,000	400,000	266,664	411,000
110-42100-89530	RADIO EQUIPMENT	0	0	0	2,530	0
110-42100-89560	MISC TECHNOLOGY	0	1,302	7,500	0	12,000
Total Expenditures		6,440,597	6,808,054	7,387,870	4,595,722	7,755,485

DEPT 42200: FIRE AND RESCUE

110-42200-81110	SALARIES	3,363,738	3,552,467	3,743,340	2,417,721	3,887,780
110-42200-81115	SALARIES - OTHER	163,125	196,196	150,000	146,783	150,000
110-42200-81120	SALARIES - OVERTIME	10,250	29,265	13,835	20,173	13,835
110-42200-81130	LONGEVITY PAY	30,520	31,200	32,040	31,920	32,640
110-42200-81140	STATE PAY SUPPLEMENTS	31,800	36,000	36,000	0	36,000
110-42200-81145	COMMUNICATION ALLOWANCE	4,080	4,560	4,320	3,040	4,560
110-42200-81170	F T O SUPPLEMENTAL PAY	0	0	0	915	1,000
110-42200-81180	EMT SUPPLEMENTAL PAY	143,347	148,337	173,700	104,622	192,600
110-42200-81410	FICA (EMPLOYER'S SHARE)	274,811	289,091	317,720	198,025	330,315
110-42200-81420	HEALTH INSURANCE	520,350	563,900	641,650	427,768	706,150
110-42200-81422	LIFE INSURANCE	10,969	11,520	11,880	7,785	11,880
110-42200-81425	RETIREMENT - HEALTH/LIFE	174,020	203,676	210,960	140,640	249,885
110-42200-81430	RETIREMENT - TCRS	683,166	754,691	794,085	525,285	735,380
110-42200-81470	WORKER'S COMPENSATION	86,000	74,004	74,000	49,336	66,600
110-42200-81481	CLOTHING & UNIFORMS	40,335	40,132	38,500	27,908	38,500
110-42200-81482	PERSONAL PROTECTIVE EQUIPMENT	34,890	27,552	42,700	29,428	42,700
110-42200-82110	POSTAGE	348	325	350	204	350
110-42200-82410	ELECTRICITY	8,843	8,624	9,000	6,480	9,000
110-42200-82420	WATER	737	688	800	497	800
110-42200-82430	SEWER	893	846	900	511	900
110-42200-82440	NATURAL GAS	2,580	1,564	2,000	887	2,000
110-42200-82450	COMMUNICATIONS	7,497	8,320	10,000	4,193	10,000
110-42200-82599	OTHER PROF SRVCS	16,812	22,154	30,000	23,271	30,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
110-42200-82605	R/M - OFFICE MACH & EQUIPMENT	11,822	13,859	30,000	26,312	55,100
110-42200-82610	R/M - MOTOR VEHICLES	49,609	42,472	65,000	38,649	65,000
110-42200-82620	R/M - MACH & EQUIPMENT	25,186	27,450	19,500	23,178	25,000
110-42200-82625	TIRES TUBES ETC	8,938	8,224	12,500	6,497	10,000
110-42200-82650	R/M - GROUNDS	571	982	1,500	728	1,500
110-42200-82660	R/M - BUILDINGS	10,153	12,026	10,000	3,014	10,000
110-42200-82670	R/M - PLUMBING & HVAC	2,800	3,117	2,000	150	2,500
110-42200-82810	MBRSHIPS & REGISTRATIONS	31,921	27,482	30,000	18,831	30,000
110-42200-82820	TRAVEL - CONF & SCHOOLS	19,834	18,526	27,500	21,449	27,500
110-42200-83100	OFFICE SUPPLIES/MATERIALS	5,352	6,169	6,000	3,259	6,000
110-42200-83215	HOUSEHOLD/JANITORIAL SUPPLIES	12,169	12,965	11,000	8,865	11,000
110-42200-83240	MEDICAL SUPPLIES	14,311	11,497	17,500	13,346	17,500
110-42200-83290	OTHER OPER SUPPLIES	25,888	14,261	30,000	12,531	30,000
110-42200-83299	SUNDRY	5,679	2,301	5,000	3,512	5,000
110-42200-83310	FUEL	78,421	68,026	50,000	33,114	50,000
110-42200-83530	EQUIPMENT - N/C	55,213	22,300	49,000	38,372	40,400
110-42200-83535	OFFICE EQUIPMENT - N/C	2,024	0	2,500	2,951	2,500
110-42200-83540	COMPUTER HARDWARE - N/C	630	2,864	1,000	1,485	1,500
110-42200-83550	COMPUTER SOFTWARE-N/C	0	10,664	1,000	207	1,000
110-42200-83555	MISC TECHNOLOGY N/C	4,631	10,999	20,000	264	20,000
110-42200-84400	FIRE PREVENTION/EDUCATION	11,400	12,509	15,000	9,150	15,000
110-42200-85110	INS ON BLDGS	1,284	1,341	1,450	1,347	1,450
110-42200-85120	INS - VEH & EQUIP	332	427	1,000	341	1,000
110-42200-85130	INS - LIABILITY	43,524	48,242	46,750	1,123	46,750
110-42200-85210	HYDRANT RENTAL EXPENSE	100,000	100,000	100,000	66,667	100,000
110-42200-88930	EQUIPMENT REPLACEMENT FD	298,000	313,000	320,000	213,336	329,000
110-42200-89520	VEHICLES	63,904	0	40,000	37,974	0
110-42200-89530	EQUIPMENT	0	0	0	0	37,500
110-42200-89550	COMPUTER SOFTWARE	0	5,000	0	0	0
110-42200-89920	GRANT - EQUIPMENT	3,791	93,744	0	0	0
Total Expenditures		6,496,498	6,895,559	7,252,980	4,754,044	7,495,075

DEPT 42210: BRENTWOOD SAFETY CENTER EAST

110-42210-82410	ELECTRIC	18,368	17,855	18,000	12,456	18,000
110-42210-82420	WATER	1,405	1,581	1,500	1,181	1,500
110-42210-82430	SEWER	660	804	1,000	483	1,000
110-42210-82440	NATURAL/PROPANE GAS	3,533	1,987	3,000	985	3,000
110-42210-82450	COMMUNICATIONS	0	0	1,000	0	0
110-42210-82599	OTHER PROF SERVICES	560	1,556	1,000	315	1,000
110-42210-82605	R/M - OFFICE MACH & EQUIP	5,514	3,251	4,000	3,372	4,000
110-42210-82620	R/M - MACH & EQUIPMENT	957	388	2,500	304	1,500
110-42210-82650	GROUNDS MAINT	11,172	11,344	11,500	9,423	16,500
110-42210-82660	R/M - BUILDINGS	10,669	8,151	6,000	5,441	15,000
110-42210-82670	R/M - PLUMBING & HVAC	2,525	1,742	3,000	2,210	3,000
110-42210-83100	OFFICE SUPPLIES/MATERIALS	397	388	500	450	500
110-42210-83215	HOUSEHOLD/JANITORIAL SUPPLIES	3,451	4,313	4,000	2,334	4,000
110-42210-83290	OTHER OPER SUPPLIES	830	1,167	1,500	360	1,500

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
110-42210-83530	EQUIPMENT - N/C	813	57	7,500	1,761	1,500
110-42210-83535	OFFICE EQUIPMENT - N/C	0	0	500	0	0
110-42210-83555	MISC TECHNOLOGY N/C	0	2,029	0	0	0
110-42210-85110	INS ON BUILDINGS	4,255	4,450	5,000	4,243	5,000
110-42210-85130	INS - LIABILITY	125	133	150	36	150
110-42210-89530	EQUIPMENT	0	11,921	7,000	6,941	0
Total Expenditures		65,234	73,117	78,650	52,295	77,150

DEPT 43120: PUBLIC WORKS

110-43120-81110	SALARIES	774,784	761,372	844,410	522,268	888,815
110-43120-81120	SALARIES - OVERTIME	51,443	50,656	51,880	21,876	51,880
110-43120-81130	LONGEVITY PAY	8,720	6,200	6,600	6,800	7,240
110-43120-81145	COMMUNICATION ALLOWANCE	1,440	1,440	1,440	960	1,440
110-43120-81410	FICA (EMPLOYER'S SHARE)	59,929	59,299	69,195	40,112	72,685
110-43120-81420	HEALTH INSURANCE	156,930	187,965	204,165	136,112	224,685
110-43120-81422	LIFE INSURANCE	3,489	3,570	3,780	2,565	3,780
110-43120-81425	RETIREMENT - HEALTH/LIFE	34,180	42,900	42,895	28,600	50,810
110-43120-81430	RETIREMENT - TCRS	121,474	128,597	143,405	89,603	131,800
110-43120-81470	WORKER'S COMPENSATION	41,000	35,004	35,000	23,336	31,500
110-43120-81481	CLOTHING & UNIFORMS	21,448	24,474	23,820	15,603	25,000
110-43120-82270	LANDFILL FEES	4,464	82,669	115,000	45,156	115,000
110-43120-82450	COMMUNICATIONS	1,419	1,208	3,000	689	3,000
110-43120-82599	OTHER PROF SRVCS	8,141	3,147	5,000	3,735	14,500
110-43120-82605	R/M - OFC MACH & EQUIP	0	298	1,150	1,531	1,500
110-43120-82610	R/M - MOTOR VEHICLES	28,274	33,235	37,750	21,245	37,750
110-43120-82620	R/M - MACH & EQUIPMENT	35,464	41,047	42,600	15,345	42,600
110-43120-82625	TIRES TUBES ETC	13,699	10,516	16,350	3,506	16,350
110-43120-82640	R/M - ROADS & STREETS	810,000	810,033	810,000	498,160	810,000
110-43120-82643	SIGNS/SALT/STRIPING/SUPPLIES	109,426	120,000	135,000	25,714	135,000
110-43120-82644	GUARD RAILS & POSTS	0	0	5,000	0	5,000
110-43120-82646	CRUSHED STONE	1,165	3,473	8,000	1,617	8,000
110-43120-82647	ASPHALT & ASPHALT FILLER	7,165	7,783	8,500	2,383	8,500
110-43120-82655	R O W MAINTENANCE - MOWING	134,780	125,680	140,000	70,120	160,000
110-43120-82690	STREET SWEEPING	25,621	25,621	30,000	15,224	30,000
110-43120-82810	MBRSHIPS & REGISTRATIONS	1,736	228	3,000	60	3,000
110-43120-82820	TRAVEL - CONF & SCHOOLS	0	559	2,000	0	2,000
110-43120-83290	OTHER OPER SUPPLIES	10,677	13,796	15,000	14,189	15,000
110-43120-83310	FUEL	105,113	98,842	75,000	43,436	75,000
110-43120-83535	OFFICE EQUIPMENT - N/C	0	4,666	0	0	0
110-43120-85120	INS - VEH & EQUIP	1,027	1,035	1,000	1,103	1,200
110-43120-85130	INS - LIABILITY	17,220	14,514	15,600	0	15,600
110-43120-85240	RENTAL - MACH & EQUIP	8,295	4,192	7,500	40	7,500
110-43120-88930	EQUIPMENT REPLACEMENT FUND	165,000	165,000	180,000	120,000	190,000
110-43120-89520	VEHICLES	27,137	0	30,000	0	30,000
110-43120-89530	EQUIPMENT	46,980	44,889	13,500	-213	19,000
Total Expenditures		2,837,640	2,913,908	3,126,540	1,770,875	3,235,135

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Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
DEPT 43150: STORM DRAINAGE						
110-43150-89440	SUBDIVISION IMPROVEMENTS	9,844	13,134	50,000	4,916	50,000
	Total Expenditures	9,844	13,134	50,000	4,916	50,000
DEPT 43160: STREET LIGHTING						
110-43160-82410	ELECTRIC	489,357	459,678	525,000	276,244	440,000
	Total Expenditures	489,357	459,678	525,000	276,244	440,000
DEPT 43165: TRAFFIC SIGNALIZATION						
110-43165-81110	SALARIES	102,248	48,809	81,925	32,159	93,780
110-43165-81120	SALARIES - OVERTIME	11,285	13,135	7,800	8,583	7,800
110-43165-81130	LONGEVITY PAY	840	520	560	560	600
110-43165-81145	COMMUNICATION ALLOWANCE	990	720	960	480	720
110-43165-81410	FICA (EMPLOYER'S SHARE	8,536	4,799	6,945	3,162	7,790
110-43165-81420	HEALTH INSURANCE	16,520	17,900	19,445	12,960	21,400
110-43165-81422	LIFE INSURANCE	144	180	360	120	360
110-43165-81425	RETIREMENT - HEALTH/LIFE	2,610	3,060	3,055	2,040	3,620
110-43165-81430	RETIREMENT - TCRS	17,487	9,693	14,355	6,721	14,220
110-43165-82410	ELECTRIC	7,908	11,748	6,000	3,079	6,000
110-43165-82450	COMMUNICATIONS	10,310	5,443	15,000	5,921	15,000
110-43165-82570	TRAFFIC ENG SERVICES	35,275	18,418	25,000	5,660	25,000
110-43165-82605	R/M - OFC MACH & EQUIP	0	252	410	151	410
110-43165-82610	R/M - MOTOR VEHICLES	968	477	2,000	1,145	2,000
110-43165-82620	R/M - MACH & EQUIPMENT	725	2,979	14,000	8,250	25,000
110-43165-82641	CONTRACT SIGNAL MAINTENANCE	18,362	11,338	20,000	17,004	36,000
110-43165-82810	MBRSHIPS & REGISTRATIONS	590	40	1,500	100	1,500
110-43165-82820	CONFERENCES & SCHOOLS	1,295	1,805	4,000	0	4,000
110-43165-83100	OFFICE SUPPLIES	4	46	0	0	0
110-43165-83290	OTHER OPERATING SUPPLIES	23,762	18,570	24,000	9,943	24,000
110-43165-83310	FUEL	4,234	2,787	3,000	1,348	3,000
110-43165-83530	EQUIPMENT - N/C	0	0	0	2,594	12,000
110-43165-85110	INS ON PROPERTY	13,381	14,004	16,000	14,885	16,000
110-43165-85240	RENTAL - EXPENSE	0	189	2,500	183	2,500
110-43165-88930	EQUIPMENT REPLACEMENT FUND	11,000	13,000	13,000	8,664	14,000
110-43165-89520	VEHICLES	0	23,806	0	0	0
110-43165-89530	EQUIPMENT	24,894	26,253	20,000	18,129	7,500
	Total Expenditures	313,368	249,971	301,815	163,841	344,200
DEPT 43170: SERVICE CENTER						
110-43170-81110	SALARIES	58,222	58,578	65,630	35,553	71,110
110-43170-81120	SALARIES - OVERTIME	2,034	945	1,040	612	1,040
110-43170-81130	LONGEVITY PAY	240	280	520	320	360
110-43170-81410	FICA (EMPLOYER'S SHARE)	4,388	4,326	5,140	2,663	5,535
110-43170-81420	HEALTH INSURANCE	16,520	17,900	19,445	12,960	21,400
110-43170-81422	LIFE INSURANCE	348	330	360	195	360
110-43170-81425	RETIREMENT - HEALTH/LIFE	3,540	4,140	4,145	2,760	4,910
110-43170-81430	RETIREMENT - TCRS	9,029	9,408	10,665	5,856	10,100

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110-43170-82330	PERIODICAL SUBSCRIPTIONS	525	554	550	326	550
110-43170-82410	ELECTRIC	33,537	32,766	32,000	23,544	35,000
110-43170-82420	WATER	10,639	3,255	10,500	6,391	10,500
110-43170-82430	SEWER	2,273	2,608	2,150	2,069	3,500
110-43170-82440	NATURAL/PROPANE GAS	10,913	6,004	12,500	4,056	10,000
110-43170-82599	OTHER PROF SRVCS	3,522	4,599	7,000	17,918	7,000
110-43170-82605	R/M - OFFICE MACH & EQUIPMENT	17,262	10,564	11,500	5,942	16,000
110-43170-82645	STORM WATER DRAINAGE	1,549	1,549	1,550	904	1,550
110-43170-82650	GROUNDS MAINT CONTRACT	15,074	15,315	11,000	9,096	15,240
110-43170-82660	R/M - BUILDINGS	57,286	73,039	52,000	40,608	55,000
110-43170-82670	R/M - PLUMBING & HVAC	13,478	7,757	5,500	1,456	6,200
110-43170-83100	OFFICE SUPPLIES/MATERIALS	5,396	5,409	6,000	2,744	6,000
110-43170-83215	HOUSEHOLD/JANITORIAL SUPPLIES	10,721	10,301	9,000	8,162	11,000
110-43170-83290	OTHER OPER SUPPLIES	3,020	1,492	2,500	1,167	2,500
110-43170-83530	EQUIPMENT - N/C	449	713	0	0	0
110-43170-85110	INS ON BLDGS	6,550	6,872	7,000	6,760	7,200
Total Expenditures		286,515	278,704	277,695	192,062	302,055

DEPT 43800: ENGINEERING

110-43800-81110	SALARIES	340,979	352,771	360,865	230,049	379,940
110-43800-81130	LONGEVITY PAY	1,600	1,720	1,840	1,840	2,160
110-43800-81145	COMMUNICATION ALLOWANCE	2,400	2,400	2,400	1,600	2,640
110-43800-81410	FICA (EMPLOYER'S SHARE)	26,719	26,057	27,930	16,490	29,435
110-43800-81420	HEALTH INSURANCE	33,040	35,805	38,890	25,928	42,795
110-43800-81422	LIFE INSURANCE	870	735	720	480	720
110-43800-81425	RETIREMENT - HEALTH/LIFE	17,350	20,316	20,310	13,544	24,060
110-43800-81430	RETIREMENT - TCRS	52,087	55,717	57,740	37,749	53,190
110-43800-81481	CLOTHING & UNIFORMS	255	0	1,000	87	500
110-43800-82541	CIVIL ENG SRVCS	1,500	300	17,500	0	17,500
110-43800-82560	GEOTECH/INSP SRVCS	126	0	5,000	0	5,000
110-43800-82605	R/M - OFC MACH & EQUIP	0	150	800	538	500
110-43800-82610	R/M - MOTOR VEHICLES	4,040	298	2,000	900	2,000
110-43800-82620	R/M - MACH & EQUIPMENT	1,574	378	1,800	1,012	1,800
110-43800-82645	STORM WATER COMPLIANCE	21,908	6,098	20,000	6,673	27,000
110-43800-82810	MBRSHIPS & REGISTRATIONS	4,040	4,712	6,500	4,525	6,500
110-43800-82820	TRAVEL	279	787	3,000	651	3,000
110-43800-83290	OTHER OPER SUPPLIES	775	731	2,500	593	2,500
110-43800-83310	FUEL	7,867	8,065	6,000	3,018	6,000
110-43800-83530	EQUIPMENT - N/C	0	0	2,500	21	2,000
110-43800-83540	COMPUTER HARDWARE - N/C	0	0	500	0	500
110-43800-89520	VEHICLES	0	0	0	0	27,500
Total Expenditures		517,409	517,040	579,795	345,698	637,240

DEPT 44100: PUBLIC HEALTH

110-44100-82592	CO HEALTH DEPT CONTRACT	15,000	15,000	15,000	0	15,000
110-44100-82595	CO ANIMAL CONTROL CONTRACT	73,524	52,917	56,000	0	60,000
Total Expenditures		88,524	67,917	71,000	0	75,000

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DEPT 44400: PARKS & RECREATION						
110-44400-81110	SALARIES	603,447	647,777	653,005	379,852	711,775
110-44400-81111	SALARIES - PART TIME	102,490	104,866	135,200	66,369	130,000
110-44400-81120	SALARIES - OVERTIME	9,098	9,145	15,600	2,365	15,600
110-44400-81130	LONGEVITY PAY	6,520	6,280	5,120	5,120	5,440
110-44400-81145	COMMUNICATION ALLOWANCE	2,160	2,160	2,160	1,440	2,160
110-44400-81410	FICA (EMPLOYER'S SHARE)	53,321	57,628	61,880	34,149	66,170
110-44400-81420	HEALTH INSURANCE	123,895	134,260	150,690	100,464	171,190
110-44400-81422	LIFE INSURANCE	2,310	2,580	2,790	1,665	2,880
110-44400-81425	RETIREMENT - HEALTH/LIFE	25,385	29,712	30,215	20,144	35,790
110-44400-81430	RETIREMENT - TCRS	93,136	95,181	106,980	62,713	101,835
110-44400-81470	WORKER'S COMPENSATION	19,000	15,996	16,000	10,664	14,400
110-44400-81481	CLOTHING & UNIFORMS	12,363	12,842	14,000	7,942	14,000
110-44400-82210	PRINTING,STATIONERY,ENVELOPES	1,064	0	2,000	1,396	2,000
110-44400-82310	ADVERTISING/LEGAL NOTICES	50	493	0	0	0
110-44400-82410	ELECTRIC	80,078	75,225	100,000	57,640	90,000
110-44400-82420	WATER	91,305	110,239	150,000	94,683	150,000
110-44400-82430	SEWER	9,079	3,531	11,000	2,310	7,000
110-44400-82440	NATURAL/PROPANE GAS	537	558	600	359	600
110-44400-82450	COMMUNICATIONS	832	958	1,000	517	1,000
110-44400-82540	ARCH ENG & LANDSCAPING	0	0	1,000	0	1,000
110-44400-82605	R/M - OFC MACH & EQUIP	0	215	1,000	787	1,000
110-44400-82610	R/M - MOTOR VEHICLES	24,729	15,888	25,000	11,255	25,000
110-44400-82620	R/M - MACH & EQUIPMENT	28,094	32,023	33,065	22,223	33,065
110-44400-82625	TIRES TUBES ETC	5,026	5,760	6,000	3,519	6,000
110-44400-82650	R/M - GROUNDS	193,553	211,314	250,000	120,309	250,000
110-44400-82652	LANDSCAPING SUPPLIES	18,329	18,202	22,000	5,449	22,000
110-44400-82653	R/M - IRRIGATION	6,446	6,526	9,000	2,034	9,000
110-44400-82660	R/M - FACILITIES	111,984	120,458	145,000	54,438	145,000
110-44400-82675	R/M - SPORTS FIELDS	33,492	29,782	35,000	3,938	35,000
110-44400-82676	FERTILIZATION PROGRAM	29,066	27,698	34,000	13,375	34,000
110-44400-82810	MBRSHIPS & REGISTRATIONS	4,895	5,050	6,000	1,900	6,000
110-44400-82820	TRAVEL - CONF & SCHOOLS	1,769	2,662	5,000	1,566	5,000
110-44400-83100	OFFICE SUPPLIES/MATERIALS	264	893	1,000	252	1,000
110-44400-83215	HOUSEHOLD/JANITORIAL SUPPLIES	16,621	18,688	20,000	6,132	20,000
110-44400-83220	REC PROGRAM SUPPLIES	9,084	11,309	12,000	6,567	12,000
110-44400-83290	OTHER OPER SUPPLIES	13,378	13,041	13,000	6,088	13,000
110-44400-83299	SUNDRY	135	88	1,000	435	1,000
110-44400-83310	FUEL	71,875	65,784	38,500	27,337	42,000
110-44400-83530	EQUIPMENT N/C	3,650	626	0	0	0
110-44400-85110	INS ON BLDGS	7,717	8,613	9,000	8,467	9,500
110-44400-85120	INS - VEH & EQUIP	556	625	550	688	1,000
110-44400-85130	INS - LIABILITY	18,256	14,248	20,000	5,000	22,000
110-44400-85240	RENTAL - EQUIPMENT	3,449	1,019	3,500	2,424	3,500
110-44400-87135	PROGRAM CONTRIBUTIONS	87,000	87,000	87,000	87,000	87,000
110-44400-87140	TREE BOARD	2,986	1,771	3,000	1,467	3,000

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Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
110-44400-88930	EQUIPMENT REPLACEMENT FUND	9,000	9,000	9,000	6,000	10,000
110-44400-89520	VEHICLES	27,436	27,329	27,500	0	27,500
110-44400-89530	EQUIPMENT	39,985	34,316	61,000	58,840	48,500
Total Expenditures		2,004,845	2,079,359	2,336,355	1,307,282	2,394,905

DEPT 44800: PUBLIC LIBRARY

110-44800-81110	SALARIES	562,431	567,097	560,810	352,686	614,480
110-44800-81111	SALARIES - PART TIME	378,708	390,477	417,765	261,024	417,765
110-44800-81120	SALARIES - OVERTIME	0	0	1,070	0	1,070
110-44800-81130	LONGEVITY PAY	5,960	4,720	4,080	4,280	4,520
110-44800-81145	COMMUNICATION ALLOWANCE	720	720	720	480	720
110-44800-81410	FICA (EMPLOYER'S SHARE)	71,659	72,756	75,310	46,762	79,450
110-44800-81420	HEALTH INSURANCE	99,115	107,410	116,665	77,776	128,390
110-44800-81422	LIFE INSURANCE	2,205	2,160	2,160	1,410	2,160
110-44800-81425	RETIREMENT - HEALTH/LIFE	26,595	31,128	31,130	20,752	36,875
110-44800-81430	RETIREMENT - TCRS	85,657	88,596	89,900	57,967	86,175
110-44800-82110	POSTAGE & METER RENTAL	8,262	11,250	10,000	6,379	10,000
110-44800-82210	PRINTING,STATIONERY,ENVELOPES	2,875	3,773	4,000	3,241	3,000
110-44800-82220	BOOKS, CATALOGUES, BROCHURES	176,604	170,365	189,000	106,219	189,000
110-44800-82221	E-BOOKS	24,301	25,661	40,000	22,925	42,000
110-44800-82225	AUDIO VISUALS	74,941	75,656	82,500	31,235	83,750
110-44800-82330	PERIODICAL SUBSCRIPTIONS	11,397	11,481	12,600	10,922	12,600
110-44800-82331	ONLINE SERVICES AND RESOURCES	101,995	122,967	126,000	127,300	132,000
110-44800-82410	ELECTRIC	116,586	113,406	115,000	79,222	120,000
110-44800-82420	WATER	7,154	8,603	12,050	13,579	12,050
110-44800-82430	SEWER	1,866	1,926	2,000	1,467	2,000
110-44800-82440	NATURAL/PROPANE GAS	23,125	15,902	27,000	15,103	20,000
110-44800-82450	COMMUNICATIONS	9,274	9,392	10,000	5,934	10,000
110-44800-82599	OTHER PROF SRVCS	77,564	58,834	50,000	45,764	60,000
110-44800-82605	R/M - OFFICE MACH & EQUIPMENT	42,175	54,364	69,400	62,998	75,000
110-44800-82620	R/M - MACH & EQUIPMENT	4,092	0	5,000	818	5,000
110-44800-82650	R/M - GROUNDS	16,738	49,405	22,500	46,275	30,000
110-44800-82660	R/M - BUILDINGS	220,424	233,326	190,000	190,698	208,500
110-44800-82670	R/M - PLUMBING & HVAC	30,324	29,120	20,000	6,181	20,000
110-44800-82810	MBRSHIPS & REGISTRATIONS	2,953	1,600	3,000	1,314	3,000
110-44800-82820	TRAVEL - CONF & SCHOOLS	645	3,322	4,000	570	4,000
110-44800-82825	GRANT EXPENSE	95	42	2,500	0	2,500
110-44800-83100	OFFICE SUPPLIES/MATERIALS	31,738	23,611	25,000	15,997	25,000
110-44800-83250	PROGRAMS	9,288	7,801	11,000	2,452	11,000
110-44800-83290	OTHER OPERATING SUPPLIES	107	90	0	32	0
110-44800-83299	SUNDRY	8,491	14,244	9,500	5,633	9,500
110-44800-83530	EQUIPMENT - N/C	227	3,481	0	1,106	0
110-44800-83535	OFFICE EQUIPMENT - N/C	230	2,344	0	0	2,000
110-44800-83540	COMPUTER HARDWARE - N/C	1,553	2,684	10,000	11,161	10,000
110-44800-83550	COMPUTER SOFTWARE-N/C	17,148	18,292	20,000	14,616	20,000
110-44800-83560	MISC TECHNOLOGY - N/C	2,233	0	5,000	0	3,000
110-44800-85110	INS ON BLDGS	19,761	20,564	22,000	19,191	22,000

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Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
110-44800-85130	INS - LIABILITY	3,962	4,082	5,000	488	5,000
110-44800-89550	COMPUTER SOFTWARE	9,925	0	0	0	0
Total Expenditures		2,291,103	2,362,652	2,403,660	1,671,957	2,523,505

DEPT 44900: EDUCATION

110-44900-87720	BRENTWOOD HIGH SCHOOL	60,000	60,000	60,000	60,000	60,000
110-44900-87721	BRENTWOOD MIDDLE SCHOOL	15,000	15,000	15,000	15,000	15,000
110-44900-87722	CROCKETT ELEMENTARY SCHOOL	10,000	10,000	10,000	10,000	10,000
110-44900-87723	LIPSCOMB ELEMENTARY SCHOOL	10,000	10,000	10,000	10,000	10,000
110-44900-87724	SCALES ELEMENTARY SCHOOL	10,000	10,000	10,000	10,000	10,000
110-44900-87725	WOODLAND MIDDLE SCHOOL	15,000	15,000	15,000	15,000	15,000
110-44900-87726	EDMONDSON ELEMENTARY SCHOOL	10,000	10,000	10,000	10,000	10,000
110-44900-87727	KENROSE ELEMENTARY SCHOOL	10,000	10,000	10,000	10,000	10,000
110-44900-87728	RAVENWOOD HIGH SCHOOL	60,000	60,000	60,000	60,000	60,000
110-44900-87729	SUNSET ELEMENTARY SCHOOL	10,000	10,000	10,000	10,000	10,000
110-44900-87730	SUNSET MIDDLE SCHOOL	6,600	4,500	15,000	15,000	15,000
Total Expenditures		216,600	214,500	225,000	225,000	225,000

DEPT 45000: ECONOMIC DEVELOPMENT

110-45000-87134	BUSINESS SUPPORT	10,000	10,000	10,000	10,000	10,000
Total Expenditures		10,000	10,000	10,000	10,000	10,000

DEPT 47000: HISTORIC SITES - COOL SPRINGS

110-47000-82410	ELECTRIC	2,468	2,369	3,000	1,735	3,000
110-47000-82420	WATER	436	164	600	95	600
110-47000-82430	SEWER	358	29	400	0	300
110-47000-82440	NATURAL GAS	2,687	1,580	2,500	1,267	2,500
110-47000-82450	COMMUNICATIONS	853	1,424	3,000	1,306	2,500
110-47000-82599	OTHER PROF SRVCS	5,680	0	600	32	600
110-47000-82649	COOL SPRINGS HOUSE CLEANING FEE	4,975	6,100	5,200	4,100	7,000
110-47000-82650	R/M - GROUNDS	6,767	7,295	7,500	5,105	7,500
110-47000-82660	R/M - BUILDINGS	23,083	12,037	30,000	7,261	30,000
110-47000-83290	OTHER OPERATING SUPPLIES	148	83	200	9	200
110-47000-85110	INS ON BLDGS	977	1,020	1,100	980	1,100
Total Expenditures		48,432	32,101	54,100	21,890	55,300

DEPT 47010: HISTORIC SITES - RAVENSWOOD

110-47010-81111	SALARIES - PART TIME	473	2,359	4,000	810	4,000
110-47010-81410	FICA (EMPLOYER'S SHARE)	36	180	305	62	300
110-47010-82310	ADVERTISING/LEGAL NOTICES	6,323	10,560	18,000	12,104	20,000
110-47010-82410	ELECTRIC	7,934	7,059	10,000	4,746	9,000
110-47010-82420	WATER	9,917	3,077	9,000	3,058	9,000
110-47010-82430	SEWER	150	286	500	120	500
110-47010-82450	COMMUNICATIONS	1,170	850	1,200	600	1,200
110-47010-82599	OTHER PROF SRVCS	2,093	150	5,000	384	5,000
110-47010-82649	RAVENSWOOD HOUSE CLEANING	5,010	7,713	6,500	4,438	8,500
110-47010-82650	R/M GROUNDS	19,913	25,887	25,000	14,255	25,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
110-47010-82660	R/M - BUILDINGS	24,055	14,442	25,000	7,051	20,000
110-47010-83290	OTHER OPERATING SUPPLIES	908	604	5,000	11	5,000
110-47010-83565	FURNITURE AND FIXTURES N/C	2,315	4,493	10,000	41	5,000
110-47010-85110	INS ON BLDGS	1,796	1,879	1,800	1,814	2,000
Total Expenditures		82,093	79,539	121,305	49,494	114,500
Total Expenditures - Historic Sites		130,525	111,640	175,405	71,384	169,800

DEPT 52000: TRANSFERS

110-52000-88010	TRANSFER - D S FUND	3,350,000	3,350,000	2,950,000	2,950,000	2,950,000
110-52000-88030	TRANSFER - M C FUND	610,000	610,000	610,000	610,000	670,000
110-52000-88040	TRANSFER - ECD FUND	418,700	418,700	484,700	484,700	484,700
110-52000-88041	TRANSFER-ER FUND	140,000	60,000	0	0	0
110-52000-88080	TRANSFER - C P FUND	2,145,000	2,695,000	300,000	300,000	300,000
110-52000-88081	FUND BALANCE TRANSFER-CP FUND	3,000,000	7,800,000	0	0	0
110-52000-88085	TRANSFER-FACILITY MAINT FUND	200,000	200,000	200,000	200,000	200,000
Total Expenditures		9,863,700	15,133,700	4,544,700	4,544,700	4,604,700
Total Expenditures - General Fund		37,949,873	44,132,276	36,101,075	24,056,444	37,265,810

FUND 121: STATE STREET AID FUND

Revenues

121-00000-33551	STATE GAS/MOTOR FUEL TAX	986,778	1,110,780	1,100,000	770,366	1,125,000
121-00000-36100	INTEREST EARNINGS	1,790	6,553	4,000	6,645	4,000
Total Revenues		988,568	1,117,333	1,104,000	777,011	1,129,000

Expenditures

121-43120-82640	R/M - ROADS & STREETS	593,584	881,688	1,780,000	0	1,140,000
Total Expenditures		593,584	881,688	1,780,000	0	1,140,000

FUND 123: PUBLIC WORKS PROJECT FUND

Revenues

123-00000-36100	INTEREST EARNINGS	4,092	17,380	7,000	18,597	20,000
123-00000-36695	PW PROJECT FEES	1,054,200	1,676,424	1,650,000	759,832	940,000
Total Revenues		1,058,292	1,693,804	1,657,000	778,429	960,000

Expenditures

123-43120-88080	TRANSFER - C P FUND	0	0	1,000,000	1,000,000	600,000
Total Expenditures		0	0	1,000,000	1,000,000	600,000

FUND 124: ADEQUATE FACILITES TAX FUND

Revenues

124-00000-31860	ADEQUATE SCHOOL FACILITIES TAX	618,838	713,422	450,000	355,831	450,000
124-00000-36100	INTEREST EARNINGS	3,511	11,916	10,000	10,965	10,000
Total Revenues		622,349	725,338	460,000	366,796	460,000

Expenditures

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
124-44400-87160	WILLIAMSON CO SCHOOLS CONTRIB	0	0	0	0	400,000
124-44400-88080	TRANSFER - C P FUND	0	0	750,000	750,000	0
Total Expenditures		0	0	750,000	750,000	0

FUND 126: DRUG FUND

Revenues

126-00000-35140	DRUG RELATED FINES	16,112	33,851	20,000	10,450	20,000
126-00000-35170	FEDERAL FORFEITED PROPERTY	45,769	50,678	0	105,307	0
126-00000-36100	INTEREST EARNINGS	1,104	2,613	1,500	3,091	3,000
126-00000-36330	SALE OF EQUIPMENT	4,450	0	0	0	0
126-00000-36700	CONTRIBUTION - DRUG FUND	6,050	2,250	0	3,275	0
Total Revenues		73,485	89,392	21,500	122,123	23,000

Expenditures

126-42100-83299	SUNDRY	17,501	18,862	20,000	10,660	20,000
126-42110-89560	MISC TECHNOLOGY	15,355	53,427	0	0	200,000
Total Expenditures		32,856	72,289	20,000	10,660	220,000

FUND 127: POST EMPLOYMENT BENEFITS FUND

Revenues

127-00000-36100	INTEREST EARNINGS	2,403	5,454	3,000	5,793	5,000
127-00000-37810	RETIREE BNFT TRNSFR FROM GF	36,730	40,565	27,440	0	0
127-00000-37811	RETIREE BNFT TRNSFR FROM WSF	3,935	4,326	2,845	0	0
127-00000-37812	RETIREE BNFT TRNSFR FROM ECD	1,390	1,529	1,005	0	0
127-00000-37813	RETIREE LEAVE PAYOUT TRANSFER - GF	100,000	75,000	75,000	75,000	50,000
Total Revenues		144,458	126,874	109,290	80,793	55,000

Expenditures

127-41990-82599	OTHER PROF SRVCS	0	7,500	0	0	0
Total Expenditures		0	7,500	0	0	0

Totals

144,458	119,374	109,290	80,793	55,000
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FUND 211: DEBT SERVICE FUND

Revenues

211-00000-36100	INTEREST EARNINGS	10,783	22,766	15,000	21,663	23,000
211-00000-36927	2013 GO REF BOND PROCEEDS	0	3,035,000	0	0	0
211-00000-36935	OTHER FINANCING SOURCES - BOND PREMIUM	0	118,993	0	0	0
211-00000-37810	OPER TRANSFER FROM GENERAL FD	3,350,000	3,350,000	2,950,000	2,950,000	2,950,000
Total Revenues		3,360,783	6,526,759	2,965,000	2,971,663	2,973,000

Expenditures

211-49000-86116	PRIN - 2003 GO REFUNDING	320,000	0	0	0	0
211-49000-86118	PRIN - 2006 GO BONDS	230,000	240,000	0	0	0
211-49000-86119	PRIN - 2007 GO BONDS	215,000	220,000	230,000	230,000	0
211-49000-86120	PRIN - 2009 GO BONDS	190,000	200,000	200,000	200,000	210,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
211-49000-86121	PRIN - 2006 GO REFUNDING	265,000	270,000	280,000	1,860,000	0
211-49000-86122	PRIN - 2011 GO BONDS	200,000	195,000	200,000	200,000	205,000
211-49000-86123	PRIN - 2011 GO REFUNDING	910,000	930,000	540,000	540,000	550,000
211-49000-86124	PRIN - 2012 GO REFUNDING	35,000	40,000	280,000	280,000	285,000
211-49000-86125	PRIN - 2013 GO BONDS	190,000	195,000	195,000	195,000	205,000
211-49000-86126	PRIN - 2013 GO REFUNDING	0	325,000	335,000	335,000	345,000
211-49000-86127	PRIN - 2016 GO REFUNDING	0	0	0	45,000	30,000
211-49000-86128	PRIN - 2017 GO BONDS	0	0	0	0	20,000
211-49000-86215	INT - 2003 GO REFUNDING	6,080	0	0	0	0
211-49000-86217	INT - 2006 GO BOND	13,313	4,500	0	0	0
211-49000-86218	INT - 2006 GO REFUNDING	85,836	75,805	65,495	52,942	0
211-49000-86219	INT - 2007 GO BOND	147,072	138,838	130,415	130,412	0
211-49000-86220	INT - 2009 GO BOND	155,869	151,119	142,120	31,988	25,990
211-49000-86221	INT - 2011 GO BOND	138,050	132,125	126,200	126,200	120,125
211-49000-86222	INT - 2011 GO REFUNDING BOND	114,563	96,163	81,465	81,463	67,815
211-49000-86223	INT - 2012 GO REFUNDING BOND	63,050	62,300	59,100	59,100	53,450
211-49000-86224	INT - 2013 GO BOND	139,638	135,788	131,890	131,888	126,865
211-49000-86226	INT - 2013 GO REF BOND	23,550	20,300	13,700	13,700	5,175
211-49000-86228	INT - 2016 GO BOND	0	0	0	45,188	59,800
211-49000-86229	INT - 2017 GO BONDS	0	0	0	0	211,180
211-49000-86301	PYMTS TO REF BOND ESCROW AGENT	0	3,109,283	0	0	0
211-49000-86401	BOND SALE EXPENSE	0	44,710	0	0	63,800
211-49000-86402	BANK SERVICE CHARGES	3,809	3,193	6,000	3,077	6,200
Total Expenditures		3,445,830	6,589,124	3,016,385	4,560,958	2,590,400

FUND 310: EQUIPMENT REPLACEMENT FUND

Revenues

310-00000-36100	INTEREST EARNINGS	7,360	18,161	0	21,364	20,000
310-00000-36330	SALE OF EQUIPMENT	87,632	57,430	0	44,362	10,000
310-00000-37810	GF OPER TRANSFER - FIRE AND RESCUE	298,000	313,000	320,000	320,000	329,000
310-00000-37815	GF OPER TRANSFER - PW	250,000	225,000	180,000	180,000	190,000
310-00000-37820	GF OPER TRANSFER - PARKS/REC	64,000	9,000	9,000	9,000	10,000
310-00000-37825	GF OPER TRANSFER - POLICE	380,000	390,000	400,000	400,000	411,000
310-00000-37826	GF OPER TRANSFER - TECH	400,000	425,000	435,000	435,000	513,000
310-00000-37827	GF OPER TRANSFER - TRAFFIC SIGNALIZATION	11,000	13,000	13,000	13,000	14,000
Total Revenues		1,497,992	1,450,591	1,357,000	1,422,726	1,497,000

Expenditures

310-41640-83540	COMPUTER HARDWARE -N/C	84,144	271,657	95,000	156,871	75,000
310-41640-83550	COMPUTER SOFTWARE-N/C	36,074	42,266	0	13,199	0
310-41640-89540	COMPUTER HARDWARE	48,845	145,436	395,000	74,010	425,000
310-41640-89550	SOFTWARE	0	0	0	3,744	0
310-42100-89520	VEHICLES/EQUIP - POLICE	360,654	110,152	255,000	243,538	340,000
310-42200-89520	VEHICLES/EQUIP - FIRE AND RESCUE	552,017	0	30,000	9,417	0
310-43120-89520	VEHICLES/EQUIP - PW	88,595	255,932	435,000	361,820	515,000
310-44400-89520	VEHICLES/EQUIP - PARKS/REC	56,601	52,719	0	0	0

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
Total Expenditures		1,226,930	878,162	1,210,000	862,599	1,355,000
FUND 311: CAPITAL PROJECTS FUND						
311-00000-33445	FEDERAL/STATE/LOCAL SOURCES	761,172	3,460,350	950,000	5,760	180,000
TOTAL INTERGOVERNMENTAL		761,172	3,460,350	950,000	5,760	180,000
311-00000-36100	INTEREST EARNINGS	31,044	71,537	100,000	110,573	150,000
311-00000-36710	PRIVATE SOURCES	0	0	0	652,322	0
311-00000-36930	GO BOND PROCEEDS	0	0	0	0	4,900,000
311-00000-37830	OPER TRANSFER FROM PWP FD	0	0	1,000,000	1,000,000	600,000
311-00000-37840	OPER TRANSFER FROM GENERAL FD	2,145,000	2,695,000	300,000	300,000	300,000
311-00000-37845	OPER TRANSFER FROM ADEQUATE FACILITIES	0	0	750,000	750,000	0
311-00000-37850	FUND BALANCE TRANSFER-GF	3,000,000	7,800,000	0	0	0
311-00000-37857	TRANSFER FROM ECD FUND	0	0	750,000	0	0
TOTAL USES OF MONEY AND PROPERTY		5,176,044	10,566,537	2,900,000	2,812,895	5,950,000
Total Revenues		5,937,216	14,026,887	3,850,000	2,818,655	6,130,000
DEPT 43100: TRANSPORTATION						
311-43100-1000	STREET RESURFACING	300,000	300,082	390,000	390,000	300,000
311-43100-1001	BIKEWAY IMPROVEMENTS	0	0	150,000	0	605,000
311-43100-1003	CONCORD ROAD - EAST	133,251	0	0	0	0
311-43100-1006	SIDEWALKS	65,779	40,106	90,000	14,584	0
311-43100-1007	TRAFFIC SIGNAL UPGRADES	202,586	450,873	405,000	138,770	340,000
311-43100-1013	MALLORY LANE	0	0	0	0	75,000
311-43100-1016	FRANKLIN RD (SOUTH)	318,566	1,031,364	3,800,000	2,329,588	860,000
311-43100-1021	CONCORD RD (WEST)	688,741	3,073,988	400,000	127,502	0
311-43100-1027	SUNSET ROAD (EAST)	84,920	300,157	1,890,000	1,085,697	5,220,000
311-43100-1034	SPLIT LOG ROAD - PHASE II	156	0	0	165	0
311-43100-1038	CAROTHERS PARKWAY	0	236,892	105,000	205,979	0
311-43100-1039	JOHNSON CHAPEL ROAD	0	48,947	0	0	0
311-43100-1040	GRANNY WHITE PIKE	36,595	258,226	0	0	0
311-43100-1041	MOORES LANE	0	59,749	0	0	0
311-43100-1042	CROCKETT ROAD	0	5,489	445,000	23,794	565,000
311-43100-1044	INTERSECTION SPLIT LOG AT RAGSDALE	0	0	0	0	740,000
Total Expenditures		1,830,594	5,805,873	7,675,000	4,316,079	8,705,000
DEPT 43150: STORM DRAINAGE						
311-43150-2007	DERBY GLEN DRAINAGE	0	0	50,000	0	0
311-43150-2011	BRENTWOOD LANE DRAINAGE	39,500	0	0	0	0
311-43150-2012	CALLOWAY DRIVE	0	72,500	0	0	0
311-43150-2013	JOHNSON CHAPEL ROAD DRAINAGE	0	0	0	0	50,000
Total Expenditures		39,500	72,500	50,000	0	50,000
DEPT 44400: PARKS & RECREATION						
311-44400-3001	CROCKETT PARK	0	14,500	0	0	115,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
311-44400-3003	GRANNY WHITE PARK	3,925	0	0	0	0
311-44400-3006	OWL CREEK PARK	0	0	25,000	0	0
311-44400-3007	CONCORD PARK	0	0	20,000	4,158	0
311-44400-3013	FLAGPOLE (SOUTHWEST) PARK	115,381	1,524,980	40,000	311,691	20,000
311-44400-3015	MARCELLA VIVRETTE SMITH PARK	1,229,460	248,847	2,595,000	289,465	770,000
Total Expenditures		1,348,766	1,788,327	2,680,000	605,314	905,000

DEPT 45200: GENERAL FACILITIES AND EQUIPMENT

311-45200-5002	LIBRARY	0	45,400	0	0	80,000
311-45200-5005	SERVICE CENTER EXPANSION	1,365	0	0	0	0
311-45200-5009	COMMUNITY PLANNING	94,303	35,791	50,000	148	50,000
311-45200-5013	TOWN CENTER IMPROVEMENTS	24,675	0	0	0	0
311-45200-5014	SAFETY CENTER EAST	0	0	0	0	30,000
311-45200-5026	COMMUNITY IDENTITY FEATURES	0	0	0	0	15,000
311-45200-5028	POLICE DEPARTMENT HEADQUARTERS	0	0	0	0	200,000
311-45200-5029	PARKS OPERATIONS FACILITY	0	0	0	0	70,000
Total Expenditures		120,343	81,191	50,000	148	445,000

DEPT 45300: TECHNOLOGY

311-45300-6001	WARNING SIREN	0	38,490	0	0	0
311-45300-6002	SOFTWARE SYSTEMS	0	0	195,000	0	0
311-45300-6004	RADIO SYSTEM UPGRADE	0	89,000	3,600,000	1,632	4,300,000
311-45300-6005	FIBER NETWORK EXPANSION	43,519	211,751	140,000	76,464	0
311-45300-6008	GEOG INFO SYSTEM	23,426	0	0	0	90,000
311-45300-6011	WEBSITE UPGRADE	15,645	0	0	15,645	0
311-45300-6014	RECORDS MANAGEMENT AND COURT SOFTWARE	263,457	21,866	0	0	0
311-45300-6015	COMPUTER AIDED DISPATCH SYSTEM (CAD)	0	0	750,000	145,897	0
Total Expenditures		346,047	361,107	4,685,000	239,638	4,390,000

DEPT 49000: DEBT SERVICE

Total Expenditures		0	0	0	0	0
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Total Expenditures - Capital Projects Fund

3,685,250	8,108,998	15,140,000	5,161,179	14,495,000
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FUND 312: FACILITIES MAINTENANCE FUND

Revenues

312-00000-36100	INTEREST EARNINGS	3,915	7,261	4,000	7,773	6,000
312-00000-37840	OPER TRANSFER FROM GENERAL FD	200,000	200,000	200,000	200,000	200,000
Total Revenues		203,915	207,261	204,000	207,773	206,000

Expenditures

312-42200-89600	FIRE AND RESCUE	0	28,057	25,000	0	25,000
312-43170-89600	SERVICE CENTER	0	43,895	50,000	23,055	150,000
312-44400-89600	PARKS DEPT	370,167	230,146	185,000	46,092	60,000
312-44800-89600	LIBRARY DEPT	0	26,400	50,000	0	280,000

FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
Total Expenditures		370,167	328,498	310,000	69,147	515,000
FUND 315: FUEL FUND						
Revenues						
315-00000-36100	INTEREST EARNINGS	800	3,083	1,700	3,715	5,000
315-00000-37823	GF OPER TRANSFER	487,357	435,088	302,000	192,747	305,500
315-00000-37824	WS OPER TRANSFER	71,586	67,705	50,000	28,775	50,000
Total Revenues		559,743	505,876	353,700	225,237	360,500
Expenditures						
315-41610-83311	UNLEADED FUEL	266,779	212,211	265,000	141,003	265,000
315-41610-83312	DIESEL FUEL	131,508	77,013	120,000	57,724	110,000
Total Expenditures		398,287	289,224	385,000	198,727	375,000
FUND 320: INSURANCE FUND						
320-00000-36100	INTEREST EARNINGS	5,000	12,042	10,000	12,569	25,000
320-00000-37199	MISCELLANEOUS	70	2,935	0	0	0
320-00000-37860	HEALTH INSURANCE TRANSFER FROM - GF	1,821,245	2,000,445	2,245,700	1,497,168	2,487,590
320-00000-37861	HEALTH INSURANCE TRANSFER FROM - WS	214,750	232,615	252,770	168,512	278,180
320-00000-37862	HEALTH INSURANCE TRANSFER FROM - ECD	94,985	102,935	111,800	74,536	123,040
320-00000-37865	HEALTH INSURANCE EMPLOYEE CONTRIBUTIONS	580,027	585,601	615,000	389,535	590,000
320-00000-37870	STOP LOSS REIMBURSEMENT	186,184	189,652	0	277,790	0
320-00000-37875	BCBS RX REBATE	101,594	102,260	0	95,505	100,000
Total Revenues		3,003,855	3,228,485	3,235,270	2,515,615	3,603,810
320-41900-81418	MEDICAL CLAIMS	1,959,676	2,257,618	2,250,000	1,541,610	2,600,000
320-41900-81419	HRA CLAIMS	341,708	435,138	425,000	144,022	425,000
320-41900-81420	HEALTH INSURANCE PREMIUMS	451,235	444,637	500,000	325,920	550,000
320-41900-81423	TRANSITIONAL REINSURANCE PROGRAM TAX	29,503	19,056	20,000	12,027	15,000
320-41900-82599	OTHER PROF SRVCS	105,408	112,157	115,000	66,718	115,000
Total Expenditures		2,887,530	3,268,606	3,310,000	2,090,297	3,705,000
DEPT 41905: WORKER'S COMP INSURANCE						
320-41905-37860	INSURANCE TRANSFER FROM - GF	281,000	241,008	241,000	160,672	216,900
320-41905-37861	INSURANCE TRANSFER FROM - WS	42,000	33,000	33,000	22,000	29,700
320-41905-37862	INSURANCE TRANSFER FROM - ECD	3,145	3,144	3,145	2,096	2,830
Total Revenues		326,145	277,152	277,145	184,768	249,430
320-41905-81470	WORKER'S COMPENSATION	175,123	230,256	265,000	161,599	250,000
Total Worker's Comp Expenditures		175,123	230,256	265,000	161,599	250,000
Total Insurance Fund Expenditures		267,347	6,775	-62,585	448,487	-101,760
FUND 412: WATER AND SEWER FUND						

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
Revenues						
412-00000-36330	SALE OF EQUIPMENT	3,330	33,412	5,000	718	5,000
412-00000-37110	WATER SALES-COMM IN CITY	1,617,076	1,675,547	1,875,000	1,511,496	1,905,000
412-00000-37120	WATER SALES-COMM OUT CITY	154	1,017	500	122	200
412-00000-37130	WATER SALES-RESID IN CITY	4,605,482	4,783,331	5,343,960	4,484,271	5,960,000
412-00000-37135	WATER SALES-RESID OUT CITY	2,165	2,137	2,000	1,465	1,650
412-00000-37140	WATER SALES-INST IN CITY	447,429	456,950	510,000	436,750	596,000
412-00000-37145	WATER SALES-INST OUT CITY	267	1,295	250	1,861	2,000
412-00000-37146	WATER PURCHASE SURCHARGE	1,154,347	1,199,868	1,641,375	1,330,230	1,738,000
412-00000-37150	CROSS CONNECTION DOMESTIC	226,680	234,325	234,715	210,458	224,000
412-00000-37155	CROSS CONNECTION FIRE	25,630	25,905	26,180	24,273	25,000
412-00000-37195	INSTALLATION CHARGES	11,960	27,120	7,500	17,885	10,000
412-00000-37196	WATER TAP FEES	485,000	349,500	265,000	258,000	350,000
412-00000-37197	N/CG UD AREA TAP FEES	0	165,000	1,010,000	630,000	375,000
412-00000-37199	MISCELLANEOUS	292	3,285	2,000	1,400	2,000
412-00000-37210	SEWER CHGS-COMM IN CITY	1,414,523	1,387,252	1,550,000	932,671	1,509,595
412-00000-37211	SEWER CHGS-COMM OUT CITY	11,513	6,500	15,500	8,674	14,025
412-00000-37212	SEWER CHGS-RES IN CITY	3,987,976	4,019,284	4,100,875	2,729,585	4,414,490
412-00000-37213	SEWER CHGS-RES OUT CITY	8,182	9,613	11,850	6,521	10,525
412-00000-37214	SEWER CHGS-INST IN CITY	320,443	294,580	325,000	216,727	347,635
412-00000-37215	SEWER CHGS-INST OUT CITY	22,668	25,739	29,500	17,304	27,975
412-00000-37216	SEWER CHGS-METRO TREATMENT SURCHG	840,962	819,506	838,520	549,176	885,755
412-00000-37220	SWR TAP INSPECTION FEES	3,150	2,565	2,750	1,455	2,500
412-00000-37291	FORFEITED DISC/PENALTIES	119,874	120,839	68,665	94,053	75,000
412-00000-37293	SALE OF MATERIAL	0	0	3,500	0	3,500
412-00000-37296	SEWER TAP FEES	1,707,730	1,352,585	1,490,000	697,459	750,000
412-00000-37297	GRINDER PUMP FEES	91,200	17,100	38,000	3,800	19,000
412-00000-37822	FIRE HYDRANT RENTAL	100,000	100,000	100,000	66,667	100,000
412-00000-37910	INTEREST EARNINGS	72,725	141,034	68,000	148,613	125,000
412-00000-39700	INSURANCE RECOVERY	32,852	31,166	0	0	0
Total Revenues		17,313,610	17,286,455	19,565,640	14,381,634	19,478,850

Expenditures						
412-52310-81105	MARKET PAY (4%) W/BENEFITS	0	0	0	0	0
412-52310-81110	SALARIES	1,106,607	1,161,902	1,238,350	769,091	1,289,935
412-52310-81120	SALARIES - OVERTIME	100,114	103,050	98,820	62,830	98,820
412-52310-81130	LONGEVITY PAY	11,960	12,440	13,240	13,240	13,240
412-52310-81145	COMMUNICATION ALLOWANCE	5,250	4,890	5,040	3,360	5,040
412-52310-81195	SALARIES BILLED TO OTHERS	-19,910	15,126	-10,000	-3,160	-10,000
412-52310-81410	FICA (EMPLOYER'S SHARE)	106,471	111,138	103,735	62,508	107,640
412-52310-81420	HEALTH INSURANCE	214,750	232,615	252,770	168,512	278,180
412-52310-81421	DENTAL REIMBURSEMENT	5,703	5,684	7,750	2,969	7,750
412-52310-81422	LIFE INSURANCE	3,978	4,440	4,680	2,940	4,680
412-52310-81425	RETIREMENT - HEALTH/LIFE	60,000	70,224	70,225	46,816	83,185
412-52310-81430	RETIREMENT - TCRS	217,758	234,128	213,950	136,237	194,425

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
412-52310-81431	PENSION EXPENSE - GASB 68 REVERSAL	-190,048	-196,112	0	0	0
412-52310-81432	PENSION EXPENSE - GASB 68 COST	30,724	27,792	0	0	0
412-52310-81441	SUPPLEMENTAL RETIREMENT - 401	26,928	26,284	25,385	17,219	25,385
412-52310-81450	SICK LEAVE BUY-BACKS	3,250	2,285	1,700	840	1,700
412-52310-81455	ATTENDANCE BONUS PAY	1,150	1,250	1,500	0	1,500
412-52310-81456	ANNUAL LEAVE BUY-BACKS	8,244	6,698	8,000	3,945	8,000
412-52310-81470	WORKER'S COMPENSATION	42,000	33,000	33,000	22,000	29,700
412-52310-81481	CLOTHING & UNIFORMS	15,310	18,839	21,500	1,733	22,500
412-52310-82110	POSTAGE & BOX RENTAL	55,070	55,519	50,000	27,440	41,000
412-52310-82210	PRINTING,STATIONERY,ENVELOPES	24,086	25,462	24,045	13,484	24,250
412-52310-82410	ELECTRIC	296,144	306,885	273,900	232,746	285,000
412-52310-82420	WATER	1,883	1,065	1,000	759	1,000
412-52310-82421	WATER PURCHASED FOR RESALE	5,435,298	6,426,035	6,985,000	5,140,219	7,105,610
412-52310-82435	METRO SEWER TREATMENT	2,573,182	2,615,152	2,650,000	1,618,951	2,526,590
412-52310-82437	BACKFLOW PREVENTION TESTING	143,005	137,171	141,855	79,564	185,000
412-52310-82450	COMMUNICATIONS	3,217	3,892	3,500	2,675	4,000
412-52310-82520	LEGAL SERVICES	0	0	5,000	0	5,000
412-52310-82530	ACCTING & AUDITING SRVCS	20,000	12,500	20,000	20,000	22,500
412-52310-82540	ARCH ENG & LANDSCAPING	0	77	5,000	0	5,000
412-52310-82545	LABORATORY SERVICES	15,323	9,485	16,000	6,742	18,500
412-52310-82546	CAPACITY MGT. PROGRAM (CMOM)	1,913	3,550	40,000	5,560	55,000
412-52310-82599	OTHER PROF SRVCS	89,001	448,656	132,200	42,681	263,600
412-52310-82605	R/M - OFC MACH & EQUIP	0	866	3,175	2,189	4,000
412-52310-82610	R/M - MOTOR VEHICLES	16,248	20,350	19,055	7,678	17,500
412-52310-82620	R/M - MACH & EQUIPMENT	102,046	77,615	92,735	80,826	125,000
412-52310-82625	TIRES TUBES ETC	9,772	7,032	6,800	1,886	6,800
412-52310-82660	R/M - BUILDINGS	0	10	2,500	0	2,500
412-52310-82683	METER REPAIR	23,095	2,872	15,500	100	25,000
412-52310-82684	METRO PUMP STATION MAINT	20,139	11,781	85,000	390	50,000
412-52310-82685	REPAIR PARTS-GRINDER PUMPS	275,025	194,453	221,125	169,204	235,000
412-52310-82686	REPAIR PARTS-WTR/SWR LINES	285,093	200,325	145,000	89,065	175,000
412-52310-82687	MANHOLE & SWR LINE MAINT	181,162	77,718	55,000	6,785	55,000
412-52310-82688	WATER TANK MAINTENANCE	131,566	157,970	158,500	118,575	185,000
412-52310-82695	SWR LIFT STATION R/M	21,529	19,407	50,000	13,546	50,000
412-52310-82696	WTR LIFT STATION R/M	13,548	13,624	50,000	9,392	65,000
412-52310-82810	MBRSHIPS & REGISTRATIONS	20,296	22,364	19,250	20,876	22,500
412-52310-82820	TRAVEL - CONF & SCHOOLS	4,486	3,911	10,000	2,812	10,000
412-52310-83100	OFFICE SUPPLIES/MATERIALS	2,284	2,958	2,500	2,031	2,500
412-52310-83215	HOUSEHOLD/JANITORIAL SUPPLIES	0	162	500	0	500
412-52310-83216	OPERATING CHEMICALS	4,849	7,064	12,000	1,713	60,000
412-52310-83290	OTHER OPER SUPPLIES	34,373	34,151	50,000	28,181	50,000
412-52310-83310	FUEL	71,586	67,705	63,000	28,775	63,000
412-52310-83550	COMPUTER SOFTWARE-N/C	1,648	285	5,000	240	5,000
412-52310-85110	INS - BUILDINGS	15,690	16,126	17,000	16,776	17,000
412-52310-85120	INS - VEH & EQUIP	549	540	1,500	581	1,500
412-52310-85130	LIABILITY INSURANCE	53,726	60,638	62,000	1,440	62,000
412-52310-85240	RENTAL - MACH & EQUIP	1,655	162	5,000	0	5,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
412-52310-85260	SERVICE CENTER RENT	125,000	125,000	125,000	83,333	125,000
412-52310-85310	GIS SERVICE FEE	138,000	90,000	90,000	60,000	90,000
412-52310-85340	STATE ENVIRONMENTAL FEES	11,779	13,861	15,500	13,861	15,500
412-52310-85410	PROV FOR DEPRECIATION EXPENSE	2,796,652	2,814,243	3,000,000	1,844,904	3,000,000
412-52310-85510	BANK SRVC CHGS	3,353	3,108	3,500	2,501	3,500
412-52310-85570	BAD DEBT EXPENSE	1,003	1,055	1,000	2,600	2,000
412-52310-86250	CAPITALIZED INTEREST	-5,522	-5,751	0	0	0
412-52310-86260	INT - 2003 SEWER REFUNDING	4,603	459	0	0	0
412-52310-86262	INT -2006 WATER REFUNDING	51,835	60,070	36,435	35,776	0
412-52310-86264	INT - 2008 SEWER BOND	310,497	217,772	287,805	50,088	34,690
412-52310-86265	INT - 2010 WATER & SEWER BOND	245,415	236,781	230,985	230,981	217,785
412-52310-86266	INT - 2012 WATER & SEWER BOND	130,704	124,821	120,790	120,788	114,640
412-52310-86267	INT - 2013 WATER & SEWER BOND	93,183	90,583	88,800	88,800	85,425
412-52310-86268	INT - 2013 WATER & SEWER REF BOND	20,014	16,442	8,500	8,500	3,225
412-52310-86270	INT - 2016 WATER & SEWER BOND	0	20,582	0	94,023	19,940
412-52310-86410	BOND SALE EXPENSE	0	98,075	0	0	0
412-52310-86510	PROV FOR AMORTIZATION EXPENSE	-6,042	-6,375	0	0	0
Total Expenditures		15,619,200	16,821,937	17,597,600	11,741,117	17,710,235

FUND 434: MUNICIPAL CENTER FUND

Revenues

434-00000-36221	RENT INC- WMSN MEDICAL	18,599	26,213	23,740	18,605	23,740
434-00000-36227	RENT INC- CTY OF BRENTWOOD	610,000	610,000	610,000	610,000	670,000
434-00000-36230	RENT INC- SUITE 1080	63,315	65,214	55,730	44,558	0
434-00000-36240	RENT INC- ECD FUND	31,800	31,800	31,800	21,200	31,800
434-00000-36330	SALE OF EQUIPMENT	66	0	0	0	0
434-00000-37199	MISCELLANEOUS REVENUE	0	1	0	-172	0
434-00000-37910	INTEREST EARNINGS	5,347	12,808	7,000	14,576	20,000
Total Revenues		729,127	746,036	728,270	708,767	745,540

Expenditures

434-41810-82410	ELECTRIC	118,495	116,404	128,000	77,840	120,000
434-41810-82420	WATER	10,663	10,801	15,000	12,363	20,000
434-41810-82430	SEWER	3,757	6,297	5,000	4,726	7,000
434-41810-82440	NATURAL/PROPANE GAS	26,417	17,152	25,000	13,080	20,000
434-41810-82450	COMMUNICATIONS	8,316	8,442	10,000	4,857	8,000
434-41810-82530	ACCTING & AUDITING SRVCS	4,200	3,500	3,400	3,400	3,400
434-41810-82599	OTHER PROF SRVCS	22,476	19,484	25,000	23,555	20,000
434-41810-82605	R/M - OFC MACH & EQUIPMENT	23,776	19,549	22,000	19,666	25,000
434-41810-82650	R/M - GROUNDS/LANDSCAPE	30,361	40,255	20,000	12,429	22,500
434-41810-82660	R/M - BUILDINGS	114,126	169,790	120,000	92,505	125,000
434-41810-82662	R/M - TRASH REMOVAL	1,602	2,744	3,000	1,228	2,000
434-41810-82663	R/M - PAINTING	210	0	0	7,585	0
434-41810-82670	R/M - PLUMBING & HVAC	24,603	6,857	25,000	29,544	25,000
434-41810-83100	OFFICE SUPPLIES/MATERIALS	105	108	0	0	0
434-41810-83215	HOUSEHOLD/JANITORIAL SUPPLIES	6,460	5,488	8,000	3,122	5,500
434-41810-83290	OTHER OPER SUPPLIES	831	3,091	1,000	79	2,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
434-41810-83299	SUNDRY	0	0	1,000	530	1,000
434-41810-85110	INS ON BLDGS	11,177	11,677	12,500	11,363	12,500
434-41810-85130	INS - LIABILTY	3,437	3,396	2,500	2,068	2,500
434-41810-85410	DEPRECIATION EXPENSE	288,400	278,525	300,000	184,312	324,000
Total Expenditures		699,412	723,560	726,400	504,252	745,400

FUND 450: EMERGENCY COMMUNICATIONS DIST

Revenues

450-91100-31910	911 FEES-LANDLINE	234,900	0	0	0	0
450-91100-31920	911 FEES-WIRELESS	34,712	0	0	0	0
450-91100-32106	TECB OPERATIONAL FUNDING	562,808	880,775	864,125	632,421	880,775
450-91100-36100	INTEREST EARNINGS	4,849	11,535	4,000	14,180	20,000
450-91100-37199	MISCELLANEOUS	908	128	0	0	0
450-91100-37810	OPER TRANSFER FROM GENERAL FD	418,700	418,700	484,700	484,700	484,700
Total Revenues		1,256,877	1,311,138	1,352,825	1,131,301	1,385,475

Expenditures

450-91100-81110	SALARIES	468,572	493,848	535,685	339,051	559,965
450-91100-81120	SALARIES - OVERTIME	49,638	50,924	46,775	39,400	46,775
450-91100-81130	LONGEVITY PAY	4,660	4,100	4,200	4,400	4,460
450-91100-81135	LEAD PAY SUPPLEMENT	0	5,492	6,240	3,938	6,240
450-91100-81170	SUPPLEMENTAL PAY	2,642	1,968	1,500	895	1,500
450-91100-81190	SHIFT DIFFERENTIAL	10,407	9,957	11,100	6,986	11,100
450-91100-81410	FICA (EMPLOYER'S SHARE)	47,258	48,833	46,320	29,615	48,195
450-91100-81420	HEALTH INSURANCE	94,985	102,935	111,805	74,536	123,040
450-91100-81421	DENTAL REIMBURSEMENT	1,527	2,623	2,000	1,014	2,000
450-91100-81422	LIFE INSURANCE	1,840	1,965	2,070	1,410	2,070
450-91100-81425	RETIREMENT - HEALTH/LIFE	21,255	24,876	24,875	16,584	29,465
450-91100-81430	RETIREMENT - TCRS	94,567	102,723	96,210	62,410	86,565
450-91100-81431	PENSION EXPENSE - GASB 68 REVERSAL	-80,171	-85,100	0	0	0
450-91100-81432	PENSION EXPENSE - GASB 68 COST	13,206	11,946	0	0	0
450-91100-81440	SUPPLEMENT RETIREMENT - 457	6,359	0	8,000	0	8,000
450-91100-81441	SUPPLEMENT RETIREMENT - 401	0	5,753	0	4,259	0
450-91100-81450	SICK LEAVE BUY-BACKS	1,399	1,812	2,000	1,898	2,000
450-91100-81455	ATTENDANCE BONUS	500	150	1,000	0	1,000
450-91100-81456	ANNUAL LEAVE BUY-BACKS	0	0	1,000	0	1,000
450-91100-81470	WORKER'S COMPENSATION	3,145	3,144	3,145	2,096	2,830
450-91100-81481	CLOTHING & UNIFORMS	6,260	4,376	5,500	4,513	5,500
450-91100-82330	PERIODICAL SUBSCRIPTIONS	0	169	2,000	0	2,000
450-91100-82450	COMMUNICATIONS	71,280	80,280	75,000	46,830	75,000
450-91100-82530	ACCTING & AUDITING SRVCS	8,775	7,900	8,100	8,100	8,300
450-91100-82550	MAPPING/DATA BASE	10,000	10,000	10,000	10,000	10,000
450-91100-82599	OTHER PROF SRVCS	1,068	931	7,500	58	7,500
450-91100-82605	R/M - OFC MACH & EQUIP	0	695	2,400	2,127	2,400
450-91100-82620	R/M - OTHER EQUIPMENT	79,518	81,698	111,800	58,718	111,800
450-91100-82810	MRBSHIPS & REGISTRATIONS	4,836	5,449	6,000	3,116	6,000
450-91100-82820	TRAVEL - CONF & SCHOOLS	4,896	3,965	5,000	6,568	5,000

CITY OF BRENTWOOD
FY 2018 Budget Worksheets

Account Number	Account Name	FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 8 Months	FY 2018 Budget
450-91100-83100	OFFICE SUPPLIES	1,252	988	2,000	1,246	2,000
450-91100-83299	OTHER OPER SUPPLIES	1,388	2,312	2,000	2,516	2,000
450-91100-85130	LIABILITY INSURANCE	1,965	2,112	2,600	0	2,600
450-91100-85140	OFFICIALS' SURETY BONDS	0	0	1,700	0	1,700
450-91100-85240	RENTAL - MACH & EQUIP	8,370	2,240	2,500	1,680	2,500
450-91100-85410	DEPRECIATION	168,489	169,329	172,500	109,008	172,500
450-91100-88030	RENTAL - BUILDING AND FACILIITES MC	31,800	31,800	31,800	21,200	31,800
Total Expenditures		1,141,686	1,192,193	1,352,325	864,172	1,384,805

City of Brentwood

ECD

BUDGET

Acct #	Account Name	Prior Year FY 2016	Current Year FY 2017	Proposed Year FY 2018	Explanation of departures from the current pattern.
Operating Revenue		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
3010	TECB Distribution of 911 Surcharges (Base Amount)	864,000	864,125	880,775	
3020	TECB Distribution of Excess Revenue	16,775			
3040	Other Operating Revenues				
Total Operating Revenue		880,775	864,125	880,775	

Operating Expenses**Salaries/Wages and Benefits**

Employees of the ECD must be included on a schedule of salaries by position and the numbers of positions.
Do not include employees of other local government. See Schedule Below

4000	Salaries and Wages:	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
4001	Director				
4002	Administrative Personnel				
4003	Assistant Director				
4004	Dispatchers/Telecommunicators/Calltakers	459,778	499,025	530,670	
4005	Dispatch Supervisor Personnel				
4006	Mapping /Address Personnel				
4007	Other Personnel	34,070	36,660	36,660	
4008	Overtime Pay	50,924	46,775	44,975	
4009	Part-time Personnel				
4010	Pay Bonuses				
4099	Other Salaries and Wages - Longevity	4,100	4,200	4,460	
4099.1	Other Salaries and Wages - Lead Pay Supplement	5,492	6,240	6,240	
4099.2	Other Salaries and Wages - Supplemental Pay	1,968	1,500	1,500	
4099.3	Other Salaries and Wages - Shift Differential	9,957	11,100	11,100	
Subtotal Salaries and Wages		566,289	605,500	635,605	
4100	Employee Benefits:	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
4101	Social Security and Medicare (FICA)	48,833	46,320	45,870	
4102	Medicare				
4103	Life Insurance	1,965	2,070	2,070	
4104	Medical Insurance	102,935	111,805	123,040	
4105	Dental Insurance	2,623	2,000	2,000	
4106	Other Insurance				
4107	Unemployment Compensation				
4108	Pension Expense	29,569	96,210	83,325	Retirement determined by actuary
4109	Other Postemployment Benefits	24,876	24,875	29,465	Part of Medical Insurance for retirees
4199	Other Fringe Benefits - Supplemental Retirement 457	5,753	8,000	8,000	
4199.1	Other Fringe Benefits - Sick Leave/Buy-Backs	1,812	2,000	2,000	
4199.2	Other Fringe Benefits - Attendance Bonus	150	1,000	1,000	
4199.3	Other Fringe Benefits - Annual Leave Buy-Backs	0	1,000	1,000	
Subtotal Employee Benefits		218,516	295,280	297,770	
Total Salaries, Wages, and Employee Benefits		784,805	900,780	933,375	

Other Than Payroll Operating Expenses:

4200	Contracted Services:	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
4201	Addressing/Mapping/Database Consultants	10,000	10,000	10,000	
4203	Audit Services	7,900	8,100	8,300	
4204	Accounting / Bookkeeping Services				
4206	Contracts for Language Interpreting				
4207	Contracts with Government Agencies				
4208	Contracts with Private Agencies				
4209	Data Processing Services				
4210	Other Professional Services (Engineers, Architects, etc.)	931	7,500	7,500	
4212	Fees Paid to Service Providers	2,240	2,500	2,500	
4215	Impact Payments to Government Agencies				
4216	Janitorial Services				
4217	Legal Services				
4218	Maintenance Agreements				
4219	Technology Consultant				
4220	NCIC/TBI/TIES Expenses				
4221	Other Consultants				
4225	Pest Control				
4227	Lease/Rental-Communications Equipment				
4228	Lease/Rental-Buildings and Facilities	31,800	31,800	31,800	
4229	Lease/Rental-Office Equipment/Furniture/Fixtures				
4231	Lease/Rental-Vehicles				
4299	Other Contracted Services				

City of Brentwood

ECD

BUDGET

Acct #	Account Name	Prior Year FY 2016	Current Year FY 2017	Proposed Year FY 2018	Explanation of departures from the current pattern.
4300	Supplies, Materials and Maintenance:	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
4301	Office Supplies	988	2,000	2,000	
4302	Janitorial Supplies				
4303	Mapping / Addressing Supplies				
4304	Postage				
4305	Equipment Purchases Not Capitalized				
4306	Uniforms and Shirts	4,376	5,500	5,500	
4307	Utilities-Electric				
4308	Utilities - Natural Gas / Propane				
4309	Utilities-Water and Sewer				
4310	Utilities-General Telephone (Administration Lines)	80,280	75,000	75,000	
4311	Utilities-Cell Phones and Pagers				
4312	Utilities-General Telephone (Call Center Lines)				
4313	Cable / Internet Charges				
4332	Maintenance and Repairs-Communications Equipment	81,698	111,800	111,800	
4333	Maintenance and Repairs-Buildings and Facilities				
4334	Maintenance and Repairs-Office Equipment	695	2,400	2,400	
4335	Maintenance and Repairs-Vehicles				
4336	Fuel - Gasoline and Diesel				
4399	Other Supplies, Materials and Maintenance	2,312	2,000	2,000	
4400	Other Charges:	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
4401	Bank Charges				
4402	Board Meeting Expenses				
4403	Claims and Judgments				
4404	Debt Issuance Costs				
4405	Dues and Memberships	5,449	6,000	6,000	
4406	Employee Testing and Exams				
4407	Insurance-Workers Compensation	3,144	3,145	2,830	
4408	Insurance-Liability	2,112	2,600	2,600	
4409	Insurance-Buildings and Contents				
4410	Insurance-Equipment				
4411	Insurance-Vehicles				
4412	Legal Notices				
4413	Licenses and Fees				
4414	Premiums on Surety Bonds	0	1,700	1,700	
4415	Public Education				
4417	Service Awards				
4418	Training Expenses	169	2,000	2,000	
4419	Travel Expenses	3,965	5,000	5,000	
4421	Advertising				
4499	Other Charges				
4501	Depreciation:	169,329	172,500	172,500	
4601	Amortization:				
	Total Other Than Payroll Operating Expenses	407,388	451,545	451,430	
	Total Operating Expenses	1,192,193	1,352,325	1,384,805	

5000	NON-Operating Revenues (Expenses):	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
5001	Investment Income				
5002	Interest Income	11,535	4,000	20,000	
5003	Net Increase (Decrease) in the Fair Value of Investments				
5004	Contributions from Primary Government	418,700	484,700	484,700	Increase from local government
5005	Contributions from Other Governments / Agencies				
5006	TECB-Reimbursements and/or Grants				
5007	Grants from Federal Government				
5008	Gain on Disposal of Property				
5009	Miscellaneous Income	128			
5010	Interest Expense				
5011	Loss on Disposal of Property				
5012	Rental Income				
5013	Insurance Reimbursements				
5014	Revenue from Contracted Services				
5015	Impairment Loss				
5016	Pension Income				

City of Brentwood

ECD

BUDGET

Acct #	Account Name	Prior Year FY 2016	Current Year FY 2017	Proposed Year FY 2018	Explanation of departures from the current pattern.
NON-Operating Revenues (Expenses): (continued)		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
6000	Capital Contributions				
6001	Capital Contributions from Primary Government				
6002	Capital Contributions from Other Governments / Agencies				
6003	Capital Contributions from TECB				
Total NON-Operating Revenues and Losses		430,363	488,700	504,700	
Total Revenues and Losses		1,311,138	1,352,825	1,385,475	
Total Operating Expenses		1,192,193	1,352,325	1,384,805	
Change in Net Position		118,945	500	670	
Additional Funding Source:				XXXXXXXXXX	
Reserve Balance Beginning of Prior Year		2,525,400			
Reserve Balance Beginning of Current Year			2,644,345		
Reserve Balance Beginning of Proposed Year				2,644,845	
Ending Reserve Balance		2,644,345	2,644,845	2,645,515	
Transfer to Primary Government				0.00	
Amount of Reserve Used to Balance Budget				0.00	
Total Other Funding				5,290,360.00	
Balanced Budget (Should be Zero or positive)				5,291,030.00	

Acct #	Account Name	Prior Year FY 2016	Current Year FY 2017	Proposed Year FY 2018	
Statement of Capital Projects:		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
Capital Assets Not Being Depreciated (In Process)		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
1351	Land				
1352	Construction in Progress				
1353	Other Capital Assets				
Capital Assets Being Depreciated (In Process)		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
1302	Buildings and Improvements				
1304	Furniture and Fixtures				
1306	Office Equipment				
1308	Communications Equipment	140,000	28,000	0	0
1310	Vehicles				0
1312	Leasehold Improvements				
1320	Other Capital Assets				
Capital Assets (In Process)		140,000	28,000	0	
Capital Assets Not Being Depreciated (Planned)		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
1351	Land				
1352	Construction in Progress				
1353	Other Capital Assets				
Capital Assets Being Depreciated (Planned)		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	
1302	Buildings and Improvements				
1304	Furniture and Fixtures				
1306	Office Equipment				
1308	Communications Equipment				
1310	Vehicles				
1312	Leasehold Improvements				
1320	Other Capital Assets				
Capital Assets (Planned)		0	0	0	
Total Capital Projects Budget		140,000	28,000	0	

Statement of Bonded and Other Indebtedness:

2203	Notes Payable--Long-term				
2210	Other Long-term Liabilities				
Total Cost of Liabilities		0	0	0	

Debt Type	Debt Owed To:	Amount	
			No Debt
	Total Debt	0	

City of Brentwood

ECD

BUDGET

Employee Positions Schedule

Count vacant positions, as well as employed personnel, but only include personnel for which the ECD is the employer.

Number of Positions	Use column at right for detailed listing. Subtotal will automatically appear in column at left.	Number of Positions
0.50	Director	
XXXXXXXXXX	Administrative Personnel Subtotal	XXXXXXXXXX
XXXXXXXXXX	Administrative Assistant Staff	
XXXXXXXXXX	Office Staff	
XXXXXXXXXX	Accounting/Bookkeeping Staff	
XXXXXXXXXX	Mapping Staff	
XXXXXXXXXX	Technology Staff	0.50
XXXXXXXXXX	Other	
11	Dispatchers	XXXXXXXXXX
XXXXXXXXXX	Shift/Lead Supervisors	
XXXXXXXXXX	Full-time	11
XXXXXXXXXX	Part-time	
XXXXXXXXXX	Other	
0	Telecommunicators/Calltakers	XXXXXXXXXX
XXXXXXXXXX	Shift/Lead Supervisors	
XXXXXXXXXX	Full-time	
XXXXXXXXXX	Part-time	
XXXXXXXXXX	Other	
	Data Processing Personnel	XXXXXXXXXX
	Custodial Personnel	XXXXXXXXXX
	Maintenance Personnel	XXXXXXXXXX
0	Other Established Positions (listed here)	
XXXXXXXXXX		
XXXXXXXXXX		
XXXXXXXXXX		
11.50	Total	

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Ordinance 2017-12 - An Ordinance to Adopt the Property Tax Rate for Fiscal Year 2017-2018

Submitted by: Richard Parker, Finance

Department: Finance

Information

Subject

Ordinance 2017-12 - An Ordinance to Adopt the Property Tax Rate for the Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018

Background

The accompanying ordinance provides for the adoption on first reading of the tax rate to fund the FY 2017-2018 proposed General Fund budget. The proposed tax rate is \$0.36 per \$100 of assessed value of taxable property. This levy represents the same effective property tax rate for the City of Brentwood for the twenty-seventh (27th) year in a row.

If approved, please note that final reading of Ordinance 2017-12 will not occur until the June 26, 2017 meeting. Formal public hearings are scheduled at three City Commission meetings set for Monday, May 22, 2017, Tuesday, June 13, 2017, and Monday, June 26, 2017.

Please contact the Finance Director if you have any questions.

Staff Recommendation

The staff recommends approval of Ordinance 2017-12 on first reading.

Previous Commission Action

Section 6-22-107(b) of the City Charter requires the Board of Commissioners to establish annually a tax levy sufficient to fund the approved appropriations for the General Fund budget in the new fiscal year.

Fiscal Impact

Attachments

Ordinance 2017-12

ORDINANCE 2017-12

**AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE
TAX LEVY FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE
30, 2018**

BE IT ORDAINED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the tax levy for the City of Brentwood, Tennessee for the fiscal year beginning July 1, 2017 and ending June 30, 2018, on each \$100.00 of assessed value of all property (real, personal, public utility, merchants ad valorem, and mixed) within the City of Brentwood, Tennessee, shall be the sum of Thirty-six cents (\$0.36), prorated and distributed in accordance with the Budget Ordinance for the same period, same being Ordinance 2017-11.

SECTION 2. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____ <u>n/a</u>
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	_____ <u>n/a</u>
			Date of publication:	_____
PUBLIC HEARING				
	Notice published in:	<u>Tennessean (Williamson)</u>		
	Date of publication:	<u>5/17/2017</u>		
	Date of hearing:	<u>5/22/17; 6/13/17; 6/26/17</u>	EFFECTIVE DATE	_____

MAYOR Jill Burgin

RECORDER Deborah Hedgepath

Approved as to form:

CITY ATTORNEY Roger A. Horner

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Ordinance 2017-13 - An Ordinance Amending the Zoning Ordinance Regarding the Maximun Height of School Buildings in SI-2

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Ordinance 2017-13, if passed, will amend Section 78-284(8) of the Municipal Code), which establishes the height limitations for buildings in the SI-2 (Service Institution - Educational) zoning district.

Background

Ordinance 2017-13, if passed, will amend Section 78-284(8) of the Zoning Ordinance in regard to height limitations for buildings in the SI-2 (Service Institution - Educational) zoning district. The section currently restricts the height of buildings in the district to a maximum of two-stories or a total of three stories if a full or partial underground basement level is included. The section also limits the maximum height (excluding steeples) to 60 feet, measured from the lowest ground level of the structure to the highest point of the roof.

The change is precipitated as a result of the proposed science, technology, engineering and mathematics (STEM) building at Brentwood High School, which is included as part of the proposed Phase III expansion plans for the school. The building includes a total of three stories, all above ground and an overall height of approximately 43 feet. The site where the STEM building is proposed is relatively flat and surrounded by existing improvements, so there is little possibility that a third story could be accommodated under the existing code by excavating a full or partial basement. Please see below for additional site information related to the proposed STEM building.

The SI-2 zoning district provides for the following uses.

- Preschool, elementary, middle and high schools, colleges and universities;
- Churches, synagogues and other religious temples (including associated uses such as day care, religious education and community/youth programs), and
- Residential child care facilities (including associated support uses and buildings).

Commissioners previously discussed the possibility of amending the building height limitations only for schools in the SI-2 district at the May 4 Board of Commissioners

briefing. However, in order to avoid a conflict with the Religious Land Use and Institutionalized Persons Act (RLUIPA) staff is proposing an amendment that would treat religious uses such as churches the same as schools. There are two churches within the SI-2 zoning district – Holy Family Catholic Church on Crockett Road and Otter Creek Church of Christ on Franklin Road. All other churches in the City are located in the SI-1 zoning district. The primary reason for a church to seek SI-2 zoning instead of SI-1 would be the possibility of incorporating a school (kindergarten or above) as part of the church operation.

The proposed Zoning Ordinance amendment deletes any reference to the number of stories in the SI-2 district and leaves the height controlled by the 60 foot limit, which is the existing SI height limit. The proposed amended language is shown below. Please note that staff is not recommending a similar change to the other SI zoning districts.

DIVISION 11. SI-2 SERVICE INSTITUTION (EDUCATIONAL)

Sec. 78-284. Technical standards.

(8) Maximum permitted height of structures, ~~two stories (measured from the grade level at the front elevation of the structure) or a total of three stories if a full or partial underground basement level is included.~~ In no event shall the maximum height (excluding steeples) exceed 60 feet, measured from the lowest ground level of the structure to the highest point of the roof.

STEM BUILDING STATISTICS

Williamson County Schools (WCS) has submitted its expansion plans for the proposed STEM building, which will be located on the Brentwood High School campus. The plans have been added to the June 5, 2017 Planning Commission agenda. The site calculations are included in the following table:

<i>BRENTWOOD HIGH SCHOOL -- PHASE III</i>	
SCIENCE, TECHNOLOGY, ENGINEERING, & MATHEMATICS BUILDING -- STEM	
STEM BLDG. -- FOOTPRINT AREA	21,389 SF
STEM BLDG. -- TOTAL AREA	64,167 SF
NUMBER OF CLASSROOMS	35
PROPOSED NUMBER OF FLOORS	3
CURRENT CAPACITY -- (3/13/2017) -- BHS	1,628
CURRENT ENROLLMENT -- BHS (3/13/2017) -- BHS	1,759
ENROLLMENT PROJECTIONS 2016/2017 -- BHS	1,756
PROPOSED CAPACITY -- OVERALL	2,000

As noted above, the site plan including the building elevations have been submitted for review by the Planning Commission at its June 5th meeting. The submitted elevations are attached below. Please note that staff has been informed that the elevations will likely change between the initial and final submittals.

If the proposed ordinance is approved on first reading, the Planning Commission will provide its review and recommendation at its June 5 regular meeting. The public hearing is scheduled for the June 13 meeting of the Board of Commissioners, with second and final reading scheduled for June 26, 2017.

If you have any questions or require additional information, please contact the City Manager, the City Attorney or the Planning and Codes Director.

Staff Recommendation

Staff recommends approval of Ordinance 2017-13.

Previous Commission Action

At its May 8 meeting, the Board of Commissioners approved Resolution 2017-29, which authorized a contribution of \$2.4 million to the Williamson County School District for the Brentwood High and Brentwood Middle School campus expansion project.

Fiscal Impact

Attachments

Ordinance 2017-13

Elevations -- 5-1-2017

Church Data

ORDINANCE 2017-13

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY REVISING SECTIONS 78-284 OF CHAPTER 78 TO AMEND THE BUILDING HEIGHT LIMITATIONS WITHIN THE SI-2 (SERVICE INSTITUTION – EDUCATIONAL) ZONING DISTRICT

WHEREAS, Article III, Division 11 of Chapter 78 of the Brentwood Municipal Code establishes requirements and restrictions pertaining to building heights within the SI-2 Service Institution – Educational zoning district; and

WHEREAS, the existing provisions of Article III, Division 11 permit a maximum of two stories or a total of three stories if a full or partial underground basement level is included, provided further that in no event shall the maximum height (excluding steeples) exceed 60 feet, measured from the lowest ground level of the structure to the highest point of the roof; and

WHEREAS, the Board of Commissioners desires to accommodate structures in the SI-2 District that have more than two stories above any basement level, provided the maximum height from ground level does not exceed 60 feet.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1: That Chapter 78, section 78-284(8) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (8) Maximum permitted height of structures. In no event shall the maximum height (excluding steeples) exceed 60 feet, measured from the lowest ground level of the structure to the highest point of the roof.

SECTION 2. In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

SECTION 3. If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.

SECTION 4. That this ordinance shall take effect from and after its final passage and publication thereof, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	_____
PUBLIC HEARING			Date of publication:	_____
Notice published in:		_____		
Date of publication:		_____		
Date of hearing:		_____	EFFECTIVE DATE	_____

MAYOR Jill Burgin

RECORDER Deborah Hedgepath

Approved as to form:

CITY ATTORNEY Roger A. Horner



SOUTH ELEVATION

0 4 8 16 32
SCALE 1/16" = 1'-0"

T.O. PARAPET
120' - 10"
3RD FLOOR
107' - 0"
2ND FLOOR
95' - 0"
1ST FLOOR
82' - 0"
BOTTOM OF RAMP
77' - 0"



EAST ELEVATION

0 4 8 16 32
SCALE 1/16" = 1'-0"



NORTH ELEVATION

0 4 8 16 32
SCALE 1/16" = 1'-0"

T.O. PARAPET
120' - 10"
3RD FLOOR
107' - 0"
2ND FLOOR
95' - 0"
1ST FLOOR
82' - 0"
BOTTOM OF RAMP
80' - 0"



WEST ELEVATION

0 4 8 16 32
SCALE 1/16" = 1'-0"

BRENTWOOD HIGH SCHOOL STEM/CLASSROOM BUILDING PROPOSED ELEVATIONS

5304 Murray Ln, Brentwood, TN 37027

MATERIAL LEGEND:

BRICK 1:
SADDLE BLEND BY BOREL, MODULAR

BRICK 2:
PEBBLE BLEND BY BOREL, MODULAR

SPLIT FACE CMU:
515 TAN BY LOJAC, 8"x16"

PRECAST:
TAN, BY BOREL, 6" OR 8"

STOREFRONT:
BRONZE ANODIZED BY KAWNEER, 2"x4"

METAL PANEL:
TAN, BY ALCOA, SIZE VARIES



SUMMARY
RELIGIOUS INSTITUTIONS
CITY OF BRENTWOOD
APRIL 2010
(UPDATED MAY 5, 2017)

RELIGIOUS INSTITUTION NAME	ADDRESS	# SEATS IN SANCTUARY	BUILDING AREA (SQ. FT.)	LOT AREA (AC)	ZONING	COMMENTS
BRENTHAVEN CUMBERLAND PRESBYTERIAN	516 FRANKLIN RD.	292	28,426	8.56	SI-1	
BRENTWOOD BAPTIST CHURCH	7777 CONCORD RD.	2858	264,883	29.02	SI-1	
BRENTWOOD CHURCH OF CHRIST	208 GRANNY WHITE PK.	450	18,763	5.57	SI-1	
BRENTWOOD FIRST PRESBYTERIAN CHURCH	1301 FRANKLIN RD.			6.17	SI-1	
BRENTWOOD UMC	309 FRANKLIN RD.	1363	166,356	13.08	SI-1 & SI-1/SR	
CONCORD COMMUNITY NAZARENE	9826 CONCORD RD.	450		34.60	SI-1	
CONCORD ROAD CHURCH OF CHRIST	8221 CONCORD RD.	720	43,385	9.52	SI-1	
CONGREGATION MICAH	2001 OHB	N/A	N/A	N/A	SI-1	CEMETERY ONLY
EAST BRENTWOOD PRESBYTERIAN CHURCH	9000 CONCORD RD.	770	38,225	9.50	SI-1	
EPISCOPAL CHURCH OF THE GOOD SHEPHERD	1420 WILSON PK.	400	11,270	10.76	SI-1	
FAMILY COMMUNITY CHURCH	9495 CROCKETT RD.		2,489	1.75	SI-1	
FELLOWSHIP BIBLE CHURCH	1210 FRANKLIN RD.	2900	73,545	72.57	SI-1	
GRACE COMMUNITY	5711 GRANNY WHITE PK.	N/A	N/A	N/A	SI-1	PARKING LOT ONLY
HOLY FAMILY CATHOLIC CHURCH	9100 CROCKETT RD.	1200	43,617	23.24	SI-2	
JOHNSON CHAPEL UMC	201 HIGH LEA RD.			1.67	SI-1	
JOURNEY CHURCH	1600 WILSON PK.	275	8,190	9.85	SI-1	
LIBERTY UMC	9587 LIBERTY CHURCH RD.			0.49	SI-1	
NEW HOPE COMMUNITY CHURCH	613 WILSON PK.	550	33,565	21.45	SI-1	
OTTER CREEK CHURCH OF CHRIST	409 FRANKLIN RD.	1360	76,248	14.89	SI-2/SR	
OWENS CHAPEL CHURCH OF CHRIST	1011 FRANKLIN RD			1.64	SI-1	
REMNANT FELLOWSHIP CHURCH	1600 WILSON PK.	472	26,482	39.96	SI-1	
TOTAL		14,060	835,444	314.29		
PERCENT OF TOTAL AREA OF CITY				1.19		

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Appointment of Representative to the Williamson County Board of Equalization

Department: City Recorder

Information

Subject

Appointment of Representative to the Williamson County Board of Equalization

Background

At the May 22, 2017 meeting, the Board of Commissioners will appoint one (1) representative to the Williamson County Board of Equalization. The representative will serve an unexpired term ending on May 1, 2018. The Board of Equalization meets annually to hear appeals involving real and personal property valuation issues. Applicants for this position must be residents of the City of Brentwood. Prior experience in the areas of property appraisals or real estate is desired.

Notice of the upcoming appointment and process/deadlines for applications were published in the Tennessean's Williamson section and posted on the City's web page and on the Brentwood City Government Cable Channel (Channel 19 on Comcast).

Persons submitting applications for consideration are:

1. John Magyar
2. Danny B. Wood

Their applications are attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Applications

Ballots

Hedgepath, Debbie

Subject: FW: City of Brentwood: Online Board Application Submittal

From: tech@brentwoodtn.gov [mailto:tech@brentwoodtn.gov]

Sent: Thursday, May 11, 2017 9:51 AM

To: Lambert, Deanna <deanna.lambert@brentwoodtn.gov>

Subject: City of Brentwood: Online Board Application Submittal

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 05/11/2017 9:51 AM
Response #: 48
Submitter ID: 755
IP address: 99.127.175.161
Time to complete: 11 min. , 1 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Williamson County Board of Equalization

What is your name?

John Magyar

Spouse's name (if applicable)?

Melinda Magyar

Address:

6041 Wellesley Way

Home Phone:

615-333-8999

Business Phone:

615-778-1818

Fax Number:

Not answered

Email address:

john@meritangroup.com

Employer

Keller Williams Realty

Occupation:

Realtor

Spouse Employer:

Thompson & Associates

Spouse Occupation:

CFO

How long have you lived in Brentwood:

Just under 19 years.

Community Involvement:

Planning Commission since July 2015, Tree Board since September 2016. Vice President, Landmark HOA, Community service projects through Keller Williams Realty

Brief summary of why you would like to serve on this board:

Since my involvement with the Planning Commission, I have realized what a heavy burden it is to hold the keys to and help protect the assets of Brentwood. Since that time, I've sought to have more involvement in order to do my part to steward the limited assets that we have and to ensure that, one day, when we hand the keys to the next generation, in good faith, we have done our best.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

none

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

none, other than as a realtor, transacting in this and other areas of Williamson County and surrounding communities.

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

None, other than the possibility of being a realtor.

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

[x]I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Williamson County Board of Equalization

What is your name?

Danny B Wood

Spouse's name (if applicable)?

Jill Wood

Address:

1744 Forsyth Park Drive, Brentwood, TN 37027

Home Phone:

615-554-8383

Business Phone:

615-554-8383

Fax Number:

Not answered

Email address:

dannybwood@comcast.net

Employer

Turnberry Homes

Occupation:

REALTOR

Spouse Employer:

Homemaker

Spouse Occupation:

Not answered

How long have you lived in Brentwood:

14 years

Community Involvement:

Current President of Montclair HOA, Current member of Williamson County Association of REALTORS (WCAR) Board of Directors, Current member of Board of Trustees and Secretary/Treasure of REALTOR Good Works Foundation, Current President of Meade of Avalon Townhome HOA, Current member-at-large of Meade of Avalon Master Association HOA, Parliamentarian for WCAR, Chairman of Celebration of Excellence Committee for WCAR, Ombudsman for Professional

Standards Board for WCAR, Chrystal "R" Member of REALTOR Political Action Committee, Regular attender of Brentwood Baptist Church

Brief summary of why you would like to serve on this board:

I have been selling real estate for more than 25 years, and have exclusively sold in Williamson County for the past 17 of those years. I have sold almost 600 homes in the Brentwood/Franklin area since 2000. I believe I have a lot to bring to the table with my knowledge of real estate and property values in Williamson County. As a side note, my dad served for several years before he passed away as Chairman of the Equalization Board in Fentress County, so it pulled a little bit at my "heart strings" when Kirk Bednar told me they were looking for someone to fill the vacant position on the board.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

NO

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

NO

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

NO

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

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5/22/2017

Board of Equalization

Vote for One (1) member

Term: unexpired term ending on May 1, 2018

|||| John Magyar

| Danny B. Wood

Signature

Board of Equalization

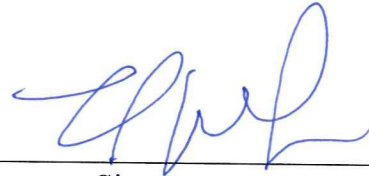
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X

John Magyar

Danny B. Wood



Signature

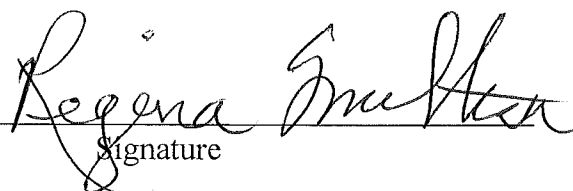
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
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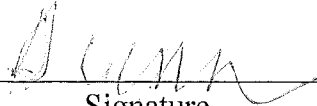
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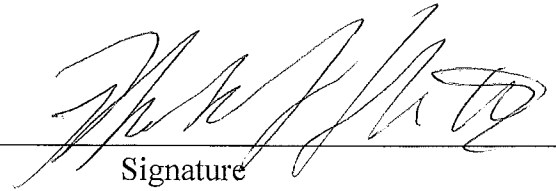
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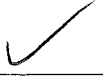


Signature

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Danny B. Wood


Signature

Brentwood City Commission Agenda

Meeting Date: 05/22/2017

Appointment of City Commission Representatives to Various Boards and Committees

Department: City Recorder

Information

Subject

Appointment of City Commissioners to various boards and committees

Background

At the May 22, 2017 meeting, the Board of Commissioners will appoint from its members representatives to the following boards for two (2) year terms that will expire in May 2019:

1. **Environmental Advisory Board***
2. **Park Board***
3. **Planning Commission** (a board member other than the Mayor's designated position)*
4. **Tree Board***

(*The Municipal Code provides that the representative of the Board of Commissioners serves a term running concurrently with the representative's term on the Board of Commissioners, or until replacement by the Board of Commissioners. The Board traditionally votes on appointments every two years, following the City Commissioner election.)

5. The Mayor will appoint one City Commissioner to serve on the **Historic Commission** for a term consistent with the Mayor's term as Mayor.

6. The Mayor **or** a person designated by the Mayor will serve as the City's representative to the Executive Committee of the **Metropolitan Planning Organization (MPO)**, the **Regional Transportation Authority (RTA)** and the **Greater Nashville Regional Council (GNRC)**.

7. The Mayor **or** a person designated by him or her will serve on the **Planning Commission** for a two year term consistent with his or her term as Mayor. Carole Crigger currently serves in this capacity.

8. The Mayor or City Manager (as the alternative) will serve as the City's representative to the **Williamson County Economic Development Council**. Currently the Mayor serves in this role.

Staff Recommendation

n/a

Fiscal Impact**Attachments**

No file(s) attached.
