



**Agenda for the Regular Meeting of Board of Commissioners  
Monday, May 13, 2019 - 7:00 pm  
Brentwood City Hall**

Call to Order by Vice Mayor  
Roll Call  
Invocation by Vice Mayor Gorman  
Pledge of Allegiance to the Flag by Commissioner Little  
National Anthem by Nichelle Pettiford  
Oath of Office for City Commission  
Election of Mayor  
Election of Vice Mayor  
National Public Works Week Proclamation

**Approval or Correction of Minutes**

April 22, 2019

**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. Resolution 2019-49 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH NEEL-SCHAFFER, INC. FOR FIBER OPTIC NETWORK DESIGN SERVICES, for adoption
2. Resolution 2019-50 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH SBW CONSTRUCTORS, LLC FOR CROCKETT ROAD AND DEERWOOD CONNECTOR WATER LINE REPLACEMENT PROJECT, for adoption
3. Resolution 2019-51 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH HFR DESIGN FOR ENGINEERING SERVICES AT THE MARYLAND WAY PARK PLAZA, for adoption
4. Resolution 2019-52 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH KCS CONSTRUCTION, LLC FOR OWL CREEK PARK BOARDWALK REPLACEMENT, for adoption
5. Resolution 2019-53 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH S&W CONTRACTING CO., INC. FOR SIGNALIZATION OF THE INTERSECTION OF FOUNTAINHEAD DRIVE AND FRANKLIN ROAD, for adoption
6. Approval to donate surplus Police Department vehicle to the Town of Cornersville

### **Old Business**

1. Other old business

### **New Business**

1. Other new business

A handwritten signature in black ink, appearing to read "Kirk Bednar", with a stylized flourish at the end.

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:** 05/13/2019

Approval or correction of minutes from Regular Scheduled Commission meeting

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Approval or correction of minutes from the April 22, 2019 meeting

#### **Background**

#### **Staff Recommendation**

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### **Fiscal Impact**

### **Attachments**

Draft Minutes

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# DRAFT

## MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

### BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, April 22, 2019 at 7:00 pm at Brentwood City Hall.

Present: Mayor Jill Burgin; Vice Mayor Mark Gorman; Commissioner Betsy Crossley; Commissioner Anne Dunn; Commissioner Rhea Little; Commissioner Regina Smithson; Commissioner Ken Travis

Staff Present: City Manager Kirk Bednar; Assistant City Manager Jay Evans; City Attorney Kristen Corn; City Recorder Holly Earls

Commissioner Dunn led the Invocation. The Pledge of Allegiance was led by Vice Mayor Gorman.

#### **Approval or Correction of Minutes**

April 8, 2019

Moved by Commissioner Rhea Little for approval of the minutes as written, seconded by Commissioner Regina Smithson

**Vote:** 7 - 0 Approved - Unanimously

#### **Citizen Comments**

Andrew Lee, 2301 Vanderbilt Place

#### **Consent Agenda**

Resolution 2019-39 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROSSLIN AND ASSOCIATES, PLLC FOR THE ANNUAL AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2019, for adoption

Resolution 2019-41 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE GLENELLEN ESTATES SUBDIVISION, for adoption

Resolution 2019-42 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE WITHERSPOON SUBDIVISION, for adoption



Resolution 2019-44 - A RESOLUTION AUTHORIZING THE TERMINATION OF AN AGREEMENT WITH CIVIL CONSTRUCTORS, INC. FOR ANNUAL ROADWAY REPAIRS AND IMPROVEMENTS

Resolution 2019-45 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH DREAM EVENTS & CATERING FOR CATERING SERVICES FOR THE RENDEZVOUS AT RAVENSWOOD, for adoption

Resolution 2019-46 - A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DEDICATION OF A WATER UTILITY EASEMENT FOR EASTPARK OFFICE BUILDING 2 IMPROVEMENTS

Resolution 2019-48 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH PRESIDIO FOR PURCHASE OF CISCO WIRELESS EQUIPMENT FOR THE JOHN P. HOLT BRENTWOOD LIBRARY, for adoption

Approval of recommended street resurfacing list for Fiscal Year 2020

Moved by Commissioner Betsy Crossley for approval of the items on the Consent Agenda, seconded by Commissioner Rhea Little

**Vote:** 7 - 0 Approved - Unanimously

### **New Business**

Resolution 2019-40 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH FOUR STAR PAVING, LLC FOR ANNUAL ROADWAY REPAIRS AND IMPROVEMENTS, for adoption

Moved by Vice Mayor Mark Gorman for approval, seconded by Commissioner Ken Travis

**Vote:** 7 - 0 Approved - Unanimously

Resolution 2019-43 - A RESOLUTION TO ADOPT THE STANDARD OF COVER FOR THE BRENTWOOD FIRE AND RESCUE DEPARTMENT

Moved by Commissioner Rhea Little for approval, seconded by Mayor Jill Burgin

**Vote:** 7 - 0 Approved - Unanimously

Resolution 2019-47 - A RESOLUTION AUTHORIZING THE GRANTING OF AN EASEMENT ON CITY PROPERTY AT SAFETY CENTER EAST TO PIEDMONT NATURAL GAS FOR NATURAL GAS DISTRIBUTION LINE

Moved by Commissioner Rhea Little for approval, seconded by Commissioner Ken Travis

**Vote:** 7 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 8:06 pm.

APPROVED \_\_\_\_\_

A handwritten signature in cursive script, reading "Holly Earls", written over a horizontal line.

Holly Earls, City Recorder

## **Brentwood City Commission Agenda**

**Meeting Date:** 05/13/2019

Resolution 2019-49 - Approval of Agreement with Neel-Schaffer, Inc. for Fiber Optic Network Design Services

**Submitted by:** Kirk Bednar, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Resolution 2019-49 - Approval of Agreement with Neel-Schaffer, Inc. for Fiber Optic Network Design Services

#### **Background**

As part of the planning for the new Police Department Headquarters facility, staff identified the need to provide dual fiber optic network feeds to the building to provide redundant capabilities for the required voice, data, and radio communication services necessary for all police and 911 dispatch operations.

The City's existing fiber optic network is located in relatively close proximity to the site (along I-65 and Concord Road) to allow for this connectivity. Tentative routing plans call for one fiber optic extension to come from the existing fiber running to the west along I-65 and the second feed to come from the existing fiber running along Concord Road (see attached map). The route from I-65 will require acquisition of a utility easement from the Heritage senior living community to cross that property before entering the headquarters property. The route from Concord Road would follow the Heritage Way right of way and then cross Heritage Way and route through existing City-owned property. In addition, a segment of the City's existing fiber network from City Hall to Wilson Pike will be need to be replaced with larger capacity fiber to serve the demands of this new facility.

Staff requested a proposal from the City's independent traffic engineer, Neel-Schaffer, to provide the necessary engineering design, bid assistance, and construction phase services. Neel-Schaffer has worked with the City on several prior fiber network extension projects. Neel-Schaffer's proposal includes the following tasks:

1. Project Administration
2. Engineering and Plan Development
3. Bidding Assistance including preparation of bid documents
4. Construction Phase Services including response to contractor requests for information and construction observation

The proposed fee of \$44,250 includes a \$5,000 contingency for any coordination with Nashville Electric that may be needed. The attached scope of work outlines the detailed tasks and fee information.

Please contact the Technology Director with any questions you may have.

### **Staff Recommendation**

Staff recommends approval of the agreement with Neel-Schaffer, Inc. for fiber network expansion design services at a cost of \$39,250.00 plus a contingency of \$5,000 for any needed NES coordination (\$44,250 total).

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### **Fiscal Impact**

**Amount :** \$44,250.00

**Source of Funds:** Capital Projects Fund

**Account Number:** 311-45300-6005

### **Fiscal Impact:**

Funding for this engineering design work is included in the proposed FY 2020 Capital Projects Fund budget for this project.

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### **Attachments**

Resolution 2019-49

Contract No. 2019-051

Tentative Routing Map

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**RESOLUTION 2019-49**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND NEEL-SCHAFFER, INC. FOR FIBER OPTIC NETWORK DESIGN  
SERVICES, 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 addendum to the agreement by and between the City of Brentwood and Neel-Schaffer, Inc. for fiber optic network design services, 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

ADOPTED: \_\_\_\_\_

*Approved as to form:*

\_\_\_\_\_  
RECORDER

Holly Earls

\_\_\_\_\_  
CITY ATTORNEY

Kristen L. Corn

April 30, 2019

Mr. Kirk Bednar  
City Manager  
City of Brentwood, Tennessee  
5211 Maryland Way  
Brentwood, TN 37027

**RE: Letter Agreement Proposal – Professional Engineering Services  
Heritage Way Fiber Optic Cable Extension**

Dear Kirk:

Per the city's request and our recent discussions, we are pleased to present this scope of services proposal for the proposed expansion of the city's fiber optic cable network to include the Heritage Way service area. In general, the city desires to expand its fiber optic communication network to reach the new public safety building proposed on Heritage Way and to supplement the network's redundancy capabilities. This professional services proposal outlines Neel-Schaffer's scope of work and anticipated tasks to assist the city with this effort.

The city intends to connect and extend existing fiber cable infrastructure to the proposed public safety building. The facility will be located on city-owned property east of Heritage Way just north of the existing indoor sports complex. Existing city fiber cable is located to the west along the I-65 corridor and also to the south along Concord Rd. The project proposes to provide two independent fiber cable connections to both existing fiber trunk cables. Per city direction, the proposed fiber cable extension will provide 48F SMFO cable installed underground via a new conduit and pull box system. The path to reach the I-65 fiber trunk cable will generally extend to the west crossing a limited portion of The Heritage of Brentwood property and accessing existing state public right-of-way. The south connection will extend north from Concord Rd, generally following Heritage Way, partially within existing city conduit, and along existing public right-of-way adjacent to the sports complex and north along an existing city greenway to the rear of the property where the public safety building will be located. If determined to be necessary, the city will be responsible for any arrangements and coordination necessary to establish access across private property, including public utility easements.

In addition, city officials have identified the need to install additional fiber trunk cable along Church Street / Maryland Way to establish communications between I-65 and city hall. Existing fiber cable along Church Street will be supplemented with new 1/4" messenger cable and trunk fiber cable. New fiber trunk cable will also be installed underground within existing city conduit along Maryland Way between Franklin Rd and city hall. The scope assumes no additional infrastructure or equipment needs other than the installation of the fiber trunk cable and messenger cable. City staff will lead and take primary role in any needed coordination and approvals from Nashville Electric Service (NES) related to attachment to Church St utility poles.

As part of the professional engineering services, Neel-Schaffer will provide services and prepare construction plans for the installation of the proposed fiber cable as described. Neel-Schaffer will also provide limited assistance during the bid and construction phases as outlined in the scope of services.

Our specific scope of work tasks will be as follows:

- **Task 1 - Project Administration:**  
This task includes project kick-off activities and overall management of tasks over the course of the project: project organizational meeting, coordination with city staff, general project management.
- **Task 2 - Engineering and Plan Development:**  
This task will complete preparation of fiber cable installation plans. Layout sheets will be developed showing the path and equipment necessary to install the proposed fiber cable underground to connect to the existing I-65 and Concord Rd fiber cables. No formal field survey will be conducted. Preparation of the plans will utilize existing aerial mapping and GIS utility data provided by the city and supplemented with existing information provided by city officials. Design of the fiber optic cable infrastructure will follow current TDOT specifications and details.  
  
Plans development will include two submittals: 50% preliminary and 90% draft final plans. The 90% plan submittal will additionally include general notes, special notes, list of standard drawings and estimate of quantities. The scope excludes preparation of fiber assignment tables and detailed splicing schematics as city staff will maintain and provide this information. Work related to acquiring additional public right-of-way or easements for installation of underground facilities is excluded from the scope of work. Neel-Schaffer will provide draft and final deliverables in electronic PDF format.
- **Task 3 - Assistance with Contract Bid Documents (Bid Book):**  
Neel-Schaffer will assist the city in preparing project bid documents. Neel-Schaffer will use standard documentation and formats provided by the Information Technology and Purchasing Departments. The city's standard contract bid documents will be updated to show items specifically related to the fiber expansion project (i.e. letting data, contract duration, bid tab, etc.). Neel-Schaffer will submit a draft final copy of the bid documents for review by the city. Neel-Schaffer will provide the City an electronic (PDF) copy of the final, approved version.
- **Task 4 – Construction Phase Services:**  
Neel-Schaffer will aid the City with certain technical services during the project's construction phase. Neel-Schaffer will not provide daily, full-time inspection during construction. Neel-Schaffer will be available for limited, part-time observations documenting the progress of the project contractor and that work is being performed in general conformance with the design plans. If Neel-Schaffer staff identifies questions or issues related to the contractor's work, Neel-Schaffer will notify city staff for further investigation and action. Neel-Schaffer will not be responsible for reviewing the contractor's work means, methods or safety plan.

- i) Bid Assistance – Neel-Schaffer will provide assistance to the city during the project's bid phase. This includes attendance at the pre-bid meeting held for prospective bidders. Following the meeting, Neel-Schaffer will assist by providing the city input in answering contractors' RFIs (Requests for Information).
- ii) Pre-Construction Meeting – Neel-Schaffer will attend and contribute to the Pre-Construction meeting. Neel-Schaffer staff will prepare a meeting agenda and document its discussion.
- iii) Material Submittal Review – Neel-Schaffer will assist with review of material submittal from the contractor. Neel-Schaffer staff will note the materials' conformance with the project requirements. Written notification will be provided documenting the review.
- iv) Construction Observation Services – Neel-Schaffer will provide limited, part-time support observations during construction. This effort will note general progress of the contractor. Although not performed daily, consultant staff will note any inconsistencies from the design plans found during field observations and report to city staff. City staff will act as lead and have primary responsibility for inspection and acceptance of contractor's work. Construction observation services are based on a two-month active construction duration. Services beyond this may be performed by the consultant, but only with prior approval from the City. The following summarizes Neel-Schaffer's tasks during active construction:
  - Limited construction observation,
  - Input on approving contractor pay requests
  - Participation in final, substantial completion walk-thru meeting.
- v) This phase includes a \$5,000 contingency allotment to allow for coordination and assistance with NES. At time of scope development, the level of NES involvement is unknown. If it is determined during the project that NES coordination is not required, this allotment will be not be used. The fee amount is reserved as a draw-down amount to be utilized only if needed. Neel-Schaffer anticipates that a subconsultant may lead NES coordination.

Information provided by the City:

As available, the city will provide Neel-Schaffer access to information and data pertinent to completing the project: GIS planimetric data, aerial photography, documentation/fiber cable assignment of existing fiber trunk cable, existing fiber optic cable specifications, and existing standard city construction contract bid book format and documentation.

Neel-Schaffer will provide plan development and bid document services (Tasks 1 thru 3) for a lump sum fee amount of \$26,330.00. Construction phase services (Task 4) will be conducted on an hourly not-to-exceed basis following the documented hourly rate schedule with an estimated ceiling of \$12,920, excluding the contingency reserve. With the contingency allotment, construction phase services is estimated at \$17,920. The total estimate project fee is \$44,250. The City of Brentwood will be billed monthly as work is completed. Public meetings, design and construction inspection services beyond that outlined in the scope, third-party meetings, and



project displays are excluded at this time. Neel-Schaffer, Inc. will provide these engineering services in accordance with the attached General Terms and Conditions. If the terms of this agreement are acceptable, please have the original executed and return a copy to us. Additional services will be negotiated and provided only with written notice from the city of Brentwood.

Sincerely,  
**NEEL-SCHAFFER, INC.**



Gregory Judy, P.E., PTOE  
Engineer Manager/Vice President

Attachments

c: Mr. John Allman, Technology Director  
File

**ACCEPTED: City of Brentwood, TN**

**DATE:**

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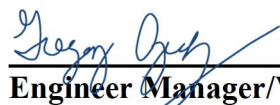
**Mayor**

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**Mr. Kirk Bednar, City Manager**

**ACCEPTED: Neel-Schaffer, Inc.**

**DATE:**



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**Engineer Manager/Vice President**

**04/30/2019**

## Exhibit A

### Proposed Fee Estimate - Heritage Way Fiber Cable Extension City of Brentwood - Department of Engineering

Tasks and SubTasks	Neel-Schaffer, Inc.			FCS Design	
	Sr Engineer	Engineer	Technician	Manager	Technician
<b>Task 1 - Project Administration</b>					
Preparation and Attendance at Organizational Meeting	6				
General Coordination	10				
Project Billing	4				
Task Hours - Subtotal	20	0	0		
<b>Task 2 - Engineering and Plan Development</b>					
Preparation of Plan Base Mapping/Sheet Set-Up	4	12			
Field Review / Inventory of Existing Conditions	6	6			
Collect existing conditions from city and incorporate into layouts	2	4			
Prepare preliminary layouts / fiber cable installation (50%) plans	12	24			
Preliminary plan review meeting/Incorporate staff comments	4	4			
Prepare draft final plans / fiber cable installation (90%) plans	4	12			
Standard Drawings, General Notes, and Special Notes	4	6			
Estimated Quantities and Construction Probable Cost	4	8			
Draft final plans / Incorporate staff comments	4	8			
Internal QA/QC of plan submittals (50%,90%,100%)	2	4			
Prepare and submit final plans		2			
Task Hours - Subtotal	46	90	0	0	0
<b>Task 3- Assistance with Contract Bid Documents (Bid Book)</b>					
Review existing city contract bid book documentation	4				
Prepare/Update contract documents	16	4			
Staff review of bid documents / Incorporate comments					
Special Provisions & Bid Tab	4				
Prepare / submit final contract bid document	2	4			
Task Hours - Subtotal	26	8	0	0	0
<b>Task 4 - Construction Phase Services</b>					
Bid Phase Assistance	8	4			
RFI Responses	6				
Pre-Construction Meeting	4				
Material Submittal Review	8	4			
Construction Observation Tasks	24	28			
Task Hours - Subtotal	50	36	0	0	0
<b>Total Hours</b>	<b>142</b>	<b>134</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task 1 - Project Administration	\$3,700.00
Task 2 - Engineering and Plan Development	\$17,060.00
Task 3- Assistance with Contract Bid Documents (Bid Book)	\$5,570.00
Task 4 - Construction Phase Services	\$12,670.00

<b>N-S Direct Costs:</b>	<b>\$250.00</b>
<b>N-S Labor Fee:</b>	<b>\$39,000.00</b>
<b>Coordination Assistance with NES (Contingency Only):</b>	<b>\$5,000.00</b>
<b><u>Total Project Budget =</u></b>	<b><u>\$44,250.00</u></b>

**EXHIBIT B**  
**GENERAL TERMS AND CONDITIONS**

**1. Relationship between Engineer and Client.**

Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

**2. Responsibility of the Engineer.** Engineer will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, warranty or guarantee, expressed or implied is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that

exhaustive, continuous or detailed review or examinations have been made to check the quality or quantity of the contractor's work.

**3. Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Clients' contractors or subcontractors to notify the Engineer shall relieve the Engineer of any liability for costs of remedying the defects about the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

**4. Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

**5. Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall and remain be the property of Engineer.

**EXHIBIT B**  
**GENERAL TERMS AND CONDITIONS**

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, ~~and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.~~ Owner further acknowledges that any reports or studies prepared by Engineer are intended solely for the Owner's use and information, ~~and the Owner shall defend and indemnify Engineer from any liabilities arising out of other entities' reliance on such reports or studies.~~
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the negligent act, error or omission of Engineer.
- Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the negligent act, error or omission of Client, but only to the extent permitted by law.
- In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.
- Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under

## **EXHIBIT B**

### **GENERAL TERMS AND CONDITIONS**

this Agreement. The provisions of this paragraph are applicable only to the extent permitted by law.

~~Engineer's indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the Client and Engineer as set forth in Section 21, "Risk Allocation" of this Agreement.~~

~~Client waives any rights or claims for damage to persons or property that it or any of its successors in interest or insurers may have against Engineer for any claim or action arising out of Engineer's scope of services related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance.~~

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Engineer agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of Engineer's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
  - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;

(c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and

(d) Professional Liability insurance covering Engineer's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

Engineer shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Engineer's work and annually upon renewal of coverage. Engineer shall cause Client to be named as an additional insured on Engineer's commercial general liability policy, which shall be primary and noncontributory.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.
- Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.
20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. ~~Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.~~

~~21. **Risk Allocation.** In light of the relative risks and rewards of the parties, Client and Engineer have allocated the risks such that the Client agrees to limit Engineer's liability to the Client arising from this Agreement such that the total aggregate liability of the Engineer shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.~~

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the

contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services. ~~If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal.~~ If the Client fails to make payments, the Engineer, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges, without recourse to the Client for loss or damage caused by such suspension. The Client further waives any and all claims against the Engineer for any such suspension. Payment for Engineer's services is not contingent on any factor, except the Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the Engineer in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

~~If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.~~

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

**EXHIBIT B**  
**GENERAL TERMS AND CONDITIONS**

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall exercise due professional care to comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state or jurisdiction in which the Project is located.
28. ~~**Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury.~~
- ~~By entering into this agreement, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst and between them, to include the Contractor's individual Shareholders, Directors and Officers, decided, heard or adjudged by a trial by jury.~~
29. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.
30. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
31. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by

either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

32. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
33. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
34. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Engineer the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.
35. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Engineer.
36. **Course of Dealing.** Client and Engineer agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Engineer gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

## Exhibit C

### CITY OF BRENTWOOD – TRAFFIC ENGINEERING SERVICES

<b>2019 RATE SCHEDULE FOR PROFESSIONAL SERVICES</b>	
<b>Employee Type</b>	<b>Hourly Rate</b>
Senior Engineer Manager (P8 and P9)	\$210.00
Engineer Manager/Sr. Engineer (P6 and P7)	\$185.00
Project Engineer (P4 and P5)	\$125.00
Engineer Intern (P1-P3)	\$95.00
Clerical (A1-A4)	\$35.00

<b>REIMBURSABLE EXPENSE SCHEDULE</b>	
<b>Expense</b>	<b>Cost</b>
Full size Bond (36"x24")	\$2.00/sheet
Half size Bond (11"x17")	\$1.00/sheet
Project Mileage	\$0.46/mile
Photocopies (8 1/2"x11")	\$0.20/sheet
<i>All other expenses, including subcontractors, contract reproduction/printing, travel and subsistence, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.</i>	





Proposed Fiber Route

Proposed Fiber Route



## **Brentwood City Commission Agenda**

**Meeting Date:** 05/13/2019

Approval of Agreement with SBW Constructors, LLC for Crockett Rd. & Deerwood Connector Water Line Replacement Project.

**Submitted by:** Chris Milton, Water & Sewer

**Department:** Water & Sewer

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### **Information**

#### **Subject**

Resolution 2019-50 - Approval of Agreement with SBW Constructors, LLC for Crockett Rd. & Deerwood Connector Water Line Replacement Project.

#### **Background**

The Water Services Department FY 2019-2024 Capital Improvements Plan Annual Pipe Replacement project, includes funding for planned, incremental replacement of aging water lines throughout the water distribution system in order to maintain the highest level of distribution service, reduce maintenance costs and avoid significant future capital costs. This program is not intended to provide for increases to capacity. Projects are identified using the department's asset management and geographical information system which aides in tracking features such as asset age, maintenance cost and historical performance.

The scope of work identified for this project includes replacing approximately 3,350 feet of 12-inch water pipe along Crockett Road, from just east of the newly constructed round-a-bout at Raintree Pkwy., eastward to Ohara Drive (see attached Crockett Rd. project site map). Also included in the scope of the Crockett Road work is abandoning approximately 2,000 feet of an older 4-inch water line west of the round-a-bout. This work includes "swapping" water services for 8 customers from the older 4-inch line to an adjacent 12-inch water line and then disconnecting the 4-inch water line from the system.

Additionally, the overall project scope includes installing approximately 400 feet of 8-inch water pipe at Deerwood Lane to connect Deerwood Lane customers to the Johnson Chapel Rd. water line that was installed in 2014. By making this planned connection, an older segment of water line currently metered by Harpeth Valley Utility District and installed from Harpeith River Dr., under the Little Harpeth River to Deerwood Ln. can be abandoned (see attached Deerwood area project site map).

On April 18, 2019 Water Services Dept. and Finance Dept. staff publicly opened construction bids for the aforementioned work. The City received four competitive bids

ranging from a low bid of \$789,454.75 to a high bid of \$1,114,000. SBW Constructors, LLC of Goodlettsville, TN submitted the lowest bid. SBW Constructors have successfully completed numerous similar size projects in middle Tennessee and are considered competent to complete this project.

Accordingly, it is the recommendation of Smith Seckman Reid, the project engineer, and the Water Department staff that the project be awarded to the low bidder, SBW Constructors, LLC in an amount not to exceed \$789,454.75. The low bid amount includes a contingency allowance of about 8% of the contract amount to cover unforeseen costs, and overall is within the amount budgeted in the department's CIP. Staff has attached the project engineer's letter of recommendation and the detailed bid tab for your consideration.

Please contact Chris Milton, Director Water Services, should you have any questions.

### **Staff Recommendation**

Staff recommends approval.

### **Previous Commission Action**

No previous Commission action on this item.

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### **Fiscal Impact**

**Amount :** \$789,454.75

**Source of Funds:** Water & Sewer Fund

**Account Number:** 412-16700-8053

#### **Fiscal Impact:**

The recommended contract amount is within the amount budgeted in the Water Services Department's capital improvements plan.

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### **Attachments**

Resolution 2019-50

Contract No. 2019-050

Payment Bond

Performance Bond

Indemnification Agreement

Engineer's Recommendation & Bid Summary

Crockett Rd Project Site Map

Deerwood Project Site Map

Detailed Bid Tabulation

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**RESOLUTION 2019-50**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND SBW CONSTRUCTORS, LLC FOR CROCKETT ROAD AND  
DEERWOOD CONNECTOR WATER LINE REPLACEMENT 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 is hereby authorized to execute an agreement by and between the City of Brentwood and SBW Constructors, LLC for Crockett Road and Deerwood Connector water line replacement 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

ADOPTED: \_\_\_\_\_

*Approved as to form:*

\_\_\_\_\_  
RECORDER

Holly Earls

\_\_\_\_\_  
CITY ATTORNEY

Kristen L. Corn

**SECTION 00520**

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

THIS AGREEMENT is by and between City of Brentwood, Tennessee ("Owner") and  
SBW Constructors, Inc. ("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 3,105 LF of 12" DIP water line along Crockett Road, 1,540 LF of 1" PEXa service line, eighteen (18) water assemblies, along with fittings, valves, hydrants, connections to existing system, concrete, pavement repairs, erosion control, traffic control and other required appurtenances for a complete project. Also included is work on Deerwood Lane which includes 530 LF of 8" diameter DIP, an 8" PRV and precast vault, along with fittings, valves, hydrants, connections to existing system, and pavement repairs.

**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, Tennessee Water Services Department  
 Crockett Road 12" Water Line Replacement  
 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 120 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 150 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) SEVEN HUNDRED EIGHTY-NINE THOUSAND, FOUR HUNDRED FIFTY-FOUR AND 75/100 CENTS \$789,454.75

### 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 27<sup>th</sup> 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 8 sheets with each sheet bearing the following general title:  
Crockett Road 12" Water Line Replacement.
  9. No Addenda issued.
  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: SBW Constructors, 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

Brentwood, TN 37027

107 Terry Lane

Cottonwood, TN 37048

License No.: TN Lic. # 67157, expires 9/30/19  
(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 00615**

**PAYMENT BOND**

CONTRACTOR *(name and address)*:

SBW Constructors, LLC  
107 Terry Lane  
Cottontown, TN 37048

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

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

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount: \$789,454.75

Description *(name and location)*: Crockett Road 12" Water Line Replacement, Brentwood, TN

**BOND**

Bond Number:

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

Amount:

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**

\_\_\_\_\_  
*(seal)*

Contractor's Name and Corporate Seal

\_\_\_\_\_  
*(seal)*

Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 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 Owners 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 Owners shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**SECTION 00610**

**PERFORMANCE BOND**

CONTRACTOR *(name and address)*:

SBW Constructors, LLC  
107 Terry Lane  
Cottontown, TN 37048

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

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

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount: \$789,454.75

Description *(name and location)*: Crockett Road 12" Water Line Replacement, Brentwood, TN

**BOND**

Bond Number:

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

Amount:

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**

**SURETY**

\_\_\_\_\_  
*(seal)*

Contractor's Name and Corporate Seal

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
*(seal)*

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Signature

\_\_\_\_\_  
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 00630**

**INDEMNIFICATION AGREEMENT**

Project Description: CROCKETT ROAD 12" WATER LINE REPLACEMENT

\_\_\_\_\_  
SBW Constructors, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_



April 19, 2019

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

Re: **Crockett Road 12" Water Line Replacement  
Evaluation and Bid Award  
SSR Project No. 1741018.0**

Dear Mr. Milton:

On Thursday, April 18, 2019 at 2:00 P.M., bids were opened for the Crockett Road 12" Water Line Replacement project. Also included with this project was work along Deerwood Lane. Four (4) bids were submitted. A list of bidders and bid amounts are shown below.

<b>Bidder</b>	<b>Bid Amount</b>
1. SBW Constructors, LLC	\$789,454.75
2. Walker Building Group, LLC	\$969,271.00
3. Cunningham Construction & Development, LLC	\$997,611.25
4. Jarrett Builders, Inc.	\$1,114,000.00

After evaluations of the submitted bids, the low bidder is SBW Constructors, 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. No errors were found. The bid tab has been sent to all plan holders, and a copy is attached for your use. The low bidder, SBW Constructors, LLC, is located in Goodlettsville, TN. Though we have not officially worked with SBW, we are familiar with their work as they have completed numerous projects in Middle Tennessee for Metro Nashville and other surrounding municipalities.

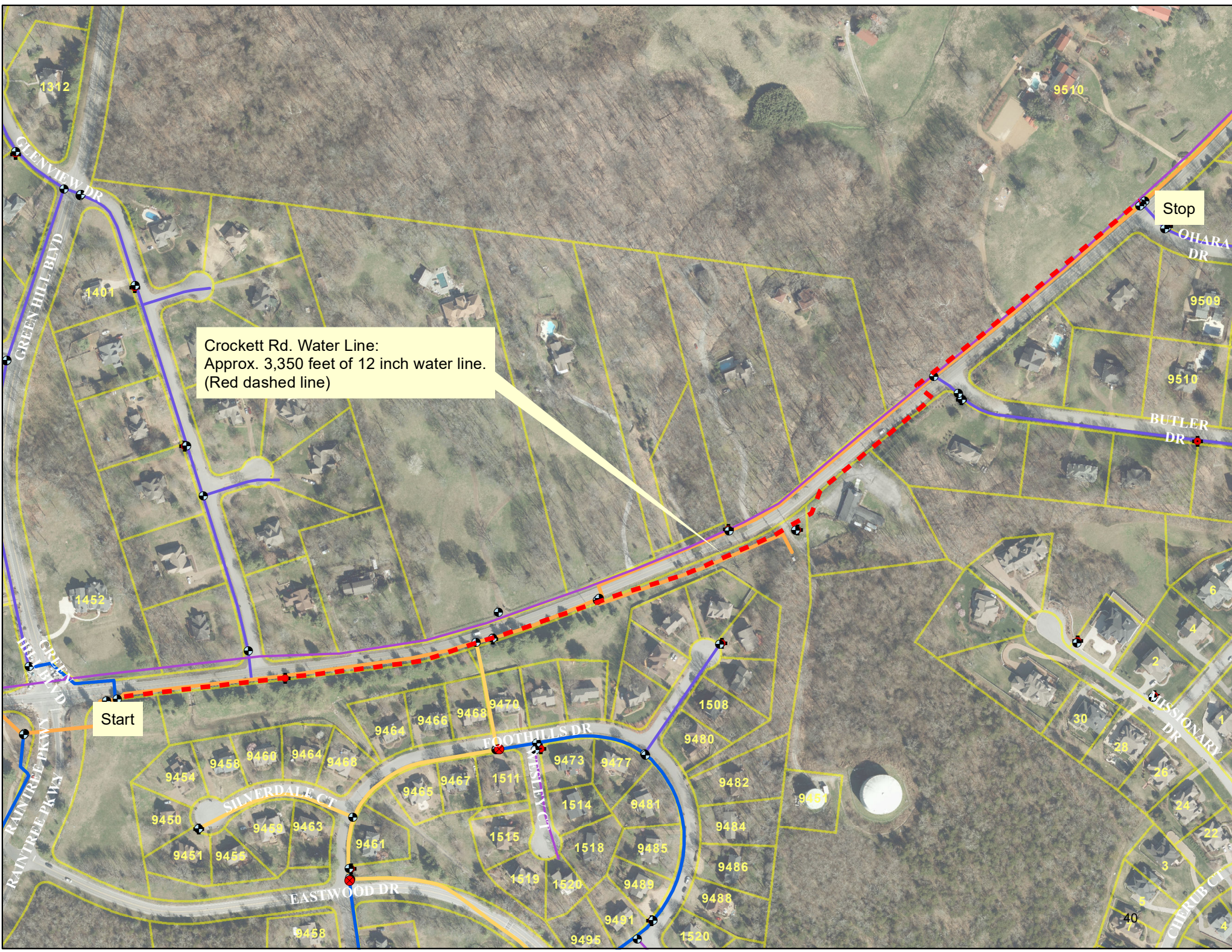
The opinion of probable construction for Crockett Road and Deerwood Lane was approximately \$811,500.00. Given this information, we recommend SBW Constructors, LLC be awarded the contract for the Crockett Road 12" Water Line Replacement project. Please notify us when final approvals are in place so that we may inform the Contractor and begin preparation of the Contract Documents. If you have any questions regarding this recommendation, please feel free to call me at (615) 460-0543.

Sincerely,  
**SMITH SECKMAN REID, INC.**

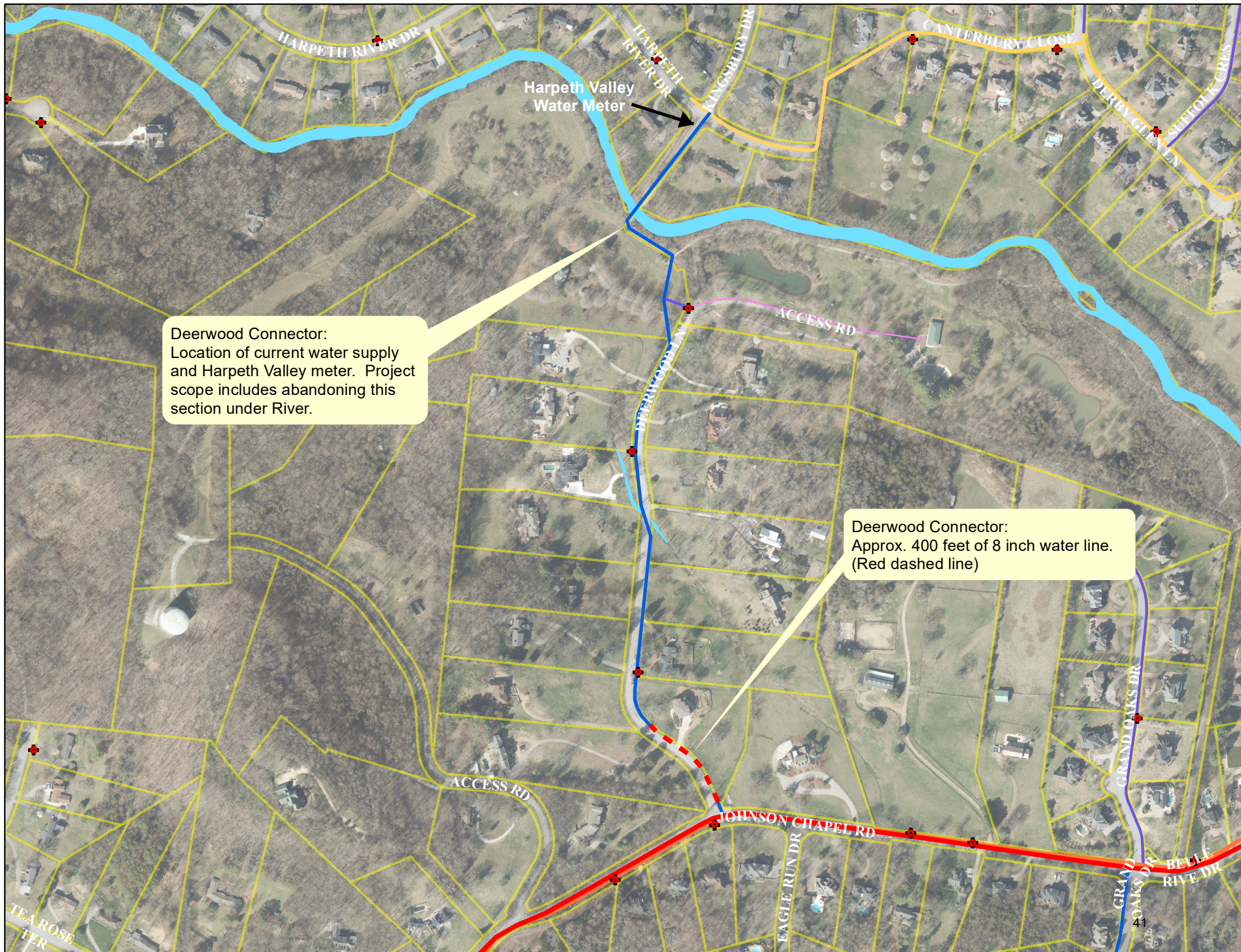
Paolo M. Fonda, P.E.

cc: Drew Muirhead – Brentwood  
File (1)









Deerwood Connector:  
Location of current water supply  
and Harpeth Valley meter. Project  
scope includes abandoning this  
section under River.

Deerwood Connector:  
Approx. 400 feet of 8 inch water line.  
(Red dashed line)



**BID TABULATION SHEET FOR  
CITY OF BRENTWOOD, TENNESSEE  
CROCKETT ROAD 12" WATER LINE REPLACEMENT**



**SSR NO. 1741018.0**

**Page 1 of 1**

**BID DATE: APRIL 18, 2019**

**2:00 PM CST TIME**



SBW Constructors, LLC  
405 Church Street  
Goodlettsville, TN 37072  
TN LN#: 00067157  
EXP: 09/30/2019

Walker Building Group, LLC  
2817 West End Ave #126-256  
Nashville, TN 37203  
TN LN#: 00057127  
EXP: 03/31/2020

Cunningham Const. & Development  
730 Bellevue Road  
Nashville, TN 37221  
TN LN#: 00037226  
EXP: 11/30/2020

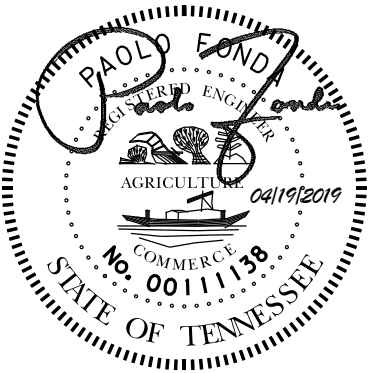
Jarrett Builders, Inc.  
1106 Lebanon Pike  
Nashville, TN 37210  
TN LN#: 00040392  
EXP: 08/31/2020

Item Number	Quantity & Units		Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	1	LS	Mobilization	\$ 25,000.00	\$ 25,000.00	\$ 28,500.00	\$ 28,500.00	\$ 25,000.00	\$ 25,000.00	\$ 26,900.00	\$ 26,900.00
2	1	LS	Traffic Control	\$ 36,000.00	\$ 36,000.00	\$ 110,000.00	\$ 110,000.00	\$ 35,000.00	\$ 35,000.00	\$ 113,164.50	\$ 113,164.50
3	1	LS	Erosion Control	\$ 9,000.00	\$ 9,000.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 16,300.00	\$ 16,300.00
4	1	AL	Miscellaneous Contingency Allowance	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
5	2,200	LF	12" Ductile Iron Pipe	\$ 92.00	\$ 202,400.00	\$ 100.00	\$ 220,000.00	\$ 125.00	\$ 275,000.00	\$ 123.00	\$ 270,600.00
6	55	LF	12" Ductile Iron Pipe (Inside Roadway)	\$ 105.00	\$ 5,775.00	\$ 130.00	\$ 7,150.00	\$ 200.00	\$ 11,000.00	\$ 118.00	\$ 6,490.00
7	805	LF	12" Ductile Iron RJ Pipe	\$ 96.00	\$ 77,280.00	\$ 105.00	\$ 84,525.00	\$ 135.00	\$ 108,675.00	\$ 116.00	\$ 93,380.00
8	45	LF	12" Ductile Iron RJ Pipe (Inside Roadway)	\$ 227.00	\$ 10,215.00	\$ 135.00	\$ 6,075.00	\$ 210.00	\$ 9,450.00	\$ 144.00	\$ 6,480.00
9	40	LF	10" Ductile Iron RJ Pipe	\$ 97.00	\$ 3,880.00	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00	\$ 144.00	\$ 5,760.00
10	150	LF	8" Ductile Iron Pipe	\$ 65.00	\$ 9,750.00	\$ 75.00	\$ 11,250.00	\$ 80.00	\$ 12,000.00	\$ 86.00	\$ 12,900.00
11	155	LF	8" Ductile Iron RJ Pipe	\$ 71.00	\$ 11,005.00	\$ 73.00	\$ 11,315.00	\$ 90.00	\$ 13,950.00	\$ 97.00	\$ 15,035.00
12	225	LF	8" Ductile Iron RJ Pipe (Inside Roadway)	\$ 80.00	\$ 18,000.00	\$ 92.00	\$ 20,700.00	\$ 150.00	\$ 33,750.00	\$ 92.00	\$ 20,700.00
13	75	LF	6" Ductile Iron RJ Pipe	\$ 66.00	\$ 4,950.00	\$ 75.00	\$ 5,625.00	\$ 70.00	\$ 5,250.00	\$ 90.00	\$ 6,750.00
14	7,475	LBS	D.I. Fittings	\$ 1.25	\$ 9,343.75	\$ 1.00	\$ 7,475.00	\$ 6.75	\$ 50,456.25	\$ 4.00	\$ 29,900.00
15	1	EA	8" PRV and Vault	\$ 30,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 35,000.00	\$ 35,000.00	\$ 37,000.00	\$ 37,000.00
16	7	EA	12" Gate Valve and Box	\$ 2,900.00	\$ 20,300.00	\$ 5,000.00	\$ 35,000.00	\$ 3,500.00	\$ 24,500.00	\$ 2,800.00	\$ 19,600.00
17	1	EA	10" Gate Valve and Box	\$ 2,600.00	\$ 2,600.00	\$ 4,500.00	\$ 4,500.00	\$ 2,850.00	\$ 2,850.00	\$ 2,300.00	\$ 2,300.00
18	2	EA	8" Gate Valve and Box	\$ 1,900.00	\$ 3,800.00	\$ 3,000.00	\$ 6,000.00	\$ 2,250.00	\$ 4,500.00	\$ 1,500.00	\$ 3,000.00
19	2	EA	6" Gate Valve and Box	\$ 1,400.00	\$ 2,800.00	\$ 2,150.00	\$ 4,300.00	\$ 1,700.00	\$ 3,400.00	\$ 1,100.00	\$ 2,200.00
20	4	EA	Fire Hydrant Assembly	\$ 7,000.00	\$ 28,000.00	\$ 7,500.00	\$ 30,000.00	\$ 5,000.00	\$ 20,000.00	\$ 5,600.00	\$ 22,400.00
21	1	EA	2" Combination Air Valve and Box	\$ 3,100.00	\$ 3,100.00	\$ 5,720.00	\$ 5,720.00	\$ 3,500.00	\$ 3,500.00	\$ 3,200.00	\$ 3,200.00
22	2,515	LF	V-Bio Polyethylene Encasement	\$ 2.40	\$ 6,036.00	\$ 1.50	\$ 3,772.50	\$ 4.00	\$ 10,060.00	\$ 5.00	\$ 12,575.00
23	2	EA	Connection to existing 12" Water Line	\$ 7,500.00	\$ 15,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 2,075.00	\$ 4,150.00
24	1	EA	Connection to existing 10" PVC Water Line	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00
25	3	EA	Connection to existing 8" DIP Water Line	\$ 5,200.00	\$ 15,600.00	\$ 2,250.00	\$ 6,750.00	\$ 3,000.00	\$ 9,000.00	\$ 1,900.00	\$ 5,700.00
26	3	EA	Connection to existing 6" PVC Water Line	\$ 5,000.00	\$ 15,000.00	\$ 1,250.00	\$ 3,750.00	\$ 2,500.00	\$ 7,500.00	\$ 1,800.00	\$ 5,400.00
27	8	EA	Cut, Cap and Abandon Existing Water Lines	\$ 950.00	\$ 7,600.00	\$ 2,000.00	\$ 16,000.00	\$ 1,500.00	\$ 12,000.00	\$ 3,400.00	\$ 27,200.00
28	200	SY	Street Replacement Trench Width (Binder)	\$ 115.00	\$ 23,000.00	\$ 138.00	\$ 27,600.00	\$ 165.00	\$ 33,000.00	\$ 121.00	\$ 24,200.00
29	475	SY	Street Replacement Full Width Overlay (Milling & Surface)	\$ 45.00	\$ 21,375.00	\$ 56.00	\$ 26,600.00	\$ 55.00	\$ 26,125.00	\$ 52.00	\$ 24,700.00
30	25	SY	Asphalt Driveway Repair	\$ 30.00	\$ 750.00	\$ 75.00	\$ 1,875.00	\$ 65.00	\$ 1,625.00	\$ 227.00	\$ 5,675.00
31	25	CY	Class "B" Concrete	\$ 300.00	\$ 7,500.00	\$ 235.00	\$ 5,875.00	\$ 200.00	\$ 5,000.00	\$ 275.00	\$ 6,875.00
32	60	LF	2" PEXa Service	\$ 25.00	\$ 1,500.00	\$ 51.00	\$ 3,060.00	\$ 35.00	\$ 2,100.00	\$ 105.00	\$ 6,300.00
33	1,100	LF	1" PEXa Service	\$ 13.00	\$ 14,300.00	\$ 33.00	\$ 36,300.00	\$ 20.00	\$ 22,000.00	\$ 60.00	\$ 66,000.00
34	440	LF	1" PEXa Service (Punch Under Road)	\$ 39.00	\$ 17,160.00	\$ 70.00	\$ 30,800.00	\$ 95.00	\$ 41,800.00	\$ 104.00	\$ 45,760.00
35	18	EA	New Water Meter Box	\$ 1,200.00	\$ 21,600.00	\$ 805.00	\$ 14,490.00	\$ 450.00	\$ 8,100.00	\$ 603.00	\$ 10,854.00
36	18	EA	Connect Existing Private Service Lines to New Meter	\$ 100.00	\$ 1,800.00	\$ 192.00	\$ 3,456.00	\$ 800.00	\$ 14,400.00	\$ 2,650.00	\$ 47,700.00
37	2	EA	Relocate/Reconnect Existing Service @ Deerwood	\$ 2,200.00	\$ 4,400.00	\$ 2,250.00	\$ 4,500.00	\$ 650.00	\$ 1,300.00	\$ 2,550.00	\$ 5,100.00
38	100	TONS	Rip-Rap	\$ 40.00	\$ 4,000.00	\$ 37.00	\$ 3,700.00	\$ 50.00	\$ 5,000.00	\$ 61.00	\$ 6,100.00
39	100	TONS	Crushed Stone as Directed by Owner	\$ 28.00	\$ 2,800.00	\$ 26.50	\$ 2,650.00	\$ 50.00	\$ 5,000.00	\$ 60.00	\$ 6,000.00
40	100	SY	Sodding	\$ 20.00	\$ 2,000.00	\$ 33.00	\$ 3,300.00	\$ 12.00	\$ 1,200.00	\$ 12.00	\$ 1,200.00
41	3,405	LF	Grassing	\$ 7.00	\$ 23,835.00	\$ 11.50	\$ 39,157.50	\$ 4.00	\$ 13,620.00	\$ 6.30	\$ 21,451.50
TOTAL BID AMOUNT				\$	789,454.75	\$	969,271.00	\$	997,611.25	\$	1,114,000.00

**I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RECORD WITH ALL ERRORS AND EXTENSIONS OF UNIT PRICE CORRECTED.**

**BY:** Paolo M. Fonda, P.E.

**DATE:** April 19, 2019



## **Brentwood City Commission Agenda**

**Meeting Date:** 05/13/2019

Resolution 2019-51 - Authorizing an Agreement with Hart Freeland Roberts for Engineering Services Related to Plaza Construction at Maryland Way Park

**Submitted by:** Dave Bunt, Parks & Recreation

**Department:** Parks & Recreation

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### **Information**

#### **Subject**

Resolution 2019-51 - Agreement with HFR for Engineering Services Related to Plaza Construction at Maryland Way Park.

#### **Background**

Funding is provided in the Capital Projects Fund budget for improvements to Maryland Way Park to provide an appropriate pedestrian gateway connection to the Hill Center redevelopment project.

Earlier this year, staff enlisted the services of local engineering firm Hart Freeland Roberts (HFR) to provide the city with preliminary design sketches of potential options to construct a small plaza to make the needed connection. HFR provided the city with three potential options (attached). As you recall these options were discussed with the City Commission at a commission briefing session. In addition, these options were discussed at the March Park Board meeting. Staff has also coordinated with the Hill Center developer on materials selections that will be compatible with those proposed in the development.

In order to fine tune the options and select a final design as well as move forward with full engineering design, staff is recommending moving forward with a full design services agreement with HFR. The services would include design and development of construction plans, preparation of bid documents, and construction oversight. The proposed fee for these services is \$32,200. A cost breakdown of services is included in the attached proposal.

Staff recommends approval of this proposal and agreement with Hart Freeland Roberts. If you have any questions, please contact the Director of Parks, Dave Bunt.

#### **Staff Recommendation**

Staff recommends approval of the agreement with Hart Freeland Roberts, Inc.

**Previous Commission Action**

No previous Commission action on this item.

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**Fiscal Impact**

**Amount :** \$32,200.00

**Source of Funds:** Capital Improvements Program

**Account Number:** 311-44400-3011

**Fiscal Impact:**

A total of \$150,000 is programed in the CIP for design and construction. The preliminary estimated split for design and construction was shown as \$20,000 and \$130,000 respectively. While the design cost is higher than anticipated, it is staff's expectation that the overall project can still be completed within the total \$150,000 budgeted.

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**Attachments**

Resolution 2019-51

COB Contract No. 2019-052

HFR Fee Proposal

HFR Plaza Options

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**RESOLUTION 2019-51**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND HFR DESIGN FOR ENGINEERING SERVICES AT THE MARYLAND WAY PARK PLAZA, 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 HFR Design for engineering services at the Maryland Way Park Plaza, 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

ADOPTED: \_\_\_\_\_

*Approved as to form:*

\_\_\_\_\_  
RECORDER Holly Earls

\_\_\_\_\_  
CITY ATTORNEY Kristen L. Corn

**AGREEMENT FOR PROFESSIONAL SERVICES  
OWNER AGREEMENT**

1. This Agreement is made and entered into this 2nd day of May, 2019, by and between HFR, Inc. dba HFR Design, Inc. ("HFR") and City of Brentwood ("Owner").
2. HFR will provide those professional services to Owner that are set forth in its proposal dated April 4, 2019, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. The provisions of Articles 2.1 through 2.7 in the AIA B141-1997 are incorporated herein to the extent they are consistent with the scope of services set forth in Exhibit A.
3. HFR agrees to provide the services described in Exhibit A for a total fee of \$32,200.00. HFR shall also be reimbursed for the expenses it incurs that are directly related to the project. Invoices will be sent to Owner on the schedule set forth in Exhibit A. If no schedule is contained in Exhibit A, HFR will invoice for its services on a monthly basis. Owner agrees to pay HFR's invoices within thirty (30) days of the invoice date. Any amounts unpaid forty-five (45) after the invoice date shall bear interest at the rate of 1.5% per month.
4. HFR will perform the services covered by this Agreement on the time schedule set forth in Exhibit A. If through no fault of HFR its services have not been completed within said schedule, HFR shall have an extension of time to complete its services and shall have an equitable adjustment in its compensation.
5. The services provided by HFR under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. To the extent the services provided by HFR may be governed by the Americans with Disabilities Act ("ADA"), the Owner acknowledges that the requirements of the ADA are subject to various and possibly contradictory interpretations; therefore, HFR will use its best judgment to interpret applicable ADA requirements but does not guarantee that the Owner's project will comply with all interpretations of the ADA requirements.
6. In the event either party substantially fails to perform its obligations under this Agreement, the other party may terminate this Agreement upon giving seven (7) day written notice by facsimile, overnight mail or hand delivery. This Agreement may also be terminated by HFR in the event the Owner suspends HFR's services or the project for 60 consecutive days. Payment to HFR shall be made for work performed prior to termination. In the event termination is due to the fault of or suspension by Owner, HFR shall also receive its costs for closing down its work and a reasonable profit.
7. No waiver of any provision of this Agreement by a party shall affect its right to enforce said provision or any other provision at a later time. Neither party shall have any liability to the other by reason of any delay or failure to perform an obligation herein if the delay or failure is caused by circumstances reasonably beyond the control of said party.
8. In recognition of the relative risks and benefits of the project to the parties, the risks have been allocated such that Owner agrees, to the fullest extent permitted by law, to limit HFR's liability for Owner's damages to HFR's fee, whichever is larger. This limitation shall apply regardless of the cause of action or legal theory asserted.
9. In the event a dispute arises between the parties, they agree to engage in good faith mediation in an attempt to resolve their differences. If either party takes legal action to enforce the terms of this agreement or to resolve a dispute between them, the prevailing party shall recover the reasonable costs it incurs, including attorney fees and lost productivity of employees, from the other party. This paragraph shall not apply, however, in the event the dispute or legal action involves any third parties.
10. This Agreement is solely for the benefit of HFR and Owner and shall not be interpreted to benefit any third party.
11. Unless specifically provided in Exhibit A, HFR shall have no responsibility for the discovery, removal or disposal of any hazardous materials.
12. Neither party may assign this Agreement to a third party without the written consent of the other party.

# HFR DESIGN

HFR Design, INC.

James H. Gilliam

Full Name (Please Type or Print)  
President

Title (Please Type or Print)

*Jim Gilliam / CG*

Signature  
May 2, 2019

Date

Client

City of Brentwood

Full Name (Please Type or Print)  
Mayor

Title (Please Type or Print)

Signature

Date

# HFR DESIGN

214 Centerview Dr.  
Suite 300  
Brentwood, TN 37027  
615-370-8500  
[hfrdesign.com](http://hfrdesign.com)

April 4, 2019

Mr. Dave Bunt, Director  
Brentwood Parks and Recreation Department  
P. O. Box 788  
Brentwood, TN 37027

**RE: Maryland Way Park  
Design Document Services  
City of Brentwood**

Dear Mr. Bunt:

We are pleased to submit the following proposal for the enhancement of the park entrance from the Hill Center development into the Maryland Way Park. The scope of services will include the following phases:

- Construction Documents
- Bid Documents
- Construction Administration

It will be our intent to base the design work off of current approved Schematic Design documents presented to the City Commission and Park Board. Also, we will be using HB Land landscaping design services and IC Thomasson for the electrical design.

The following represents the cost for our design team to complete this project:

## SUMMARY OF PROPOSAL

Construction Documents .....	\$21,500.00
Bid Phase .....	\$ 2,000.00
Construction Administration Documents .....	\$ 9,000.00
<b>Total Proposed Project Design Cost.....</b>	<b>\$32,200.00</b>

For a detailed breakdown on the project deliverables please see the attached scope of services.

If you have any questions after your review, please feel free to call.

Sincerely,



Jim Gilliam, PE  
President

Pc: Ms. Connie Hipp, HFR

## SCOPE OF WORK

HFR, Inc will provide the construction documents and construction administration for the Maryland Way Park Plaza Entry Project based on the following:

### ***Coordination Phase***

HFR Design will prepare working drawings for purposes of bidding the site improvements associated with the construction and development of the plaza. HFR will coordinate the design with the layout from the Hill Center development. The HFR bid package will include: existing conditions, demolition, site, grading, erosion control, and utilities required for the construction of the proposed plaza including Landscape Architecture and Electrical Plans.

### ***Construction Documents Phase***

- Confirm Utility Availability
- Perform preliminary review of conceptual site sketches
- Site Plan
- Grading Plan
- Erosion Control Plan, Initial and Construction Phase
- Utility Plan to connect to existing infrastructure
- Landscape Plan
- Electrical Plan
- Construction Details
- Construction Specifications.
- Submit Plans for Owner Review and Comment.
- Incorporate Owner Comments.
- Submit plans to City of Brentwood for approval

### ***Bid Phase***

- Prepare advertisement for bids.
- Conduct one Pre-Bid Meeting with Owner and Perspective Bidders.
- Attend Bid Opening.
- Provide Bid Recommendation.

### ***Construction Administration***

- Hold one (1) pre-construction conference with Owner and Contractor.
- Visit site bi-weekly to oversee construction.
- Includes four (4) OAC progress meetings with Observation Reports.
- Review shop drawings/submittals.
- Process contractor pay requests
- Perform substantial completion inspection and provide punch list.
- Visit site to verify completion of punch list.
- Process project closeout documentation.

### ***Exclusions***

- Offsite stormwater of utility infrastructure design
- Stormwater Pollution Prevention Plan (site is less than 1 acre and therefore not required)
- Geotechnical Exploration
- Wetlands Delineation/Mitigation

# HFR DESIGN

214 Centerview Dr.  
Suite 300  
Brentwood, TN 37027  
615-370-8500  
[hfrdesign.com](http://hfrdesign.com)

April 4, 2019

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Brentwood Parks and Recreation Department  
P. O. Box 788  
Brentwood, TN 37027

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- Review shop drawings/submittals.
- Process contractor pay requests
- Perform substantial completion inspection and provide punch list.
- Visit site to verify completion of punch list.
- Process project closeout documentation.

### ***Exclusions***

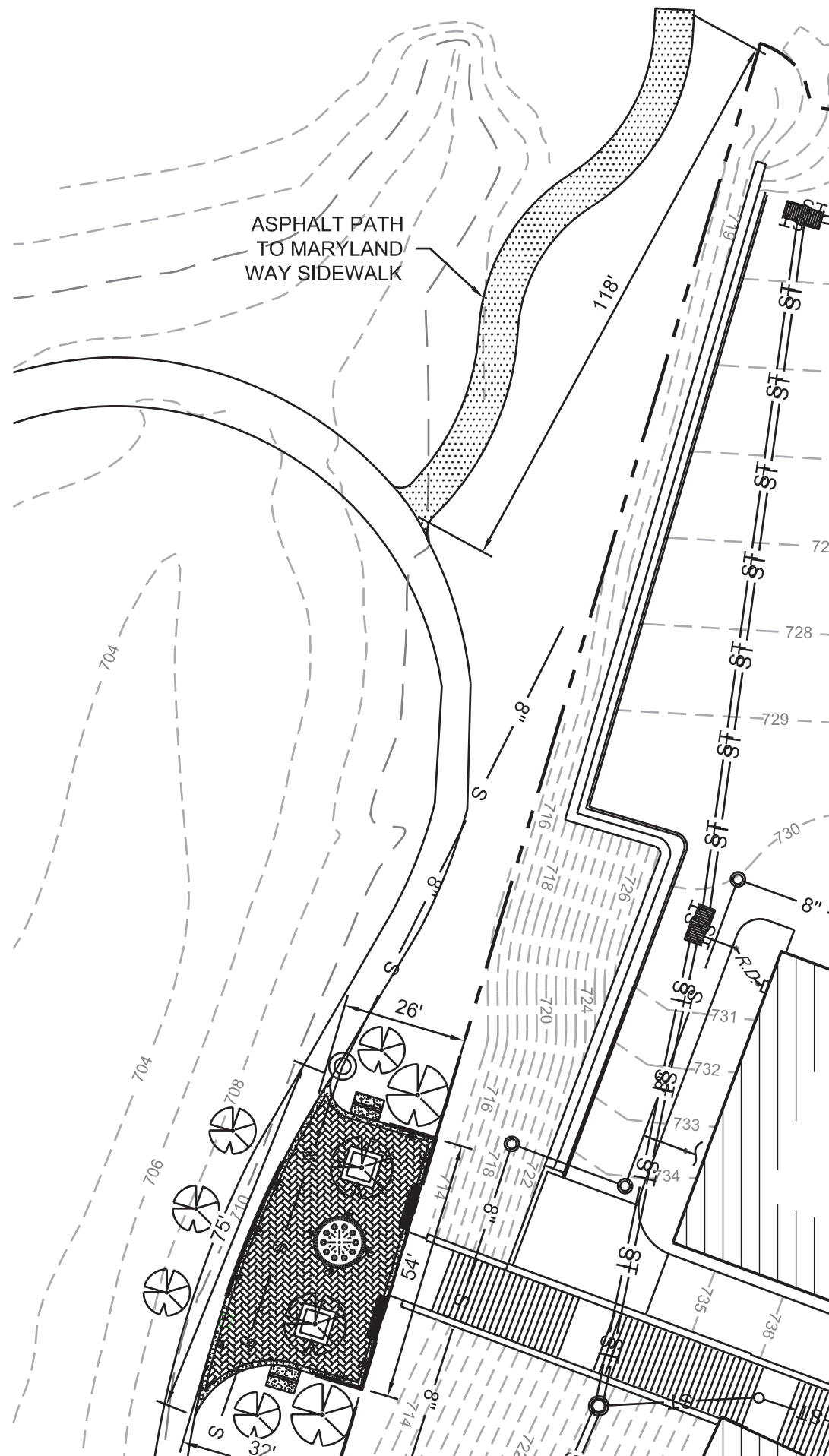
- Offsite stormwater of utility infrastructure design
- Stormwater Pollution Prevention Plan (site is less than 1 acre and therefore not required)
- Geotechnical Exploration
- Wetlands Delineation/Mitigation

This option includes approximately 1700 sf at the bottom of the Hill Center Brentwood steps. The pavement consists of concrete pavers outlined by a concrete ribbon curb. Seat walls are provided at the two corners, the raised circular planter and along the existing asphalt path. These seat walls can be either brick or stone veneered similar to the examples given on sheet 2. Lighting is proposed in the seat walls as seen in the example on sheet 2 as well. Two benches are provided at the bottom of the stair landing. Bike racks are provided at each end of the plaza. Landscaping is provided in the raised circular planter and around the perimeter of the plaza. A proposed asphalt walking trail will connect the existing path with Maryland Way, providing another access point to the park.

The total estimated cost for this project is \$70,000-75,000.













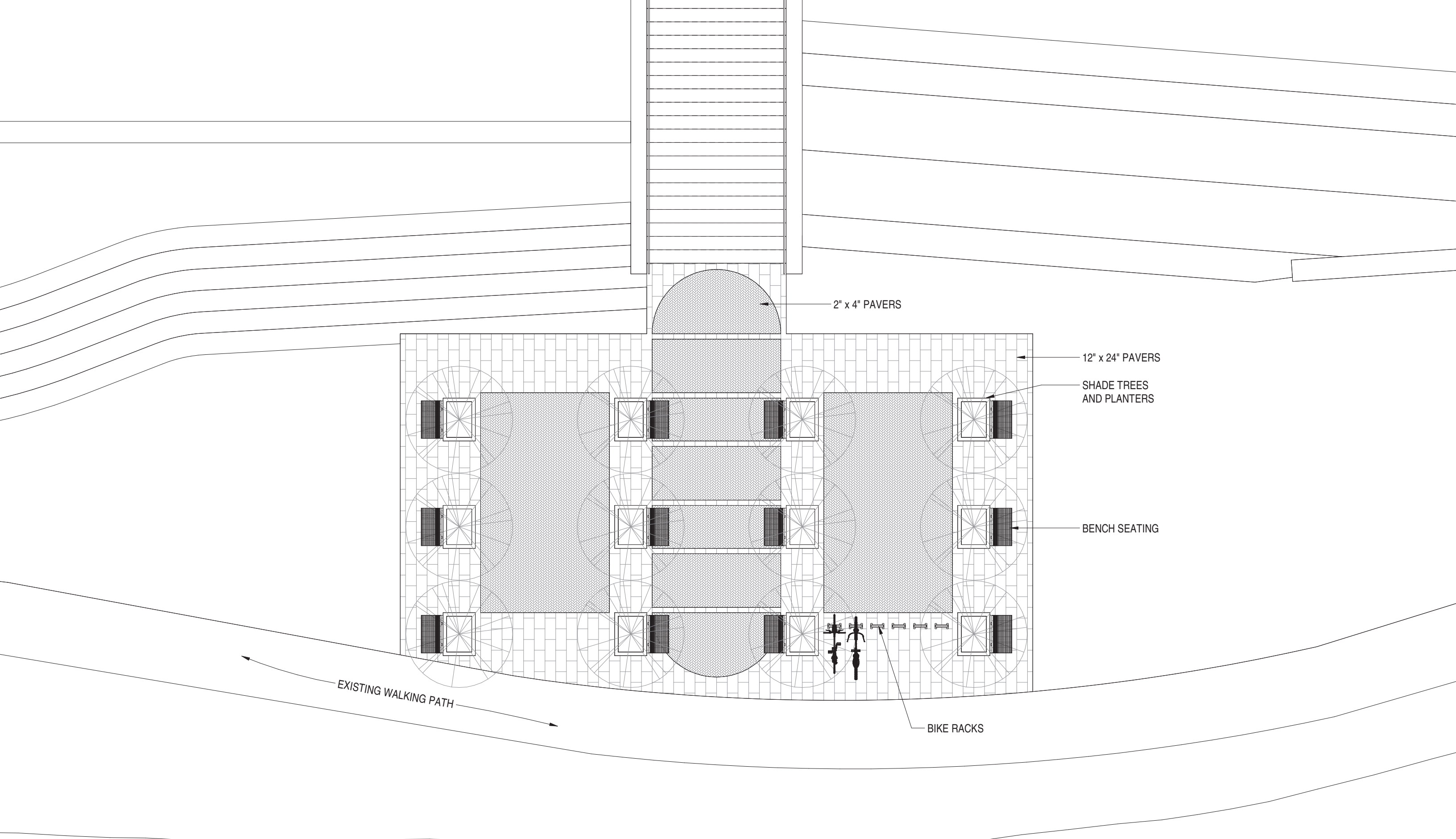




A path of patterned pavers creates a linear connection from the base of the grand stair to the existing walking trail at Maryland Way Park. This connective path is flanked on both sides by two outdoor “rooms” defined by a natural canopy of shade-bearing trees.

By creating both circulatory and “still” spaces, the plaza becomes an inviting entrance to the restaurants and businesses above while also acting as a pleasant retreat to be enjoyed by users of the park and city residents alike.

The total estimated cost for this project is \$55,000-60,000.







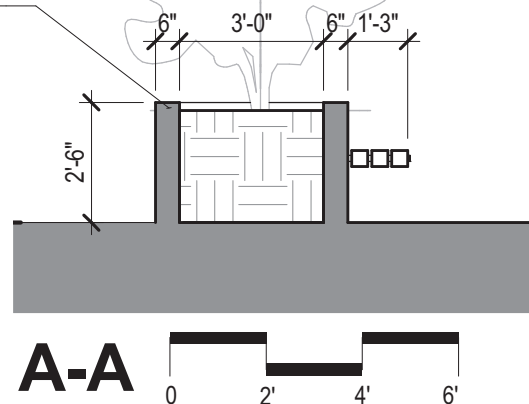




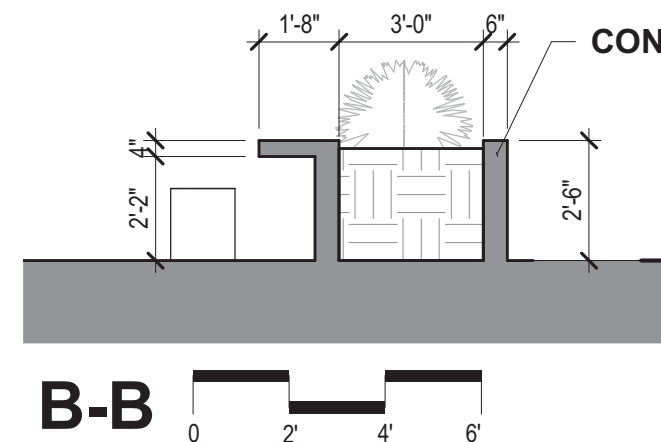
New Plaza located in Maryland Way Park in Brentwood, TN. The Plaza walking surface will be decorative pavers framed with concrete. There will be bike racks located to one side for anyone wishing to bike to work in the office located up the hill. There will be two L-shaped planters in the plaza. One planter will have mid-sized deciduous trees and attached bench. The other planter will have small flowering bushes with one side extended for use as a table for anyone wishing to take their lunch break outside.

The total estimated cost for this project is \$70,000-75,000.

CONCRETE  
PLANTER



CONCRETE PLANTER



SITE PAVERS

PLANTER WITH BUSHES  
AND BAR LEDGE

BIKE RACKS

PLANTER WITH TREES  
AND ATTACHED BENCH

89'-3 1/8"

23'-0"

26'-0 1/2"

5'-2"

4'-0"

24'-0"

23'-0"

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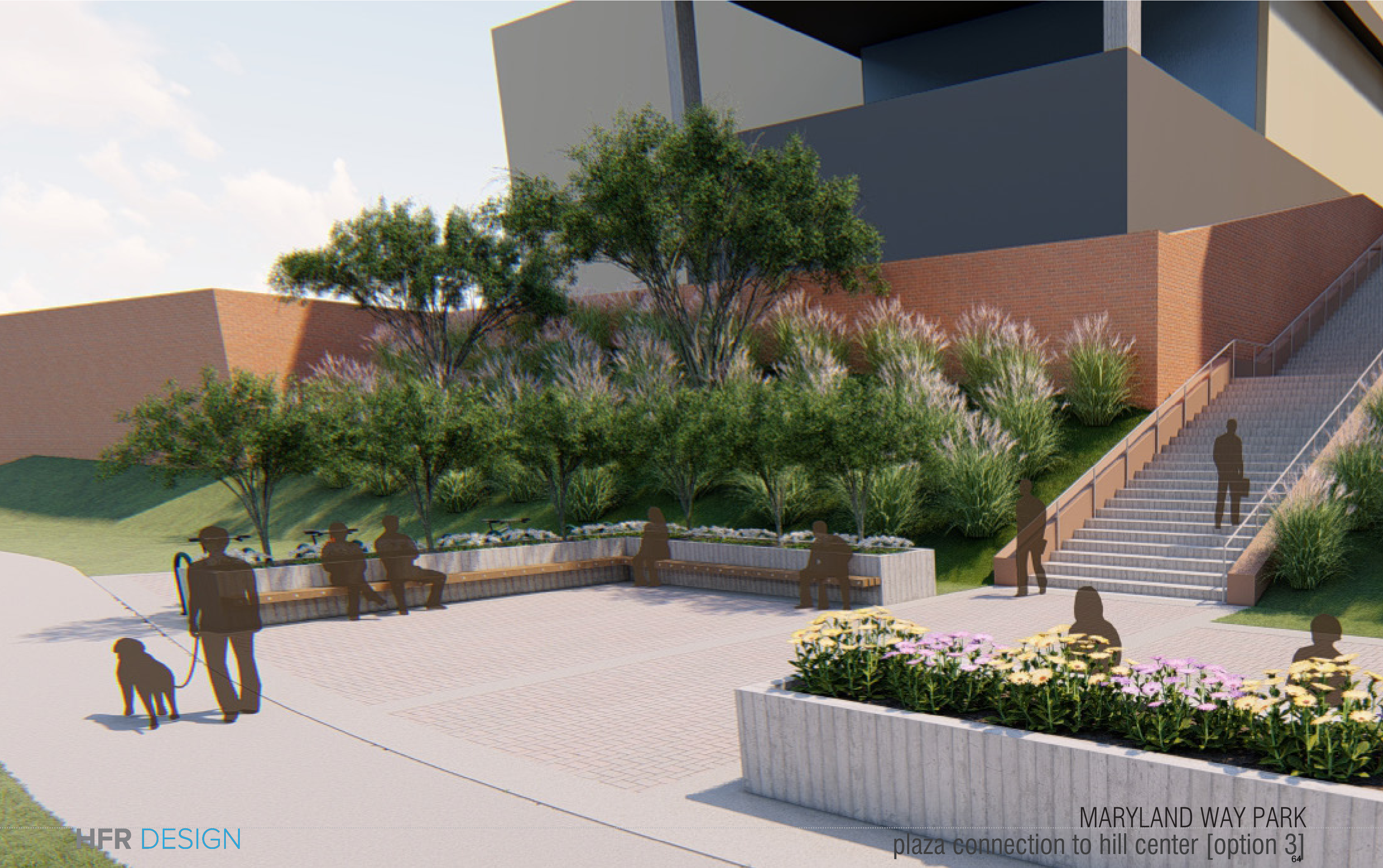
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## **Brentwood City Commission Agenda**

**Meeting Date:** 05/13/2019

Resolution 2019-52 - Agreement with KCS Construction LLC for Boardwalk Replacement at Owl Creek Park

**Submitted by:** Dave Bunt, Parks & Recreation

**Department:** Parks & Recreation

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### **Information**

#### **Subject**

Resolution 2019-52 - Agreement with KCS Construction LLC for Boardwalk Replacement at Owl Creek Park

#### **Background**

The City of Brentwood recently solicited bids to replace the main section of boardwalk at Owl Creek Park (see attached map). This project is scheduled in the current Capital Improvements Program as part of the City's ongoing efforts to maintain its facilities at a very high and safe standard. Note that this boardwalk crosses a federally designated wetland which means the selected contractor cannot bring heavy equipment into the work area to more easily remove the existing boardwalk. Thus, much of the work will have to be done manually.

The City held a mandatory pre-bid meeting on April 18, 2019, with three vendors attending. Staff prepared the bid package to include a base bid using stainless steel hardware, an alternate bid for the city to remove broad walk and contractor to rebuild only ("Alternate 1"), and an alternate bid to replace hardware to galvanized metal ("Alternate 2"). On May 1, the City received two bids with KCS Construction LLC having the lowest of the base bids and alternates. Their base bid price was \$119,883.00. Their Alternate 1 price was \$93,905.00 and their Alternate 2 price was \$107,561.00. It should be noted that their quote is substantially lower than the second bid received. (See attached bid tab.) Staff is recommending acceptance of Alternate 2 with the use of galvanized metal hardware, the same as exists today. Because we are not in a salt water environment, staff does not believe that using stainless steel hardware is necessary.

The Alternate 2 bid of \$107,561.00 is higher than the \$75,000 budgeted for the project. The difference will be offset by other projects that have been under budget within the Facilities Maintenance Fund budget. Staff feels the quoted price is reasonable for the work to be performed when considering the amount of manual labor required for this project.

You may recall that the City entered into a contract with this same company for the replacement of the dugout roofs at Crockett Park. That project is half complete, and staff

is very pleased with the contractor's work thus far.

A copy of the bid tab, recommended bid form, and the contract is attached. If approved, a notice to proceed will be issued on May 14. It is our goal to have the project complete by mid-summer pending weather delays.

Please direct any questions to the Parks Department Director, Dave Bunt.

### **Staff Recommendation**

Staff recommends approval of this contract for alternate #2 bid with KCS Construction LLC for \$107,561.00.

### **Previous Commission Action**

No previous Commission action on this item.

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### **Fiscal Impact**

**Amount :** \$107,561.00

**Source of Funds:** Facilities Maintenance fund

**Account Number:** 312-44400-89600

#### **Fiscal Impact:**

The alternate 2 bid of \$107,561.00 is above the amount budgeted for the project was \$75,000. The difference will be offset by other projects that have been under budget within the Facilities Maintenance Fund budget.

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### **Attachments**

Resolution 2019-52

COB Contract No. 2019-056

KCS Bid Form

Bid tab

Map

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**RESOLUTION 2019-52**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND KCS CONSTRUCTION, LLC FOR OWL CREEK PARK BOARDWALK REPLACEMENT, 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 KCS Construction, LLC for Owl Creek Park Boardwalk replacement, 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

ADOPTED: \_\_\_\_\_

*Approved as to form:*

\_\_\_\_\_  
RECORDER Holly Earls

\_\_\_\_\_  
CITY ATTORNEY Kristen L. Corn

## Contract for Owl Creek Park Boardwalk Replacement

COB Contract No. 2019-056

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Brentwood, TN, a municipal corporation, hereinafter called the "City" and KCS CONSTRUCTION LLC, herein after called the "Contractor".

### **W i t n e s s e t h**

In consideration of the mutual promises of the parties hereto, they do agree as follows:

#### Article 1- Scope of This Contract

The Contractor shall be responsible for all work to be done, including all labor, materials, supplies, tools, plant and equipment necessary to perform all work and services required for providing *resurfacing* as provided in Contractor's submittal (attached as Exhibit A and incorporated as if set forth fully herein), and in strict accordance with the terms and provisions of this Contract and the specifications included as part of the "contract for Owl Creek Park Boardwalk Replacement" submitted May 1, 2019.

In performance of this Contract, the Contractor binds itself to the City to comply fully with all provisions, undertakings and obligations hereinafter set forth.

#### Article 2 - Changes

- A. The City may, by written order, make changes in the specifications of this Contract with the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified immediately of such conditions before proceeding further. The City shall thereupon promptly investigate the conditions and if it finds that they do materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.
- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

#### Article 3-Inspections

All materials, workmanship, and services shall be subject to inspections, examinations, tests and approval by the City at any and all times during the performance of this Contract. The City shall have the right to reject materials and/or workmanship and require replacement or correction. Rejected materials or workmanship shall be satisfactorily corrected without charge therefor. If the Contractor fails to proceed at once with the replacement of materials or such corrective work, then the Contractor shall be liable for all direct cost occasioned in the performance thereof.



#### *Article 4-Site Investigation*

The Contractor represents that it has visited the site(s) and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters which can in any way affect the work under this Contract.

#### *Article 5-Delays, Damages*

If the Contractor refuses or fails to execute the work according to the specified frequencies, as such frequencies may be modified at the City's instruction, the City may terminate the Contractor's right to proceed. In such event, the City may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor shall be liable to the City for any excess costs occasioned thereby. If the Contractor's right to proceed is so terminated, the City may take possession and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefor.

#### *Article 6-Payment*

As consideration for performing all work and services set forth in this Contract, the City agrees to pay the Contractor when work is complete in accordance with the prices set forth in the Attachment(s) to the bid form as submitted by Contractor and accepted by the City, subject to adjustments provided for herein. Payment will be made within fifteen (15) days after the submission of the invoice therefor, subject to the additional requirements of *Article 7* regarding *Final Payment*.

#### *Article 7-Final Payment*

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all employees and other laborers and subcontractors working for the Contractor pursuant to the Contract have been fully paid. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

#### *Article 8-Indemnification by Contractor*

The Contractor hereby agrees to protect, indemnify and save harmless the City from and against any and all loss, expense, damages, charges and costs (including court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor or any subcontractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for the Contract, except such injury, destruction or death as may be caused by the negligence or fault of the City.

#### *Article 9-Rate of Progress*

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools and equipment, and shall work such hours, including overtime,

and/or holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor materials, supplies, tools and equipment, and/or work additional hours, including overtime, and/or holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

*Article 10-Compliance with All Laws, Ordinances, Statutes, and Regulations*

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes and regulations.

*Article 11-Insurance*

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Worker's Compensation and Property Damage Insurance.

Each policy shall contain a requirement that, in the event of change or cancellation, thirty (30) days prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligations:

*Policies providing the following minimum insurance coverage shall be maintained:*

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence

The Contractor may purchase, at its own expense, such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies.

*Article 12-Permits and Licenses*

The Contractor shall obtain, at the Contractor's expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

*Article 13-Subcontracting as Assignment*

- A. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
- B. The Contractor shall not award, assign, transfer or pledge any work to any Subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the City may require.

- C. The Contractor shall be fully responsible to the City for the acts and omissions of Subcontractors, and of persons either directly or indirectly employed by said Subcontractor, as the Contractor is for the acts and omissions of persons directly or indirectly employed by the Contractor.
- D. The Contractor shall make a condition of all Subcontracts and/or cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors insofar as applicable to the work of Subcontractor and to give the Contractor the same power as regards termination of any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents
- E. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

#### *Article 14-Superintendence by the Contractor*

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act for it.

#### *Article 15-Termination of Contract for Cause*

If, though any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specify the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

#### *Article 16-Antidiscrimination*

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person seeking employment with or by the Contractor because of race, creed, color or national origin.

#### *Article 17-Personnel*

The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

Article 18-Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligation incurred in connection herewith, and any other matters covered by this Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of this day and year first above written, the City of Brentwood, Tennessee, by its Mayor, by authority duly given.

**CITY OF BRENTWOOD, TENNESSE**

**KCS CONSTRUCTION LLC**

By: \_\_\_\_\_  
Jill Burgin, Mayor

By: \_\_\_\_\_  
Authorized Officer Signature

Attest: \_\_\_\_\_  
Holly Earls, Recorder

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form and Legality:

By: \_\_\_\_\_  
Kristen Corn, City Attorney

## Attachment A - Bid Form

Submitted 4-30, 2019

To: Dave Bunt, Director  
Brentwood Parks and Recreation Department  
P.O. Box 788  
Brentwood, Tennessee 37024-0788

RE: Owl Creek Park Boardwalk Replacement  
City of Brentwood, Tennessee

Director:

The undersigned, as Bidder, hereby declares that this Bid is made without any expressed or implied connection (financial or otherwise) with any other person or company or parties making bid on the above named Project; and that this Bid is, in all respects, fair and submitted in good faith without collusion or fraud.

*The undersigned as Bidder or Bidder's authorized representative acknowledges by his signature that he has visited and examined the site(s) of the proposed work and has received and examined the documents for the completion of the above mentioned Project, and has fully considered their provisions in his bid. The Bidder further acknowledges that he has received the following Addenda:*

Addendum No. #1 - Email message Date: 4-24-19

In submitting this Bid, the Bidder agrees:

1. To hold open and honor the Bid until Contract begins.
2. To enter into and execute a Contract, if awarded, on the basis of this Bid, and to furnish the required bonds and certificates (proof of insurance).
3. To perform in full and complete accord with the shown, noted, described and reasonably intended requirements of the specifications and the Contract Documents and to supply all labor, materials, transportation and appliances to complete the work to the full and entire satisfaction of the City of Brentwood for the amounts listed.
4. To begin the work upon notification of the acceptance of the Bid and to time all work procedures in accordance with the Specifications and Contract Documents.

## BASE BID

The Bidder agrees to perform the work in the Base Bid for Demolition and rebuild for this project for the price of (amount shown in both words and figures):

One hundred Nineteen thousand Eight hundred  
Eighty Three dollars and Zero Cents  
 (\$ 119,883.00 ) Dollars

## ALTERNATIVE 1

The Bidder agrees to perform the work requested by the City for the build only portion of this project (no demolition) for the price of amount shown in both words and figures):

Ninety Three thousand Nine hundred Nine dollars  
and Zero Cents  
 (\$ 93,905.00 ) Dollars

## ALTERNATIVE 2

The Bidder agrees to perform the work in the Base Bid for demolition and rebuild for this project with the used of hot galvanized hardware and bronze exterior style screw with a corrosion resistant coating for the price of (amount shown in both words and figures):

One hundred Seven thousand Five hundred Sixty one  
dollars and Zero cents  
 (\$ 107,561.00 ) Dollars

The Bidder or Bidder's authorized representative acknowledges that it has read, understood, and has included executed copies with its submittal the following forms:

☒ Attachment B – Iran Divestment Certification Form

☒ Attachment C – Affidavit of Non-Collusion

The Bidder or Bidder's authorized representative acknowledges by the signature below that the Bidder agrees to the requirements contained in the Contract Documents and Specifications, and, that should the City award the Contract to the Bidder, the City may rightfully collect the sum of the bid bond in the event the Bidder fails to execute a Contract with the Owner, or fails to commence performance as directed by the City, or fails to provide a certificate of insurance as required by the Contract.

The required Bid Security in the amount of Five (5%) Percent of the total of the Base Bid accompanies this bid.

Please Print:

Name of Firm/Company: KCS Construction, LLC

Address: PO Box 1939 Columbia TN 38402

Signed by: Wade Kincaid Date: 4/30/19

(Print Name)

Signature: [Signature] Date: 4/30/19

Note: If a corporation, Bid must be signed by a person authorized by the corporation by-laws to bind it to a contract.

City of Brentwood • Parks & Rec. Dept. • 1750 Gen. George Patton Dr. • Brentwood, TN 37027

ATTACHMENT B**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 to be posted on the website of the State of Tennessee. 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

Date




Printed Name

Title




Name of Firm/Company



## ATTACHMENT C

**Affidavit of Non-Collusion a form required of Bidders and Proposers on purchases of supplies,  
materials, equipment and services for the City of Brentwood, Tennessee**

State of Tennessee )  
 ) SS

County of Maury )

Affiant, Wade Kincaid, deposes and makes oath that:

(printed name of person signing Affidavit)

1. He or she is the Member of KCS (Owner or Authorized Partner, Officer, Representative or Agent of Owner) KCS Construction LLC (legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer 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 official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Wade Kincaid

(signature of Affiant)

Member

(title of Affiant)

Sworn and subscribed to before me this 30th day of April, 20 19

My Commission Expires: 11/28/19



Brentwood, TN Parks & Rec. Dept. • 1750 Gen. George Patton Dr. • Brentwood, TN 37027



## BID TABULATION – CITY OF BRENTWOOD

### Owl Creek Park Boardwalk Replacement

Wednesday, May 1, 2019 10:00 a.m.

BIDDER	BASE BID	NOTES
KCS Construction, LLC*	\$119,883	Alternate 1 - \$93,905 Alternate 2 - \$107,561
Stoneworks Construction, LLC	\$228,500	Alternate 1 - \$190,000 Alternate 2 - \$228,500

\*Apparent Low Bid

cc: Kirk Bednar  
Jay Evans  
Richard Parker  
Dave Bunt  
Holly Earls (files)







**Brentwood City Commission Agenda**

**Meeting Date:** 05/13/2019

Resolution 2019-53 - Agreement with S & W for Signalization of the Intersection of Fountainhead Drive/Franklin Road

**Submitted by:** Mike Harris, Engineering

**Department:** Engineering

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**Information**

**Subject**

Resolution 2019-53 - Agreement with S & W for Signalization of the Intersection of Fountainhead Drive/Franklin Road

**Background**

In 2018, the City approved a rezoning request for the Oman tract, which is located on the east side of Franklin Road directly opposite the entrance to the Fountainhead subdivision. During consideration of this rezoning request, there was much discussion concerning the need for a traffic signal at the intersection of Franklin Road and Fountainhead Drive, which would become a four-way intersection with completion of the proposed development of the Oman tract (see attached Oman layout). Since the traffic generated by the new development would have minimal impact on a traffic signal justification study, the City decided to conduct a traffic study independent of the new development and contracted with Neel-Schaffer, Inc. for the study. The final report recommended a signal at this intersection.

Since Franklin Road is a state route, staff submitted the Neel-Schaffer final report to TDOT for their concurrence. Staff then contracted with Sullivan Engineering, Inc. (SEI) for the design and preparation of bid documents for the traffic signal. Those plans were recently completed and the design package was advertised publicly for competitive bids. A mandatory pre-bid meeting was held on April 10, 2019, and bids were publicly opened on April 24, 2019. Five potential bidders attended the pre-bid meeting and there were three bids received with S & W Contracting Co., Inc. (S & W) being the apparent low bidder with a bid of \$374,093.75 including a \$25,000 contingency.

S & W is familiar with this intersection as well as Brentwood's requirements and has successfully completed several other traffic signal projects for Brentwood. Staff is comfortable that S & W has the resources and expertise to successfully complete this project. A copy of the engineer's recommendation and bid tabulation is attached, along with S & W's bid as well as the proposed agreement.

If approved, due to the long lead time on delivery of signal poles, the signal is not

expected to be in operation until sometime in early 2020. An official contractual completion date will be established based on the pole delivery date shown on the purchase order once the pole order is placed by the contractor following award of the contract. In addition to the signal, this project also includes installation of street lighting, provisions for future pedestrian crossings, as well as milling of the intersection to remove existing markings, re-paving and re-striping.

Funding for this project is included in the Capital Projects Fund, with the Oman property developer providing \$75,000 in funding toward the signal installation. To further reduce the overall cost to the City, staff is considering removing the paving and striping work and performing those items under our annual paving contract. Given the favorable unit prices in that agreement, we could save up to \$18,000. If a decision is made to pursue that option once this contract is approved, a subsequent change order will be issued and that scope of work will be eliminated from this contract.

Please direct any questions to the Engineering Director, Mike Harris.

### **Staff Recommendation**

Staff recommends approval of the agreement with S & W, Inc.

### **Previous Commission Action**

The City Commission approved a contract with Sullivan Engineering, Inc. (SEI) for preparation of design and bid documents for the signal at their November 11, 2018 meeting via resolution 2018-90.

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### **Fiscal Impact**

**Amount :** \$374,093.75

**Source of Funds:** Capital Projects Fund

**Account Number:** 311-43100-1007

#### **Fiscal Impact:**

Funding for this project is included in the Capital Projects Fund. The total bid of \$374,093.75 includes a \$25,000 contingency that will only be utilized if necessary and all expenditures of contingency must be authorized by staff. The developer of the Oman property also contributed \$75,000 toward the installation of the signal.

The proposed FY 2020 budget for the Capital Projects Fund includes \$325,000 for this project, inclusive of the developer contribution. While the bid amount is over the proposed budgeted amount, staff believes the project will come in under the bid amount due to the built in contingency, the potential pavings savings, and other line items that may not be needed. Since most of this work will occur in mid-FY 2020, staff will monitor the progress of the project and address any budget overages as needed via savings on other projects in the Capital Projects Fund or a FY 2020 year-end budget amendment, if necessary.

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**Attachments**

Resolution 2019-53

Contract No. 2019-057

Engineer Recommendation Letter

S & W Bid

Performance Bond

Oman Tract Proposed Layout

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**RESOLUTION 2019-53**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND S & W CONTRACTING CO., INC FOR SIGNALIZATION OF THE INTERSECTION OF FOUNTAINHEAD DRIVE AND FRANKLIN ROAD, 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 S & W Contracting Co., Inc. for signalization of the intersection of Fountainhead Drive and Franklin Road, 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

ADOPTED: \_\_\_\_\_

*Approved as to form:*

\_\_\_\_\_  
RECORDER

\_\_\_\_\_  
Holly Earls

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
Kristen L. Corn



**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

And

**SULLIVAN ENGINEERING, INC.**

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

---

AMERICAN CONSULTING ENGINEERS COUNCIL

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AMERICAN SOCIETY OF CIVIL ENGINEERS

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The suggested language for instructions of bidders contained in the Guide to the Preparation of Instructions to Bidders (No. 1910-12, 1996 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). See also Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition).

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2715

American Consulting Engineers Council  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

**EJCDC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between **The City of Brentwood** (hereinafter called OWNER) and **S & W Contracting Co., Inc** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, 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:

- (1) The complete grading, drainage, milling, and asphalt paving of Franklin Road (SR-6) and Fountainhead Drive to limits shown on the construction documents.
- (2) All permanent roadway signage, thermoplastic pavement specialty markings, and enhanced flat line pavement lane markings, to the limits shown on the construction documents.
- (3) The complete installation of all construction traffic and temporary erosion control measures as indicated on the construction documents.
- (4) The complete construction of all permanent signalization and roadway lighting items as indicated on the construction documents.
- (5) The installation of all topsoil, sod, seed, and all incidentals necessary for completion of this project.
- (6) The complete construction all items necessary to provide a power source to the signal and lighting system, inclusive of coordination with NES
- (7) Coordination and scheduling of all utility relocations required to complete the project.
- (8) Cost of this work shall be based on a Unit Price Bid.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Date:** April 24, 2019

**Description (Name and Location):**

Intersection Improvements, Franklin Road (SR-6) and Fountainhead Drive  
Project Length: 600+/- L.F.  
SEI Project #18-007

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.

who is hereinafter called ENGINEER and who is 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 *Dates for Substantial Completion and Final Payment*

A. Bidder agrees that the Work will be substantially complete on or before Two Weeks after the signal pole manufacturer's delivery date as noted on the suppliers purchase order. Within two (2) weeks after issuance of a "Notice to Proceed," the contractor shall order the signal pole with mast arms and deliver a copy of the suppliers dated purchase order confirmation, which shall include the manufacturers scheduled delivery date of the pole and mast arms. The project shall be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before four (4) weeks of the signal pole/mast arm manufacturers scheduled delivery date.

#### 4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. The contractor understands that any penalty, fine, enforcement or other type of monetary judgment levied on any and all firms, agencies or individuals while under contract with the City of Brentwood is the responsibility of the contractor and will not be paid or reimbursed by the City of Brentwood.

### ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a Lump Sum of:

Not Applicable (\$ \_\_\_\_\_)  
(use words) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

**UNIT PRICE WORK**  
**(Contractor's Bid)**

ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL EST QTY.	UNIT PRICE	TOTAL PRICE
29	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$16,000.00	\$16,000.00
	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	5	\$70.00	\$350.00
5	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	76	\$70.00	\$5,320.00
	403-02.01	TRACKLESS TACK COAT (TC)	TON	2	\$1,725.00	\$3,450.00
	411-03.12	ACS MIX (PG64-22) THIN LIFT D ASPHALT	TON	177	\$168.00	\$29,736.00
24	415-01.02	COLD PLANING BITUMINOUS DEPTH	S.Y.	4051	\$5.00	\$20,255.00
	712-01	TRAFFIC CONTROL	LS	1	\$8,000.00	\$8,000.00
	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	50	\$46.00	\$2,300.00
	712-06	SIGNS (CONSTRUCTION)	S.F.	286	\$11.00	\$3,146.00
1	712-08.01	UNIFORMED POLICE OFFICER	HOURL	40	\$66.00	\$2,640.00
	712-08.03	ARROW BOARD (TYPE C)	EACH	1	\$1,000.00	\$1,000.00
	713-14.22	STREET NAME SIGN (SUSPENDED 0.100IN THICK)	S.F.	42	\$36.00	\$1,512.00
2	713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$300.00	\$300.00
3	713-16.20	SIGNS (R10-12)	EACH	2	\$350.00	\$700.00
22	714-01.36	ROADWAY LIGHTING	LS	1	\$1,500.00	\$1,500.00
26	714-06.08	CABLE (STREET LIGHT POWER)	LF	595	\$3.00	\$1,785.00
20	714-08.09	LIGHT STANDARDS (LUMINAIRE ARM)	EACH	2	\$3,620.00	\$7,240.00
25	714-09.09	LUMINAIRES (L.E.D. STREET LAMP)	EACH	2	\$2,200.00	\$4,400.00
	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	150	\$22.00	\$3,300.00
	716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	2	\$220.00	\$440.00
31	716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	150	\$11.00	\$1,650.00
31	716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EACH	2	\$110.00	\$220.00

ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL EST QTY.	UNIT PRICE	TOTAL PRICE
31	716-05.20	PAINTED PAVEMENT MARKING (6" LINE)	L.M.	0.23	\$2,500.00	\$575.00
4	716-12.02	ENHANCED FLATLINE THERMO PVT MRKNG (6IN LINE)	L.M.	0.23	\$9,000.00	\$2,070.00
21	716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	105	\$5.00	\$525.00
	717-01	MOBILIZATION	LS	1	\$12,000.00	\$12,000.00
9	725-02.41	FIBER OPTIC TERMINATION SPLICE UNIT	EACH	1	\$1,500.00	\$1,500.00
27	725-03.01	CLOSED CIRCUIT TELEVISION (CCTV) EQUIPMENT	EACH	1	\$10,260.00	\$10,260.00
6	725-03.09	ETHERNET SWITCH	EACH	1	\$3,640.00	\$3,640.00
	725-05.06	FUSION SPLICE	EACH	4	\$60.00	\$240.00
	725-05.07	FIBER OPTIC TRANSCEIVER (SM)	EACH	1	\$3,860.00	\$3,860.00
8	725-23.21	FIBER OPTIC DROP CABLE (12F)	L.F.	185	\$3.00	\$555.00
	730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	8	\$768.00	\$6,144.00
	730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	2	\$1,164.00	\$2,328.00
23	730-03.12	AERIAL SPLICE ENCLOSURE	EACH	1	\$750.00	\$750.00
	730-03.21	INSTALL PULL BOX (TYPE B)	EACH	8	\$500.00	\$4,000.00
	730-03.23	INSTALL PULL BOX (FIBER OPTIC-TYPE A)	EACH	2	\$1,200.00	\$2,400.00
11	730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$3,500.00	\$3,500.00
	730-05.02	SERVICE CABLE (2 CONDUCTOR, # 8 AWG)	L.F.	150	\$3.00	\$450.00
	730-08.01	SIGNAL CABLE - 3 CONDUCTOR	L.F.	530	\$1.25	\$662.50
	730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	650	\$1.50	\$975.00
	730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	915	\$1.75	\$1,601.25
	730-08.10	SIGNAL CABLE - (VIDEO DETECTION)	L.F.	760	\$3.00	\$2,280.00
12	730-11.10	RISER ASSEMBLY (2" SCH 80 PVC)	EACH	1	\$350.00	\$350.00
	730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	140	\$8.00	\$1,120.00
	730-12.03	CONDUIT 3" DIAMETER (PVC)	L.F.	20	\$12.00	\$240.00
13	730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	L.F.	1215	\$20.00	\$24,300.00
11	730-12.16	CONDUIT (2" SCH 80 PVC PWR SERVICE)	L.F.	50	\$12.00	\$600.00
11	730-12.17	CONDUIT (2" SCH 80 PVC PWR SERVICE-BORED)	L.F.	90	\$24.00	\$2,160.00
14	730-13.02	VEHICLE DETECTOR (VIDEO)	EACH	1	\$33,640.00	\$33,640.00
15	730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	\$14,245.00	\$14,245.00
15	730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1	\$4,057.00	\$4,057.00
28	730-23.30	PEDESTAL POLE (8 FT)	EACH	2	\$1,500.00	\$3,000.00
16	730-23.80	CANTILEVER SIGNAL SUPPORT (1 ARM @ 40')	EACH	2	\$15,790.00	\$31,580.00



ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL EST QTY.	UNIT PRICE	TOTAL PRICE
16	730-23.88	CANTILEVER SIGNAL SUPPORT (1 ARM @ 45')	EACH	1	\$17,509.00	\$17,509.00
17	730-23.96	CANTILEVER SIGNAL SUPPORT (1 ARM@ 65')	EACH	1	\$17,845.00	\$17,845.00
28	730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	EACH	2	\$624.00	\$1,248.00
28	730-26.09	PEDESTRIAN PUSHBUTTON WITH 15IN SIGN	EACH	2	\$393.00	\$786.00
7	730-35.06	BATTERY BACK-UP AND POWER CONDITIONER	EACH	1	\$10,156.00	\$10,156.00
18,30	740-11.02	TEMPORARY SEDIMENT TUBE 12IN	L.F.	215	\$18.00	\$3,870.00
33	801-01	SEEDING (WITH MULCH)	UNIT	6	\$150.00	\$900.00
19,32	803-01	SODDING (NEW SOD)	S.Y.	456	\$13.00	\$5,928.00
SUB-TOTAL PROJECT						<b>\$349,093.75</b>
CONTINGENCY ALLOWANCE						<b>\$25,000.00</b>
ESTIMATED PROJECT TOTAL						<b>\$374,093.75</b>

**Total of All Unit Prices:**

**Three hundred Seventy Four Thousand Ninety Three Dollars and 75/100**

(Words Dollars)

**\$374,093.75**

(Dollars)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

C. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

**Not Applicable**

## **ARTICLE 6 - PAYMENT PROCEDURES**

### **6.01 Submittal and Processing of Payments**

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. 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 25<sup>th</sup> day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of 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 in the General Requirements:

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 ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 95% of Work completed (with the balance being retainage). If the Work has been 95% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 0% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### **6.03 Final Payment**

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## **ARTICLE 7 - INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the current rate of the bank in which the funds are deposited.

## **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site 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 federal, state, and local 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 contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any 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 Documents.

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 correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. 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.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 - CONTRACT DOCUMENTS**

### **9.01 *Contents***

A. The Contract Documents consist of the following:

1. This Agreement (pages -1- to -11-, inclusive).
2. Performance Bond (pages -1- to -2-, inclusive).
3. Payment Bond (pages -1- to -2-, inclusive).
4. Bid Bonds
  - a. Penal Sum Form (pages -1- to -3-, inclusive);
5. Drug Free – Workplace (pages -1- to -3-, inclusive).

6. General Conditions (pages -1- to -43-, inclusive).
7. Supplementary Conditions (pages -1- to -5-, inclusive).
8. Specifications as listed in the table of contents of the Project Manual.
9. Drawings consisting of a cover sheet and plan sheets numbered 1, 1A, 2, 3, 3A, 4, 5, 6, and 6A inclusive, with each sheet bearing the following general title: Intersection Improvements, Franklin Road at Fountainhead Drive.
10. Addenda (numbers -1- to -2-, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed (pages -1- to -1 -, inclusive);
  - b. CONTRACTOR's Bid (pages -1- to -24-, inclusive);
    1. Documentation submitted by CONTRACTOR prior to Notice of Award:
  - d. Certificate of Insurance.
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Written Amendments;
  - b. Work Change Directives;
  - c. Change Order(s).

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 paragraph 3.05 of the General Conditions.

## **ARTICLE 10 - ACCOUNTING RECORDS**

10.01 CONTRACTOR shall check all materials, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to OWNER. OWNER shall be afforded access to all CONTRACTOR's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and CONTRACTOR's fee. CONTRACTOR shall preserve all such documents for a period of three years after the final payment by OWNER.

## **ARTICLE 11 - MISCELLANEOUS**

#### 11.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

#### 11.02 *Assignment of Contract*

A. 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, moneys that may become due and moneys that are 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.

#### 11.03 *Successors and Assigns*

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

#### 11.04 *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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the Effective Date of the Agreement).



OWNER:

\_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(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 OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

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

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_



**SULLIVAN ENGINEERING, INC.**

317 MAIN STREET, SUITE 201

FRANKLIN, TN. 37064

(615) 642-5822

**April 25, 2019**

Mr. Todd Hoppenstedt, Brentwood Public Works Director  
City of Brentwood  
P.O. Box 788  
Brentwood, TN 37024-0788

**Contract:** General Construction

**Project:** Intersection Improvements – Franklin Road and Fountainhead Drive

OWNER's Contract No. N/A

**ENGINEER's Contract No.**

**18-007**

Dear Jeff,

On Wednesday April 24, 2019 at 2:00 P.M., bids were received and read allowed in the City Commissioner Chambers for Intersection Improvements at Franklin Road (SR-6)/Fountainhead Drive. Prior to opening the bids six (6) contractors had obtained construction documents for bidding this work. Three (3) contractors returned their bid package, all of which have been reviewed for errors, omissions or irregularities in accordance with the contract documents. Bids received are as follows:

NAME	BONDING COMPANY	BID
Jarrett Builders, Inc.	Westfield Insurance Company	\$440,000.00
Jones Brothers Contractors, LLC	-----	No Bid
Rogers Group, Inc.	-----	No Bid
Sessions Paving Co.	-----	No Bid
Stansell Electric Company, Inc.	Fidelity and Deposit Company of Maryland	\$399,544.40
S & W Contracting Co., Inc.	The Cincinnati Insurance Company	\$374,093.75



S & W Contracting, Co., Inc. is low bidder having met all bidding requirements. Mr. Scott Williamson, S & W Contracting, Co., Inc. will be overseeing construction of the Franklin Road (SR-6)/Fountainhead Drive intersection improvements. I have contacted Scott about performance of this contract concerning the current workload of S & W Contracting, Co., Inc. Scott, has assured me that S & W Contracting, Co., Inc. will make available the necessary work force, and equipment to meet the schedule set forth in the construction documents. Having reviewed S & W Contracting, Co., Inc. bid package it appears they have meet all requirements stated in the "Instruction to Bidders"; therefore, SEI considers their bid as acceptable for this project and recommend' s the project be awarded to S & W Contracting, Co., Inc. A copy of the Bid Tabulation and Construction Contract are attached for your review.

Upon approval by the City Commissioners and Mayor, our staff will issue a package to S & W Contracting, Co., Inc. This packet will include the contract, Performance Bond, Payment Bond, and insurance requirements, to be executed, signed and returned to the City. Execution of the aforementioned packet typically takes between three to five working days. After all paper work is received and approved by the City a pre-construction meeting and "Notice to Proceed" will be issued to S & W Contracting, Co., Inc.

As always, it has been a pleasure to serve the City of Brentwood, and please call if you have any questions.

Sincerely,

**Sullivan Engineering Incorporated**

*Paul Collins*

Paul Collins

Enclosures

CC:

Mr. Mr. Kirk Bednar, Brentwood City Manager

Mr. Karen Harper, Brentwood City Treasurer

Mr. Jeff Donegan, City of Brentwood

Mr. Mitch Arnold, S & W Contracting, Co., Inc.

S&W CONTRACTING COMPANY, INC.  
ELECTRICAL CONTRACTORS  
TRAFFIC DIVISION  
952 NEW SALEM ROAD  
MURFREESBORO, TN 37129



HAVE A GREAT DAY!!

"BID"

**S&W Contracting Co., Inc.**  
**Electrical Contractors Traffic Division**  
952 New Salem Road  
Murfreesboro, Tennessee 37129  
Phone (615) 893-2511  
Fax (615) 895-2030  
State License Number: 18759  
Expiration Date: 05/31/19  
Class: BC; CE-B; CE; CE-C; CMC-A;  
CMC-C; HRA-E.1  
Limit: AGLM Unlimited



"BID"

City of Brentwood  
Karen Harper, City Treasurer  
Brentwood Municipal Center, 2nd Floor  
5211 Maryland Way  
Brentwood, Tennessee 37024

Project: Intersection Improvements, Franklin  
Road and Fountainhead Drive

Bids: April 24, 2019 at 2:00 PM

"BID"

# BID FORM

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By

***SULLIVAN ENGINEERING, INC.***

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

*A practice division of the*

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AMERICAN CONSULTING ENGINEERS COUNCIL

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Construction Specifications Institute

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1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council  
1015 10th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017  
EJCDC No. 1910-18 (1996 Edition)



**PROJECT IDENTIFICATION:**

Intersection Improvements for Franklin Road and Fountainhead Drive

**CONTRACT IDENTIFICATION AND NUMBER:**

Intersection Improvements, Franklin Road and Fountainhead Drive

Project Length: 600+/- L.F.

SEI Project #18-007

Dated: 04/24, 2019

**THIS BID IS SUBMITTED TO:**

City of Brentwood, TN  
C/o Karen Harper, City Treasurer  
P.O. Box 788  
Brentwood, TN 37024-0788

**1.01** 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.

**2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (75) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

**3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>4/15/19</u>
<u>#2</u>	<u>4/18/19</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site 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. Bidder is familiar with and is satisfied as to all federal, state and local 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 contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous

Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times 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 correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder has included all allowances described in Section 01210 in the Bid Sum.

**4.01** Bidder further represents that 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 agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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



6.01 Bidder agrees that the Work will be substantially complete on or before Two Weeks after the signal pole manufacturer's delivery date as noted on the suppliers purchase order. Within two (2) weeks after issuance of a "Notice to Proceed," the contractor shall order the signal pole with mast arms and deliver a copy of the suppliers dated purchase order confirmation, which shall include the manufacturers scheduled delivery date of the pole and mast arms. The project shall be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before four (4) weeks of the signal pole/mast arm manufacturers scheduled delivery date..

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

6.03 Bidder accepts the following amendments to the following sections of the "TN Department of Transportation, Standard Specifications for Road and Bridge Construction", Dated January 1, 2015

- Section 104.02, Alterations in Plans or in Character of Construction, Significant Changes in the Character of Work – To be modified as follows:

**Significant Changes in the Character of Work:**

1. *The Engineer reserves the right to make at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project.*
2. *If the alterations or changes in quantities change the character of the work under the contract, whether or not changed by any such different quantities or alterations, no adjustment, excluding loss of anticipated profits, will be made to the contract*
3. *If the alterations or changes in quantities are deemed by the Design Engineer to significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.*
4. *An adjustment of the contract terms in accordance with the above items will be made only if the Design Engineer orders, in writing, an alteration in the work or in the quantities that significantly change the character of work. The term "significant change" shall be construed to apply only to the following circumstances:*
  - (a) *When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.*

*The above provides for adjustments resulting from formal change orders by the Design Engineer, in writing. Either party may initiate an adjustment request and both must be in agreement before the work is performed.*

- Section 108.01 – Subletting of Contract, Omit the first paragraph and replace as follows "*The Contractor shall not sublet, not allow second tier sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof or of his right, title, or interest therein, without written consent of the Engineer. In case such consent is given, the Contractor will be permitted to sublet or second tier sublet a portion thereof but shall perform with his own organization, work amounting to not less than 50% of the total original contract cost, except that any items designated in the contract documents as "Specialty Items" may be performed by subcontract or second tier sublet and the cost of any such Specialty Items so performed by subcontract and second tier subcontracting may be deducted from the total original cost before computing the amount of work required to be performed by the Contractor with his own organization.*"
- Section 109.09 – Payment for Stockpiled Materials, Omit this section in its entirety



ESTIMATED ROADWAY QUANTITIES						
	ITEM NO.	DESCRIPTION	UNIT	TOTAL EST QTY	UNIT PRICE	TOTAL PRICE
29	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 16,000.00	\$ 16,000.00
	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	5	\$ 70.00	\$ 350.00
5	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	76	\$ 70.00	\$ 5,320.00
	403-02.01	TRACKLESS TACK COAT (TC)	TON	2	\$ 1,725.00	\$ 3,450.00
	411-03.12	ACS MIX (PG64-22) THIN LIFT D ASPHALT	TON	177	\$ 168.00	\$ 29,736.00
24	415-01.02	COLD PLANING BITUMINOUS DEPTH	S.Y.	4051	\$ 5.00	\$ 20,255.00
	712-01	TRAFFIC CONTROL	LS	1	\$ 8,000.00	\$ 8,000.00
	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	50	\$ 46.00	\$ 2,300.00
	712-06	SIGNS (CONSTRUCTION)	S.F.	286	\$ 11.00	\$ 3,146.00
1	712-08.01	UNIFORMED POLICE OFFICER	HOURL	40	\$ 66.00	\$ 2,640.00
	712-08.03	ARROW BOARD (TYPE C)	EACH	1	\$ 1,000.00	\$ 1,000.00
	713-14.22	STREET NAME SIGN (SUSPENDED 0.100IN THICK)	S.F.	42	\$ 36.00	\$ 1,512.00
2	713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$ 300.00	\$ 300.00
3	713-16.20	SIGNS (R10-12)	EACH	2	\$ 350.00	\$ 700.00
22	714-01.36	ROADWAY LIGHTING	LS	1	\$ 1,500.00	\$ 1,500.00
26	714-06.08	CABLE (STREET LIGHT POWER)	LF	595	\$ 3.00	\$ 1,785.00
20	714-08.09	LIGHT STANDARDS (LUMINAIRE ARM)	EACH	2	\$ 3,620.00	\$ 7,240.00
25	714-09.09	LUMINAIRES (L.E.D. STREET LAMP)	EACH	2	\$ 2,200.00	\$ 4,400.00
	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	150	\$ 22.00	\$ 3,300.00
	716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	2	\$ 220.00	\$ 440.00
31	716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	150	\$ 11.00	\$ 1,650.00
31	716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EACH	2	\$ 110.00	\$ 220.00
31	716-05.20	PAINTED PAVEMENT MARKING (6" LINE)	L.M.	0.23	\$ 2,500.00	\$ 575.00
4	716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	L.M.	0.23	\$ 9,000.00	\$ 2,070.00
21	716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	105	\$ 5.00	\$ 525.00
	717-01	MOBILIZATION	LS	1	\$ 12,000.00	\$ 12,000.00
9	725-02.41	FIBER OPTIC TERMINATION SPLICE UNIT	EACH	1	\$ 1,500.00	\$ 1,500.00
27	725-03.01	CLOSED CIRCUIT TELEVISION (CCTV) EQUIPMENT	EACH	1	\$ 10,260.00	\$ 10,260.00
					\$ -	
6	725-03.09	ETHERNET SWITCH	EACH	1	\$ 3,640.00	\$ 3,640.00
	725-05.06	FUSION SPLICE	EACH	4	\$ 60.00	\$ 240.00
	725-05.07	FIBER OPTIC TRANSCEIVER (SM)	EACH	1	\$ 3,860.00	\$ 3,860.00
8	725-23.21	FIBER OPTIC DROP CABLE (12F)	L.F.	185	\$ 3.00	\$ 555.00
	730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	8	\$ 768.00	\$ 6,144.00
	730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	2	\$ 1,164.00	\$ 2,328.00
23	730-03.12	AERIAL SPLICE ENCLOSURE	EACH	1	\$ 750.00	\$ 750.00
	730-03.21	INSTALL PULL BOX (TYPE B)	EACH	8	\$ 500.00	\$ 4,000.00
	730-03.23	INSTALL PULL BOX (FIBER OPTIC-TYPE A)	EACH	2	\$ 1,200.00	\$ 2,400.00



11	730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$	3,500.00	\$	3,500.00
	730-05.02	SERVICE CABLE (2 CONDUCTOR, # 8 AWG)	L.F.	150	\$	3.00	\$	450.00
	730-08.01	SIGNAL CABLE - 3 CONDUCTOR	L.F.	530	\$	1.25	\$	662.50
	730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	650	\$	1.50	\$	975.00
	730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	915	\$	1.75	\$	1,601.25
	730-08.10	SIGNAL CABLE - (VIDEO DETECTION)	L.F.	760	\$	3.00	\$	2,280.00
12	730-11.10	RISER ASSEMBLY (2" SCH 80 PVC)	EACH	1	\$	350.00	\$	350.00
	730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	140	\$	8.00	\$	1,120.00
	730-12.03	CONDUIT 3" DIAMETER (PVC)	L.F.	20	\$	12.00	\$	240.00
13	730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	L.F.	1215	\$	20.00	\$	24,300.00
11	730-12.16	CONDUIT (2" SCH 80 PVC PWR SERVICE)	L.F.	50	\$	12.00	\$	600.00
11	730-12.17	CONDUIT (2" SCH 80 PVC PWR SERVICE-BORED)	L.F.	90	\$	24.00	\$	2,160.00
14	730-13.02	VEHICLE DETECTOR (VIDEO)	EACH	1	\$	33,640.00	\$	33,640.00
15	730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	\$	14,245.00	\$	14,245.00
15	730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1	\$	4,057.00	\$	4,057.00
28	730-23.30	PEDESTAL POLE (8 FT)	EACH	2	\$	1,500.00	\$	3,000.00
16	730-23.80	CANTILEVER SIGNAL SUPPORT (1 ARM @ 40')	EACH	2	\$	15,790.00	\$	31,580.00
16	730-23.88	CANTILEVER SIGNAL SUPPORT (1 ARM @ 45')	EACH	1	\$	17,509.00	\$	17,509.00
17	730-23.96	CANTILEVER SIGNAL SUPPORT (1 ARM @ 65')	EACH	1	\$	17,845.00	\$	17,845.00
28	730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	EACH	2	\$	624.00	\$	1,248.00
28	730-26.09	PEDESTRIAN PUSHBUTTON WITH 15IN SIGN	EACH	2	\$	393.00	\$	786.00
7	730-35.06	BATTERY BACK-UP AND POWER CONDITIONER	EACH	1	\$	10,156.00	\$	10,156.00
18.30	740-11.02	TEMPORARY SEDIMENT TUBE 12IN	L.F.	215	\$	18.00	\$	3,870.00
33	801-01	SEEDING (WITH MULCH)	UNIT	6	\$	150.00	\$	900.00
19.32	803-01	SODDING (NEW SOD)	S.Y.	456	\$	13.00	\$	5,928.00
					SUB-TOTAL PROJECT			
					CONTINGENCY ALLOWANCE			
					ESTIMATED PROJECT TOTAL			
					\$ 349,093.75			
					\$ 25,000.00			
					\$ 374,093.75			

#### NOTES

1. UNIFORMED OFFICER TO BE USED AS DIRECTED BY CITY OF BRENTWOOD OFFICIALS TO SUPPLEMENT TRAFFIC CONTROL ACTIVITIES.
2. ITEM FOR REMOVAL OF EXISTING STOP SIGN. ITEM TO BECOME PROPERTY OF THE CITY OF BRENTWOOD.
3. ITEM SHALL INCLUDE REQUIRED MOUNTING BRACKETS FOR OVERHEAD SIGNS.
4. ITEM FOR INSTALLATION OF NEW PERMANENT LANE LINE MARKINGS TO TIE INTO EXISTING PAVEMENT MARKINGS EXTENDING APPROXIMATELY 25' BEYOND LIMITS OF PAVING.
5. ITEM TO BE 6" DEPTH. COORDINATE WITH BRENTWOOD SPECIAL PROVISION CB-109.
6. ITEM TO BE CISCO IE-4000-8TAG-E AND BE COMPATIBLE WITH COMMUNICATION EQUIPMENT. POWER SUPPLY TO BE MODEL NUMBER PWR-IE65-PC-AC.



7. ITEM FOR NEW UPS SYSTEM PER CITY SPECIFICATIONS. SYSTEM TO BE TECH POWER MODEL DBL1400MX. ITEM SHALL INCLUDE REQUIRED BASE MOUNTED CABINET AND CONCRETE PORCH PAD. SEE SPECIAL NOTES.
8. F.O. DROP CABLE TO BE SINGLE MODE FIBER CABLE (SM). PROVIDE REQUIRED SLACK COIL WITHIN PULL BOXES AS SHOWN IN PLANS.
9. ITEM FOR TERMINATION AND TRANSITION OF F.O. DROP CABLE WITHIN SIGNAL CABINET.
10. SEE SPECIAL NOTES. COORDINATE WITH UTILITY OWNER TO DETERMINE COSTS FOR POWER SERVICE AND TO FACILITATE INSTALLATION.
11. ITEM FOR POWER SERVICE CONNECTIONS (SIGNAL CABINET). COORDINATE WITH NES AND SEE SPECIAL NOTES.
12. ITEM FOR 12F SMFO DROP CABLE.
13. ITEM TO BE SCHEDULE 80 PVC.
14. ITEM TO INCLUDE ALL MATERIALS AND LABOR TO PROVIDE VIDEO DETECTION EQUIPMENT FOR ALL APPROACHES AS SHOWN ON PLANS. ITEM TO BE ECONOLITE AUTOSCOPE VISION HD. ITEM INCLUDES DOME CAMERAS (4), MOUNTING BRACKETS, POWER SUPPLY, VIDEO PROCESSOR AND MISCELLANEOUS CABINET CABLING. CABLES CONNECTING CAMERAS TO CABINET PAID UNDER SEPARATE ITEM.
15. ITEMS TO BE PER CITY SPECIFICATIONS. CONTROLLER SHALL BE ECONOLITE ASC3/COBALT MODEL. SEE SPECIAL NOTES.
16. SEE SPECIAL NOTES. ITEM INCLUDES REQUIRED FOUNDATION PER MANUFACTURER DESIGN AND TDOT STANDARD DRAWINGS AND SPECIFICATIONS. NE AND SW POLES INCLUDE REQUIRED LUMINAIRE ARM AND LAMP AT 30 FT MOUNTING HEIGHT.
17. SEE SPECIAL NOTES. ITEM INCLUDES REQUIRED FOUNDATION PER MANUFACTURER DESIGN AND TDOT STANDARD DRAWINGS AND SPECIFICATIONS, ALONG WITH DAMPENING DEVICE.
18. REMOVAL AND DISPOSAL OF SEDIMENT WILL NOT BE MEASURED OR PAID SEPARATELY. ITEM SHALL INCLUDE COST OF REMOVAL AND MANAGEMENT SEDIMENT CONTROL. SEDIMENT TUBE TO BE PLACED DOWN GRADE AROUND PERIMETER OF SIGNAL POLE, PEDESTAL POLE FOUNDATION BASE, AND CONDUIT BORE PITS.
19. ITEM SHALL INCLUDE REQUIRED WATER APPLICATION NEEDED TO ESTABLISH SOD PER TDOT STANDARD SPECIFICATIONS.
20. ITEM FOR 10' LUMINAIRE ARM WITH 34' MOUNTING HEIGHT LOCATED ON SIGNAL POLES AT NORTHEAST AND SOUTHWEST CORNERS OF INTERSECTION. ARM SHALL HAVE BLACK FINISH MATCHING SIGNAL SUPPORT POLES.
21. ITEM FOR OPTIONAL YELLOW DOTTED LINE MARKING TO GUIDE LEFT TURN MOVEMENTS. LINE TO BE APPLIED WITH FINAL MARKINGS AS DIRECTED BY THE CITY OF BRENTWOOD OR ITS REPRESENTATIVE.

22. ITEM FOR CONTRACTOR'S COORDINATION WITH NES FOR REMOVAL OF EXISTING STREET LIGHTING AND INSTALLATION OF PROPOSED STREET LIGHTING AND POWER SERVICE. FOR COORDINATION ONLY. REMOVAL OF EXISTING LIGHTING EQUIPMENT TO BE PERFORMED BY UTILITY OWNER.
23. ITEM TO PROVIDE 12F SMFO DROP CABLE. CONTACT MARTIN YATES, CITY OF BRENTWOOD TRAFFIC SIGNAL COORDINATOR, FOR FIBER CABLE SPLICING PLAN.
24. ITEM TO BE A DEPTH OF 2" +/- AND BE USED AS DIRECTED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE. ITEM TO INCLUDE ALL WORK NECESSARY TO PREPARE THE AREA FOR PAVING.
25. ITEM SHALL BE MODEL "HOLOPHANE ATB2 60BLEDE85 MVOLT RE 3K P7, NES STOCK #303446200". ITEM INCLUDES PHOTOCELL AS SPECIFIED IN MODEL NUMBER.
26. ITEM TO BE PER MANUFACTURER REQUIREMENTS. COORDINATE WITH UTILITY OWNER.
27. ITEM INCLUDES ALL MATERIALS AND LABOR FOR CCTV CAMERA INSTALLATION, INCLUDING BUT NOT LIMITED TO THE DOME CAMERA, MOUNTING HARDWARE, VIDEO CABLING, PROCESSOR, POWER SUPPLY, ETC. CAMERA TO BE MOUNTED ON TRAFFIC SIGNAL SUPPORT POLE IN SE CORNER AS SHOWN IN PLANS. COORDINATE WITH CITY OFFICIALS PRIOR TO CONSTRUCTION. SEE SPECIAL NOTES. CAMERA SYSTEM TO BE AXIS Q6055-E PTZ DOME NETWORK CAMERA AND COMPATIBLE WITH EXISTING CITY CONTROL SOFTWARE.
28. CONTRACTOR TO PROVIDE PEDESTRIAN-RELATED EQUIPMENT TO THE CITY OF BRENTWOOD FOR NORTHBOUND CROSSWALK ACROSS OMAN PARK DEVELOPMENT. CONTRACTOR WILL NOT INSTALL PEDESTRIAN-RELATED EQUIPMENT AT THIS TIME.
29. FOR STAKING OF PROPOSED SIGNAL POLE LOCATIONS AND OTHER FEATURES AS REQUIRED BY CITY OF BRENTWOOD.
30. UNIT COST INCLUDES ALL MAINTENANCE REPLACEMENT AND REMOVAL FOR THE LIFE OF THE CONTRACT.
31. ITEM TO BE USED FOR TEMPORARY PAVEMENT MARKINGS AS DIRECTED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE.
32. SODDING IS TO BE NEW FESCUE SOD. INSTALLATION SHALL BE INSTALLED ON TOPSOIL. TOPSOIL SHALL HAVE A MINIMUM DEPTH OF 6-INCHES.
33. TO BE USED AS DIRECTED BY ENGINEER.



7.01 The following documents are attached to and made a condition of this Bid:

- A. Document 00410 – Bid Bond: Required Bid security;
- B. Document 00450 – List of Subcontractors: A tabulation of Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid;
- C. Required Bidder Qualifications statement with supporting data;
  - Present Commitments
  - Previous Experience (Must have one project for a government agency having a similar scope of work in excess of \$250,000.)
  - Three References (Must be Government entities where contractor has performed road construction work, provide contact name, telephone number and project name.),
  - Equipment List,
  - Bidder must perform 25% of the work with Bidders own forces,
  - Listing of all Subcontractors for all work valued at or above \$25,000.
  - Statement of License Certificate, and
  - Employing and Contracting with Illegal Immigration Attestation Form.
- D. Document 00430 - Drug-Free Workplace: Contractor's Affidavit; and
- F. Exhibit 1 – Indemnity Agreement, located in Document 00820.

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

SUBMITTED on 04/24, 2019.

State Contractor License No. 18759.

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

*(Signature of general partner -- attach evidence of authority to sign)*



Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: S&W Contracting Co., INC.  
State of Incorporation: Tennessee  
Type (General Business, Professional, Service, Limited Liability): Professional

By: [Signature]  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Richie Bolin

Title: President

Attest: [Signature]  
(Signature of Corporate Secretary)

Business address: 952 New Salem Rd - Martinsburg TN 37169

Phone No.: 615-893-2511 FAX No.: 615-895-2030

Date of Qualification to do business is 01/03/67

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_  
(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID BOND****BIDDER (Name and Address):**

S & W Contracting Co Inc  
952 New Salem Hwy  
Murfreesboro, TN 37129

**SURETY (Name and Address of Principal Place of Business):**

The Cincinnati Insurance Company  
6200 S. Gilmore Road  
Fairfield, Ohio 45014-5141

**OWNER (Name and Address):**

City of Brentwood  
ATTN. Mr. Mike Harris, Director of Engineering  
P.O. Box 788  
1750 General George Patton Drive  
Brentwood, TN 37027

**BID****PROJECT (Brief Description Including Location):**

Intersection Improvements, Franklin Road and Fountainhead Drive  
Project Length: 600+/- L.F.  
SEI Project #18-007

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

- (1) The complete grading, drainage, milling, and asphalt paving of Franklin Road and Fountainhead Drive to limits shown on the construction documents.
- (2) All permanent roadway signage, thermoplastic pavement specialty markings, and enhanced flat line pavement lane markings, to the limits shown on the construction documents.
- (3) The complete installation of all construction traffic and temporary erosion control measures as indicated on the construction documents.
- (4) The complete construction of all permanent signalization and roadway lighting items as indicated on the construction documents.
- (5) The installation of all topsoil, sod, seed, and all incidentals necessary for completion of this project.
- (6) The complete construction all items necessary to provide a power source to the signal and lighting system, inclusive of coordination with NES
- (7) Coordination and scheduling of all utility relocations required to complete the project.
- (8) Cost of this work shall be based on a Unit Price Bid.



BOND

BOND NUMBER: \_\_\_\_\_

DATE (Not later than Bid due date): April 23, 2019PENAL SUM: Five Per Cent of Bid

(Words)

5%

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

S & W Contracting Co Inc

Bidder's Name and Corporate Seal

By: [Signature] President

Signature and Title

Attest: [Signature] Senior Project Manager

Signature and Title

SURETY

The Cincinnati Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature] Agent

Signature and Title

(Attach Power of Attorney)

Attest: [Signature]

Signature and Title

- 
- Note: (1) Above addresses are to be used for giving required notice.  
 (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by

United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Edward E. Miller, III; William Halliburton, Jr.; B. Kay Atwood; Becky Souvion;  
Dana P. Kennedy; Melissa D. O'Brien; Vickie Wilson;  
James W. Miley and/or Kathy C. Byford

of Murfreesboro, Tennessee

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1<sup>st</sup> day of October, 2015.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Stephen A. Miller*

Vice President

On this 1<sup>st</sup> day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 23<sup>rd</sup> day of April, 2019



*Scott R. Boer*

Secretary



### **Drug-Free Workplace: Contractor's Affidavit**

- A) The Tennessee General Assembly has enacted the Drug-Free Workplace Law, 50-9-101 through 50-9-113, Tennessee Code Annotated (TCA) to require employers contracting with state agencies or units of local government to prepare affidavits certifying compliance with the Drug-Free Workplace Program.
- B) The statute applies to all employers with no less than five (5) employees receiving pay who contract with the state or any local government to provide construction services. Each such employer must submit an affidavit stating that the employer has in place a program for a drug-free workplace that complies with T.C.A. 50-9-101-113. The statute forbids any local government from entering into any contract or awarding any contract for construction services with any employer who has not provided the affidavit of compliance.
- C) An Employer under this amendment is defined to be any private company or corporation. The definition does not include any unit of local government or any utility.
- D) Any employer who is found to have violated this provision will be prohibited from contracting with any other local government or state agency until the employer can prove it is in compliance with all the requirements of the Drug-Free Workplace Program. Each additional violation imposes longer time periods of prohibition against contracting with a governmental entity against an employer, up to a period of one year.
- E) The employer's affidavit stating that its program provides for a drug-free workplace absolves the local government of any further responsibility for the employer's compliance or lack of compliance with the requirements of the drug-free workplace program.
- F) Affidavit must be attached to bid form upon submission.

**DRUG AND ALCOHOL TESTING REQUIREMENTS:**

The City of Brentwood has a drug and alcohol testing program for its employees. The program subjects employees and certain applicants, after an offer of employment has been extended, to testing as follows:

Type of Testing	Drug Testing	Alcohol Testing
Pre-Employment	CDL*, POLICE, FIRE, DISPATCH	N/A
Transfer	CDL, POLICE, FIRE, DISPATCH	N/A
Post-Accident	ALL	ALL
Reasonable Suspicion	ALL	ALL
Random	CDL, POLICE, FIRE, DISPATCH	CDL
Return-To-Duty	ALL	ALL
Annual Physical	POLICE, FIRE	N/A

\* CDL – Commercial Driver’s License

More information concerning the City’s drug and alcohol testing program may be obtained from the Human Resources Department at 371-0060.

Pursuant to *Tennessee Code Annotated* §§ 50-9-113\*\* and 50-9-114, bids or proposals for construction services submitted to the City of Brentwood must include an affidavit attesting that the bidder or proposer has in effect, at the time of submittal, a drug-free workplace program that complies with Title 50, Chapter 9, *Tennessee Code Annotated*; and further, that the bidding entity’s drug and alcohol testing program is operated pursuant to requirements at least as stringent at those of the program operated by the City of Brentwood, as described herein.

\*\* *T.C.A.* § 50-9-113 applies to employers with no less than five employees.



**STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT**  
**COUNTY OF Rutherford OF PRIME BIDDER**


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

- 1) He/She is the principal officer for:
  - a) Contractor: S&W Contracting Co. INC.
  - b) Address: 952 New Salem Road
  - c) City, State: Memphis, TN 37129 ;
- 2) That the bidding entity has submitted a bid to the City of Brentwood for the project titled "Intersection Improvements, Franklin Road and Fountainhead Drive, Brentwood, Tennessee, Project No. 18-007";
- 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 Title 50, Chapter 9, Tennessee Code Annotated; and further, that the bidding entity's drug and alcohol testing program is operated pursuant to requirements at least as stringent at those of the program operated by the City of Brentwood, as described in the construction specifications.
- 4) That this affidavit is made on personal knowledge.

Further Affiant saith not.

  
AFFIANT

SUBSCRIBED AND SWORN TO before me this 24th day of April, 2019.

  
NOTARY PUBLIC

My commission expires: 1-25-23





Franklin Rd. and Fountainhead Drive  
City of Brentwood  
Williamson Co., Tennessee  
Project No. 18-007

**DOCUMENT 00450**

**LIST OF SUBCONTRACTORS**

Here with is the list of subcontractors referenced in the bid submitted by:

(Bidder) S&W Contracting Co., Inc.

(Owner) City of Brentwood, Tennessee

Dated 04/24/19 and which is an integral part of the Bid Form.

For any task or item of work performed in the execution of this contract valued at or above \$25,000, performed or provided by General Contractor or any Subcontractor. Typical items of work noted below but may not be all-inclusive and are to be as needed by Bidder:

Item of Work	DBE/\$ Amount	Subcontractor name, address
Grading		
Drainage		
Asphaltic Paving		Sessions Paving Co. P.O. Box 90266 Nashville, TN 37209
Water Line		
Traffic Control		
Erosion Control		
Pavement Markings		
Permanent Signing		
Signals		
Electrical		

Franklin Rd. and Fountainhead Drive  
City of Brentwood  
Williamson Co., Tennessee  
Project No. 18-007

Item of Work	DBE/\$ Amount	Subcontractor name, address
Seed		
Sod		
Asphalt Milling		

C I T Y O F B R E N T W O O D

December 19, 2016

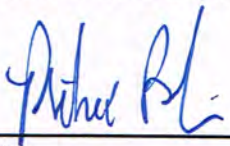
**SPECIAL PROVISION  
REGARDING  
IRAN DIVESTMENT ACT**

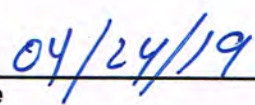
**IRAN DIVESTMENT ACT REQUIREMENTS**

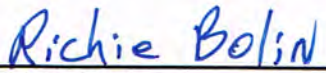
Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee 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:

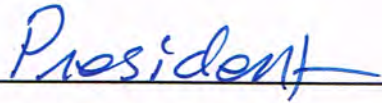
**CERTIFICATION**

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Printed Name

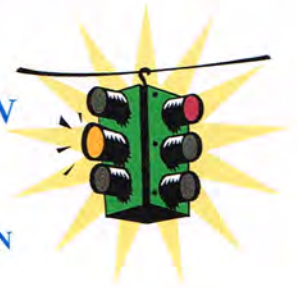
  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
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_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act-July.pdf).



***S&W CONTRACTING COMPANY, INC.***  
***ELECTRICAL CONTRACTORS - TRAFFIC DIVISION***  
952 NEW SALEM ROAD  
MURFREESBORO, TENNESSEE 37129  
PHONE: (615) 893-2511 FAX: (615) 895-2030  
MITCH ARNOLD, SENIOR PROJECT MANAGER – TRAFFIC DIVISION  
MOBILE: (615) 207-3327 EMAIL: [Marnold@sandwcontracting.com](mailto:Marnold@sandwcontracting.com)



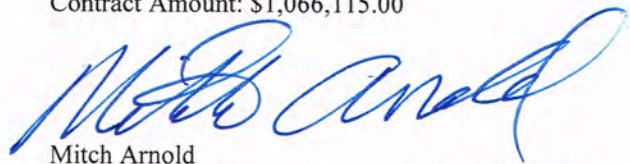
## Projects Complete

Contractor: Rock City Construction  
Contact: Mr. John Lee 615-794-6691  
Project: MTSU Parking and Transportation Phase 3  
Location: Murfreesboro, Tennessee  
Contract Amount: \$835,000.00

Contractor: S&W Contracting Co., Inc.  
Contact: Mr. Mitch Arnold 615-893-2511 Ext 107  
Project: MTSU Parking and Transportation Phase 2  
Location: Murfreesboro, Tennessee  
Contract Amount: \$1,390,000.00

Contractor: S&W Contracting Co., Inc.  
Contact: Mr. Mitch Arnold 615-893-2511 Ext 107  
Project: Medical Center Parkway Improvements  
Location: Murfreesboro, Tennessee  
Contract Amount: \$1,012,000.00

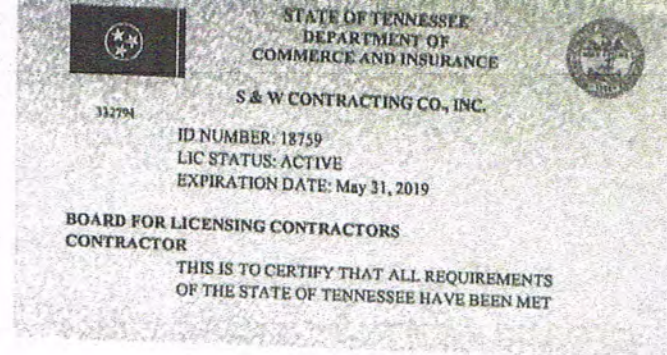
Contractor: Highways, Inc.  
Mr. Mark Odom 931-526-3038  
Project: CNM143 Coffee County (TDOT)  
Location: Manchester, Tennessee  
Contract Amount: \$1,066,115.00



Mitch Arnold  
Senior Project Manager/Estimator – Traffic Division

S&W CONTRACTING COMPANY, INC.





S & W CONTRACTING CO., INC.  
952 NEW SALEM RD.  
MURFREESBORO, TN 37129

# State of Tennessee

332794 10479731

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

S & W CONTRACTING CO., INC.

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

ID NUMBER: 18759  
LIC STATUS: ACTIVE  
EXPIRATION DATE: May 31, 2019  
AGLM UNLIMITED; BC ; CE ; CE-B ; CE-C ; CMC-A ; CMC-C ; HRA-E.1



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE



# Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR** (Name and Address):

S & W Contracting Co., Inc  
C/o Mr. Mitch Arnold  
952 New Salem Road  
Murfreesboro, TN 37129

**SURETY** (Name and Address of Principal Place of Business):

**OWNER** (Name and Address):

City of Brentwood, TN  
ATTN. Mr. Todd Hoppenstedt, Brentwood Public Works Director  
P.O. Box 788  
1750 General George Patton Drive  
Brentwood, TN 37027

**CONTRACT**

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

Amount: \$ \_\_\_\_\_

**Description** (Name and Location):

Contract: General Construction

Project: Intersection Improvements, Franklin Road and Fountainhead Drive

Project Length: 600+/- L.F.

**OWNER's Contract No.**

**ENGINEER's Contract No.** 18-007

**ENGINEER:** Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.

317 Main Street, Suite 201, Franklin, TN 37064

**BOND**

Date (Not earlier than Contract Date): \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Modifications to this Bond Form:

N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

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

Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

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

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

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

Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

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

Name and Title:



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

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

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

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. 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:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

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

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

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

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 4.4, and the OWNER refuses the payment tendered 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.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. 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 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the 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, or successors.

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

9. 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 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

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

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of 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 Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

### **OWNER'S REPRESENTATIVE:**

Mr. Richard Sullivan, PE  
Sullivan Engineering, Inc.  
317 Main Street  
Suite 201  
Franklin, TN 37064



# UTILITY NOTE

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 SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPREHEND ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN 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 (3) THREE NOR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT, TENNESSEE ONE CALL 811.

20' MULTI-USE TRAIL EASEMENT LOCATION MAY VARY UPON RECEIPT OF FIELD RUN TOPOGRAPHIC SURVEY TO ENSURE NO ENCROACHMENT INTO STREAM LOCATION AREA

$\Delta=7^{\circ}18'53''$   
 $R=7598.44'$   
 $L=970.06'$   
 $T=485.69'$   
 $CHD=969.40'$   
 $N27^{\circ}47'23''E$

RESTRIPE CENTER LANE FOR LEFT TURN LANE MOVEMENT

THE TENNESSEE DEPARTMENT OF TRANSPORTATION MUST APPROVE ROAD CONNECTION

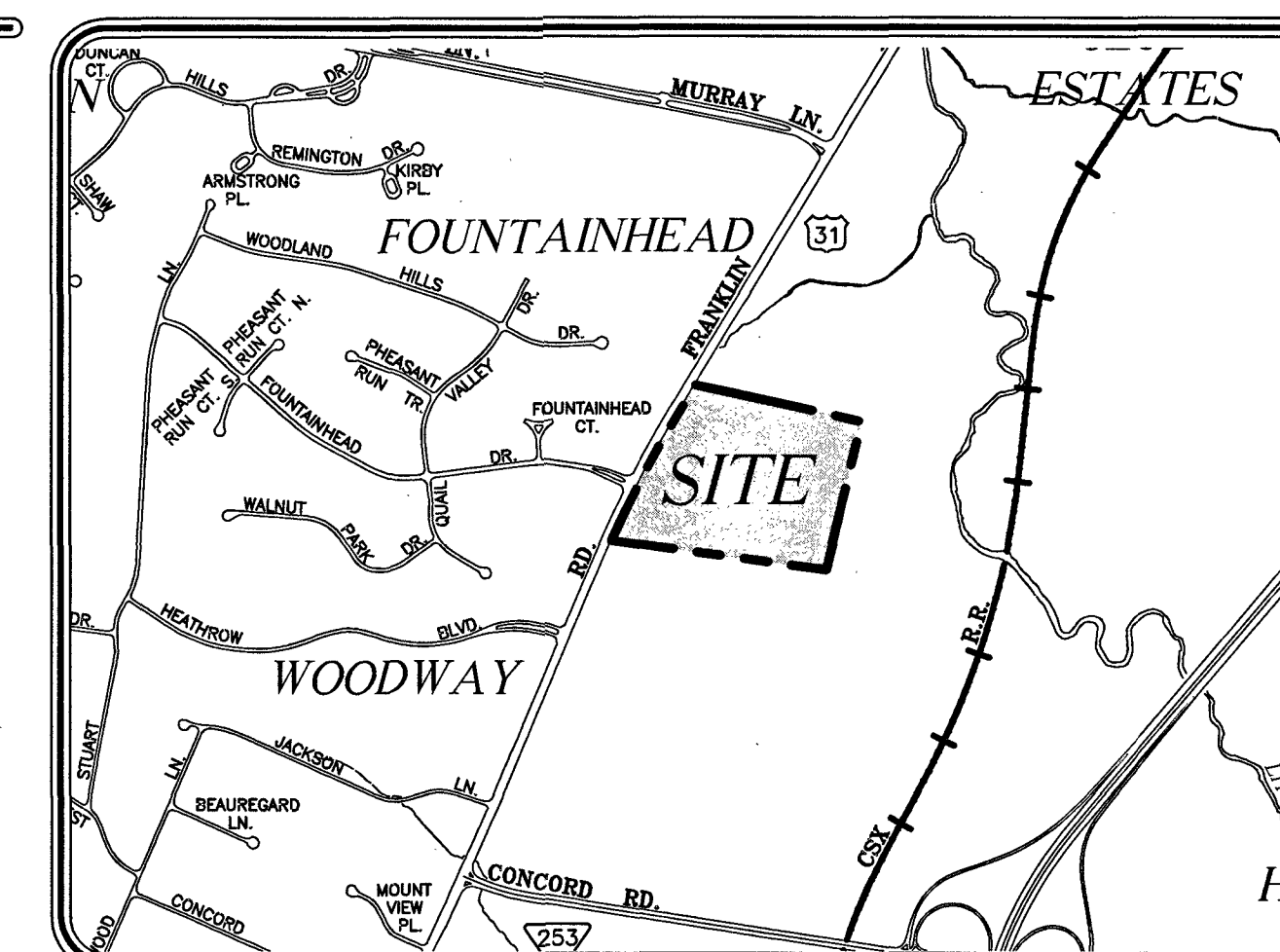
FOUR BOARD HORSE FENCE

(ZONED AG/R-2)  
DAVID SHAMBLIN  
DEED BOOK 1458, PAGE 757  
R.O.W.C.T.

(ZONED AG/R-2)  
CYNTHIA & ELLIOT  
HIMMELFARB LIVING TRUST,  
DEED BOOK 7034, PAGE 3  
R.O.W.C.T.

(ZONED R-2)  
CMT PROPERTIES,  
DEED BOOK 4543, PAGE 56  
R.O.W.C.T.

(ZONED R-2)  
CMT PROPERTIES,  
DEED BOOK 4543, PAGE 56  
R.O.W.C.T.

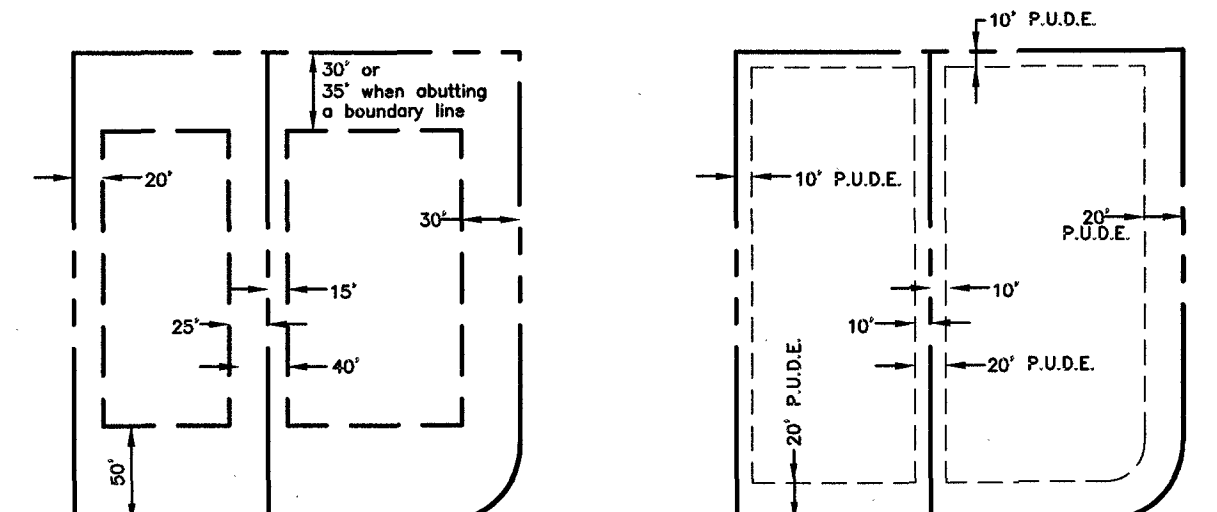


LOCATION MAP

## GENERAL NOTES AND SITE DATA (STANDARD OSRD)

- SUBJECT PROPERTY CONSISTS OF PARCEL 2 ON WILLIAMSON COUNTY PROPERTY MAP NO. 29.
- PROPERTY OWNER: JACK A. OMAN AND ARGIE C. OMAN, BOOK 4052, PAGE 549, R.O.W.C., TN.
- THIS PROPERTY IS CURRENTLY ZONED AR AND R2.
- GROSS SITE AREA: 33.66 ACRES.
- BOUNDARY INFORMATION TAKEN FROM FIELD RUN SURVEY PERFORMED BY RAGAN-SMITH ASSOCIATES, INC.
- TOPOGRAPHIC INFORMATION TAKEN FROM CITY OF BRENTWOOD MAPPING.
- NUMBER OF PROPOSED LOTS: 21.
- PROPOSED DENSITY: 0.82 DU/AC. (1.0 DU/AC. MAXIMUM).
- MAXIMUM BUILDING COVERAGE OF PROPOSED LOTS: 25%.
- EACH PROPOSED LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES.
- MINIMUM LOT WIDTH AT BUILDING LINE: 110', OR 120' FOR TRANSITIONAL LOTS.
- MINIMUM BUILDING SETBACKS:  
FRONT - 50' (UNLESS SHOWN OTHERWISE)  
SIDE - 15' 25' OR 20' 20' (40' BETWEEN STRUCTURES)  
SIDE ABUTTING A STREET: 30'  
REAR - 30' (UNLESS SHOWN OTHERWISE)  
ABUTTING PROJECT PERIMETER - 35'
- ALL ELECTRIC SERVICE FOR THE PROPOSED DEVELOPMENT SHALL BE UNDERGROUND. ALL PUBLIC UTILITIES SHALL BE SUBJECT TO THE APPROVAL OF THE APPLICABLE UTILITY COMPANIES.
- UTILITY PROVIDERS:  
ELECTRICITY: NASHVILLE ELECTRIC SERVICE (615) 758-8900  
WATER: CITY OF BRENTWOOD WATER SERVICES (615) 371-0080  
NATURAL GAS: PIEDMONT NATURAL GAS (800) 752-7504  
TELEPHONE: AT&T (615) 269-6553  
SANITARY SEWER: CITY OF BRENTWOOD (615) 371-0080
- BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES OUTSIDE FLOOD ZONES "AE" AND "X" (OTHER AREAS), AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NOS. 47187C00530 WITH AN EFFECTIVE DATE OF DECEMBER 22, 2015, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT, COMMUNITY NO. 470205, PANEL NOS. 0093 SUFFIX G, WHICH ARE THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "AE" UNDER "SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD" AS BASE FLOOD ELEVATIONS DETERMINED. SAID MAP DEFINES (OTHER AREAS) UNDER "OTHER AREAS" AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
- THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION WITHIN THE WATERWAY NATURAL AREA, EXCEPT AS PERMITTED BY THE CITY OF BRENTWOOD.

Overall	
Total Site Area (AC)	33.66
Less R.O.W. dedication - Internal streets	2.13
<b>TOTAL</b>	<b>31.53</b>
Less Areas in 25% Slopes in Open Space	0.00
Plus 25% of Slopes over 25%	0.00
Less Areas in Floodway	0.00
Plus 25% Areas in Floodways	0.00
Less Areas in Electrical Natural & Gas Easements	0.00
Plus 25% of Areas in Electrical Natural & Gas Easements	0.00
<b>Total Usable Land Area (AC)</b>	<b>31.53</b>
Less area in lots > 1 acre	5.43
<b>TOTAL LAND AREA AVAILABLE</b>	<b>26.10</b>
<b>Total Land Area Required @ 1 DU/PA (AC)</b>	<b>21.00</b>
Land Area in Lots	26.24
Open Space Required	0.00
Dedicated Open Space	5.33
<b>EXCESS OPEN SPACE</b>	<b>5.33</b>



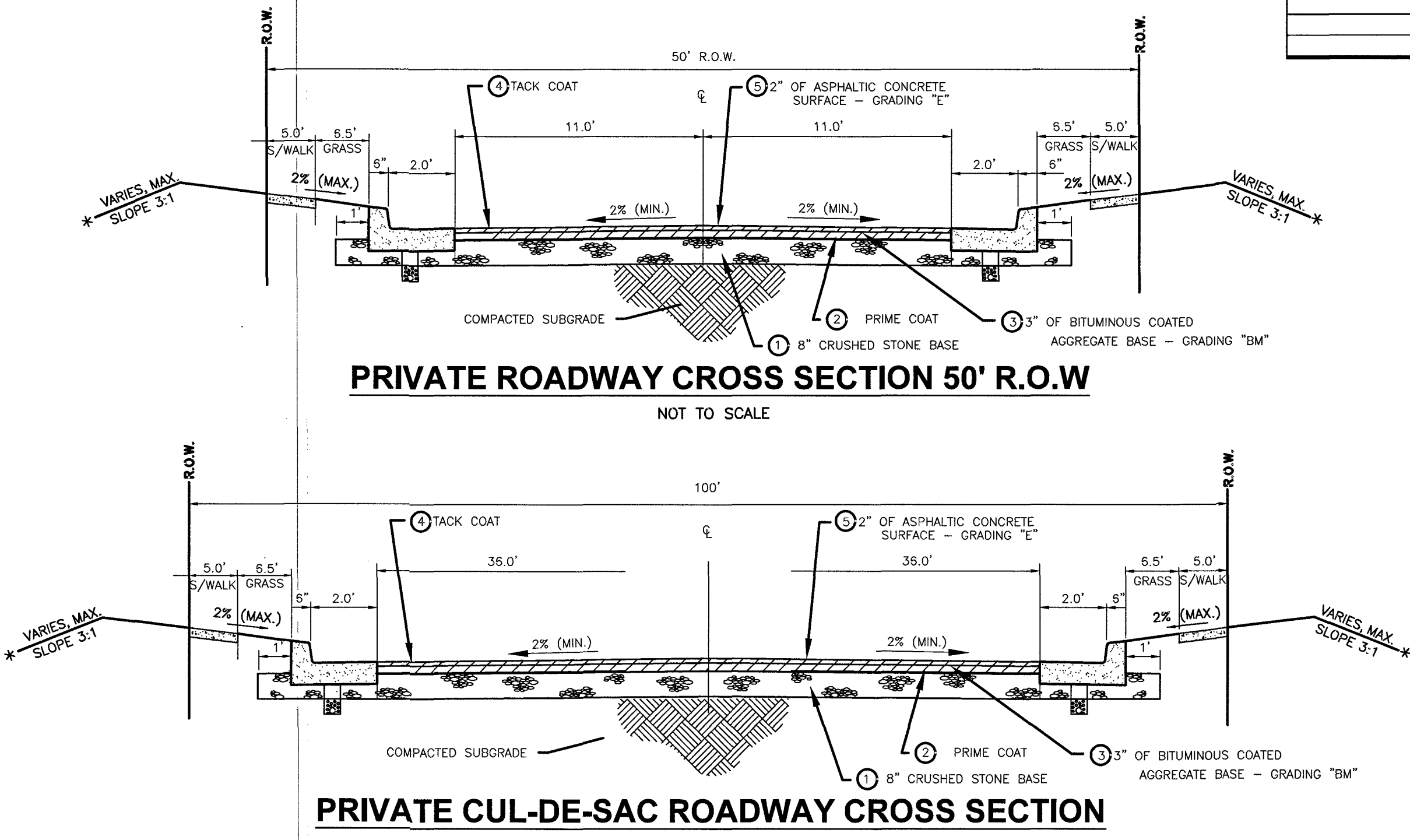
TYPICAL LOT SETBACK LINES (UNLESS SHOWN OTHERWISE) N.T.S.  
TYPICAL LOT EASEMENT LINES (UNLESS SHOWN OTHERWISE) N.T.S.

- LEGEND**
- IRON ROD (OLD)
  - IRON ROD (NEW)
  - CORRUGATED METAL PIPE FENCE
  - SIGN
  - REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TN
  - 25% + SLOPES
  - 15%-25% SLOPES
  - TRANSITIONAL LOT (SEE NOTE THIS SHEET)
  - UTILITY POLE
  - UTILITY POLE W/ ANCHOR
  - UTILITY POLE W/ LIGHT
  - OVERHEAD ELECTRIC POWER LINE
  - OVERHEAD TELEPHONE LINE
  - OVERHEAD POWER AND TELEPHONE LINES
  - POND OVERLOOK
  - P.U.D.E. PUBLIC UTILITY AND DRAINAGE EASEMENT
  - BASE FLOOD ELEVATION (PER FEMA MAPS)
  - LOWEST FLOOR ELEVATION (INCLUDING BASEMENT)

LOT AREA TABLE		
LOT	SQ. FT. ±	ACRES ±
1	79,381	1.82
2	43,586	1.00
3	43,579	1.00
4	43,877	1.01
5	43,753	1.00
6	43,750	1.00
7	43,807	1.01
8	43,743	1.00
9	46,869	1.08
10	50,683	1.16
11	51,971	1.19
12	51,923	1.19
13	43,854	1.01
14	49,152	1.13
15	48,295	1.11
16	43,558	1.00
17	43,500	1.00
18	43,848	1.00
19	80,624	1.85
20	91,325	2.10
21	111,958	2.57

LOT AREA TABLE		
LOT	SQ. FT. ±	ACRES ±
1	51,531	1.18
2	118,149	2.71
3	60,433	1.39



PRIVATE ROADWAY CROSS SECTION 50' R.O.W. NOT TO SCALE

PRIVATE CUL-DE-SAC ROADWAY CROSS SECTION

DEED REFERENCE  
BEING THE SAME PROPERTY AS CONVEYED TO JACK A. OMAN AND ARGIE C. OMAN OF RECORD IN BOOK 4052, PAGE 548 AND ALSO THE SAME PROPERTY CONVEYED TO JACK A. OMAN AND ARGIE C. OMAN OF RECORD IN BOOK 4052, PAGE 549, BOTH IN THE REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

PROPERTY MAP REFERENCE  
BEING PARCEL 2 AS IDENTIFIED ON WILLIAMSON COUNTY TAX MAP 29, TAX ASSESSOR'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE

## OMAN PROPERTY OSRD FOR GROVE PARK CONSTRUCTION

JOB NO.	18082	DESIGNED	RCC	DRAWN	JKD	SCALE	1"=100'	DATE	06/18/18	REV.	#	DESCRIPTION
WK. ORDER	1189											

## PRELIMINARY PLAN & OSRD PLAN

**Brentwood City Commission Agenda**

**Meeting Date:** 05/13/2019

Approval of Donation of Surplus Police Vehicle to Town of Cornersville, Tennessee

**Submitted by:** David Gossett, Police

**Department:** Police

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**Information**

**Subject**

Approval of donation of surplus police vehicle to Town of Cornersville, Tennessee.

**Background**

The Police Department requests City Commission approval to donate a surplus vehicle to the Town of Cornersville, Tennessee. The vehicle, a 2010 Dodge Charger, currently has 88,600 miles and is no longer in use by PD. The vehicle is equipped with the original push bumper, cage, console, light bar, siren controller and radar. The vehicle and all listed equipment were replaced in FY 2019. The 2010 Dodge Charger has an estimated value of \$3,800.

We recently received a letter from Cornersville requesting assistance with the donation of police equipment, including a vehicle. Cornersville is a small town with limited resources and a need for additional police equipment. The donation request letter is attached.

Please contact the Chief of Police with questions.

**Staff Recommendation**

Staff recommends approval of the donation of one surplus police vehicle to the Town of Cornersville, Tennessee.

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**Fiscal Impact**

**Amount :** \$3,800

**Source of Funds:**

**Account Number:**

**Fiscal Impact:**

By donating this vehicle to the Town of Cornersville, the City will forego approximately \$3,800 in potential revenue from an auction sale.

---

**Attachments**





# *Town of Cornersville*

118 SOUTH MAIN ST., P.O. BOX 128  
CORNERSVILLE, TN 37047  
TELEPHONE (931) 293-4482  
FAX (931) 293-4713

Mr. Kirk Bednar  
5211 Maryland Way  
Brentwood, TN 37027

Mr. Bednar,

I hope this letter finds you doing well. I want to thank you for taking the time to read my email request and hope that you will be able to help us out. I am the town administrator for the small town of Cornersville located in Southern Marshall County. We currently have a population of about 1,200. Our town administration is very small; only four total employees counting myself. Because of budget restraints, I am the town administrator, town recorder, court clerk and the only person who works in the Cornersville Town Hall. We have two police officers who have an office here at town hall and we have only one public works employee.

Our budget for this year is only \$456,054 and unfortunately, I don't see it rising very much above that for FY2019-2020. I am writing this to you to ask if the City of Brentwood ever donates any equipment to other municipalities when they purchase new equipment. One of the biggest needs we have is mowing equipment and police cars. Currently, our public works tractor and bush hog is a 1968 model and is literally held together with everything you can imagine. Our lawn-mower also has some age on it as well but hopefully, we will be able to get another couple of years out of it. The two police cars we use are 2011 and 2012 models, and as you know from your own experience, mileage and wear/tear quickly add up on older models.

Would you be so kind as to keep us in mind for potential donations if you have any equipment you may be replacing in the near future? I thank you for your time and sincerely hope that you have a great day and enjoy this beautiful sunshine.

Respectfully,

Scotty Brock  
Town Administrator  
Town of Cornersville