



**Agenda for the Regular Meeting of Board of Commissioners  
Monday, July 8, 2019 - 7:00 pm  
Brentwood City Hall**

Call to Order by Mayor

Roll Call

Invocation by Commissioner Andrews

Pledge of Allegiance to the Flag by Commissioner Dunn

Police Badge Pinning Ceremony - Captain Jimmy Campbell and Lieutenant Nick Surre

**Approval or Correction of Minutes**

June 25, 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 2019-66 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH WINDROW PHILLIPS GROUP FOR GOVERNMENT RELATIONS SERVICES, for adoption
2. Resolution 2019-67 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH S & W CONTRACTING CO., INC. FOR TRAFFIC SIGNAL REPAIR AT MOORES LANE AND MALLORY LANE INTERSECTION, for adoption

3. Resolution 2019-68 - A RESOLUTION AMENDING THE JOHN P. HOLT BRENTWOOD LIBRARY POLICY MANUAL FOR A BRENTWOOD SCHOOLS TEACHER PARAPROFESSIONALS LIBRARY PILOT PROGRAM, for adoption
4. Resolution 2019-69 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH NASHVILLE OFFICE FURNITURE FOR REPLACEMENT FURNITURE AT THE JOHN P. HOLT BRENTWOOD LIBRARY, for adoption
5. Approval to purchase Optical Time-Domain Reflectometer for fiber optic line testing
6. Approval to purchase traffic signal control cabinet with controller and malfunction management unit
7. Approval to purchase three video detection units for traffic signal control
8. Approval to purchase fourteen vehicles for the Police Department
9. Approval of authorization to refurbish and upgrade Engine 53 by EVS Mid-South

### **Old Business**

1. Other old business

### **New Business**

1. Ordinance 2019-07 - AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 78 OF THE MUNICIPAL CODE REGARDING DECORATIVE BANNERS ON PARKING LOT LIGHT POLES IN COMMERCIAL AND SERVICE INSTITUTION ZONING DISTRICTS, for consideration on first reading
2. Resolution 2019-70 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH SESSIONS PAVING FOR CONSTRUCTION OF MARYLAND FARMS GREENWAY TRAIL, for adoption
3. Resolution 2019-71 - A RESOLUTION AUTHORIZING THE TERMINATION OF AN AGREEMENT WITH CONTRACTOR SERVICES UNLIMITED, INC. FOR DEMOLITION OF THE RESIDENTIAL STRUCTURAL REMAINS AT 7 MEDALIST COURT, for adoption
4. Resolution 2019-72 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH MAC CONSTRUCTORS, LLC FOR DEMOLITION OF THE RESIDENTIAL STRUCTURAL REMAINS AT 7 MEDALIST COURT, for adoption
5. Appointment of City Commissioner to the Tree Board
6. Other new business
  - a. Notice of future appointment of one (1) member to the Parks Board (for information only)



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:** 07/08/2019

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 June 25, 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 Tuesday, June 25, 2019 at 7:00 pm at Brentwood City Hall.

Present: Mayor Rhea Little; Vice Mayor Ken Travis; Commissioner Nelson Andrews; Commissioner Anne Dunn; Commissioner Mark Gorman; Commissioner Susannah Macmillan; Commissioner Regina Smithson

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

Vice Mayor Travis led the Invocation. The Pledge of Allegiance was led by Commissioner Andrews.

#### **Public Hearing**

Public hearing on Ordinance 2019-03 - AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT

No one spoke for or against the Ordinance; therefore, the public hearing was closed.

Public hearing on Ordinance 2019-04 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

No one spoke for or against the Ordinance; therefore, the public hearing was closed.

Public hearing for proposed six-year Capital Improvements program for Fiscal Years 2020-2025

No one spoke for or against the CIP; therefore, the public hearing was closed.

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

June 10, 2019



Moved by Commissioner Mark Gorman for approval of the minutes as written, seconded by Commissioner Regina Smithson

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

### **Citizen Comments**

Ethan Slate, 3177 Thompson Road, Springfield, TN  
Don Toothman, 3177 Thompson Road, Springfield, TN  
Sarah Ross, 1936 Harpeth River Drive  
Kirsten Bynum, 1905 Harpeth River Drive  
Mary Hesselrode, 1915 Harpeth River Drive

### **Consent Agenda**

Ordinance 2019-05 - AN ORDINANCE AMENDING ORDINANCE 2018-07, THE BUDGET APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, for consideration on second and final reading

Ordinance 2019-06 - AN ORDINANCE AUTHORIZING CONVEYANCE OF THE SURPLUS WOODWAY WATER TANK PROPERTY TO GLEN W. MOSHIER AND DIANA K. MOSHIER AND AUTHORIZING THE ABANDONMENT OF UTILITY AND ACCESS ROAD EASEMENTS TO SAID PROPERTY, for consideration on second and final reading

Resolution 2019-34 - A RESOLUTION ADOPTING THE CAPITAL IMPROVEMENTS PROGRAM FOR FISCAL YEARS 2020-2025, for adoption

Resolution 2019-58 - A RESOLUTION ADOPTING THE NON-ROUTINE WORK PLAN FOR CITY DEPARTMENTS FOR FISCAL YEAR 2020 (JULY 1, 2019 - JUNE 30, 2020), for adoption

Resolution 2019-59 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH SPORTS SURFACE PROS, LLC FOR RESURFACING TENNIS COURTS AT GRANNY WHITE PARK AND CROCKETT PARK, for adoption

Resolution 2019-60 - A RESOLUTION AMENDING THE FISCAL YEAR 2019 ANNUAL PROCUREMENT OF MATERIALS AND SERVICES IN AMOUNTS EQUAL TO OR EXCEEDING \$10,000 FROM DESIGNATED VENDORS, for adoption

Resolution 2019-61 - A RESOLUTION AUTHORIZING THE ANNUAL PROCUREMENT OF MATERIALS AND SERVICES IN AMOUNTS EQUAL TO OR EXCEEDING \$10,000 FROM DESIGNATED VENDORS, for adoption

Resolution 2019-62 - A RESOLUTION ADOPTING REVISIONS TO THE CITY'S PERSONNEL RULES AND REGULATIONS, for adoption

Resolution 2019-63 - A RESOLUTION ADOPTING THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2020, for adoption

Resolution 2019-64 - A RESOLUTION AUTHORIZING A ONE-YEAR EXTENSION TO AN AGREEMENT WITH KERR BROS. & ASSOCIATES, INC. FOR PAVEMENT MARKING SERVICES DATED JULY 24, 2017, for adoption

Resolution 2019-65 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH VERTIV CORPORATION FOR MAINTENANCE SERVICES FOR UNINTERRUPTIBLE POWER SYSTEMS, for adoption

Moved by Vice Mayor Ken Travis for approval of the items on the Consent Agenda, seconded by Commissioner Susannah Macmillan

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

### **Old Business**

Ordinance 2019-03- AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT, for consideration on second and final reading

Moved by Commissioner Regina Smithson for passage of Ordinance 2019-03, seconded by Commissioner Anne Dunn

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

Moved by Commissioner Anne Dunn to amend the appropriations ordinance to allocate the educational funding as follows: \$62,400 each for Brentwood High School and Ravenwood High School, \$15,600 each for Brentwood, Sunset, and Woodland Middle Schools, and \$10,400 each for Crockett, Edmondson, Jordan, Kenrose, Lipscomb, Scales and Sunset Elementary Schools. The actual amount contributed to Sunset Elementary will be based on the enrollment percentage of Brentwood students as of August 16, seconded by Commissioner Regina Smithson

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

Moved by Commissioner Nelson Andrews to amend the appropriations ordinance to allocate the Program Services funding as follows: \$50,000 for Fifty Forward Martin Center, \$13,000 for YMCA, \$21,000 for Brentwood Ball Club, \$18,000 for Brentwood Blaze, \$3,250 for Mid-Cumberland Human Resources Agency in lieu of the City's continued membership in the National League of Cities, seconded by Commissioner Susannah Macmillan

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

Moved by Mayor Rhea Little to adjust the City Manager's salary as follows: a 1.5% adjustment to his base pay, the same as provided to all employees in the FY 2020 budget and a merit pay amount of 3% to be paid as a one-time lump sum, seconded by Vice Mayor Ken Travis

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

Ordinance 2019-04 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, for consideration on second and final reading

Moved by Vice Mayor Ken Travis for passage of Ordinance 2019-04, seconded by Commissioner Regina Smithson

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

### **New Business**

Moved by Commissioner Regina Smithson to postpone consideration of Item 1 until consideration of Item 2, seconded by Commissioner Andrews.

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

Appointment of one (1) member from the Board of Commissioners to the Library Board

Commissioner Smithson was elected by ballot to serve on the Library Board until June 30, 2021.

Appointment of City Commissioners to various board and committees

Mayor Little appointed Commissioner Dunn to the Historic Commission.

Commissioner Travis moved for Commissioner Andrews to serve on the Parks Board; seconded by Commissioner Macmillan. Approval was unanimous.

Mayor Little moved for Commissioner Travis to serve on the Planning Commission; seconded by Commissioner Dunn. Approval was unanimous.

Commissioner Gorman moved for Commissioner Macmillan to serve on the Environmental Advisory Board; seconded by Commissioner Andrews. Approval was unanimous.

Mayor Little moved for Commissioner Andrews to serve on the 50th Anniversary Steering Committee; seconded by Commissioner Macmillan. Approval was unanimous.

Mayor Little announced the following Board appointments:

Mayor's representative on the Planning Commission – Carol Crigger  
Metropolitan Planning Organization (MPO), Regional Transportation Authority (RTA)  
and Greater Nashville Regional Council (GNRC) – Mayor Little  
Williamson County Economic Development Council – Mayor Little

Appointment by Mayor of two (2) members to the Planning Commission

Michael Kaplan and Preston Bain were appointed to serve a three (3) year term expiring on June 30, 2022.

Vice Mayor Travis moved to defer the Tree Board appointment to the July 8, 2019 meeting; seconded by Commissioner Andrews. Approval was unanimous.

With no further business, the meeting adjourned at 8:44 pm.

APPROVED \_\_\_\_\_

A handwritten signature in dark ink, appearing to read "Holly Earls", written over a horizontal line.

Holly Earls, City Recorder

**Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Resolution 2019-66 - Authorizing Agreement with Windrow Phillips Group for Government Relations Services

**Submitted by:** Kristen Corn, Legal

**Department:** Legal

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**Information**

**Subject**

Resolution 2019-66 - Agreement with Windrow Phillips Group for Government Relations Services

**Background**

In 2017 and 2018, the City engaged the Windrow Phillips Group to represent the City's position on issues (including, but not limited to, short-term rental and public records legislation) throughout the legislative sessions. Staff is now requesting approval to engage Windrow Phillips again for the year ahead. The accompanying proposal provides that the firm's services to the City would include any matters that affect the City at the State level.

If trends of the last few years continue, legislation that removes municipal powers or otherwise adversely affects cities will proliferate. Having daily representation at the General Assembly provides the City with access to legislators at crucial moments, along with better insights into the maneuvering that takes place both publicly and behind the scenes. While the Tennessee Municipal League provides representation for all of its member cities, Windrow Phillips will be focused on Brentwood's specific positions and needs. At the same time, Windrow Phillips also represents a coalition of other Tennessee cities with interests that are often similar to Brentwood's, including Alcoa, Franklin, Gatlinburg, Goodlettsville, Johnson City, Kingsport, Maryville, Oak Ridge and Pigeon Forge.

The renewal proposal from Windrow Phillips also provides that its services will include assistance with issues that may arise with the various departments of the State or the Governor's Office. The cost of the firm's services to the City will be \$36,000, which is an increase (\$6,000) from the two prior years. Additionally, the City will pay \$450 to register three representatives of the firm as lobbyists for the City. These costs are budgeted in the Legal Department's operating budget for the 2019-20 fiscal year.

The proposal and engagement letter from Windrow Phillips are attached. Please advise the City Manager or City Attorney if you have any questions.

### **Staff Recommendation**

Staff recommends approval of Resolution 2019-66 authorizing acceptance of the proposal from the Windrow Phillips Group.

### **Previous Commission Action**

On July 24, 2017, the Board of Commissioners approved an engagement agreement with Windrow Phillips for the 2018 legislative session.

On July 9, 2018, the Board of Commissioners approved an engagement agreement with Windrow Phillips for the 2019 legislative session.

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### **Fiscal Impact**

**Amount :** \$36,000

**Source of Funds:** General Fund

**Account Number:** 110-41520-82520

**Fiscal Impact:**

Funding for these services is included in the Legal Department's operating budget for the 2019-20 fiscal year.

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### **Attachments**

Resolution 2019-66

COB Contract No. 2019-072

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**RESOLUTION 2019-66**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND THE WINDROW PHILLIPS GROUP FOR GOVERNMENT  
RELATIONS 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 a license agreement by and between the City of Brentwood and the Windrow Phillips Group for government relations 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

\_\_\_\_\_  
Rhea E. Little, III

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

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

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

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



June 17, 2019

Mayor Rhea Little  
Mayor  
City of Brentwood, TN  
5211 Maryland Way  
Brentwood, TN 37027

Mr. Kirk Bednar  
Brentwood City Manger  
5211 Maryland Way  
Brentwood, TN 37027

Dear Mayor Little and Mr. Bednar,

Thank you for giving us the opportunity to continue representing the City of Brentwood for state government relations work in Tennessee for 2019-2020.

The terms of our agreement are outlined below:

The agreement with the City will begin July 1, 2019 through June 30, 2020.

The City of Brentwood will pay an annual fee of \$36,000 to the Windrow Phillips Group for its services during the contract period.

The annual fee will be divided into twelve equal monthly payments in the amount of \$3,000.

The Tennessee Ethics Commission will assess the Windrow Phillips Group a registration fee of \$150 per person in connection with representation of the City of Brentwood. The fees for Anna Durham Windrow, Joe May and Kirsten Rogers, who are registered to lobby for the City, will be billed separately to the City (outside of the contract amount) by the Windrow Phillips Group. The total reimbursement to us by the City of registration fees paid to the State will total \$450.



On behalf of the Windrow Phillips Group, I want you to know how much we enjoy this representation and believe that your mission as a well-run municipal government is important to the health of the entire State. All of us look forward to working with you again during the City's upcoming fiscal year.

If the terms of this agreement are acceptable to you please sign, date and return this engagement letter.

Thanks so much.

Sincerely,

A handwritten signature in blue ink, reading "Anna Durham Windrow". The signature is fluid and cursive, with a long horizontal stroke at the end.

Anna Durham Windrow  
Windrow Phillips Group

AGREED TO AND ACCEPTED:

City of Brentwood, Tennessee

By: \_\_\_\_\_  
Mayor Rhea Little

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

## **Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Resolution 2019-67 - Requesting Approval of Contract with S & W Contracting for Traffic Signal Pole Repair at Moores Lane and Mallory Lane

**Submitted by:** Todd Hoppenstedt, Public Works

**Department:** Public Works

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### **Information**

#### **Subject**

Resolution 2019-67 - Approval of Contract for Traffic Signal Repair Project at Moores Lane (SR441) and Mallory Lane, with S&W Contracting Company, Inc.

#### **Background**

On November 21, 2018, a motorist struck the mast arm pole on the southeast corner of Moore's Lane and Mallory Lane. The pole did not come down altogether; it remained standing and fully functional after the impact. However, the City had the mast arm inspected for safety, which was done in December of 2018. A licensed professional engineer recommended that the mast arm/pole be replaced due to it being structurally compromised as a result of the collision. A formal design plan had to be prepared for this project since the mast arm/pole currently in place is now obsolete, which means there must be an upgrade in size. Additionally, the larger pole will require a larger foundation which will have to be relocated slightly due to other utility conflicts in the ground.

The Traffic Signal Repair Project was competitively bid with three bids received at the bid opening on June 20, 2019. S&W Contracting Company, Inc. bid \$34,800.00, Stansell Electric Company, Inc. bid \$45,525.00, and Davis H. Elliot Co., Inc. bid \$52,960. All bids include delivery of materials, removal of existing materials, and all ancillary work to ensure full and proper function of the signal once mounted on the new mast arm/pole.

Staff recommends that the City Commission approve the attached contract for the Traffic Signal Repair Project at Moore's Lane and Mallory Lane with S&W Contracting Company, Inc of Murfreesboro, Tennessee in the amount of \$34,800.00. S&W has completed a number of signal projects for the city successfully.

This entire project is expected to be fully reimbursed through the at-fault driver's insurance company, Liberty Mutual.

Please direct any questions to the Public Works Director.

**Staff Recommendation**

Staff recommends that the City Commission approve the contract with S&W Contracting Company, Inc of Murfreesboro, Tennessee in the amount of \$34,800.00.

**Previous Commission Action**

No previous Commission action on this item.

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**Fiscal Impact**

**Amount :** \$34,800.00

**Source of Funds:** N/A

**Account Number:**

**Fiscal Impact:**

The cost of this work will be reimbursed via private insurance recovery.

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**Attachments**

Resolution 2019-67

COB Contract No. 2019-058

Bid Documents

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**RESOLUTION 2019-67**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND S & W CONTRACTING CO., INC. FOR TRAFFIC SIGNAL  
REPAIR AT MOORES LANE AND MALLORY LANE INTERSECTION, 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 a license agreement by and between the City of Brentwood and S & W Contracting Co., Inc. for traffic signal repair at Moores Lane and Mallory Lane intersection, 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

\_\_\_\_\_  
Rhea E. Little, III

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

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

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

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

### **CONTRACT FOR INSTALLATION OF TRAFFIC SIGNAL**

THIS CONTRACT is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Brentwood, Tennessee, a municipal corporation, hereinafter called the "City" and S&W Contracting Co., Inc., hereinafter called the "Contractor".

#### **1. SCOPE AND COST OF THIS CONTRACT**

The Contractor shall be responsible for installation of the Traffic Signal Repair Project at the intersection of Moore's Lane (SR 441) and Mallory Lane. The work to be done consists of furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services specified in the "Project Manual for the Traffic Signal Repair Project at the intersection of Moore's Lane (SR 441) and Mallory Lane" (hereinafter called the "Project Manual") prepared by RG Phillips Consulting, LLC in strict accordance with the terms and provisions of this Contract. Such work shall be performed at a cost of: \$34,800.00 (the "Contract Price"), as set forth in the Bid Form submitted by Contractor.

#### **2. CONTRACT DOCUMENTS**

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Bid Form and Bid Form Worksheet submitted by Contractor, all material contained in the Project Manual, and all specifications, schedules, plans and drawings included or referred to in the Project Manual.

#### **3. CITY'S REPRESENTATIVE**

Wherever in this Contract the term the "City's Representative" is used, it shall mean the person designated by the City to represent the City in overseeing the completion of the work to be done under this Contract.

#### **4. CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has, by its examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and special conditions, and all other matters which can in any way affect the work under the Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

## **5. INTENT OF PLANS AND SPECIFICATIONS**

All work that may be called for in the specifications shall be executed and furnished by the Contractor, and should any work or material be required which is not denoted in the specifications, the Contractor shall do such work and furnish such materials at the unit bid price where a unit bid is applicable, or where the work and material is not covered by a unit price, the Contractor shall be required to do work as hereinafter specified under "Unclassified Work."

## **6. PERMITS**

Permits of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor. Permits for permanent structures or permanent changes in existing facilities shall be secured by the City.

## **7. PROTECTION**

Whenever the local conditions, laws or ordinances require, the Contractor shall furnish and maintain, at its own expense and cost, necessary passageways, guard fences and lights, and such facilities and means of protection as may be required to provide safe conditions at all times.

## **8. RIGHTS OF VARIOUS INTERESTS**

Wherever work being done by City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City's Representative to secure the completion of the various portions of the work in general harmony.

## **9. CONSENT TO TRANSFER**

The Contractor shall NOT assign or transfer this Contract or any part thereof (except for the delivery of material) without consent of the City, given in writing. Such consent does not release or relieve the Contractor from any of its obligations and liabilities under this Contract.

## **10. SITE SUPERVISION**

The Contractor shall constantly supervise all the work embraced in this Contract in person or by a duly authorized manager acceptable to the City.

## **11. TIMELY DEMAND FOR INSTRUCTIONS**

The Contractor shall provide reasonable and necessary opportunities and facilities for review of all phases of work covered by this Contract. The Contractor shall not proceed until it has made timely demand upon the City's Representative for, and has received from him, such instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such instructions. The Contractor shall furnish City's Representative from its force, sufficient and competent help for any field work in connection with the project which City's Representative may require.

## **12. PLANS AND DETAILS**

The Contractor shall check the contract documents and in the event that errors are detected herein, shall immediately advise City's Representative of such errors. The City's Representative is responsible for supplying corrected information in a timely manner.

## **13. REPORT ERRORS AND DISCREPANCIES**

If the Contractor, in the course of the work, finds any discrepancy between the contract documents and the physical conditions of the locality or any errors or omissions in plans or in the layout as given by said instructions, it shall be the Contractor's duty to immediately inform the City's Representative, in writing. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

## **14. INSPECTIONS**

All work and materials shall be open to the inspection, acceptance and rejection of City's Representative or his duly authorized representative at all times. The Contractor shall give City's Representative reasonable notice before starting any new work, and shall provide reasonable and necessary facilities for inspection, even to the extent of taking out portions of finished work.

## **15. DEFECTIVE WORK OR MATERIALS**

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill this Contract as herein prescribed and in the specifications attached hereto. Any defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the City's Representative and accepted or estimated for payment. If the work or any part thereof shall be found defective before the final acceptance of the work, the Contractor shall forthwith make good such defect, without additional compensation, in a manner satisfactory to the City's Representative, and if any materials brought upon the ground for use in the work or selected for same shall be rejected by City's Representative as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove them from the site. If the Contractor shall fail to replace such defective work or materials after reasonable notice, the City's Representative may cause such defective work or materials to be replaced and the expense thereof shall be paid by the Contractor or may, at the City's option, be deducted from the amount to be paid the Contractor.

## **16. INDEMNITY**

The Contractor shall indemnify, protect and save harmless City, its Representative, its engineer and their officers and agents, from all suits or claims of every name or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under the Contract or extensions of or additions thereto, whether caused by negligence or not, or in consequence of any negligence in guarding the same, or by or on account of any improper materials used in its construction or by or on account of any accident or of any acts of omission of the Contractor, its servants or agents; and the Contractor further agrees that so much of the money due to it under this Contract as shall be

considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

#### **17. BOND REQUIREMENTS**

Prior to commencing work under this Contract, the Contractor agrees to furnish a Performance Bond and a Labor and Material Bond with good and sufficient surety or sureties acceptable to the City, conditioned upon the Contractor's full completion of the work and prompt payments to the persons supplying labor, material, or supplies to any subcontractors in the performance of the work under this Contract and any amendment or extension thereof. The Bonds may be in the form of a surety bond, or letter of credit, in a form acceptable to the City Manager, from a financial institution which maintains a local office within the City of Brentwood. If in the form of a surety bond, the Bonds shall be provided by a surety or sureties with an "A-" or better rating according to A.M. Best Company.

#### **18. RISK**

The Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes until acceptance by the City's Representative.

#### **19. ORDER AND DISCIPLINE**

The Contractor shall at all times enforce strict discipline and good order among its employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to him, or who the City's Representative may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the City's Representative and shall not again be employed on the work without the City's written consent.

#### **20. CLEAN UP (COMPLETION OF WORK)**

On completion of the work, or any part thereof, all surplus material, temporary structures built by the Contractor, and/or debris resulting from construction or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. No special payment will be made for the removal of debris, its cost and value being covered by the price paid for the construction and materials. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized and cleaning up of the project site is finished.

#### **21. AUTHORITY OF CITY'S REPRESENTATIVE**

The City's Representative shall have the authority to reject or condemn all work or materials or installation methods which do not conform to this Contract; to direct application of forces to any portion of the work which, in his judgment, requires it; to order forces increased or diminished, and to decide questions which arise between the parties relative to the execution of the work.



## **22. UNCLASSIFIED WORK**

In case any additional related work shall be required to be furnished which is not specified in the Contract Documents, which is, in the opinion of the City's Representative, not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will, if ordered by the City's Representative, do and perform such work and furnish such materials as may be required. If possible, an agreement as to the cost and payment for said additional work will be reached and agreed upon by the City's Representative and Contractor. In the event of failure to reach such satisfactory agreement, the Contractor may be ordered by the City to proceed with such work and furnish such materials on a cost plus basis, on which basis the Contractor shall receive the cost of any materials which it may be required to purchase plus ten (10%) percent and the cost of any labor which he may be required to supply plus twenty (20%) percent. The ten (10%) percent and twenty (20%) percent of such net costs are for profit, the use of the plant, tools, superintendence, overhead costs, and all other expense incidental to the performance of such work and the furnishing of such materials, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the performance of any work or the furnishing of any materials which in part or in whole is, in the opinion of the City's Representative, susceptible of classification under the Schedule of Unit Prices.

In case any work or material is required to be done or furnished under the provisions of this article for cost plus ten (10%) percent and twenty (20%) percent as stipulated above, the Contractor shall, at the end of each day during the process thereof, furnish to the City's Representative daily time slips showing the name and/or number of each workman employed thereon, the character of work its workmen are doing, and the wage paid or to be paid to him; and also a daily memorandum of the materials delivered on the work showing the amount and character of such materials, from whom purchased, and the amount paid or to be paid therefore. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials and the price actually paid therefore. Such daily time slips and memoranda shall not, however, be binding upon the City and, if any question or dispute shall arise as to the correct cost of such work or material, the determination of City's Representative upon such question of dispute shall be final and conclusive.

## **23. CHANGES**

The City's Representative shall have the right to increase or diminish the quantities stipulated in any item, eliminate all of any item or items, or add to or decrease contract quantities, as long as such additions, deletions or extra work not of a type specified in any items do not increase or diminish the amount of the Contract Price more than twenty (20%) percent. No payments shall be made for any quantities for items not actually installed, regardless of quantities shown on the bid sheet. Changes which increase or decrease the Contract Price more than twenty (20%) percent shall require an amendment to this Contract. If any changes diminish the quantity of work to be done more than the above specified percentage, they shall not constitute a claim for damages or for loss of profits on the work to be dispensed with.

#### **24. SUSPENSION OF WORK**

Should the City's Representative deem it necessary to suspend operations on the work due to severity of the weather, he may notify the Contractor in writing to suspend operations on the entire project or any part thereof. The Contractor shall on not less than ten (10) days notice again resume the work if ordered to do so by the City's Representative. The City's Representative shall also reserve the right to suspend operations for any reason that he may deem necessary for a period not longer than ten (10) days at any one time. Shall such a suspension be deemed necessary by the City, the Contractor shall have no claim for damage due to such suspension.

#### **25. EXPEDITING WORK**

(a) Correcting imperfections: If the City's Representative shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Representative shall have the power, and it shall be his duty to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

(b) Annulment: In such case the City may give the Contractor forty-eight (48) hours written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due the Contractor under this Contract; and may terminate the employment of the Contractor under this Contract and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to the Contractor, but if such cost exceeds such unpaid balance the Contractor shall pay the difference to the City.

(c) City may do part of work: Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the City shall have the alternative right, instead of assuming charge of the entire work, to place additional forces, tools, equipment, and materials on parts of the work for purpose of carrying on such parts of the work, and the costs incurred by the City in carrying on such parts of the work shall be payable by the Contractor and deducted from the Contract Price to be paid the Contractor.

(d) Performance bond: In addition to or in lieu of the above remedies, the City may pursue its rights under the performance bond required herein.

#### **26. PAYMENT TO CONTRACTOR**

The Contractor shall submit invoices on or before the tenth (10th) day of the month following the date of substantial completion. The City shall pay to the Contractor ninety-five percent (95%) of the verified totals for the work completed within thirty (30) days after the receipt of the invoice.

After final inspection by the City's Representative and Acceptance by the City, the City shall pay

to the Contractor the full amount due under this Contract. All prior estimates, upon which partial payments have been made being merely estimates, shall be subject to adjustment in the final certification. Before final payment is made, the Contractor shall show to the City satisfactory evidence that all just liens, claims and demands of its employees or from parties from whom material used in the construction of the work may have been purchased have been duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands.

## **27. ACCEPTANCE**

The work shall be inspected for acceptance by the City's Representative within ten (10) days upon receipt of notice in writing from the Contractor that the work is ready for such inspection.

## **28. INSURANCE**

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under Workers Compensation acts and from any other demands for personal injury, including deaths or property damage, which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance, naming the City as an additional insured, shall be filed with the City Attorney and shall be subject to his approval for adequacy of protection.

The amounts of such insurance shall be as follows:

General Liability in an amount not less than \$1,000,000 per occurrence.

Automobile Liability in an amount not less than \$1,000,000 per occurrence.

Workers Compensation insurance as required by state law.

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. Contractor acknowledges that the City is not liable for the safety, security or condition of the Contractor's equipment or materials.

## **29. TIME AND RESPONSIBILITIES**

The work under this Contract shall be supervised by the City, and the Contractor shall be responsible to the City as well as to the City's Representative for the proper execution of said Contract. The Contractor shall commence the work as directed by the City's Representative after Contract signing, and shall complete the work according to the Contract plans and specifications by the specified date indicated under Information for Bidders.

### **30. LIQUIDATED DAMAGES**

(A.) CONTRACTOR and CITY recognize that time is of the essence of this Agreement. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY \$250.00 for each day that expires after the time specified in the Instructions to Bidders contained in the Project Manual, until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining work within the specified time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY \$250.00 for each day that expires after the specified time until the work is completed and ready for final payment.

(B.) CITY shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to CONTRACTOR, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of the Contract within the time stipulated.

### **31. GUARANTEE**

The Contractor shall guarantee all materials, equipment, and workmanship against defects for one (1) year from the date of acceptance of the material. Any failure of materials during this period shall be replaced by Contractor at no additional cost to the City.

### **32. COMPLIANCE WITH THE LAW**

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

### **33. ANTIDISCRIMINATION**

The Contractor, in performing the work 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.

### **34. TERMINATION OF CONTRACT FOR CAUSE**

If, though any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, surveys, drawings, maps, 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.

### **35. GOVERNING LAW**

Notwithstanding any other terms to the contrary in this Contract or in any documents made a part of this Contract, the parties agree that any dispute or default arising from this Contract shall be governed by the laws of the State of Tennessee, and each party agrees to submit to the

jurisdiction and venue of the courts of Williamson County, Tennessee, or the federal district court of the Middle District of Tennessee.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the date first written above.

**CITY:**

**CONTRACTOR:**

CITY OF BRENTWOOD, TENNESSEE

S&W Contracting Co., Inc.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Rhea E. Little, III, Mayor City of Brentwood

TITLE: \_\_\_\_\_

PURSUANT TO RESOLUTION 2019-67

Approved as to form and legality:

\_\_\_\_\_  
Kristen Corn, City Attorney



**CITY OF BRENTWOOD**  
**PROJECT MANUAL**

**TRAFFIC SIGNAL REPAIR PROJECT**  
**MOORES LANE (S.R. 441)**  
**AND**  
**MALLORY LANE**

**PREPARED BY:**



**RGPHILLIPS**  
**CONSULTING**  
TRAFFIC ENGINEERING & TRANSPORTATION PLANNING

**MAY 2019**

**PROJECT MANUAL**  
**TRAFFIC SIGNAL REPAIR**  
**MOORE'S LANE (SR 441) AND MALLORY LANE**  
**BRENTWOOD, TENNESSEE**

**PREPARED FOR:**  
**City of Brentwood, Tennessee**  
**P.O. Box 788**  
**Brentwood, Tennessee 37024-0788**



**PREPARED BY:**  
**RG Phillips Consulting, LLC**  
**Richard G. Phillips, P.E.**  
**106 Mission Court, Suite 301**  
**Franklin, TN 37067**  
**(615) 719-7826 Office (866) 390-4142 Fax**  
**Email: richphillips@rgphillips.net**



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**INVITATION TO BID**

The City of Brentwood is seeking sealed bids for installation of a traffic signal repair project at the intersection of Moores Lane (SR 441) and Mallory Lane.

Bids will be received by the City of Brentwood, 5211 Maryland Way, P.O. Box 788, Brentwood, Tennessee 37024-0788 (ATTN: Todd Hoppenstedt, Public Works Director) until **2:00 p.m., local time, on Thursday, June 20, 2019** at which time said bids will be publicly opened.

For additional information or a copy of the construction plans and project manual, contact Martin Yates at (615) 371-0080.

The City of Brentwood reserves the right to reject any and/or all bids, to waive any irregularities or informalities in a bid, and to accept any bid, which, in its opinion, may be for the best interest of the City.

*Williamson*

Publication date: Sunday, June 2, 2019

### **INFORMATION FOR BIDDERS**

1. The purpose of this project is to perform a permanent repair for the traffic signal at the intersection of Moores Lane (SR 441) and Mallory Lane in Brentwood, Tennessee per the construction plans prepared by RG Phillips Consulting on behalf of the City of Brentwood.
2. Sealed bids are to be addressed to Todd Hoppenstedt, Public Works Director, City of Brentwood, P.O. Box 788, Brentwood, Tennessee, 37024-0788 until 2:00 p.m. CST, Thursday, June 20, 2019, and at that time and place will be publicly opened.
3. Bidders are advised to visit the site, and to carefully examine the plans and specifications for the project. Each bidder must make his own appraisal of the cost of labor and equipment necessary to complete the work.
4. The bid must be submitted upon the Bid Form attached hereto, both in writing and in figures, in ink. The Bid Form must be signed by a duly authorized officer of the bidder and must show the bidder's address. The bidder shall also give the price for the items of the work required on the Bid Form Worksheet attached hereto for the purpose of establishing costs for additional work not included in the base bid.
5. References in summary form to identify skill and experience shall be submitted with the bid.
6. Each bidder shall provide a resume, showing sufficient evidence that the bidder has the necessary capital, credit line, material, equipment, and facilities to perform the work covered by the proposed Contract.
7. Bids may be withdrawn at any time prior to the hour of opening bids, but no bids may be withdrawn after the time for opening bids is past.
8. Bid security in the amount of five percent (5%) of the bid is required and must accompany the bid upon submittal, pledging that the bidder will honor the bid and will, if the bid is accepted by the City of Brentwood, furnish bonds covering faithful performance and payment of obligations arising there from. (See Contract, section 17.) Should the bidder refuse to honor the bid and furnish performance, labor, and material payment bonds, the amount of the bid security shall be forfeited to the City of Brentwood as liquidated damages. The bid security shall be payable to the City of Brentwood, and shall be in the form of a surety bond or certified or cashier's check. If in the form of a surety bond, the issuing surety company shall be licensed to do business in the State of Tennessee and shall have an "A-" or better rating from the A.M. Best Company. The City of Brentwood shall have the right to retain the bid security until either (a) the specified time has elapsed so that bids have expired, or (b) all bids have been rejected.
9. Each bidder must be familiar with all laws, ordinances and regulations, whether federal,

state, city or other governmental agency, which by reason of being neglected or violated may affect the work contemplated, and must secure and pay the fees required for any permits which may be necessary.

10. The right is reserved to reject any or all bids or waive any informality in any bid and to accept any bid considered by the City to be, on the whole, in the best interest of the City.
11. The City expects the selected bidder to begin work on the project within 15 working days after given notice to proceed, and to perform in an expeditious and professional manner with the highest quality materials and workmanship. The contract duration will last 210 calendar days.
12. The bidder shall be a Licensed Contractor in the State of Tennessee and comply with any and all applicable provisions of Tennessee Code Annotated, Title 62, Chapter 6; and shall clearly state its name, license classification, license number and license expiration date on the exterior of the bid envelope. ANY BID WHICH DOES NOT INCLUDE THE REQUIRED INFORMATION ON THE BID ENVELOPE WILL NOT BE OPENED, AND WILL BE RETURNED TO THE BIDDER.
13. Upon acceptance of a bid by the City, the bidder shall submit a performance bond and labor and material payment bond as required by Section 17 of the enclosed Contract and a certificate of insurance as required by Section 28 of the Contract.
14. State law requires that bids include completion of the Drug-Free Workplace Affidavit.
15. Bids shall expire sixty (60) days after the bid opening, provided that a bidder may, upon the request of the City, extend its bid beyond such expiration.
16. The bid process and the award of a contract are subject to the City's purchasing regulations, as contained in section 2-209 of the Brentwood Municipal Code, and the bid protest policy, adopted pursuant to Resolution 2011-19. For additional information, contact Holly Earls, City Recorder, at 615-371-0060.

**BID FORM**

CITY OF BRENTWOOD  
P.O. BOX 788  
BRENTWOOD, TN 37024-0788

**RE: Moores Lane (SR 441) and Mallory Lane  
Traffic Signal Repair Project**

Dear Mr. Hoppenstedt:

In compliance with your invitation to bid for the permanent repair of the traffic signal at the intersection of Moores Lane (SR 441) and Mallory Lane in Brentwood, Tennessee, having examined the project plans and written specifications and being familiar with all conditions surrounding the maintenance of the project, including the availability of materials and labor, we hereby propose to furnish all labor, materials and supplies in accordance with the contract documents, plans, and specifications as prepared by RG Phillips Consulting, LLC within the time period stated in the INFORMATION FOR BIDDERS for the prices stated below.

We accept the right of the City to accept any bid, to reject any or all bids, and to waive any informality in bidding.

After award of the contract, we will begin work within 15 working days.

**BASE BID AMOUNT:** The Base Bid includes all labor, equipment, and materials to perform the construction installation outlined in the drawings and specifications.

Thirty Four Thousand Eight Hundred Dollars (\$ 34,800.00 )

**BID BREAKDOWN:** Unit prices shall be given for all components necessary to complete the project. A completed Bid Form Worksheet provided in this manual with the Bid Package is included.

BID FORM WORKSHEET						
TRAFFIC SIGNAL REPAIR PROJECT						
MOORES LANE (SR 441) AND MALLORY LANE						
ITEM NO. <sup>(1)</sup>	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	EXTENSION (FIGURES)	EXTENSION (WORDS)
712-01	TRAFFIC CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00	\$ Twenty Five Hundred No cents
730-01.01	REMOVE & RELOCATE EXISTING TRAFFIC SIGNAL EQUIPMENT	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ One Thousand Dollars No cents
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ One Thousand Dollars No cents
730-01.04	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 1,000.00	\$ 1,000.00	\$ One Thousand Dollars No cents
730-01.07	REMOVAL OF CONCRETE BASE	EACH	1	\$ 500.00	\$ 500.00	\$ Five Hundred Dollars No cents
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	2	\$ 700.00	\$ 1,400.00	\$ Fourteen Hundred Dollars No cents
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	1	\$ 1,200.00	\$ 1,200.00	\$ Twelve Hundred Dollars No cents
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	1	\$ 500.00	\$ 500.00	\$ Five Hundred Dollars No cents
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	150	\$ 2.00	\$ 300.00	\$ Three Hundred Dollars No cents
730-08.10	SIGNAL CABLE - (VIDEO)	L.F.	100	\$ 3.00	\$ 300.00	\$ Three Hundred Dollars No cents
730-12.03	CONDUIT 3" DIAMETER (PVC)	L.F.	50	\$ 20.00	\$ 1,000.00	\$ One Thousand Dollars No cents
730-23.36	CANTILEVER SIGNAL SUPPORT (60' MAST ARM)	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ Two Thousand Dollars No cents
730-24.03	FOUNDATION - CANTILEVER SIGNAL SUPPORT	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ Four Thousand Dollars No cents
TOTAL BASE BID (FIGURES): \$ 34,800.00						
TOTAL BASE BID (WORDS): \$ Thirty Four Thousand Eight Hundred Dollars No cents						

<sup>(1)</sup> SEE PLANS FOR NOTES AND FOOTNOTES REGARDING APPLICABLE BID ITEM DETAILS AND CONDITIONS.

**DRUG FREE WORKPLACE AFFIDAVIT**

STATE OF TENNESSEE  
COUNTY OF Rutherford

DRUG-FREE WORKPLACE  
AFFIDAVIT OF PRIME BIDDER

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

1. He She is the principal officer for S&W Contracting Co., Inc.  
{"the bidding entity"}
2. That the bidding entity has submitted a bid to City of Brentwood, Tennessee, for the Traffic Signal Repair Project at the intersection of Moore's Lane (SR 441) and Mallory Lane.
4. The 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 the requirements at least as stringent as those of the program operated by the City of Brentwood, as included in these specifications. See attached "Drug and Alcohol Testing Requirements".
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

[Signature]  
AFFIANT

SUBSCRIBED AND SWORN TO before me this 19<sup>th</sup> day of JUNE, 2019.

[Signature]  
NOTARY PUBLIC



My commission expires: 1-25-20

### **DRUG AND ALCOHOL TESTING REQUIREMENTS**

Pursuant to *Tennessee Code Annotated* §§ 50-9-113<sup>(1)</sup> 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 below.

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:

<b>TYPE OF TESTING</b>	<b>DRUG TESTING</b>	<b>ALCOHOL TESTING</b>
Pre-Employment	CDL <sup>(2)</sup> , 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

More information concerning the City's drug and alcohol testing program may be obtained from the Human Resources Department at (615) 371-0060.

<sup>(1)</sup> T.C.A. §§ 50-9-113 applies to employers with no less than five employees.

<sup>(2)</sup> CDL – Commercial Driver's License



## 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.

Richie Bolin  
Signature

06/20/19  
Date

Richie Bolin  
Printed Name

President  
Title

S&W Contracting Co., Inc.  
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).



### **CONTRACT FOR INSTALLATION OF TRAFFIC SIGNAL**

THIS CONTRACT is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Brentwood, Tennessee, a municipal corporation, hereinafter called the "City" and \_\_\_\_\_, hereinafter called the "Contractor".

#### **1. SCOPE AND COST OF THIS CONTRACT**

The Contractor shall be responsible for installation of the Traffic Signal Repair Project at the intersection of Moores Lane (SR 441) and Mallory Lane. The work to be done consists of furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services specified in the "Project Manual for the Traffic Signal Repair Project at the intersection of Moores Lane (SR 441) and Mallory Lane" (hereinafter called the "Project Manual") prepared by RG Phillips Consulting, LLC in strict accordance with the terms and provisions of this Contract. Such work shall be performed at a cost of:

\$\_\_\_\_\_ (the "Contract Price"), as set forth in the Bid Form submitted by Contractor.

#### **2. CONTRACT DOCUMENTS**

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Bid Form and Bid Form Worksheet submitted by Contractor, all material contained in the Project Manual, and all specifications, schedules, plans and drawings included or referred to in the Project Manual.

#### **3. CITY'S REPRESENTATIVE**

Wherever in this Contract the term the "City's Representative" is used, it shall mean the person designated by the City to represent the City in overseeing the completion of the work to be done under this Contract.

#### **4. CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has, by its examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and special conditions, and all other matters which can in any way affect the work under the Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

## **5. INTENT OF PLANS AND SPECIFICATIONS**

All work that may be called for in the specifications shall be executed and furnished by the Contractor, and should any work or material be required which is not denoted in the specifications, the Contractor shall do such work and furnish such materials at the unit bid price where a unit bid is applicable, or where the work and material is not covered by a unit price, the Contractor shall be required to do work as hereinafter specified under "Unclassified Work."

## **6. PERMITS**

Permits of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor. Permits for permanent structures or permanent changes in existing facilities shall be secured by the City.

## **7. PROTECTION**

Whenever the local conditions, laws or ordinances require, the Contractor shall furnish and maintain, at its own expense and cost, necessary passageways, guard fences and lights, and such facilities and means of protection as may be required to provide safe conditions at all times.

## **8. RIGHTS OF VARIOUS INTERESTS**

Wherever work being done by City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City's Representative to secure the completion of the various portions of the work in general harmony.

## **9. CONSENT TO TRANSFER**

The Contractor shall NOT assign or transfer this Contract or any part thereof (except for the delivery of material) without consent of the City, given in writing. Such consent does not release or relieve the Contractor from any of its obligations and liabilities under this Contract.

## **10. SITE SUPERVISION**

The Contractor shall constantly supervise all the work embraced in this Contract in person or by a duly authorized manager acceptable to the City.

## **11. TIMELY DEMAND FOR INSTRUCTIONS**

The Contractor shall provide reasonable and necessary opportunities and facilities for review of all phases of work covered by this Contract. The Contractor shall not proceed until it has made timely demand upon the City's Representative for, and has received from him, such instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such instructions. The Contractor shall furnish City's Representative from its force, sufficient and competent help for any field work in connection with the project which City's Representative may require.

## **12. PLANS AND DETAILS**

The Contractor shall check the contract documents and in the event that errors are detected herein, shall immediately advise City's Representative of such errors. The City's Representative is responsible for supplying corrected information in a timely manner.

## **13. REPORT ERRORS AND DISCREPANCIES**

If the Contractor, in the course of the work, finds any discrepancy between the contract documents and the physical conditions of the locality or any errors or omissions in plans or in the layout as given by said instructions, it shall be the Contractor's duty to immediately inform the City's Representative, in writing. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

## **14. INSPECTIONS**

All work and materials shall be open to the inspection, acceptance and rejection of City's Representative or his duly authorized representative at all times. The Contractor shall give City's Representative reasonable notice before starting any new work, and shall provide reasonable and necessary facilities for inspection, even to the extent of taking out portions of finished work.

## **15. DEFECTIVE WORK OR MATERIALS**

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill this Contract as herein prescribed and in the specifications attached hereto. Any defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the City's Representative and accepted or estimated for payment. If the work or any part thereof shall be found defective before the final acceptance of the work, the Contractor shall forthwith make good such defect, without additional compensation, in a manner satisfactory to the City's Representative, and if any materials brought upon the ground for use in the work or selected for same shall be rejected by City's Representative as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove them from the site. If the Contractor shall fail to replace such defective work or materials after reasonable notice, the City's Representative may cause such defective work or materials to be replaced and the expense thereof shall be paid by the Contractor or may, at the City's option, be deducted from the amount to be paid the Contractor.

## **16. INDEMNITY**

The Contractor shall indemnify, protect and save harmless City, its Representative, its engineer and their officers and agents, from all suits or claims of every name or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under the Contract or extensions of or additions thereto, whether caused by negligence or not, or in consequence of any negligence in guarding the same, or by or on account of any improper materials used in its construction or by or on account of any accident or of any acts of omission of the Contractor, its servants or agents; and the Contractor further agrees that so much of the money due to it under this Contract as shall be

considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

#### **17. BOND REQUIREMENTS**

Prior to commencing work under this Contract, the Contractor agrees to furnish a Performance Bond and a Labor and Material Bond with good and sufficient surety or sureties acceptable to the City, conditioned upon the Contractor's full completion of the work and prompt payments to the persons supplying labor, material, or supplies to any subcontractors in the performance of the work under this Contract and any amendment or extension thereof. The Bonds may be in the form of a surety bond, or letter of credit, in a form acceptable to the City Manager, from a financial institution which maintains a local office within the City of Brentwood. If in the form of a surety bond, the Bonds shall be provided by a surety or sureties with an "A-" or better rating according to A.M. Best Company.

#### **18. RISK**

The Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes until acceptance by the City's Representative.

#### **19. ORDER AND DISCIPLINE**

The Contractor shall at all times enforce strict discipline and good order among its employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to him, or who the City's Representative may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the City's Representative and shall not again be employed on the work without the City's written consent.

#### **20. CLEAN UP (COMPLETION OF WORK)**

On completion of the work, or any part thereof, all surplus material, temporary structures built by the Contractor, and/or debris resulting from construction or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. No special payment will be made for the removal of debris, its cost and value being covered by the price paid for the construction and materials. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized and cleaning up of the project site is finished.

#### **21. AUTHORITY OF CITY'S REPRESENTATIVE**

The City's Representative shall have the authority to reject or condemn all work or materials or installation methods which do not conform to this Contract; to direct application of forces to any portion of the work which, in his judgment, requires it; to order forces increased or diminished, and to decide questions which arise between the parties relative to the execution of the work.

## **22. UNCLASSIFIED WORK**

In case any additional related work shall be required to be furnished which is not specified in the Contract Documents, which is, in the opinion of the City's Representative, not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will, if ordered by the City's Representative, do and perform such work and furnish such materials as may be required. If possible, an agreement as to the cost and payment for said additional work will be reached and agreed upon by the City's Representative and Contractor. In the event of failure to reach such satisfactory agreement, the Contractor may be ordered by the City to proceed with such work and furnish such materials on a cost plus basis, on which basis the Contractor shall receive the cost of any materials which it may be required to purchase plus ten (10%) percent and the cost of any labor which he may be required to supply plus twenty (20%) percent. The ten (10%) percent and twenty (20%) percent of such net costs are for profit, the use of the plant, tools, superintendence, overhead costs, and all other expense incidental to the performance of such work and the furnishing of such materials, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the performance of any work or the furnishing of any materials which in part or in whole is, in the opinion of the City's Representative, susceptible of classification under the Schedule of Unit Prices.

In case any work or material is required to be done or furnished under the provisions of this article for cost plus ten (10%) percent and twenty (20%) percent as stipulated above, the Contractor shall, at the end of each day during the process thereof, furnish to the City's Representative daily time slips showing the name and/or number of each workman employed thereon, the character of work its workmen are doing, and the wage paid or to be paid to him; and also a daily memorandum of the materials delivered on the work showing the amount and character of such materials, from whom purchased, and the amount paid or to be paid therefore. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials and the price actually paid therefore. Such daily time slips and memoranda shall not, however, be binding upon the City and, if any question or dispute shall arise as to the correct cost of such work or material, the determination of City's Representative upon such question of dispute shall be final and conclusive.

## **23. CHANGES**

The City's Representative shall have the right to increase or diminish the quantities stipulated in any item, eliminate all of any item or items, or add to or decrease contract quantities, as long as such additions, deletions or extra work not of a type specified in any items do not increase or diminish the amount of the Contract Price more than twenty (20%) percent. No payments shall be made for any quantities for items not actually installed, regardless of quantities shown on the bid sheet. Changes which increase or decrease the Contract Price more than twenty (20%) percent shall require an amendment to this Contract. If any changes diminish the quantity of work to be done more than the above specified percentage, they shall not constitute a claim for damages or for loss of profits on the work to be dispensed with.

## **24. SUSPENSION OF WORK**

Should the City's Representative deem it necessary to suspend operations on the work due to severity of the weather, he may notify the Contractor in writing to suspend operations on the entire project or any part thereof. The Contractor shall on not less than ten (10) days notice again resume the work if ordered to do so by the City's Representative. The City's Representative shall also reserve the right to suspend operations for any reason that he may deem necessary for a period not longer than ten (10) days at any one time. Shall such a suspension be deemed necessary by the City, the Contractor shall have no claim for damage due to such suspension.

## **25. EXPEDITING WORK**

(a) Correcting imperfections: If the City's Representative shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Representative shall have the power, and it shall be his duty to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

(b) Annulment: In such case the City may give the Contractor forty-eight (48) hours written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due the Contractor under this Contract; and may terminate the employment of the Contractor under this Contract and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to the Contractor, but if such cost exceeds such unpaid balance the Contractor shall pay the difference to the City.

(c) City may do part of work: Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the City shall have the alternative right, instead of assuming charge of the entire work, to place additional forces, tools, equipment, and materials on parts of the work for purpose of carrying on such parts of the work, and the costs incurred by the City in carrying on such parts of the work shall be payable by the Contractor and deducted from the Contract Price to be paid the Contractor.

(d) Performance bond: In addition to or in lieu of the above remedies, the City may pursue its rights under the performance bond required herein.

## **26. PAYMENT TO CONTRACTOR**

The Contractor shall submit invoices on or before the tenth (10th) day of the month following the date of substantial completion. The City shall pay to the Contractor ninety-five percent (95%) of the verified totals for the work completed within thirty (30) days after the receipt of the invoice.

After final inspection by the City's Representative and Acceptance by the City, the City shall pay

to the Contractor the full amount due under this Contract. All prior estimates, upon which partial payments have been made being merely estimates, shall be subject to adjustment in the final certification. Before final payment is made, the Contractor shall show to the City satisfactory evidence that all just liens, claims and demands of its employees or from parties from whom material used in the construction of the work may have been purchased have been duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands.

## **27. ACCEPTANCE**

The work shall be inspected for acceptance by the City's Representative within ten (10) days upon receipt of notice in writing from the Contractor that the work is ready for such inspection.

## **28. INSURANCE**

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under Workers Compensation acts and from any other demands for personal injury, including deaths or property damage, which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance, naming the City as an additional insured, shall be filed with the City Attorney and shall be subject to his approval for adequacy of protection.

The amounts of such insurance shall be as follows:

General Liability in an amount not less than \$1,000,000 per occurrence.

Automobile Liability in an amount not less than \$1,000,000 per occurrence.

Workers Compensation insurance as required by state law.

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. Contractor acknowledges that the City is not liable for the safety, security or condition of the Contractor's equipment or materials.

## **29. TIME AND RESPONSIBILITIES**

The work under this Contract shall be supervised by the City, and the Contractor shall be responsible to the City as well as to the City's Representative for the proper execution of said Contract. The Contractor shall commence the work as directed by the City's Representative after Contract signing, and shall complete the work according to the Contract plans and specifications by the specified date indicated under Information for Bidders.

### **30. LIQUIDATED DAMAGES**

(A.) CONTRACTOR and CITY recognize that time is of the essence of this Agreement. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY \$250.00 for each day that expires after the time specified in the Instructions to Bidders contained in the Project Manual, until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining work within the specified time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY \$250.00 for each day that expires after the specified time until the work is completed and ready for final payment.

(B.) CITY shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to CONTRACTOR, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of the Contract within the time stipulated.

### **31. GUARANTEE**

The Contractor shall guarantee all materials, equipment, and workmanship against defects for one (1) year from the date of acceptance of the material. Any failure of materials during this period shall be replaced by Contractor at no additional cost to the City.

### **32. COMPLIANCE WITH THE LAW**

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

### **33. ANTIDISCRIMINATION**

The Contractor, in performing the work 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.

### **34. TERMINATION OF CONTRACT FOR CAUSE**

If, though any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, surveys, drawings, maps, 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.

### **35. GOVERNING LAW**

Notwithstanding any other terms to the contrary in this Contract or in any documents made a part of this Contract, the parties agree that any dispute or default arising from this Contract shall be governed by the laws of the State of Tennessee, and each party agrees to submit to the



jurisdiction and venue of the courts of Williamson County, Tennessee, or the federal district court of the Middle District of Tennessee.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the date first written above.

**CITY:**

**CONTRACTOR:**

CITY OF BRENTWOOD, TENNESSEE

(Name of Contractor)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Jill Burgin, Mayor City of Brentwood

TITLE: \_\_\_\_\_

PURSUANT TO RESOLUTION 20\_\_\_\_ - \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Kristen Corn, City Attorney

GENERAL

1. THE CONTRACTOR SHALL BE RESPONSIBLE TOWARD THE SAFETY AND CONVENIENCE OF THE GENERAL PUBLIC AND RESIDENTS ALONG THE PROPOSED CONSTRUCTION AREA. NOTHING CONTAINED IN THE GENERAL NOTES OR SPECIAL PROVISIONS SHALL RELIEVE THE CONTRACTOR FROM THESE RESPONSIBILITIES.
2. ALL CONSTRUCTION, EQUIPMENT, AND INSTALLATION PROCEDURES SHALL COMPLY WITH THE CURRENT EDITION OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, UNLESS OTHERWISE NOTED.
3. ALL TRAFFIC SIGNAL AND SIGN INSTALLATION PROCEDURES AND EQUIPMENT SHALL CONFORM TO THE STANDARDS SET FORTH IN THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
4. ANY SIGNAL HEADS VISIBLE TO DRIVERS BUT NOT OPERATIONAL SHALL BE COMPLETELY COVERED.

UTILITIES

5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY. SOME UTILITIES CAN BE LOCATED BY CALLING THE TENNESSEE ONE CALL SYSTEM INC., AT 1-800-351-1111.
6. THE SIGNAL INSTALLATION SHALL MEET THE NATIONAL ELECTRICAL SAFETY CODE AND LOCAL UTILITY REQUIREMENTS FOR CLEARANCES AND ATTACHMENT HEIGHTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE LOCAL UTILITIES FOR ANY ADJUSTMENT OF RELOCATION WORK REQUIRED.
7. THE CONTRACTOR WILL PROVIDE ALL NECESSARY MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT. THE COST OF PROTECTING UTILITIES FROM DAMAGE AND FURNISHING SPECIAL EQUIPMENT WILL BE AN INCIDENTAL COST TO BE INCLUDED IN THE PRICE BID FOR THE OVERALL PROJECT.
8. PRIOR TO SUBMITTING THEIR BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY LOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. THE CONTRACTOR SHALL COORDINATE WITH AFFECTED UTILITY OWNERS DURING CONSTRUCTION AS SOME WORK MAY BE REQUIRED NEAR UTILITY FACILITIES THAT WILL REMAIN IN PLACE, WHILE OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS.

9. THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS. ELECTRICAL CONNECTIONS SHALL BE COORDINATED WITH THE APPROPRIATE LOCAL UTILITY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE LOCAL UTILITIES FOR ANY "MAKE READY" WORK REQUIRED. THE CONTRACTOR SHALL INCLUDE COST OF "MAKE READY" WORK, IF ANY, IN THE BID.

#### TRAFFIC SIGNAL POLES

11. THE PROPOSED LOCATIONS OF THE SIGNAL SUPPORT POLE(S), AS SHOWN ON THESE PLANS, ARE APPROXIMATE. SOME FIELD ADJUSTMENTS MAY BE REQUIRED IN ORDER TO AVOID CONFLICT WITH EITHER OVERHEAD OR UNDERGROUND UTILITIES. PROPER CLEARANCES BETWEEN SIGNAL POLES/CABLES AND EXISTING UTILITY LINES SHALL BE MAINTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING AND STAKING THE OPTIMUM LOCATIONS FOR THESE POLES AND FOR RECEIVING APPROVAL FROM THE CITY OF BRENTWOOD AND THE APPROPRIATE UTILITIES BEFORE INSTALLATION BEGINS. THE ENGINEER SHALL BE ADVISED BY THE CONTRACTOR OF ANY FIELD ADJUSTMENT TO POLE LOCATION TO VERIFY THAT THEY ARE ADVISABLE. PROPER ROADSIDE CLEAR ZONES SHALL BE OBSERVED.
12. SHAFTS FOR FOOTING(S) SHALL BE DRILLED THROUGH FIRM, UNDISTURBED, UNSATURATED SOIL AND SHALL BE VISUALLY INSPECTED BY THE ENGINEER OR ENGINEERING REPRESENTATIVE PRIOR TO PLACEMENT OF REINFORCEMENT. THE ENGINEER OR ENGINEERING REPRESENTATIVE SHALL BE ADVISED BY THE CONTRACTOR OF ANY GROUND WATER OR LOOSE SOIL ENCOUNTERED DURING DRILLING. FOOTINGS SHALL COMPLY WITH TDOT STANDARD DRAWING T-SG-10.
13. THE REPLACEMENT TRAFFIC SIGNAL SUPPORT POLE(S) SHALL BE SMOOTH, ROUND, TAPERED, STEEL STRAIN POLE(S) WITH CANTILEVERED MAST ARM. MULTI-SIDED POLE(S) SHALL NOT BE ACCEPTED. THE REPLACEMENT TRAFFIC SIGNAL SUPPORT POLE(S) SHALL, AT A MINIMUM, BE DESIGNED TO THE STANDARD OF THE EXISTING INTERSECTION, AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS (2001, 4TH EDITION).
14. THE CONTRACTOR AND/OR THE POLE FABRICATOR SHALL DETERMINE THE SIZE OF ALL STEEL SIGNAL SUPPORT POLE(S) AND FOUNDATION(S). SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER AND TO THE CITY OF BRENTWOOD FOR REVIEW AND APPROVAL PRIOR TO ORDERING. FOUNDATION(S) ARE TO CONFORM TO TDOT STANDARD DRAWINGS.
15. NEW TRAFFIC SIGNAL SUPPORT POLE(S) SHALL BE POWDER COATED PRIOR TO INSTALLATION WITH A BLACK GLOSS COLOR. THE POLES SHALL BE INSTALLED IN GOOD CONDITION WITHOUT VISIBLE DEFECTS. IN THE EVENT OF MINOR DAMAGE TO THE FINISH OF THE POLE, THE CONTRACTOR SHALL "TOUCH UP" THE POLE TO THE SATISFACTION OF THE OWNER (CITY OF BRENTWOOD).
16. THE FOUNDATION(S) FOR SIGNAL POLES AND THE CONTROLLER CABINET SHALL HAVE ONE SPARE TWO (2) INCH CONDUIT STUB-OUT INSTALLED PARALLEL TO THE ROADWAY. NO GROUT SHALL BE PLACED AT THE BASE OF THE STEEL POLE BETWEEN THE POLE BASE AND FOUNDATION. BASE OF POLE SHALL REMAIN OPEN TO PERMIT DRAINAGE AND AIR CIRCULATION.

#### SIGNAL HEADS (VEHICULAR)

17. THE SIGNAL HEADS, VISORS, AND BACKPLATES SHALL BE BLACK IN COLOR. ALL SIGNAL HEADS SHALL HAVE A SINGLE PIECE, VACUUM-FORMED, PLASTIC, LOUVERED BACKPLATE. ALL SIGNAL HEADS SHALL BE LED TYPE IN ACCORDANCE WITH TDOT AND CITY OF BRENTWOOD STANDARDS AND SPECIFICATIONS.

#### VIDEO DETECTION

18. THE CONTRACTOR SHALL REINSTALL THE EXISTING ECONOLITE AUTOSCOPE ENCORE CAMERA ON THE REPLACEMENT TRAFFIC MAST ARM. THE CONTRACTOR SHALL CONFIGURE THE VIDEO DETECTION, AS SHOWN AND AS NOTED ON THE PLANS.
19. VIDEO LEAD-IN CABLE SHALL BE CONTINUOUS LENGTH RUN FROM THE CAMERA TO THE TERMINATION POINT IN THE CABINET. SPLICES OF THE VIDEO CABLE SHALL NOT BE PERMITTED. THE VIDEO CABLE SHALL CONSIST OF THREE CONDUCTORS 18 AWG WITH AN OVERALL UV-RESISTANT LOW DENSITY POLYETHYLENE JACKET.

#### SIGNAL CABINET

20. THE EXISTING PAD MOUNTED TRAFFIC SIGNAL CABINET SHALL REMAIN IN PLACE. THE CONTRACTOR SHALL MODIFY THE COMPONENTS INSTALLED IN THE CABINET, AS SHOWN AND AS NOTED ON THE PLANS, TO PROVIDE A COMPLETE AND FULLY FUNCTIONAL TRAFFIC SIGNAL.

#### CONDUIT

21. ALL CONDUITS SHALL BE SCHEDULE 80 PVC UNLESS OTHERWISE NOTED. A PULL STRING IS TO BE PROVIDED IN EACH CONDUIT FROM JUNCTION TO JUNCTION. CONDUIT RUNS, EXCEPT AT PULL BOXES, SHALL BE LAID A MINIMUM DEPTH OF 24 INCHES BELOW FINISHED GRADE AND SHALL COMPLY WITH TDOT STANDARDS FOR TRENCHING DETAILS AND CONDUIT PLACEMENT AS INDICATED IN T-SG-2.
22. THE CONTRACTOR SHALL SEAL ALL OPEN CONDUIT ENTRANCE HOLES, WITH OR WITHOUT CABLES, WITH CONDUIT DUCT SEAL PUTTY. WHERE CABLES ENTER THE CONDUIT, THE SEALANT SHALL BE APPLIED AFTER INSTALLING THE CABLES. THESE LOCATIONS SHALL CONSIST OF CONDUIT ENDS AND PULL-BOXES, CABINET BASES AND WEATHER HEADS.
23. ALL OPEN CUTS AND TRENCH REPAIRS SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE CURRENT STANDARDS OF TDOT AND THE CITY OF BRENTWOOD.

#### ELECTRICAL SERVICE

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ELECTRICAL SERVICE TO THE SITE.

#### OVERHEAD STREET NAME SIGNS

25. THE CONTRACTOR SHALL RE-INSTALL OVERHEAD STREET NAME SIGN(S) RELATED TO THIS REPAIR PROJECT.

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EMERGENCY VEHICLE PRE-EMPTION

26. THE CONTRACTOR SHALL REMOVE THE EXISTING SOUND ACTIVATED EMERGENCY PRE-EMPTION SYSTEM (SONEM) ON THE EXISTING TRAFFIC POLE. THE SONEM RECEPTOR SHALL BE CONSIDERED A SALVAGED ITEM TO BE PROVIDED TO THE CITY OF BRENTWOOD.

SUBMITTALS AND CONSTRUCTION

27. THE CONTRACTOR IS REQUIRED TO ATTEND A PRE-CONSTRUCTION MEETING WITH THE CITY OF BRENTWOOD PRIOR TO THE COMMENCEMENT OF WORK ON THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE CITY OF BRENTWOOD A MINIMUM OF 24 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITY ON-SITE. CONTACT MARTIN YATES AT 615-371-0080.
28. THE CONTRACTOR SHALL SUBMIT A MATERIAL LIST TO THE CITY OF BRENTWOOD FOR REVIEW AND APPROVAL PRIOR TO THE START OF CONSTRUCTION. SHOP DRAWINGS SHALL ALSO BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO ORDERING EQUIPMENT AND MATERIALS.

TEMPORARY TRAFFIC CONTROL

29. ADVANCE WARNING SIGNS SHALL BE DISPLAYED NO MORE THAN 48 HOURS BEFORE PHYSICAL CONSTRUCTION BEGINS. SIGNS MAY BE ERECTED UP TO ONE WEEK BEFORE NEEDED IF THE SIGN FACE IS FULLY COVERED. IF THE CONTRACTOR MOVES OFF THE PROJECT, THE CONTRACTOR SHALL COVER OR REMOVE ALL UN-NEEDED SIGNS, AS DIRECTED BY THE ENGINEER. COST OF REMOVAL, COVERING, AND RE-INSTALLING SIGNS SHALL BE INCIDENTAL TO THE CONTRACT AND SHALL NOT BE MEASURED AND PAID FOR SEPARATELY. LONG TERM, BUT SPORADIC USE OF A WARNING SIGN, SUCH AS A FLAGGER SIGN, MAY REMAIN IN PLACE WHEN NOT REQUIRED, PROVIDED THE SIGN FACE IS FULLY COVERED. TRAFFIC CONTROL DEVICES SHALL NOT BE ERECTED OR DISPLAYED UNLESS RELATED CONDITIONS ARE PRESENT NECESSITATING WARNING.
30. THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK ANY VEHICLES OR CONSTRUCTION EQUIPMENT DURING PERIODS OF INACTIVITY WITHIN THIRTY (30) FEET OF THE EDGE OF THE PAVEMENT WHEN THE LANE IS OPEN TO TRAFFIC UNLESS PROTECTED BY GUARDRAIL, BRIDGE RAIL, AND/OR BARRIERS INSTALLED FOR OTHER PURPOSES. PRIVATELY OWNED VEHICLES SHALL NOT BE ALLOWED TO PARK WITHIN THIRTY (30) FEET OF AN OPEN TO TRAFFIC LANE AT ANY TIME UNLESS PROTECTED AS DESCRIBED ABOVE. WHERE THERE IS INSUFFICIENT RIGHT-OF-WAY TO PROVIDE FOR THIS 30 FOOT SETBACK, THE CONTRACTOR SHALL DETERMINE THE ALTERNATE LOCATIONS AND REQUEST THE ENGINEERS APPROVAL TO USE THEM.
31. ALL TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CURRENT EDITION OF THE MUTCD AND SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF BRENTWOOD.

# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

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

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
6200 S. GILMORE ROAD  
FAIRFIELD, OHIO 45014-5141

**OWNER** (Name, legal status and address):

City of Brentwood  
PO Box 788  
Brentwood, TN 37024-0788

**BOND AMOUNT:**

Five Percent, 5% of bid

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

**PROJECT** (Name, location or address, and Project number, if any):

Traffic Signal Repair Project  
Moores Lane (S.R. 441) and Mallory Lane

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

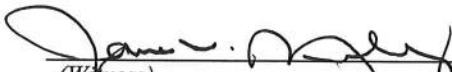
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements 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.

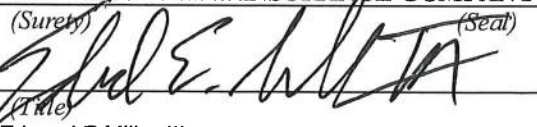
Signed and sealed this 18th day of June, 2019

  
(Witness)

  
(Principal)  
President  
(Title)



  
(Witness)

**THE CINCINNATI INSURANCE COMPANY**  
(Surety)  
  
(Title)  
Edward E Miller III



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 Souviron;  
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. Jett*

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 18<sup>th</sup> day of June, 2019



*Scott R. Bolan*

Secretary

## **Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Resolution 2019-68 - Teacher Paraprofessional Library Card Pilot Program

**Submitted by:** Susan Earl, Library

**Department:** Library

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### **Information**

#### **Subject**

Resolution 2019-68 - Amendment to the John P. Holt Brentwood Library Policy Manual for a Library pilot program that offers a library card for Teacher Paraprofessionals (also known as teacher assistants and teacher aides) from Brentwood schools.

#### **Background**

In 2013, the Library established a free teacher card for the teachers who work in public and private schools in Williamson County as part of the Library's educational role in the community and as another way to support our families. Since establishing this teacher card, there have been requests for teacher paraprofessional cards. Teacher paraprofessionals work with children in classroom activities, tutoring, and gathering information for the teachers.

At the August 2018 Library Board meeting, the Library Board recommended as a pilot program issuing free library cards to Teacher paraprofessionals in public and private schools in Brentwood. The card would be issued only to the individual and would be restricted to school use only. The Library Board believes this is a further way to serve the students in Brentwood with no direct financial burden to the City. The paraprofessionals would have the same privileges as a resident library cardholder, and they would be responsible for the same fines and fees for materials they checked out. The Library Board had proposed that the pilot program begin upon Commission approval and run through the school year ending in May 2019. However, since the Commission approval was after the Brentwood School Committee's previously scheduled visits to the schools, it was difficult to receive school permission to visit the schools again. As a result, the staff did not have a sufficient number of teacher paraprofessional library card memberships during the 2018-19 school year to make a recommendation to the Library Board regarding continuation of the program.

Thus, the Library Board proposed that the pilot program be extended through the school year ending in May 2020. The Board would then evaluate the program and make a recommendation to the Commission about its permanency. The Brentwood School Committee will set up their regular school visits in late July through August. We expect this will yield sufficient data for the Library Board to make a recommendation to the City



Commission.

**Staff Recommendation**

It is the recommendation of staff to amend the John P. Holt Brentwood Library Policy Manual to include a Teacher Paraprofessional Library Card pilot program for the 2019-20 school Year.

**Previous Commission Action**

The City Commission approved amendment to the 2013-14 Policy Manual under section II Operational Guidelines/B.Operational Procedures/2. Library Cards/d. on June 10, 2013, regarding free Library cards for school teachers. The Commission approved the same pilot program intended for 2018-19 school year on September 10, 2018 (Resolution 2018-74).

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**Fiscal Impact**

**Attachments**

Resolution 2019-68  
Policy Manual Amendment

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**RESOLUTION 2019-68**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AMENDING THE  
JOHN P. HOLT BRENTWOOD LIBRARY POLICY MANUAL FOR A BRENTWOOD  
SCHOOLS TEACHER PARAPROFESSIONALS LIBRARY PILOT PROGRAM**

**WHEREAS**, the John P. Holt Brentwood Library operates pursuant to policies set forth in an official policy manual; and

**WHEREAS**, the Board of Commissioners has previously adopted revisions to the Library Policy Manual, pursuant to Resolution 2018-95; and

**WHEREAS**, the Brentwood Library Board has proposed an amendment to the Library Policy Manual for a Library pilot program that offers a library card for Teacher Paraprofessionals from Brentwood schools.

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

**SECTION 1.** That the John P. Holt Brentwood Library Policy Manual is hereby revised by adopting the amendments shown on Attachment A hereto.

**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

\_\_\_\_\_  
Rhea E. Little, III

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

*Approved as to form:*

\_\_\_\_\_  
CITY RECORDER

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

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

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



## POLICY MANUAL

### II. OPERATIONAL GUIDELINES

#### B. Operational Procedures

##### 2. Library Cards

d. Educators who are actively employed in certified positions at public and private schools in Williamson County should present current Tennessee teaching certificate and pay stub, or the official Library verification form signed by the school principal to qualify for a free Library card. No additional family members may be added to the account. For the school year 2019-2020 Teacher Paraprofessionals (also known as Teacher Assistants and Teacher Aides) who are actively employed at public and private schools in Brentwood should present current pay stub and official Library verification form signed by the school principal to qualify for a free Library card. No additional family members may be added to the account.

**Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Resolution 2019-69 - Office Furniture for Circulation and Technical Services Workspaces

**Submitted by:** Susan Earl, Library

**Department:** Library

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**Information**

**Subject**

Resolution 2019-69 - Replacement of Office Furniture for Two Library Workrooms

**Background**

The original portion of the John P. Holt Brentwood Library building will be 21 years old this September. Over this time, modifications have been made to the way certain operations are staffed, and the workflow within those areas has been adjusted accordingly. In the Technical Services and Circulation workrooms, changes are needed to the existing furniture to make those spaces more efficient, and in the case of Technical Services, to also improve workplace safety. The necessity of these types of improvements was noted in the Library's Strategic Plan, adopted in 2015.

Unlike the existing workstations in Technical Services, proposed new furniture will be designed to allow staff to see across the room, specifically to the staff entrance where deliveries are accepted. In Circulation, the furniture will be designed to improve workflow and improve adaptability during seasonal volume increases, such as during the Summer Reading Program.

The project would be coordinated by Cushman-Wakefield, the City's property management firm, with delivery and installation cost included in the purchase price. A total of \$36,000 was included within Library's approved FY 2020 operating budget for this purpose.

Similar to the purchase of the meeting room tables in FY 2019, the City will utilize The Interlocal Purchasing System ("TIPS"), a joint purchasing cooperative approved last year by the City Commission. The use of a joint purchasing cooperative such as TIPS meets the competitive bidding requirements of state law and the City's purchasing ordinance.

### **Staff Recommendation**

The staff has purposely met with different office vendors in the area, but Nashville Office Interiors was the best price and can stay within the budget. Staff purposely selected furniture that was functional and easier to move in case another configuration was necessary to meet the needs of the community. Staff recommends the purchase.

### **Previous Commission Action**

The City Commission approved the City's participation in the TIPS purchasing consortium via Resolution 2019-09 on January 14, 2019.

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### **Fiscal Impact**

**Amount :** \$31,855.80

**Source of Funds:** General Fund

**Account Number:** 110-44800-89565

#### **Fiscal Impact:**

A total of \$36,000 was budgeted for this purpose in the Library's adopted FY 2020 operating budget. Funding was originally included in the R/M Buildings line, but will be moved to the Fixtures and Furniture line as a more appropriate source for this expenditure.

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### **Attachments**

Resolution 2019-69

Contract No. 2019-077

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**RESOLUTION 2019-69**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND NASHVILLE OFFICE FURNITURE FOR OFFICE FURNITURE  
REPLACEMENT AT THE JOHN P. HOLT BRENTWOOD LIBRARY, 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 Nashville Office Furniture for office furniture replacement at the John P. Holt Brentwood Library, 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

\_\_\_\_\_  
Rhea E. Little, III

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

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

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

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



901 South 5th Street • Nashville, TN 37213  
 Phone: 615-244-0117 • Fax: 615-244-4447  
[www.NashvilleOfficeFurniture.com](http://www.NashvilleOfficeFurniture.com)

Susan Earl  
 Brentwood Library  
 8109 Concord Rd  
 Brentwood, TN 37027  
 (615) 371-0090  
[susan.earl@brentwoodtn.gov](mailto:susan.earl@brentwoodtn.gov)

Susan Earl  
 Brentwood Library  
 8109 Concord Rd  
 Brentwood, TN 37027  
 (615) 371-0090  
[susan.earl@brentwoodtn.gov](mailto:susan.earl@brentwoodtn.gov)

**Date:** 6/18/2019

**Valid Until:** 7/8/2019

**Rep:** Jacob Tippets






**Project Manager** Jennifer Patterson

**S. Q. #**

Line #	Part Number	Qty	Sell	Ext Sell
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## CIRCULATION PRIVATE OFFICE

1	<b>STA-REMAN</b>	60" WALL TRACK	3	\$16.74	\$50.22
2	<b>STA-REMAN</b>	30 X 15.5 TACKBOARD - AO2	1	\$41.44	\$41.44
3	<b>STA-REMAN</b>	36 X 15.5 TACKBOARD - AO2	1	\$44.05	\$44.05
4	<b>STA-REMAN</b>	30" TOOL BAR WITH BRACKETS	1	\$24.34	\$24.34
5	<b>STA-REMAN</b>	36" TOOL BAR WITH BRACKETS	1	\$26.24	\$26.24
6	<b>STA-REMAN</b>	FLAT PAPER TRAY	2	\$17.69	\$35.38

Line #	Part Number			Qty	Sell	Ext Sell
7	STA-REMAN		VERTICAL SINGLE TRAY - BINDER HOLDER	2	\$17.69	\$35.38
8	STA-REMAN		DIAGONAL TRAY (3 SLOTS)	2	\$23.69	\$47.38
9	PL166		Full pedestal B/B/F	1	\$185.77	\$185.77
10	PL175		<div>Laminate Selection Handle Color Selection</div> <div>NEWPORT G NICKEL</div> <div>LAM: Newport Gray FIN: Nickel Handle</div>	1	\$189.62	\$189.62
11	PL197		<div>Laminate Selection Handle Color Selection</div> <div>NEWPORT G NICKEL</div> <div>LAM: Newport Gray FIN: Nickel Handle</div>	1	\$96.54	\$96.54
12	PL102		<div>Laminate Selection Grommet Color Selection</div> <div>NEWPORT G SILVER</div> <div>LAM: Newport Gray FIN: Silver</div>	1	\$161.54	\$161.54
13	PL111		<div>Laminate Selection Grommet Color Selection</div> <div>NEWPORT G SILVER</div> <div>LAM: Newport Gray FIN: Silver</div>	1	\$145.00	\$145.00
SUBTOTAL						\$1,082.90

## CIRCULATION STATIONS




Line #	Part Number		Qty	Sell	Ext Sell
14	<b>STA-REMAN</b>	47 X 36 FABRIC N/P PANEL	8	\$177.13	\$1,417.04
15	<b>STA-REMAN</b>	47 X 48 FABRIC PWR PANEL	6	\$253.95	\$1,523.70
16	<b>STA-REMAN</b>	47 2-WAY CONNECTOR	4	\$62.99	\$251.96
17	<b>STA-REMAN</b>	47 3-WAY CONNECTOR	4	\$66.46	\$265.84
18	<b>STA-REMAN</b>	47 END CAP KIT	8	\$61.59	\$492.72
19	<b>STA-REMAN</b>	60" WALL TRACK	5	\$16.74	\$83.70
20	<b>STA-REMAN</b>	BASE FEED ( 6' ) - LEFT	2	\$78.33	\$156.66
21	<b>STA-REMAN</b>	OUTLET CIR I - EACH "A"	6	\$6.95	\$41.70
22	<b>STA-REMAN</b>	OUTLET CIR II - EACH "B"	6	\$6.95	\$41.70
23	<b>STA-REMAN</b>	48" STD SHELF KIT	3	\$67.65	\$202.95

Line #	Part Number		Qty	Sell	Ext Sell
24	<b>STA-REMAN</b>	48" FLIPPER DOOR	3	\$125.04	\$375.12
25	<b>STA-REMAN</b>	TASKLIGHT	3	\$80.54	\$241.62
26	<b>STA-REMAN</b>	36 X 9 TACKBOARD - AO2	7	\$44.05	\$308.35
27	<b>STA-REMAN</b>	48 X 15.5 TACKBOARD - AO2	3	\$50.05	\$150.15
28	<b>STA-REMAN</b>	BOX/BOX/FILE PEDESTAL	1	\$175.93	\$175.93
29	<b>STA-REMAN</b>	FILE/FILE PEDESTAL	4	\$175.93	\$703.72
30	<b>STA-REMAN</b>	MOBILE PEDASTOOL WITH CUSHION TOPS	3	\$297.05	\$891.15
31	<b>STA-REMAN</b>	24 X 48 WORKSURFACE	8	\$145.87	\$1,166.96
32	<b>STA-REMAN</b>	24 X 54 WORKSURFACE	2	\$175.40	\$350.80
33	<b>STA-REMAN</b>	24 X 66 WORKSURFACE	1	\$205.57	\$205.57




Line #	Part Number		Qty	Sell	Ext Sell
34	<b>STA-REMAN</b>	36 X 66 WORKSURFACE	3	\$212.39	\$637.17
35	<b>STA-REMAN</b>	FLAT BRACKET	4	\$11.36	\$45.44
36	<b>STA-REMAN</b>	PAIR OF CANTILEVER	9	\$32.87	\$295.83
37	<b>STA-REMAN</b>	LARGE END PANEL	7	\$135.04	\$945.28
38	<b>STA-REMAN</b>	MODESTY PANEL	2	\$135.04	\$270.08
39	<b>STA-REMAN</b>	Tackboard: CF Stinson Retrograde 63777 Aquamarine, Mobile Ped Cushion: Architex Brook 95219	1	\$0.00	\$0.00
40	<b>STA-REMAN</b>	Tackboard: Architex Brook 95219, Mobile Ped Cushion: Architex Brook 95219	1	\$0.00	\$0.00
41	<b>STA-REMAN</b>	Tackboard: CF Stinson Penelope 64798 Stream, Mobile Ped Cushion: Guildford Of Maine Azure 050 Underground 2967	1	\$0.00	\$0.00
42	<b>STA-REMAN</b>	Tackboard: Guildford Of Maine Azure 050 Underground 2967, Mobile Ped Cushion: Designtex Bead 3883-402	1	\$0.00	\$0.00
43	<b>STA-REMAN</b>	Tackboard: Architex Brook 95219, Mobile Ped Cushion:A nzea Metro 1078-03	1	\$0.00	\$0.00

Line #	Part Number		Qty	Sell	Ext Sell
44	<b>STA-REMAN</b>	Tackboard: CF Stinson Retrograde 63777 Aquamarine, Mobile Ped Cushion:Anzea Metro 1078-03	1	\$0.00	\$0.00
45	<b>STA-REMAN</b>	Tackboard: Architex Brook 95219, Mobile Ped Cushion:C F Stinson Penelope 64798 Stream	1	\$0.00	\$0.00
46	<b>STA-REMAN</b>	Tackboard: Guildford Of Maine Azure 050 Underground 2967, Mobile Ped Cushion: Designtex Bead 3883-402	1	\$0.00	\$0.00
47	<b>STA-REMAN</b>	Tackboard: CF Stinson Penelope 64798 Stream, Mobile Ped Cushion: Guildford Of Maine Azure 050 Underground 2967	1	\$0.00	\$0.00
48	<b>STA-REMAN</b>	Tackboard: Anzea Metro 1078-03, Mobile Ped Cushion: CF Stinson Retrograde 63777 Aquamarine	1	\$0.00	\$0.00
49	<b>STA-REMAN</b>	Tackboard: Designtex Bead 3883-402, Mobile Ped Cushion: Guildford Of Maine Azure 050 Underground 2967	1	\$0.00	\$0.00
50	<b>STA-REMAN</b>	Panel Fabric: CF Stinson Aerie AIE 66 Frosted	1	\$0.00	\$0.00
51	<b>STA-REMAN</b>	Paint: Light Grey	1	\$0.00	\$0.00
<b>SUBTOTAL</b>					\$11,241.14

## TECH. SERVICES DUAL OFFICE 112






52	<b>PL20440H</b>	 Wall-Mounted Storage 71"W x 15"D x 17"H	2	\$234.23	\$468.46
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Laminate Selection      NEWPORT G      LAM: Newport Grav

Line #	Part Number		Qty	Sell	Ext Sell
53	<b>PL44LD_CD</b>	 Set of 2 Laminate Doors for PL144OH Open Hutch & PL208OH Wall Mounted Open Storage (Center doors)	2	\$20.38	\$40.76
		Laminate Selection NEWPORT G LAM: Newport Grav			
54	<b>PL44LD_OD</b>	 Set of 2 Laminate Doors for PL144OH Open Hutch (Outside doors)	2	\$20.38	\$40.76
		Laminate Selection NEWPORT G LAM: Newport Grav			
55	<b>PL145L</b>	 Return reversible, 48"w x 24"D Left	2	\$120.77	\$241.54
		Laminate Selection NEWPORT G LAM: Newport Grav			
		Grommet Color Selection SILVER FIN: Silver			
56	<b>PL143</b>	 Credenza Shell 71"W x 24"D	2	\$149.23	\$298.46
		Laminate Selection NEWPORT G LAM: Newport Grav			
		Grommet Color Selection SILVER FIN: Silver			
57	<b>PL166</b>	 Full pedestal B/B/F	2	\$185.77	\$371.54
		Laminate Selection NEWPORT G LAM: Newport Grav			
		Handle Color Selection NICKEL FIN: Nickel Handle			
<b>SUBTOTAL</b>					\$1,461.52

## TECH. SERVICES PRIVATE OFFICE 114

58	<b>STA-REMAN</b>	36 X 15.5 TACKBOARD - AO2	2	\$44.05	\$88.10
59	<b>STA-REMAN</b>	60" WALL TRACK	3	\$16.74	\$50.22
60	<b>STA-REMAN</b>	VERTICAL SINGLE TRAY - BINDER HOLDER	2	\$17.69	\$35.38

Line #	Part Number			Qty	Sell	Ext Sell
61	STA-REMAN		DIAGONAL TRAY (3 SLOTS)	2	\$23.69	\$47.38
62	STA-REMAN		FLAT PAPER TRAY	2	\$17.69	\$35.38
63	PL166		Full pedestal B/B/F	1	\$185.77	\$185.77
64	PL175		Laminate Selection Handle Color Selection NEWPORT G NICKEL LAM: Newport Gray FIN: Nickel Handle Full pedestal F/F	1	\$189.62	\$189.62
65	PL105		Laminate Selection Handle Color Selection NEWPORT G NICKEL LAM: Newport Gray FIN: Nickel Handle Desk Shell, 71 x 30	1	\$189.62	\$189.62
66	PL197		Laminate Selection Grommet Color Selection NEWPORT G SILVER LAM: Newport Gray FIN: Silver Bridge, 42"W x 24"D	1	\$96.54	\$96.54
67	PL143		Laminate Selection Grommet Color Selection NEWPORT G SILVER LAM: Newport Gray FIN: Silver Credenza Shell 71"W x 24"D	1	\$149.23	\$149.23
SUBTOTAL						\$1,067.24

## TECH. SERVICES STATIONS

Line #	Part Number		Qty	Sell	Ext Sell
68	<b>STA-REMAN</b>	53 X 36 FABRIC N/P PANEL	8	\$182.48	\$1,459.84
69	<b>STA-REMAN</b>	53 X 24 FABRIC PWR PANEL	3	\$187.36	\$562.08
70	<b>STA-REMAN</b>	53 X 48 FABRIC PWR PANEL	3	\$260.03	\$780.09
71	<b>STA-REMAN</b>	53 X 36 FABRIC N/P PARTIAL GLAZED	8	\$260.80	\$2,086.40
72	<b>STA-REMAN</b>	53 DRAW ROD KIT	11	\$6.00	\$66.00
73	<b>STA-REMAN</b>	53 3-WAY CONNECTOR	2	\$70.25	\$140.50
74	<b>STA-REMAN</b>	53 4-WAY CONNECTOR	2	\$71.83	\$143.66
75	<b>STA-REMAN</b>	53 END CAP KIT	8	\$64.12	\$512.96
76	<b>STA-REMAN</b>	OUTLET CIR I - EACH "A"	6	\$6.95	\$41.70
77	<b>STA-REMAN</b>	OUTLET CIR II - EACH "B"	6	\$6.95	\$41.70

Line #	Part Number		Qty	Sell	Ext Sell
78	<b>STA-REMAN</b>	48 X 9 TACKBOARD - AO2	6	\$50.05	\$300.30
79	<b>STA-REMAN</b>	MOBILE PEDASTOOL WITH CUSHION	6	\$297.05	\$1,782.30
80	<b>STA-REMAN</b>	30" 2 DRAWER LATERAL FILE - W/TOP NO WEIGHTS	6	\$278.93	\$1,673.58
81	<b>STA-REMAN</b>	48" TOOL BAR WITH BRACKETS	6	\$30.35	\$182.10
82	<b>STA-REMAN</b>	FLAT PAPER TRAY	6	\$17.69	\$106.14
83	<b>STA-REMAN</b>	DIAGONAL TRAY (3 SLOTS)	12	\$23.69	\$284.28
84	<b>STA-REMAN</b>	24 X 48 WORKSURFACE	6	\$145.87	\$875.22
85	<b>STA-REMAN</b>	24 X 72 WORKSURFACE	6	\$205.57	\$1,233.42
86	<b>STA-REMAN</b>	FLAT BRACKET	6	\$11.36	\$68.16
87	<b>STA-REMAN</b>	PAIR OF CANTILEVER	9	\$32.87	\$295.83





Line #	Part Number		Qty	Sell	Ext Sell
88	<b>STA-REMAN</b>	POWER POLE	1	\$63.20	\$63.20
89	<b>STA-REMAN</b>	DUAL POST WORKSURFACE SUPPORTS	6	\$36.55	\$219.30
90	<b>STA-REMAN</b>	Panel Fabric: Burch Alliance 7219 Alloy	1	\$0.00	\$0.00
91	<b>STA-REMAN</b>	Paint: Light Grey	1	\$0.00	\$0.00
92	<b>STA-REMAN</b>	Tackboard: Guildford Of Maine Azure 050 Underground 2967, Mobile Ped Cushion: Designtex Bead 3883-402	1	\$0.00	\$0.00
93	<b>STA-REMAN</b>	Tackboard: Anzea Metro 1078-03, Mobile Ped Cushion: Designtex Bead 3883-402	1	\$0.00	\$0.00
94	<b>STA-REMAN</b>	Tackboard: Guildford Of Maine Azure 050 Underground 2967, Mobile Ped Cushion: CF Stinson Penelope 64798 Stream	1	\$0.00	\$0.00
95	<b>STA-REMAN</b>	Tackboard: Guildford Of Maine Azure 050 Underground 2967, Mobile Ped Cushion: CF Stinson Penelope 64798 Stream	1	\$0.00	\$0.00
96	<b>STA-REMAN</b>	Tackboard: CF Stinson Retrograde 63777 Aquamarine, Mobile Ped Cushion: CF Stinson Retrograde 63777 Aquamarine	1	\$0.00	\$0.00
97	<b>STA-REMAN</b>	Tackboard: Guildford Of Maine Azure 050 Underground 2967, Mobile Ped Cushion: Designtex Bead 3883-402	1	\$0.00	\$0.00

Line #	Part Number		Qty	Sell	Ext Sell
98	<b>STA-REMAN</b>	Tackboard: CF Stinson Penelope 64798 Stream, Mobile Ped Cushion: Guildford Of Maine Azure 050 Underground 2967	1	\$0.00	\$0.00
99	<b>STA-REMAN</b>	Tackboard: Guildford Of Maine Azure 050 Underground 2967, Mobile Ped Cushion: CF Stinson Penelope 64798	1	\$0.00	\$0.00
100	<b>STA-REMAN</b>	Tackboard: CF Stinson Penelope 64798 Stream, Mobile Ped Cushion: Guildford Of Maine Azure 050 Underground 2967	1	\$0.00	\$0.00
<b>SUBTOTAL</b>					\$12,918.76

## TECH. SERVICES STATIONS AND CIRCULATION STATIONS

101	<b>STA-REMAN</b>	Laminate: Wilsonart Pewter Brush 4779-60	1	\$0.00	\$0.00
<b>SUBTOTAL</b>					\$0.00

## TECH. SERVICES WORK TABLE

102	<b>STA-REMAN</b>	24 X 60 WORKSURFACE	1	\$175.40	\$175.40
103	<b>PLTLEGU24</b>	 U-Leg 24"W x 28 1/2"H	2	\$80.38	\$160.76
104	<b>PLTMDB60</b>	<div> <div>Lea Finish Selection</div> <div>SILVER</div> <div>FIN: Silver</div> </div>  60"L Main Desk Beam	1	\$28.08	\$28.08

Line #	Part Number		Qty	Sell	Ext Sell
			<b>SUBTOTAL</b>		\$364.24
<b>Y</b>					
105	<b>NOTES</b>	ALL FINISHES MUST BE SELECTED/CONFRIMED BEFORE AN ORDER CAN BE PLACED.	0	\$0.00	\$0.00
106	<b>NOTES</b>	OFRS IS TO INSTALL ALL INDICATED STATIONS AND NEW DESKS. BRENTWOOD LIBRARY IS RESPONSIBLE FOR MOVING OUT CURRENT/OLD FURNITURE.	0	\$0.00	\$0.00
			<b>SUBTOTAL</b>		\$0.00
<b>Z</b>					
107	<b>DESIGN FEE</b>	Based on \$50 per hour	10	\$50.00	\$500.00
108	<b>FUEL</b>	Based on \$20 per day	2	\$20.00	\$40.00
109	<b>INSTALL</b>	Based on \$53 hourly rate, per man, per hour, 2 hour minimum	60	\$53.00	\$3,180.00
			<b>SUBTOTAL</b>		\$3,720.00
Tax (Tax Exempt)				\$0.00	\$0.00
<b>A 50% deposit of total is required before work order can be processed.</b>			<b><u>TOTAL:</u></b>		<b><u>\$31,855.80</u></b>

# TERMS AND CONDITIONS

The following terms and conditions will apply to all orders. Any changes to the terms and conditions must be agreed upon by both parties.  
Payment Terms:

A **50% deposit is required on all orders** at the time of order. **30% due before delivery** of product and **20% due net 10**. Balance will be due upon substantial completion of each phase of the project. Phases will be agreed upon by both parties prior to the start of the project. Payment terms are Net 10. A monthly late fee of 1.5% will be added to all delinquent invoices. Credit card payments will incur the following handling fees: 3% fee on VISA/MasterCard, 5% fee on AMEX.

If customer is unable to accept product as of the agreed upon delivery date, the customer agrees to pay 90% of the invoice price as of the agreed upon delivery date and the remaining 10% upon substantial completion of the project or applicable phase. If customer is unable to accept the product after 30 days from agreed upon delivery date, customer will be subject to storage fees as assessed by OFRS. If customer is unable to accept delivery based upon agreed upon date, the delivery will be scheduled at the next available date by OFRS. If the next available date is not agreed upon by customer OFRS will attempt to move the delivery and installation to overtime hours at overtime rate.

Quotes and pricing are valid for 30 days from date of quote based on current pricing. Quote price is subject to change in the event manufacturers pricing changes due to tariffs or other price increase. Office Furniture + Related Services charges a \$50 per hour consulting/drafting fee on all jobs. All used products are based on availability at time of order.

## Installation and Delivery:

Delivery and installation will be scheduled during OFRS's normal business hours (Monday-Friday, 8:00 am - 5:00 pm) at a rate of \$53 per man hour. If customer requests work outside of normal business hours (overtime and weekends) customer agrees to pay at a rate of \$79.50 per man hour. OFRS requires a 2 hour minimum and a \$20 per day fuel charge. Certain jobs may be subject to a \$50 truck fee.

Electricity, heat, elevator service, and adequate facilities for off-loading, staging and handling products will be furnished by customer at no charge to OFRS. OFRS's ability to install, erect, assemble or disassemble knocked down furniture, or to permanently attach, affix, or bolt in place moveable furniture, is dependent upon jurisdictional agreements. If trade regulations enforced at the time of installation require the use of a tradesman at the site other than OFRS's own installation personnel, the customer agrees to pay the resulting additional costs.

After signed acceptance of material at the site, any loss or damage by weather, other trades (ex: construction, painting, drywall, electrical), fire or other elements shall be the responsibility of the customer and the customer agrees to hold OFRS harmless from loss for such reasons.

General liability, workmen's compensation, property damage and automotive insurance are carried by OFRS and certificates will be delivered upon request. Fire, tornado, flood and other insurance at the site will be provided by and paid for by the customer.

The customer agrees to pay any additional freight charges resulting from expediting an order at the request of the customer.

## State and Local Taxes:

If any government authority imposes a tax, duty, levy or fee upon a product or service supplied by OFRS, the customer agrees to pay that amount as specified on the invoice. If customer is exempt from such tax, duty, levy or fee, customer shall provide exemption certificate at the time the order is submitted. Customer is responsible for personal property taxes for each product from the date of shipment by OFRS.

## Cancellation:

Any cancellations or changes in quantity or specifications must be approved by OFRS and the manufacturer. **Returned merchandise will be subject to a 50% restocking fee.** All requests for changes in quantity or specifications must be confirmed and accepted by OFRS.

\*\*\*\*\*

**We are unable to begin production, purchasing, and the scheduling process unless we have a signed quote, signed space layout and have received the deposit. Please note that any changes or approvals must be in written format. Verbal agreements are not accepted.**

In the case of breach of this contract by either party, the prevailing party in any action to enforce this contract is entitled to recover reasonable attorney fees and costs.

**If you have any questions or concerns, please give us a call at 615-244-0117.**

Respectfully,  
**Will Powell**

Approved By:\_\_\_\_\_ Date:\_\_\_\_\_

Title:\_\_\_\_\_ Po #:\_\_\_\_\_

**A 50% deposit of total is required before work order can be processed.**

**TOTAL:**

**\$31,855.80**

**Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Approval to Purchase an Optical Time-Domain Reflectometer (OTDR) Fiber Tester

**Submitted by:** Todd Hoppenstedt, Public Works

**Department:** Public Works

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**Information**

**Subject**

City Commission approval to purchase an Optical Time-Domain Reflectometer (OTDR) for testing fiber optic lines.

**Background**

Staff seeks approval to purchase an OTDR fiber optic line tester. This device allows us to test fiber optic lines for faults and repairs. Currently, staff in Traffic Operations and Information Technology share an older Fluke unit that does not have the advanced capability to test the way we need to as our fiber network has evolved. Upon purchase of this unit, IT will continue to utilize the existing Fluke unit, while Traffic Operations will perform more specific work in the field using the new unit.

On May 29, 2019, staff opened several bids for various equipment purchases. Three bids were received as follows:

<b>Vendor</b>	<b>Bid Amount</b>
Fiber Instrument Sales, Inc.	\$12,997.65
Millenium	\$13,460.00
Solutions, LLC.	\$15,275.00

Staff recommends purchase of the OTDR Fiber Tester from the low bidder, Fiber Instrument Sales, Inc. out of Oriskany, New York, in the amount of \$12,997.65.

Please direct any questions to the Public Works Director.

**Staff Recommendation**

Staff recommends purchase of the OTDR Fiber Tester from Fiber Instrument Sales, Inc. out of Oriskany, New York, in the amount of \$12,997.65.

**Previous Commission Action**

None

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**Fiscal Impact**

**Amount :** \$12,997.65

**Source of Funds:** General Fund

**Account Number:** 110-43165-89530

**Fiscal Impact:**

Only \$11,000 is available in the Traffic Operations Equipment line item for FY 2020, however, staff expects to identify savings in other Traffic Operations line items sufficient to cover the \$1,997.65 overage.

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**Attachments**

OTDR Fiber Tester Quotation

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# Fiber Instrument Sales Inc.

161 Clear Road  
Oriskany, NY 13424

Tel. 315-736-2206  
Fax 315-736-2285

## Issued To:

City of Brentwood  
1750 General George Patton Drive  
Brentwood, TN 37024

## Quotation copy

Number ..... SQ\_236033-1  
Date ..... 5/21/2019  
Page ..... 1  
Sales order .....  
Requisition .....  
Your ref. ....  
Our ref. .... 82205  
Quotation deadline ..... 6/12/2019  
Payment ..... Credit Pending

Mode of delivery ..... FedEx.Ground

Item number	Description	Quantity	Length	Unit price	Sales unit	Amount
F209	TK-1V2-DC-S2-DC-64G-VPM2X-FOA-54B-RF-FR2-FTBX-720C-SM2-IOLM-EA-EA-EUI-91-EA-EUI-91-GP-10-072 OTDR Kit - TK-1v2-DC-720c Model: TK-1V2-DC - TK-1v2-DC - Platform display type: S2 - Enhanced display for outdoor - Carrier: DC - Dual Carrier - Internal flash memory: 64G - 64 GB - Optical on-board accessory: VPM2X - VFL & Power meter (High Power GeX) - Connector adapter: FOA-54B - SC Connector Adapter - WiFi & Bluetooth: RF - RF capability(WI-FI-Bluetooth) - Post-Processing Software: FR2 - (1) FastReporter2 PC license - FTBx-720C Model: FTBx-720C-SM2 - 1310/1550 Filtered1625nm, 36/35/35dB - Applicative base software: IOLM - iOLM only Software - Connector request from PO: EA - EA Connector - Connector: EA-EUI-91 - APC with swappable SC adapter - Connector (second/multi/other): EA-EUI-91 - APC with swappable SC adapter - Platform software language: A - English - AC cord type: A - North American cordset - Carrying case: 01 - With carrying case	1.00		12 997.6500	EA	12,997.65
F209	*Shipping is included in total cost*	1.00			EA	0.00



## Fiber Instrument Sales Inc.

161 Clear Road  
Oriskany, NY 13424

Tel. 315-736-2206  
Fax 315-736-2285

### Issued To:

City of Brentwood  
1750 General George Patton Drive  
Brentwood, TN 37024

## Quotation copy

Number .....: SQ\_236033-1  
Date .....: 5/21/2019  
Page .....: 2  
Sales order .....:  
Requisition .....:  
Your ref. ....:  
Our ref. ....: 82205  
Quotation deadline .....: 6/12/2019  
Payment .....: Credit Pending

Mode of delivery .....: FedEx.Ground

Thank you for giving Fiber Instrument Sales the opportunity to quote on your fiber optic requirements.  
Should you have any questions please do not hesitate to contact our office.  
This quote is applicable for 30 days.  
Custom manufactured products and Non stock special ordered products are Non Cancelable and Non Returnable.  
Terms are Net 30 days, per credit approval.  
Prices are FOB Oriskany, N.Y.

Our Satisfaction Guarantee Policy, table of contents page in our catalog, states "Any discrepancies with an order must be reported to FIS within 24hrs of receipt. Return Merchandise Authorization (RMA) numbers must be requested within 3 days of receipt of your product and returned to FIS head office within 7 days from receipt of goods. All Product returned must be marked with an FIS RMA number and be new and in an unopened, full shipping unit quantities. Credit cannot be issued without an FIS authorization RMA. Custom made and non-catalog items will not be accepted for return. FIS reserves the right to charge a re-stocking fee.

FIS recommends an incoming inspection upon receipt of goods.

Sales balance	Total discount	Shipping & Hanc	Sales tax	Round-off	Total
12,997.65	0.00	0.00	0.00	0.00	12,997.65 USD



**Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Approval to Purchase a Spare Traffic Signal Control Cabinet with Controller and MMU

**Submitted by:** Todd Hoppenstedt, Public Works

**Department:** Public Works

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**Information**

**Subject**

Approval to Purchase a Spare Traffic Signal Control Cabinet with Controller and MMU.

**Background**

Staff seeks City Commission approval to purchase a spare traffic signal control cabinet which will include a signal controller and MMU (Malfunction Management Unit) installed within this spare cabinet. The City maintains 49 signalized intersections with additional signals planned along Franklin Road. With the increased concern regarding traffic management throughout the middle Tennessee region, we believe it is critical to gain the redundancy of a spare cabinet. The control cabinet works as the heart and brain of the signal and in the unfortunate event of a traffic accident or catastrophe where a cabinet is damaged, the cabinet could be swapped out with operation restored in about four hours. The alternative would require an emergency acquisition of equipment and services to make the signal functional again. In some instances, other area agencies have gone as long as one week treating a signalized intersection as a four-way stop until parts could be obtained and repairs made.

On May 29, 2019, staff opened sealed bids for various equipment purchases related to the Traffic Division of Public Works. Two equipment vendors bid on the traffic signal cabinet with controller and MMU included and the two bids were within \$95 of each other. However, the less expensive bid for equipment from OB Traffic in Houston, Texas was deemed unresponsive as the bid did not meet the required specifications for the controller. An Econolite controller was specified as that is what the City uses system-wide. OB Traffic quoted a Peek controller which is incompatible with our software.

Therefore, staff is seeking approval to purchase the traffic signal control cabinet along with the controller and MMU for \$14,895.00 from Southern Lighting & Traffic Systems in Cumming, Georgia. It is staff's opinion the price quoted is fair and reasonable.

Please direct any questions to the Public Works Director.

**Staff Recommendation**

Staff recommends the purchase of the spare traffic signal control cabinet along with controller and MMU, from Southern Lighting and Traffic Systems for \$14,895.00.

**Previous Commission Action**

None

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**Fiscal Impact**

**Amount :** \$14,895.00

**Source of Funds:** Capital Projects Fund

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

**Fiscal Impact:**

Funds are available in the adopted FY 2020 Capital Projects Fund budget for this purpose.

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**Attachments**

Southern Lighting & Traffic Systems Price Quote

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Southern Lighting & Traffic Systems  
113 Industrial Park Drive  
Cumming, GA 30040

# Quote

Date	Quote #
5/24/2019	4294

<b>Customer</b>
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City of Brentwood  
Public Works  
PO Box 788  
Brentwood, TN 37024

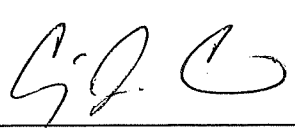
<b>Project Details</b>
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City of Brentwood

Traffic Signal Cabinet

<b>Project Number</b>	5/29/19 10:AM Sealed Bid
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Qty	Item	Description	Unit Cost	Total
1	CAB17471-A TS2 T2	Complete Brentwood Design TS-2 Type 2 Cabinet Incl.:LS, FL, FTR, Surge Sup., Cab PS, BIU - Cabinet painted Gloss Black Outside and White Inside		0.00
1	COBS22100120000	COBALT C controller, shelf mount		0.00
1	MMU-1600GE	16 Channel MMU with Graphics Display and Ethernet		0.00
	Lump Sum		14,895.00	14,895.00
		All equipment meets City of Brentwood specifications		

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$14,895.00

**Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Approval to Purchase Three Traffic Signal Video Detection Units from Southern Lighting and Traffic Systems

**Submitted by:** Todd Hoppenstedt, Public Works

**Department:** Public Works

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**Information**

**Subject**

Approval to Purchase Three Traffic Signal Video Detection Units from Southern Lighting and Traffic Systems

**Background**

As intersections are signalized or when equipment requires an upgrade, the City is moving to video traffic detection rather than traditional detector loops imbedded in the pavement. Video detection allows the flexibility to reposition a detector zone due to road construction or lane shifts. Imbedded detector loops require costly and time consuming replacement as a result of damage or resurfacing work.

The three intersections scheduled for replacements are located at Granny White/Belle Rive, Granny White/Murray Lane, and Franklin Road/Williamsburg Road. By replacing the two devices along Granny White, we will avoid replacement of the detector loops during the upcoming scheduled resurfacing of Granny White in 2020. Funding for these units is provided in the approved FY 2020 Capital Projects Fund budget.

Staff is recommending waiver of competitive bidding for these units since the Autoscope Vision equipment used by the City is only available through Southern Lighting and Traffic Systems. They are the sole designated supplier of this equipment in our area. It is staff's opinion that it is in the best interest of the City to utilize the same brand of equipment at all intersections as it provides ease of programming, simplified maintenance, and we have found these units to be reliable and of high quality.

Therefore, staff seeks approval to purchase three video detection systems from Southern Lighting and Traffic Systems in the amount of \$62,421.00.

Please direct any questions to the Public Works Director.

**Staff Recommendation**

Staff recommends approval to purchase three video detection systems from Southern Lighting and Traffic Systems in the amount of \$62,421.00.

**Previous Commission Action**

None

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**Fiscal Impact**

**Amount :** \$62,421.00

**Source of Funds:** Capital Projects Fund

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

**Fiscal Impact:**

The cost to purchase three Autoscope Video Detection systems with all the necessary equipment is \$62,421.00. Sufficient funds are available in the approved FY 2020 Capital Projects Fund budget for these units.

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**Attachments**

Video Detection Quote-Southern Lighting and Traffic Systems

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Southern Lighting & Traffic Systems  
113 Industrial Park Drive  
Cumming, GA 30040

## Quote

Date	Quote #
2/7/2019	19020704

<b>Customer</b>
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City of Brentwood  
Public Works  
PO Box 788  
Brentwood, TN 37024

<b>Project Details</b>
------------------------

City of Brentwood  
Vision Video Detection

<b>Project Number</b>	
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Qty	Item	Description	Unit Cost	Total
12	AVISION	Autoscope Vision Sensor (A700-1172)	4,290.00	51,480.00
3	AVCM	Autoscope Vision Comm Manager (A700-1166-01)	2,680.00	8,040.00
12	AMBKTM11S	Horizontal Camera Mount - M11	60.00	720.00
3	171-1153-501	SDLC Interface Panel	112.00	336.00
3	33550G5	33550G5 SDLC Cable - 4 ft -connector on both ends (15 pin)	65.00	195.00
3,000	AST-6603	Solo Terra Cable, 3 conductor, 16 gauge wire	0.55	1,650.00
price good through 2019				

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$62,421.00

## **Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Approval of Purchase of Fourteen (14) Vehicles for the Police Department under State Contract

**Submitted by:** David Gossett, Police

**Department:** Police

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### **Information**

#### **Subject**

Approval of purchase of fourteen (14) vehicles for the Police Department under State contract.

#### **Background**

The Police Department requests authorization to purchase 14 vehicles for various police functions under state contract. Ten of the vehicles are replacements, and four are new additions to the fleet due to positions added in FY 2019 and 2020. Funding for the latter was provided by a FY 2019 year-end transfer of excess revenues from the General Fund to the Equipment Replacement Fund.

Twelve of the proposed vehicles will be assigned to the Patrol Division. One of those vehicles, an SUV, will be fully equipped and marked to be used by a Field Training Officer (FTO). The other 11 are sedans that will be fully equipped and marked to be used by Patrol Officers.

The other two vehicles will be assigned to Police Administration and Criminal Investigations. One of the vehicles will be assigned to a Detective and will remain unmarked and equipped. The other vehicle will be used by the Police Administration Division for the new Captain position. It will also remain unmarked and equipped.

The vehicle proposed for FTO is the Ford Utility Interceptor. The Interceptor is an SUV which offers more cab and storage space than the standard sedan. With the amount of equipment currently in the cab of a police vehicle, it is difficult for an FTO and trainee to ride comfortably in a sedan. The additional space, storage capacity, and versatility of the vehicle make it well suited for an FTO. The Interceptor is the same vehicle currently in use by PD FTOs. The make and model of the vehicle proposed for the 11 other patrol vehicles is the Dodge Charger. The Charger is the vehicle currently used by patrol for all non-specialized units.

The vehicle proposed for the Criminal Investigations detective is a Nissan Pathfinder. The Pathfinder is an SUV that is commonly used in this area and will be less noticeable as a

police vehicle. The vehicle proposed for the Capitan position is the Ford Explorer. The Explorer is currently used by most of the police department command staff.

The cost of the FTO Ford Utility Interceptor is \$33,845, the Dodge Charger is \$23,912 each, the Nissan Pathfinder is \$31,485, and the Ford Explorer is \$33,145. The total cost for all 14 vehicles is \$356,007.00.

Ford of Murfreesboro has been awarded the Tennessee State purchasing contract for the Ford Explorer and the Ford Utility Interceptor. Columbia Chrysler Dodge Jeep Ram has been awarded the Tennessee State purchasing contract for the Dodge Charger. Downtown Nashville Nissan has been awarded the Tennessee State purchasing contract for the Nissan Pathfinder.

The purchase of these vehicles is in accordance with the FY 2020 Equipment Replacement Fund's vehicle replacement schedule.

Pease contact the Police Chief if any additional information is needed.

### **Staff Recommendation**

Staff recommends approval of the purchase of fourteen (14) vehicles under state contract for the Police Department.

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### **Fiscal Impact**

**Amount :** \$361,507.00

**Source of Funds:** Equipment Replacement Fund

**Account Number:** 310-42100-89520

#### **Fiscal Impact:**

Sufficient funds are programed in the Equipment Replacement Fund for the purchase of the vehicles.

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### **Attachments**

Pathfinder Picture

Explorer picture

Utility Interceptor Picture

Charger Pitcure

Pathfinder Quote

Explorer Quote

Utility Interceptor Quote

Charger Quote

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Date: 06/25/2019  
 Salesperson: Benjamin Farmer  
 Manager: Benjamin Farmer

## FOR INTERNAL USE ONLY

BUSINESS NAME Brentwood Police Dept Home Phone: (615) 714-5680  
 CONTACT \_\_\_\_\_

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

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

E-Mail : david.gossett@brentwoodtn.govCell Phone: (615) 714-5680

## VEHICLE

Stock # : C602387 New / Used : **New** VIN : 5N1DR2MN4KC602387 Mileage: \_\_\_\_\_Vehicle : 2019 Nissan Pathfinder Color : MAGNETIC BType : SL 4dr Front-wh 25519

## TRADE IN

Payoff : \_\_\_\_\_ VIN : \_\_\_\_\_ Mileage: \_\_\_\_\_

Vehicle : \_\_\_\_\_ Color : \_\_\_\_\_

Type : \_\_\_\_\_

Market Value Selling Price	40,285.00
Discount	2,900.00
Rebate	5,900.00
Adjusted Price	31,485.00
Total Purchase	31,485.00
Trade Allowance	
Trade Difference	
Tax	.00
Non Tax Fees	
Net Price	31,485.00
Trade Payoff	
Cash Deposit	
Balance	31,485.00

Customer Approval: \_\_\_\_\_

Management Approval: \_\_\_\_\_

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

1

12

# Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

## SALES QUOTATION

Statewide Contract 209/56446

TO:  
City of Brentwood  
Attn: David Gossett

DATE 6/26/2019  
F.O.B.  
TERMS 30 Days ARO  
DELIVERY TBD  
NUMBER BRE002

*We are pleased to quote you the following:*

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
K8D	1	2019 Ford Explorer XLT 4x4	\$30,351.00	\$30,351.00
OPTIONS	1	Additional Factory Options	\$2,794.00	\$2,794.00
UPFIT		Aftermarket Upfit Equipment		
		Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.		
Total Price			\$33,145.00	\$33,145.00

*We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.*



QUOTE SIGNED

June 26, 2019

DATE

# Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

## SALES QUOTATION

Statewide Contract 209/56446

TO:  
City of Brentwood  
Attn: David Gossett

DATE 6/26/2019  
F.O.B.  
TERMS 30 Days ARO  
DELIVERY TBD  
NUMBER BRE001

*We are pleased to quote you the following:*

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
K8A	1	2019 Ford PI Utility	\$29,099.00	\$29,099.00
OPTIONS	1	Additional Factory Options	\$4,746.00	\$4,746.00
UPFIT		Aftermarket Upfit Equipment		
		Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.		
Total Price			\$33,845.00	\$33,845.00

*We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.*



QUOTE SIGNED

June 26, 2019

DATE





Ford of Murfreesboro  
1550 N.W. Broad St., Murfreesboro, Tennessee,  
371291709  
Office: 888-505-4898  
Fax: 6158939730

2020 Police Interceptor Utility, Sport  
Utility  
AWD Base(K8A)  
Price Level: 20

## Selected Options

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$40,615.00
Packages		
500A	Order Code 500A	N/C
	<i>Includes:</i> - Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH Top Speed) - Transmission: 10-Speed Automatic - 3.73 Axle Ratio - GVWR: TBD - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover, center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	
Powertrain		
99W	Engine: 3.3L V6 Direct-Injection Hybrid System <i>(136-MPH Top Speed)</i>	Included
44B	Transmission: 10-Speed Automatic	Included
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover, center caps and full size spare.</i>	Included
STDTR	Tires: 255/60R18 AS BSW	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>	Included
Other Options		
113WB	113" Wheelbase	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ford of Murfreesboro  
1550 N.W. Broad St., Murfreesboro, Tennessee,  
371291709  
Office: 888-505-4898  
Fax: 6158939730

2020 Police Interceptor Utility, Sport  
Utility  
AWD Base(K8A)  
Price Level: 20

## Selected Options (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM/MP3 Capable	Included
	<i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	
153	Front License Plate Bracket	N/C
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
68G	Rear-Door Controls Inoperable	\$75.00
	<i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
	<i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with Keyed-Alike.</i>	
60R	Noise Suppression Bonds (Ground Straps)	\$100.00

## Emissions

425	50 State Emission System	STD
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	

## Interior Colors

96_01	Charcoal Black	N/C
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## Primary Colors

JS_01	Iconic Silver Metallic	N/C
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## Upfit Options

UPGRADE	Upgrade to Model Year 2020	\$4,746.00
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SUBTOTAL	\$46,271.00
Destination Charge	\$1,095.00
TOTAL	\$47,366.00

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**Ford of Murfreesboro**  
 1550 N.W. Broad St., Murfreesboro, Tennessee, 371291709  
 Office: 888-505-4898  
 Fax: 6158939730

**2020 Police Interceptor Utility, Sport Utility**  
 AWD Base(K8A)  
 Price Level: 20

## Major Equipment

(Based on selected options, shown at right)

3.3L V-6 DOHC w/port/direct injection 285hp  
 10 speed automatic w/OD

- \* 4-wheel ABS
- \* Traction control
- \* Advance Trac w/Roll Stability Control
- \* Dual zone electronic automatic temperature control
- \* AM/FM stereo with seek-scan, external memory control
- \* Rear child safety locks
- \* Variable intermittent speed-sensitive wipers
- \* Dual front airbags
- \* Airbag occupancy sensor
- \* Tachometer
- \* Underseat ducts
- \* 35-30-35 folding rear split-bench
- \* Class III hitch

Exterior: Iconic Silver Metallic  
 Interior: Charcoal Black

- \* Brake assistance
- \* P 255/60R18 BSW AS W-rated tires
- \* Automatic air conditioning
- \* Tinted glass
- \* LED brakelights
- \* Dual power remote mirrors
- \* 18 x 8 steel wheels
- \* Driver and front passenger seat mounted side airbags
- \* Rear window defroster
- \* Message Center
- \* Reclining front bucket seats
- \* Audio control on steering wheel

## Fuel Economy

**City**  
N/A



**Hwy**  
N/A

## Selected Options

MSRP

STANDARD VEHICLE PRICE .....	\$40,615.00
Order Code 500A .....	N/C
Engine: 3.3L V6 Direct-Injection Hybrid System .....	Included
Transmission: 10-Speed Automatic .....	Included
3.73 Axle Ratio .....	Included
GVWR: TBD .....	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel .....	Included
Tires: 255/60R18 AS BSW .....	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear ...	Included
113" Wheelbase .....	STD
Monotone Paint Application .....	STD
Radio: AM/FM/MP3 Capable .....	Included
50 State Emission System .....	STD
Front License Plate Bracket .....	N/C
Driver Only LED Spot Lamp (Unity) .....	\$395.00
Rear-Door Controls Inoperable .....	\$75.00
Remote Keyless Entry Key Fob w/o Key Pad .....	\$340.00
Noise Suppression Bonds (Ground Straps) .....	\$100.00
Iconic Silver Metallic .....	N/C
Charcoal Black .....	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ford of Murfreesboro  
1550 N.W. Broad St., Murfreesboro, Tennessee, 371291709  
Office: 888-505-4898  
Fax: 6158939730

**2020 Police Interceptor Utility, Sport Utility**  
AWD Base(K8A)  
Price Level: 20

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SUBTOTAL .....	\$41,525.00
Destination Charge .....	\$1,095.00
<hr/>	
<b>TOTAL .....</b>	<b>\$42,620.00</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



# Q U O T E

106 S. James Campbell Blvd, Columbia, TN 38401  
t. 615-631-1248 f. 888-628-4003

Number RXRYQ1650  
Date Jun 7, 2018

## Sold To

Brentwood Police Dept  
David Gossett  
5211 Maryland Way  
Brentwood, TN 37027

## Ship To

Brentwood Police Dept  
David Gossett  
5211 Maryland Way  
Brentwood, TN 37027

## Your Sales Rep

Rodney King  
(615) 631-1248  
rking@cdjrcolumbia.com

Phone (615) 371-0160  
Fax

Phone (615) 371-0160  
Fax

Vehicles must be ordered.

Production of 2019s begins August 20, 2018.

Terms	P.O. Number	Ship Via
Net 30 Days	Required	W.O.G.

Line	Qty	Description	Unit Price	Ext. Price
1		2017-2019 Tennessee State Wide Contract #209 - 56442		
2	1	2019 Dodge Charger PPV V8 AWD Base Price, including: 5.7L V8 Hemi Automatic Transmission Rear Back-up Camera Officer Protection Package Module - Customer must contact Chrysler Fleet for the Module Exterior Color: Bright Silver Metallic Clear Coat (PS2)	\$22,596.00	\$22,596.00
3		<b>Running SubTotal</b>		\$22,596.00
4		<b>Selected Options</b>		
5	1	Heavy Duty Bucket Seats w/Vinyl Rear	\$120.00	\$120.00
6	1	Drivers Side Spot Light	\$210.00	\$210.00
7	1	Deactive Rear Doors/Windows	\$75.00	\$75.00
8	1	Fleet Safety Group, including: Blind Spot,Pwr,Fold Pursuit Mrrs (GPB) Exterior Mirrors w/Heating Element (NHJ) ParkSense Rear Park Assist System (XAA) Blind Spot and Cross Path Detection (XAN)	\$595.00	\$595.00
9	1	Credit for Fleet Safety Group	-\$595.00	-\$595.00
10	1	Delete Spare Tire	-\$89.00	-\$89.00
11		<b>SubTotal</b>		\$316.00
12		<b>Running SubTotal</b>		\$22,912.00

Line	Qty	Description	Unit Price	Ext. Price
			SubTotal	\$22,912.00
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$22,912.00



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**Statewide Multi-Year Contract Issued to:**

TT of Columbia Inc  
106 S James Campbell Blvd

Columbia, TN 38401

Vendor ID: 0000141027

**Contract Number: 0000000000000000000056442**

Title: SWC# 209 - Vehicles

Start Date : October 05, 2017 End Date: September 30, 2019

Is this contract available to local government agencies in addition to State agencies?: Yes

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone:  
Fax: 615-741-0684

Line Information

**Line 1**

Item ID: 1000179934  
*Police Vehicles, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOC-001  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 2**

Item ID: 1000179935  
*Sedans, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOC-001  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 3**

Item ID: 1000179936  
*Minivan and Full-size Vans (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOC-003  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 4**

Item ID: 1000179937  
*Sport Utility Vehicles (SUVs), Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOC-004  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 5**

Item ID: 1000179938  
*Light Trucks (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOC-005  
Manufacturer Item #:  
Unit Price: \$ 0



**Line 6**

Item ID: 1000179941

*Optional Equipment, Generic SWC209 Asset*

Unit of Measure: EA

Vendor Item/Part #: SWC209-TTOC-008

Manufacturer Item #:

Unit Price: \$ 0

APPROVED: \_\_\_\_\_  
CHIEF PROCUREMENT OFFICER

BY: \_\_\_\_\_  
PURCHASING AGENT

10/3/2017  
DATE

## **Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Authorization for Approval of Repair by EVS Mid-South to Refurbish a 2005 Pierce 61' Aerial Ladder Truck

**Submitted by:** Brian Goss, Fire & Rescue

**Department:** Fire & Rescue

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### **Information**

#### **Subject**

The Fire & Rescue Department is requesting approval for authorization of repair from EVS Mid-South, the local Pierce fire apparatus distributor and maintenance facility, to refurbish and upgrade Engine 53.

#### **Background**

The Fire & Rescue Department is requesting approval for authorization of repair by EVS Mid-South, the local Pierce fire apparatus distributor and maintenance facility, to refurbish and upgrade Engine 53. Fire truck refurbishment is the process of inspecting, repairing, replacing, and upgrading components to transform the truck into a fully functional and reliable apparatus.

Engine 53 is a 2005 Pierce 61' Ladder Truck with just over 100,000 miles. This apparatus was replaced recently by a 2019 Pierce 75' Ladder Truck and moved to reserve status. "Reserve status" indicates those apparatus that are kept on standby and placed in service as needed when front-line Engines or Ladder Trucks undergo repair and maintenance. Reserve apparatus may also be utilized by call-back firefighters during fires or other large-scale events.

As expected with a 15-year-old fire truck, the 2005 Pierce has several maintenance issues that require attention. These include hydraulic, air, and oil leaks, waterway (the pipe running up the aerial ladder) leaks, communications cabling problems, and, most significantly, an electrical failure at the turntable that has eliminated power at the tip of the aerial device. These issues will require the large aerial (ladder) device to be removed and several components rebuilt or replaced in order to render it fully operational once again.

Currently, the department has one reserve apparatus: a 2000 Sutphen Engine with nearly 125,000 miles. While still somewhat dependable, this apparatus is aging out as well. According to ISO, a department our size should have a minimum of two trucks in reserve. Refurbishing this truck is necessary in order to meet this recommendation as well as provide the department with a reliable back-up apparatus for years to come. The Fire &

Rescue Department has not had a reserve aerial in its fleet for several years and has had to request that Franklin provide a Ladder Truck whenever ours was placed out of service.

EVS Mid-South in Nashville is the local Pierce vendor and the only company in the mid-state that does this type of work on emergency vehicles. They are the dealer we currently use for a vast majority of our apparatus maintenance as well as the vendor from whom we acquire our new fire apparatus via cooperative purchasing. Pierce Manufacturing was founded in 1913, and EVS Mid-South has held a presence in Tennessee since 1958. We have been extremely pleased with both the product and service received since purchasing our first Pierce in 2005.

The estimated total for this refurbishment is \$35,916.12. A total of \$40,000 is included in the FY 2020 Capital Projects Fund budget to cover this project in addition to providing for a small contingency. Funding was provided by a 2019 FYE transfer from General Fund excess revenues to the Capital Projects Fund.

Please contact the Fire Chief with any questions you may have.

### **Staff Recommendation**

Staff recommends approval for authorization of repair by EVS Mid-South for fire truck refurbishment in the amount of \$35,916.12.

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### **Fiscal Impact**

**Amount :** \$35,916.12

**Source of Funds:** Capital Projects Fund

**Account Number:** 310-42200-89520

### **Fiscal Impact:**

Funding of \$40,000 is included in the adopted FY 2020 Capital Projects Fund budget for this purpose.

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### **Attachments**

Estimate

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# QUOTE

3504 DICKERSON PIKE  
 NASHVILLE TN 37207  
 (615)573-1442  
[RRHOADS@GWEVS.COM](mailto:RRHOADS@GWEVS.COM)

INVOICE NO.  
 DATE November 7, 2018  
 CUSTOMER ID BRENTWOOD FIRE DEPT  
 JOB 16340

TO

--	--	--	--	--	--

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
80.00		R&R AERIAL SWIVEL	\$ 115.00		\$ 9,200.00
120.00		REMOVE AND REBUILD	115.00		13,800.00
		WATERWAY. REPLACE CABLE			
		AND TRACK INSIDE LADDER.			
1.00		MISC. SUPPLIES	1,000.00		1,000.00
1.00	235013000	WATERWAY JOINT ASSEMBLY	1,746.19		1,746.19
2.00	757327	MONITOR ORING	6.01		12.02
1.00	2221419	SWIVEL	6,997.25		6,997.25
5.00	1012009	E-TRACK TUBE	21.07		105.35
13.00	16-4-060-0	E-CHAIN	21.41		278.33
75.00	CF10-07-07	CONTROL CABLE	4.50		337.50
75.00	CF9-05-12	CABLE	4.98		373.50
150.00	CF9US-40-08	CHAINFLEX CONTROL CABLE	8.74		1,311.00
1.00		SHIPPING	450.00		450.00
1.00	1852251	WATERWAY SEAL KIT	240.62		240.62
1.00	590051140	ORING MONITOR MOUNTING	64.36		64.36

**TOTAL DISCOUNT**

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below:  
 (Describe any conditions pertaining to these prices and any additional terms of the agreement.  
 You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_

<b>SUBTOTAL</b>	\$	35,916.12
<b>SALES TAX</b>		
<b>TOTAL</b>	\$	35,916.12

**THANK YOU FOR YOUR BUSINESS!**

## **Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Ordinance 2019-07 - An Ordinance Proposing Amendments to Various Sections of the Zoning Ordinance including Article V, Signs

**Submitted by:** Jeff Dobson, Planning & Codes

**Department:** Planning & Codes

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### **Information**

#### **Subject**

Ordinance 2019-07 proposes amendments to various sections of the Chapter 78 (Zoning Ordinance) of the Municipal Code, including the Sign Ordinance, allowing banners to be installed on parking lot light poles in commercial and service institution zoning districts.

#### **Background**

The attached Ordinance proposes modifications to several sections of Chapter 78 (Zoning Ordinance) including the Sign Ordinance regarding the installation of fabric banners on parking lot light poles in commercial and service institution zoning districts.

The amendments were developed, in part, as a result of a request from the principal of Ravenwood High School to allow the 2018/2019 senior class to gift a set of banners to the school.

Staff presented information to the Board of Commissioners regarding a proposal to expand the installation of banners on parking lot light poles in Commercial and Service Institution districts at the briefings on January 10 and June 6, 2019. The intent was to seek direction from the Board as to their desire to continue to process the proposed revisions.

Staff has completed a survey of the various projects around town that have installed banners on their parking lot light poles. Currently there are 11 projects in several zoning districts that have installed banners. The projects are detailed in the attachment below. Note that some of the projects are zoned C-1, SI-1 and SI-2, which do not currently permit banners to be mounted on parking lot light poles. Since the amendments allowing banners have been under consideration, staff has maintained limited enforcement of the current provisions of the Code until updated banner regulations are adopted.

Ordinance 2019-07 also proposes amendments to several sections of the zoning ordinance outside of the sign ordinance. Some of the proposed amendments are largely "clean up" items addressing inconsistencies found as part of the review.

To better understand the proposed amendments to Ordinance 2019-07, a summary of the modifications and a brief explanation is attached. Also attached is a current code comparison regarding banners in the various commercial and service institution districts.

If approved on first reading on July 8, Ordinance 2019-07 will be referred to the Planning Commission for its review and recommendation at its August 5 regular meeting. The required public hearing is scheduled for August 12, followed by second and final reading on August 26. Staff will also notify the owners of all current developments with banners to make them aware of proposed code revisions and how they may impact their existing banners.

Please contact the Planning and Codes Director if you have any questions about Ordinance 2019-07.

### **Staff Recommendation**

Staff recommends approval of ordinance 2019-07 on first reading.

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### **Fiscal Impact**

### **Attachments**

Ordinance 2019-07

Projects with Banners Installed on Parking Lot Light Poles

Summary of Proposed Code Amendments -- Revised

Code Comparison -- Updated -- 6-2019

Redline Version of Proposed Changes to the Code

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## **ORDINANCE 2019-07**

### **AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY REVISING SECTIONS 78-3, 78-43, 78-205, 78-225, 78-245, 78-417, 78-419, 78-420, AND 78-421 IN REGARD TO DECORATIVE BANNERS ON INTERIOR PARKING LOT LIGHT STANDARDS IN COMMERCIAL AND SERVICE INSTITUTION ZONING DISTRICTS**

**WHEREAS**, Chapter 78 of the Code of Ordinances of the City of Brentwood contains provisions regarding the erection and maintenance of signs within the City; and

**WHEREAS**, the Board of Commissioners desires to amend said provisions, along with related provisions on development standards in the commercial and service institution zoning districts: and

**WHEREAS**, the amendments set forth herein are designed to address aesthetic and traffic safety concerns for the benefit of the public health, safety and welfare, while allowing the use of signs and banners as a medium for conveying messages.

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

**SECTION 1.** That section 78-3 of Chapter 78, Article I, Division I, of the Code of Ordinances of the City of Brentwood shall be amended by revising the following definition inserted in the appropriate alphabetical order:

*Planned development:* means an interrelated development adhering to a master development plan and located on a single tract of land, or on two or more tracts of land which may be separated only by a street or other right-of-way. A planned development may be characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines or by two or more tracts in separate ownership and with separate structures.

**SECTION 2.** That section 78-43 of Chapter 78, Article II, Division I, subsection (a)(6) of the Code of Ordinances of the City of Brentwood shall be amended by revising the following definition to read as follows:

*Development plan* means:

- (6) A master plan for a planned commercial development approved by the planning commission pursuant to section 78-205(12), section 78-225(12), section 78-245(12) or section 78-255(8) herein; or

**SECTION 3.** That section 78-43 of Chapter 78, Article II, Division I, subsection (b)(3)(a) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- a. Approval by the planning commission of a master plan for a planned commercial development pursuant to section 78-205(12), section 78-225(12), section 78-245(12) or section 78-255(8) herein shall become effective upon the date the planning commission votes to approve the master plan. An approved master plan shall be vested for a period of three years from the date of approval.

**SECTION 4.** That sections 78-205, 78-225 and 78-245, subsections (12)(a)(b) and (c) of Chapter 78, Article III, Divisions 6, 7 and 8, of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- a. The planning commission may approve a master plan for the overall development of two or more tracts of land in separate ownership as a planned development as defined in section 78-3, provided that the minimum requirements set forth in section 78-11 for frontage to a public street or private access easements are met. The approved master plan shall show the location and placement of all proposed lots, buildings and open space for the entire development and shall also show any area within the development which is proposed to be arranged or grouped so as to allow for common parking, vehicle access and internal circulation, storm drainage, and signage. No site plan or subdivision plat that is inconsistent with the approved master plan shall be approved unless an amended master plan is first submitted to and approved by the planning commission.
- b. In a planned commercial development characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.
- c. In a planned commercial development characterized by a single structure or two or more tracts in separate ownership and with separate structures, each lot shall meet the minimum technical standards for green space as provided in this section. If a lot in such a development is created without frontage to a public street, the planning commission shall determine which yards shall be treated as the front, rear and side yards after review and recommendation of the planning department. No lot in such a development may be created in such a way as to leave any tract of land without frontage on and/or designated access to a public street.

**SECTION 5.** That section 78-255, subsection (8)(b) of Chapter 78, Article III, Division 9, of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- b. In a planned commercial development characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the



planning commission as if there were a single owner and structure on the combined tract.

**SECTION 6.** That section 78-417 of Chapter 78, Article V, Division 16, of the Code of Ordinances of the City of Brentwood shall be amended by revising the following definitions inserted in the appropriate alphabetical order:

*Banner* means any sign made of fabric or other flexible material that is mounted to a pole or otherwise mounted to allow movement caused by wind, or mounted on the ground and supported by poles. Flags, as defined herein, shall not be considered as banners under this article. Banners may be mounted on interior parking lot light poles within commercial and service institution districts, as permitted herein, and may display generic, seasonal or holiday graphics, and/or the name or logo of the development only. Banners shall not contain a commercial message. Banners must be made of weather resistant materials and mounted using rust proof materials. All banners shall be maintained in good repair and uniform in appearance and theme.

*Commercial message* means any wording or other representation that directly or indirectly names, advertises or calls attention to an individual business, product, service or other commercial activity, including wording such as "open," "grand opening", "sale" or "closing" in order to draw attention to a business.

*Directory sign* means a sign located at a driveway intersection within a service institution district property or a commercial subdivision, including signs with such information as the names and locations of the occupants and facilities located within the property.

**SECTION 7.** That section 78-419 of Chapter 78, Article V, Division 16, subsection (n) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (n) Any commercial sign located in a service institution or residential district unless otherwise provided for in this article.

**SECTION 8.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (c) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (c) *Signs allowed in service institution districts :*

**SECTION 9.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (c)(2)(c) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- c. *Temporary signs, except banners.* Temporary freestanding signs shall be limited to two per lot at any given time. Such signs include but are not limited to construction signs, political preference signs and social/special event announcements.

**SECTION 10.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (c)(4) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (4) *Athletic field signs and scoreboards.* Such signs and scoreboards shall be erected or mounted in a safe and secure manner. Scoreboard illumination shall comply with applicable lighting requirements for the underlying service institution district. Electronic message displays that are incorporated into scoreboards shall be operated at no other time except one hour prior to an athletic event until 30 minutes after the event has concluded, and during maintenance and testing periods, provided that no such electronic message display shall be operated between 10:30 p.m. and 7:00 a.m. Commercial messages shall not be displayed on any scoreboard other than on an electronic message display.

*Specifications:* Athletic field signs other than scoreboards shall be limited to a height of six feet and an area of 60 square feet each. A scoreboard, including any electronic message display, may not exceed a height of 30 feet. An electronic message display incorporated into a scoreboard may not exceed 200 square feet in area.

**SECTION 11.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (c) of the Code of Ordinances of the City of Brentwood shall be amended by inserting a new subsection (6), to read as follows:

- (6) *Decorative banners.* Decorative banners may be displayed on interior parking lot light poles within a service institution district. Such banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. Banners shall not contain a commercial message.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total of eight (8) square feet in area per banner. Up to a maximum of two banners mounted on opposite sides of the light pole may be permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if banners do not extend over a paved accessway, sidewalk or parking area. Banners may be displayed on no more than twenty-five percent (25%) of the interior light poles within the project.

**SECTION 12.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (d) of the Code of Ordinances of the City of Brentwood shall be amended by inserting a new subsection number (6), to read as follows:

- (6) *Decorative banners.* Decorative banners may be displayed on light poles within a planned commercial office development. Such banners may display generic, seasonal or holiday graphics. Banners shall not contain a commercial message.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total of eight (8) square feet in area per banner. A maximum of two banners mounted on opposite sides of the light pole are permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if banners do not extend over a paved accessway, sidewalk or parking area. Banners

may be displayed on no more than twenty-five percent (25%) of the interior light poles within the project.

**SECTION 13.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (e)(9) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (9) *Decorative banners.* Decorative banners may be displayed on interior parking lot light poles within a planned commercial retail or mixed use development. Such banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. Banners shall not contain a commercial message.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total area of ten (10) square feet per banner. A maximum of two banners mounted on opposite sides of the light pole are permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if they do not extend over a paved accessway, sidewalk or parking area.

**SECTION 14.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (f)(6) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (6) *Decorative banners.* Decorative banners may be displayed on interior parking lot light poles within a planned commercial retail or mixed use development. Such banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. Banners shall not contain a commercial message.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total area of ten (10) square feet per banner. A maximum of two banners mounted on opposite sides of the light pole are permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if the banners do not extend over a paved accessway, sidewalk or parking area.

**SECTION 15.** That section 78-421 of Chapter 78, Article V, Division 16, subsection (d) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (d) *Letter of compliance.* Prior to erecting or displaying a sign or banner, a property owner or tenant or the agent of a property owner or tenant may submit a written request to the sign administrator for verification that the sign or banner as proposed complies with the requirements of this article. The sign administrator may require that any person requesting such verification complete such forms or submit such information as may be needed by the sign administrator to make a determination.

**SECTION 16.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

**SECTION 17.** If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.

**SECTION 18.** That this ordinance shall take effect on September 1, 2019, or upon publication of notice of final passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____ <u>n/a</u>
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	<u>Williamson A.M.</u>
			Date of publication:	_____
PUBLIC HEARING	Notice published in:	_____ <u>n/a</u>		
	Date of publication:	_____		
	Date	_____ of	EFFECTIVE DATE	_____ <u>9/1/2019</u>
hearing:	_____			
_____ MAYOR Rhea E. Little, III			_____ RECORDER Holly Earls	

*Approved as to form:*

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

**DECORATIVE BANNERS ON PARKING LOT LIGHT POLES  
JUNE 2019**

<b>PROJECT NAME</b>	<b>LOCATION</b>	<b>ZONING</b>	<b># BANNERS</b>	<b>PROJECT AREA (AC)</b>	<b>BANNR SIZE EST.</b>	<b>SIZE (SF)</b>	<b># OF LIGHT POLES</b>	<b>COMMENTS</b>
Brentwood Academy	219 Granny White Pike	SI-2	22	49.21	18"x36"	4.50	40	BA 50th Anniversary banner
Brentwood Baptist Church	7777 Concord Rd.	SI-1	10	57.65	24"x60"	10.00	97	BBC 50th Anniversary banner
Brentwood Place SC	330 Franklin Rd.	C-2	56	29.95	24"x60"	10.00	37	Double Banners on 28 Light Poles - Commercial Message
Brentwood United Methodist Church	309 Franklin Rd	SI-1	12	13.09	18"x30"	3.75	25	Single Banners on Light Poles -- Church Name on Banners
CityPark Brentwood	Executive Ctr. Dr.	C-2	10	4.75	18"x24"	3.00	29	Single Banners on Light Poles -- Commercial Message
Creekside Crossing	101 Creekside Crossing	C-2	22	8.72	24"x48"	8.00	27	Double Banners on 10 Light Poles ** - Holiday/Winter Design
Hill Center Brentwood	201 Franklin Rd.	C-2	8	17.00	18"x42"	5.25	142	Double Banners on Four Light Poles - Commercial Message Logos
Jordan Elementary School	9714 Split Log Rd.	SI-2	8	71.00	24"x48"	8.00	5	Single Banners on Eight Light Poles
Lakeside Center	214 Ward Circle	C-2	8	3.07	24"x42"	7.00	10	Double Banners on Four Light Poles - Commercial Message
Tapestry	300/400 Centerview Dr.	C-4	4	7.03	18"x36"	4.50	5	Single Banners on Light Poles -- Commercial Message -- Along entrance drive only
Tractor Supply	5401 Virginia Way	C-1/SR	6	17.33	18"x60"	7.50	46	Single Banners on Light Poles -- Commercial Message
** Four Banners on Two Light Poles in Metro								

## SUMMARY OF PROPOSED AMENDMENTS -- ORDINANCE 2019-07

<b>ZONING ORDINANCE SECTION</b>	<b>ORDINANCE 2019-07 REFERENCE</b>	<b>EXPLANATION</b>
78--3	Section 1	Amendment to Definition "Planned Development" -- addition of the words " <i>a single structure</i> " in the second sentence.
78-43(a)6	Section 2	Clean-up item -- Corrected the reference for Section 78-255(8) changing from subsection 7.
78-43(b)3a	Section 3	Clean-up item -- Corrected the reference for Section 78-255(8) changing from subsection 7.
78-205(12)a, b & c 78-225(12)a, b & c and 78-245(12)a, b & c	Section 4	Amend the three subsections deleting " <i>in excess of five acres</i> " in subsection (a). Amends subsections (b & c) by adding " <i>a single structure</i> " to the first sentence of each
78-255(8)b	Section 5	Amends subsection (b) by adding " <i>a single structure</i> " to the first sentence
78-417	Section 6	Amends the definition of Banner by adding the last four sentences; Amends the definition of Commercial message by removing "logo, symbol, image"; clean up the definition of directory sign changing the word " <i>institution al to Institution</i> " to reflect the correct name of the SI district
78-419(n)	Section 7	Clean up -- Correct the reference to the name of the SI zoning district from " <i>institution al to institution</i> "
78-420(C)	Section 8	Clean up -- Correct the reference to the name of the SI zoning district from " <i>institution al to institution</i> "
78-420(c)2c	Section 9	Amend Temporary Sign requirements removing the word " <i>including</i> " and replacing with the word " <i>except</i> "
78-420(c)4	Section 10	Clean up -- Correct the reference to the name of the SI zoning district from " <i>institution al to institution</i> "
78-420(c)6	Section 11	Amend section by inserting a new subsection (6) to allow banners on parking lot light poles in SI districts
78-420(d)6	Section 12	Amend section by inserting a new subsection (6) to allow banners on parking lot light poles in C-1 districts.
78-420(e)9	Section 13	Amend section by expanding the requirements for banners on parking lot light poles in C-2 & C-3 districts.
78-420(f)6	Section 14	Amend section by expanding the requirements for banners on parking lot light poles in C-4 districts.
78-421(d)	Section 15	Amend section inserting the words " <i>or banner</i> " in two places within the paragraph.

BANNER CODE COMPARISON			
Zoning District	Existing Code	Proposed Code	Proposed Size
C-1	No allowance for banners	Banners may display generic seasonal or holiday graphics. No commercial message or name of specific product or individual business. <b>Allow banners on up to 25% of interior light poles.</b>	8 sq. ft.
C-2	Banners may be displayed on light poles in a planned commercial retail or mixed use development. Commercial messages are prohibited. <b>No limit on number of poles, or size of banners</b>	Banners may be displayed on light poles in a planned commercial retail or mixed use development. Banners may display generic seasonal or holiday graphics or the name or logo of the development. No commercial message or name of specific product or business. <b>No limit on number of light poles.</b>	10 sq. ft.
C-3	Same as C-2	Same as C-2	10 sq. ft.
C-4	Banners may be displayed on light poles within a planned commercial retail or mixed use development. Commercial messages are prohibited. <b>No limit on number of poles, or size of banners</b>	Banners may be displayed on light poles in a planned commercial retail or mixed use development. Banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. No commercial message or promote a specific product or individual business. <b>No limit on number of light poles</b>	10 sq. ft.
SI-1	Temporary signs, including banners are limited to two per lot at any given time. The signs include but are not limited to construction signs, political preference signs and social/special event announcements. Size requirements -- 32 sf, banners with 2 sign faces shall not exceed 16 sf each side. <b>No allowance for banners mounted on light poles</b>	Banners may be displayed on light poles within an SI district. Banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. No commercial messages. <b>Allow banners on up to 25% of interior light poles.</b>	8 sq. ft.
SI-2	Same as SI-1	Same as SI-1	8 sq. ft.
SI-3	Same as SI-1	Same as SI-1	8 sq. ft.
SI-4	Same as SI-1	Same as SI-1	8 sq. ft.

**Sec. 78-3. Definitions. (Ordinance 2019-07 – Section 1)**

*Planned development* means an interrelated development adhering to a master development plan and located on a single tract of land, or on two or more tracts of land which may be separated only by a street or other right-of-way. A planned development may be characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines or by two or more tracts in separate ownership and with separate structures.

**Sec. 78-43. Timeline for approval; vested rights. (78-43)(a) (Ordinance 2019-07 – Section 2)**

- (6) A master plan for a planned commercial development approved by the planning commission pursuant to section 78-205(12), section 78-225(12), section 78-245(12) or section 78-255(~~78~~) herein; or

**Sec. 78-43(b)(3)(a) Planned commercial development master plans. (Ordinance 2019-07 – Section 3)**

- a. Approval by the planning commission of a master plan for a planned commercial development pursuant to section 78-205(12), section 78-225(12), section 78-245(12) or section 78-255(~~78~~) herein shall become effective upon the date the planning commission votes to approve the master plan. An approved master plan shall be vested for a period of three years from the date of approval.

**Sec. 78-205(12). Technical standards – C-1. (Ordinance 2019-07 – Section 4)**

Planned commercial developments:

- a. The planning commission may approve a master plan for the overall development of a tract of land ~~in excess of five acres~~ as a planned development as defined in section 78-3, provided that the minimum requirements set forth in section 78-11 for frontage to a public street or private access easements are met. The approved master plan shall show the location of all proposed lots, buildings and green space for the entire development and shall also show any area within the development which is proposed to be arranged or grouped so as to allow for common parking, vehicle access and internal circulation, storm drainage, and signage. No site plan or subdivision plat that is inconsistent with the approved master plan shall be approved unless an amended master plan is first submitted to and approved by the planning commission.
- b. In a planned commercial development characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.
- c. In a planned commercial development characterized by a single structure or two or more tracts in separate ownership and with separate structures, each lot shall meet the minimum technical standards for green space as provided in this section. If a lot in such a development is created without frontage to a public street, the planning commission shall determine which yards shall be treated as the front, rear and side yards after review and recommendation of



the planning department. No lot in such a development may be created in such a way as to leave any tract of land without frontage on and/or designated access to a public street.

**Sec. 78-225(12). Technical standards – C-2 (Ordinance 2019-07 – Section 4)**

- a. The planning commission may approve a master plan for the overall development of a tract of land ~~in excess of five acres~~ as a planned development as defined in section 78-3, provided that the minimum requirements set forth in section 78-11 for frontage to a public street or private access easements are met. The approved master plan shall show the location of all proposed lots, buildings and green space for the entire development and shall also show any area within the development which is proposed to be arranged or grouped so as to allow for common parking, vehicle access and internal circulation, storm drainage, and signage. No site plan or subdivision plat that is inconsistent with the approved master plan shall be approved unless an amended master plan is first submitted to and approved by the planning commission.
- b. In a planned commercial development characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.
- c. In a planned commercial development characterized by a single structure or two or more tracts in separate ownership and with separate structures, each lot shall meet the minimum technical standards for green space as provided in this section. If a lot in such a development is created without frontage to a public street, the planning commission shall determine which yards shall be treated as the front, rear and side yards after review and recommendation of the planning department. No lot in such a development may be created in such a way as to leave any tract of land without frontage on and/or designated access to a public street.

**Sec. 78-245. Technical standards – C-3 (Ordinance 2019-07 – Section 4)**

- a. The planning commission may approve a master plan for the overall development of a tract of land ~~in excess of five acres~~ as a planned development as defined in section 78-3, provided that the minimum requirements set forth in section 78-11 for frontage to a public street or private access easements are met. The approved master plan shall show the location of all proposed lots, buildings and green space for the entire development and shall also show any area within the development which is proposed to be arranged or grouped so as to allow for common parking, vehicle access and internal circulation, storm drainage, and signage. No site plan or subdivision plat that is inconsistent with the approved master plan shall be approved unless an amended master plan is first submitted to and approved by the planning commission.
- b. In a planned commercial development characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.
- c. In a planned commercial development characterized by a single structure or two or more tracts in separate ownership and with separate structures, each lot shall meet the minimum

technical standards for green space as provided in this section. If a lot in such a development is created without frontage to a public street, the planning commission shall determine which yards shall be treated as the front, rear and side yards after review and recommendation of the planning department. No lot in such a development may be created in such a way as to leave any tract of land without frontage on and/or designated access to a public street.

**Sec. 78-255. Technical standards – C-4 (Ordinance 2019-07 – Section 5)**

- b. In a planned commercial development characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.

**Sec. 78-417. Definitions. (Ordinance 2019-07 – Section 6)**

*Banner* means any sign made of fabric or other flexible material that is mounted to a pole or otherwise mounted to allow movement caused by wind, or mounted on the ground and supported by poles. Flags, as defined herein, shall not be considered as banners under this article. Banners may be mounted on parking lot light poles within commercial or service institution districts, as permitted herein, and may display, generic seasonal or holiday graphics and/or the name or logo of the development only. Banners shall not contain a commercial message or promote a specific product or individual business. Banners must be made of weather resistant materials and mounted using rust-proof materials. All banners shall be maintained in good repair and be uniform in appearance and theme.

*Commercial message* means any wording, ~~logo, symbol, image~~ or other representation that directly or indirectly names, advertises or calls attention to a business, product, service or other commercial activity, including wording such as "open," "grand opening", "sale" or "closing" in order to draw attention to a business.

*Directory sign* means a sign located at a driveway intersection within a service institution~~a~~ district property or a commercial subdivision, including signs with such information as the names and locations of the occupants and facilities located within the property.

**Sec. 78-419. Prohibited signs. (Ordinance 2019-07 – Section 7)**

- (n) Any commercial sign located in a service institution~~a~~ or residential district unless otherwise provided for in this article.

**Sec. 78-420(c). Allowable signs by zoning district. (Ordinance 2019-07 – Section 8)**

- (c) *Signs allowed in service institution~~a~~ districts :*

**Sec. 78-420(c)(2)(c). (Ordinance 2019-07 – Section 9)**

- d. *Temporary signs, ~~including except~~ banners .* Temporary freestanding signs shall be limited to two per lot at any given time. Such signs include but are not limited to construction signs, political preference signs and social/special event announcements.

**Sec. 78-420(c)(2)(c). (Ordinance 2019-07 – Section 10)**

- (4) *Athletic field signs and scoreboards* . Such signs and scoreboards shall be erected or mounted in a safe and secure manner. Scoreboard illumination shall comply with applicable lighting requirements for the underlying service institution~~al~~ district. Electronic message displays that are incorporated into scoreboards shall be operated at no other time except one hour prior to an athletic event until 30 minutes after the event has concluded, and during maintenance and testing periods, provided that no such electronic message display shall be operated between 10:30 p.m. and 7:00 a.m. Commercial messages shall not be displayed on any scoreboard other than on an electronic message display.

**Sec. 78-420(c). (Ordinance 2019-07 – Section 11)**

- (6) *Decorative banners*. Decorative banners may be displayed on interior parking lot light poles within a service institution district. Such banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. Banners shall not contain a commercial message.

*Specifications: Banners having two faces may be installed on interior parking lot light poles, not to exceed a total of eight (8) square feet in area per banner. Up to a maximum of two banners mounted on opposite sides of the light pole may be permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if banners do not extend over a paved accessway, sidewalk or parking area. Banners may be displayed on no more than twenty-five percent (25%) of the interior light poles within the project.*

**Sec. 78-420(d)(6). (Ordinance 2019-07 – Section 12)**

- (6) *Decorative banners*. Decorative banners may be displayed on light poles within a planned commercial office development. Such banners may display generic, seasonal or holiday graphics. Banners shall not contain a commercial message or promote an individual business.

*Specifications: Banners having two faces may be installed on interior parking lot light poles, not to exceed a total of eight (8) square feet in area per banner. A maximum of two banners mounted on opposite sides of the light pole are permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if banners do not extend over a paved accessway, sidewalk or parking area. Banners may be displayed on no more than twenty-five percent (25%) of the interior light poles within the project.*

**Sec. 78-420(e)(9). (Ordinance 2019-07 – Section 13)**

- (9) *Decorative banners*. Decorative banners may be displayed on interior parking lot light poles within a planned commercial retail or mixed use development. Such banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. Banners shall not contain a commercial message or promote a specific product or individual business.

*Specifications: Banners having two faces may be installed on interior parking lot light poles, not to exceed a total area of ten (10) square feet per banner. A maximum of two banners mounted on opposite sides of the light pole are permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom*

of the banner. Alternate heights may be approved by staff, if they do not extend over a paved accessway, sidewalk or parking area.

**Sec. 78-420(f)(6). (Ordinance 2019-07 – Section 14)**

(6) *Decorative banners.* Decorative banners may be displayed on interior parking lot light poles within a planned commercial retail or mixed use development. Such banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. Banners shall not contain a commercial message or promote a specific product or individual business.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total area of ten (10) square feet per banner. A maximum of two banners mounted on opposite sides of the light pole are permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if they do not extend over a paved accessway, sidewalk or parking area.

**Sec. 78-421(d). Administration and enforcement. (Ordinance 2019-07 – Section 15)**

- (d) *Letter of compliance.* Prior to erecting or displaying a sign or banner, a property owner or tenant or the agent of a property owner or tenant may submit a written request to the sign administrator for verification that the sign or banner as proposed complies with the requirements of this article. The sign administrator may require that any person requesting such verification complete such forms or submit such information as may be needed by the sign administrator to make a determination.

## **Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Resolution 2019-70 - Agreement with Sessions Paving for Construction of Maryland Farms Greenway Trail

**Submitted by:** Kirk Bednar, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Resolution 2019-70 - Agreement with Sessions Paving for Construction of Maryland Farms Greenway Trail

#### **Background**

One of the recommendations included in the final report from the Bicycle and Pedestrian Ad-Hoc Advisory Committee was construction of a multi-use trail connecting Powell Park and Maryland Way Park via the City-owned Maryland Farms Greenway and the YMCA and Jordan properties (see attached original trail route map).

Over the course of the past three years, the City has held multiple meetings with property owners adjacent to the greenway and other interested residents to discuss this trail proposal. To allow for construction of the trail, the City Commission had to amend the special zoning restrictions that apply to the greenway as originally approved in June 1997. The amendment to the special restrictions was approved by the City Commission via Ordinance 2017-19 approved on October 26, 2017.

Engineering design work on the trail was initially completed in early 2019, and the project was bid in late February. The low construction bid at that time was in excess of \$1.1 million, which when added to the engineering design costs and permanent easement costs would have brought the project's total cost to slightly more than \$1.3 million. The total allocated budget for the project, including engineering, is \$1 million.

To bring the project back in line with the available budget, staff determined that splitting the project into phases would be the most appropriate course of action. As a result, staff rebid the project in May with a reduced scope that provides for the trail to extend from Powell Park to the rear of the Maryland Farms YMCA. This phase still provides significant benefit by connecting the park to the YMCA as well as providing access to retail and office developments in between. Planning for eventual completion of the trail to Maryland Way Park in a second phase will be considered as part of future capital improvements planning.

Sessions Paving Company was the low bidder on the second bid in the amount of \$918,833.75. Note that this bid amount includes a \$100,000 contingency allowance that would only be utilized if necessary, subject to written approval from City staff. Sessions Paving Company is a Nashville based company that has successfully completed street resurfacing work for the City in prior years.

If this contract is approved, it is expected that trail construction will start by early August and be complete before the end of the calendar year.

### **Staff Recommendation**

Staff recommends approval of Resolution 2019-70.

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### **Fiscal Impact**

**Amount :** \$918,833.75

**Source of Funds:** Capital Projects Fund

**Account Number:** 311-43100-1001

#### **Fiscal Impact:**

The bid amount includes a \$100,000 contingency allowance. Sufficient funds are allocated in the FY 2020 Capital Projects Fund budget for this contract award.

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### **Attachments**

Resolution 2019-70

Engineer's Recommendation Letter

Contract No. 2019-079

Proposed Phase I Route

Original Trail Route

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**RESOLUTION 2019-70**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND SESSIONS PAVING COMPANY FOR CONSTRUCTION OF  
MARYLAND FARMS GREENWAY TRAIL, 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, Tennessee and Sessions Paving Company for construction of Maryland Farms Greenway Trail, 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

\_\_\_\_\_  
Rhea E. Little, III

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

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

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

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



**SULLIVAN ENGINEERING, INC.**

317 MAIN STREET, SUITE 201  
FRANKLIN, TN. 37064  
(615) 642-5822

May 17, 2019

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

RE: Maryland Farms Trail  
Project length 4,314+/- L.F.  
City of Brentwood, Tennessee  
SEI project no. 18-001

Dear Todd,

On Tuesday May 15, 2019 at 1:30 P.M., bids were received at Brentwood City Hall and read allowed for the construction of Roadway Improvements for Maryland Farms Trail. Prior to opening the bids four contractors obtained construction documents and attended the Mandatory Pre-Bid Conference, required for submitting a bid. Two of the four potential Bidders returned bids, which have been reviewed for errors, omissions, or irregularities in accordance with the contract documents. Bids received are as follows:

NAME	BONDING COMPANY	BID
Adams Contracting, LLC		No Bid
Cunningham Construction & Dev., LLC		No Bid
Jarrett Builders, Inc.	Westfield Insurance Company	\$1,169,330.00
Sessions Paving Co.	Berkley Insurance Company	\$918,833.75

Sessions Paving Company is low bidder having satisfied all bidding requirements. Mr. Robert Hutcheson, President Sessions Paving Company will be overseeing construction of the Bike/Pedestrian Trail. I have contacted Mr. Hutcheson about performance of this contract concerning the current workload of Sessions Paving Company, and Mr. Hutcheson, has assured me that Sessions Paving Company will make available the necessary work force, and equipment to meet the schedule set forth in the construction documents. Having reviewed Sessions Paving Company bid package it appears to meet all of the requirements stated in the "Instruction to Bidders"; and SEI considers their bid as acceptable for this





project. SEI recommends' the project is awarded to Sessions Paving Company. A copy of the Bid Tabulation and Construction Contract has been attached for your review.

Upon approval by the City Commissioners and Mayor, our staff will distribute a construction contract packet to Sessions Paving Company. This packet will include the contract, performance bond, and insurance requirements, which need to be signed and executed. Execution of the aforementioned packet typically takes between three to five working days. After we receive acceptable paper work, the "Notice to Proceed" can be issued.

As always, it has been a pleasure to service 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. Kristen Corn, Brentwood City Attorney

Mr. Jeff Donegan, City of Brentwood

Mr. Mike Harris, City of Brentwood

Mr. Robert Hutcheson, Sessions Paving Company

**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

---

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 Sessions Paving Company (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 and pavement of Maryland Farms Trail the limits shown on the construction documents.
- (2) The complete construction of all private or public ingress/egress entrances to the limits shown on the construction documents.
- (3) The complete installation of all traffic and erosion control measures as indicated on the construction documents.
- (4) The installations of all topsoil, sod, concrete paver, and all incidentals necessary for completion of this project.
- (5) 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:** May 15, 2019

**Description (Name and Location):**

**Project:** Maryland Farms Trail

Project length 4,314+/- L.F.

**Engineer's Contract No.** 18-001

**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 October 15, 2019. The project shall be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before October 31, 2019.
- B. Construction of the permeable pavers across the earthen dam **must** be done during the dryer months.
  - a. The owner shall be notified a minimum of two weeks prior to construction of permeable pavers and once work has been initiated the contractor shall have a 30 calendar day period to complete this phase of the work. If work is not completed within the 30-calendar day period Liquidated Damages shall be assessed until the permeable pavers are completed.

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 A 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. CONTRACTOR and OWNER recognize that time is of the essence for installation of permeable pavers and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 B above. 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 4.02B 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 A for completion and readiness for final payment until the Work is completed and ready for final payment.
- C. 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**

<b>ESTIMATED QUANTITIES</b>						
<b>FOOTNOTES</b>	<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST QTY.</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
		<b>ASPHALT TRAIL</b>				
	105-01	CONSTRUCTION STAKES LINES AND GRADES	L.S.	1	\$53,750.00	\$53,750.00
	201-01	CLEARING AND GRUBBING	L.S.	1	\$40,000.00	\$40,000.00
	202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS IN ACCORDANCE WITH SECTION 202-01 OF THE STANDARD SPECIFICATIONS, INCLUSIVE BUT NOT LIMITED TO ITEMS SUCH AS PAVEMENT (RIGID AND FLEXIBLE), SIGNS, BOLLARDS, CURBS, CONCRETE (ENDWALL AND DRAINAGE STRUCTURES), FENCES, GUARDRAIL, MAILBOXES AND ALL OTHER ITEMS WITHIN THE GRADING LIMITS UNLESS OTHERWISE NOTED TO REMAIN.)	L.S.	1	\$10,000.00	\$10,000.00
	202-03.01	REMOVAL OF ASPHALT PAVEMENT (INCLUDES REMOVAL OF ASPHALT WITHIN THE CONSTRUCTION INGRESS/EGRESS POINTS. THE OWNER OR OWNERS REPRESENTATIVE WILL MARK AREAS TO BE REMOVED. OTHER ITEMS WITHIN THE CONTRACT WILL PROVIDE NECESSARY MATERIALS FOR ANY REPAIRS.)	S.Y.	1336	\$10.00	\$13,360.00
	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED), (INCLUDES 19 C.Y. FOR CONSTRUCTION ENTRANCE)	C.Y.	2129	\$30.00	\$63,870.00
3	203-02.03	BORROW EXCAVATION (SOLID ROCK, MAX SIZE 6")	TON	455	\$60.00	\$27,300.00
	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	455	\$40.00	\$18,200.00
	203-04	PLACING AND SPREADING TOPSOIL (6", COORDINATE WITH BRENTWOOD SPECIAL PROVISION CB-109)	C.Y.	418	\$25.00	\$10,450.00
10	203-05	UNDERCUTTING (UNIT PRICE BIDS INCLUDES MINERAL AGGREGATE, SIZE 1 BACKFILL)	C.Y.	698	\$80.00	\$55,840.00
	203-06	WATER	M.G.	303	\$10.00	\$3,030.00
2	204-07	BEDDING MATERIAL (PIPE) CLASS "B"	C.Y.	92	\$40.00	\$3,680.00
2	204-08.01	BACKFILL MATERIAL (FLOWABLE FILL, PRIOR APPROVAL MUST BE OBTAINED FROM THE ENGINEER OR FIELD INSPECTOR PRIOR TO USE.	C.Y.	10	\$200.00	\$2,000.00
	206-01	FINAL DRESSING (TO BE FOR FINAL SITE CLEAN-UP PRIOR TO FINAL ACCEPTANCE AND CLOSURE OF THE PROJECT)	STA.	43	\$350.00	\$15,050.00
	209-05	SEDIMENT REMOVAL	C.Y.	37	\$10.00	\$370.00

ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY.	UNIT PRICE	AMOUNT
4, 5	209-08.02	TEMPORARY SILT FENCE WITH BACKING, (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	2137	\$7.00	\$14,959.00
4,5	209-08.06	ENHANCED SILT FENCE CHECK (TRAPEZOIDAL), DEPTH, OR AS DIRECTED BY THE ENGINEER, AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	5	\$500.00	\$2,500.00
4	209-40.41	CATCH BASIN FILTER ASSEMBLY (TYPE 1), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	3	\$500.00	\$1,500.00
6	303-01	MINERAL AGGREGATE TYPE A BASE GRADING "D"	TON	2573	\$36.00	\$92,628.00
6	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2, (INCLUDES 235 TONS FOR MAINTENANCE OF INGRESS/EGRESS DRIVES)	TON	332	\$120.00	\$39,840.00
6	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC), (INCLUDES 8 TONS FOR MAINTENANCE OF INGRESS/EGRESS DRIVES)	TON	16	\$1.00	\$16.00
6	402-02	AGGREGATE FOR COVER MATERIAL (PC), (INCLUDES 28 TONS FOR MAINTENANCE OF INGRESS/EGRESS DRIVES)	TON	63	\$1.00	\$63.00
6	407-20.05	SAW CUTTING ASPHALT PAVEMENT, (TO BE USED AS DIRECTED BY THE ENGINEER. IF THE CONTRACTOR ELECTS TO SAW CUT FOR OTHER PURPOSES, PAYMENT SHALL BE DISALLOWED UNLESS PRE-APPROVED BY THE ENGINEER.)	L.F.	2504	\$3.50	\$8,764.00
6	411-01.11	ACS MIX(PG64-22) GRADING "E ", (INCLUDES 407 TONS FOR MAINTENANCE OF INGRESS/EGRESS DRIVES)	TON	818	\$132.00	\$107,976.00
7	611-42.01	CATCH BASINS, TYPE 42, DEPTH 0' - 4', (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION, COORDINATE WITH TDOT STD DRAWING D-CB-42S AND D-CBB-42. APPROVED ALTERNATE, ADS NYLOPLAST 7001-110-0527 AND 7001-110-525)	EACH	2	\$4,000.00	\$8,000.00
7	611-42.02	CATCH BASINS, TYPE 42, DEPTH 4' - 8', (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION, COORDINATE WITH TDOT STD DRAWING D-CB-42S AND D-CBB-42. APPROVED ALTERNATE, ADS NYLOPLAST	EACH	1	\$4,500.00	\$4,500.00

ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY.	UNIT PRICE	AMOUNT
		7001-110-0527 AND 7001-110-525)				
	701-01.08	CONCRETE PAVERS (HYDRO PAVERS (PERMEABLE, DARK GRAY) OR AN APPROVED EQUAL), (INCLUSIVE OF A CONCRETE OR STEEL CONTAINMENT BORDER, AGGREGATE (4" MIN) CLASS "A" GRADING "D" BASE AND SAND BEDDING PER THE MANUFACTURERS SPECIFICATIONS)	S.F.	4960	\$16.00	\$79,360.00
3	707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	3350	\$4.00	\$13,400.00
3	709-05.05	MACHINED RIP-RAP (CLASS A-3), (TO BE USED FOR THE CONSTRUCTION ENTRANCE)	TON	267	\$40.00	\$10,680.00
	709-05.07	MACHINED RIP-RAP (CLASS A-2), (TO BE USED FOR OUTLET PROTECTION)	TON	68	\$40.00	\$2,720.00
1	710-06.12	LATERAL UNDERDRAIN ENDWALL (3:1), (COORDINATE WITH TDOT STD DRAWING RD-UD-7)	EACH	7	\$500.00	\$3,500.00
	712-01	TRAFFIC CONTROL (UNIT PRICE BID INCLUDES INSTALLATION, MAINTENANCE AND REMOVAL COST OF ALL CONFLICTING PAVEMENT MARKINGS (TEMPORARY OR PERMANENT), AND ALL TEMPORARY PAVEMENT MARKINGS THROUGHOUT THE LIFE OF THE PROJECT INCLUSIVE OF TEMPORARY MARKINGS ON THE FINAL ASPHALT TOPPING.)	L.S.	1	\$15,000.00	\$15,000.00
	712-06	SIGNS (CONSTRUCTION), (ESTIMATED QUANTITY IS BASED ON PHASE WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF MAINTENANCE AND ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE CONSTRUCTION PROJECT.)	S.F.	44	\$10.00	\$440.00
	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	48	\$16.00	\$768.00
	713-15.35	METAL BARRICADES (TYPE III), (10 lf)	EACH	1	\$850.00	\$850.00
	717-01	MOBILIZATION	L.S.	1	\$20,000.00	\$20,000.00
	740-10.03	GEOTEXTILE (TYPE III), (STABILIZATION), (TO BE USED FOR CONSTRUCTION ENTRANCE)	S.Y.	457	\$6.50	\$2,970.50
4,5	740-11.03	TEMPORARY SEDIMENT TUBE 18 INCH (TO BE USED FOR EROSION CONTROL OF "V-DITCH", AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	2137	\$7.00	\$14,959.00
	801-01	SEEDING (WITH MULCH)	UNIT	106	\$45.00	\$4,770.00
	801-03	WATER (SEEDING & SODDING)	M.G.	63	\$20.00	\$1,260.00
	803-01	SODDING (NEW FESCUE SOD, INSTALLATION SHALL BE INSTALLED ON TOPSOIL. TOPSOIL SHALL HAVE A MINIMUM DEPTH OF 6-INCHES)	S.Y.	5245	\$6.00	\$31,470.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II), (TO BE USED FOR SLOPE STABILIZATION)	S.Y.	2623	\$1.75	\$4,590.25
SUB-TOTAL ASPHALT TRAIL						\$804,383.75

ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY.	UNIT PRICE	AMOUNT
ALTERNATIVE						

FOOTNOTES	ITEM NO.	ITEM DESCRIPTION FOR PIPE ALT "A" ASPHALT	UNIT	EST QTY.	UNIT PRICE	AMOUNT
8	607-01.02	12" CONCRETE PIPE CULVERT (CLASS III)	L.F.	135	\$90.00	\$12,150.00
8	607-02.02	15" CONCRETE PIPE CULVERT (CLASS III)	L.F.	23	\$100.00	\$2,300.00
SUB-TOTAL ASPHALT TRAIL ALTERNATIVE						\$14,450.00
CONTINGENCY ALLOWANCE						\$100,000.00
ESTIMATED PROJECT TOTAL						\$918,833.75

**Total of All Unit Prices:**

**Nine Hundred Eighteen Thousand Eight Hundred Thirty Three Dollars and 75/100**

(Words Dollars)

**\$918,833.75**

(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 -12 -, 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 thru 7, 8 thru 8H, 9 and 9A with each sheet bearing the following general title: Maryland Farms Trail.
10. Addenda (numbers -1- to -1-, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed (pages -1- to -1-, inclusive);
  - b. CONTRACTOR's Bid (pages -0- to -60-., 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 14.01.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 14.

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 \_\_\_\_\_, 2019 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

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.)

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:

Designated Representative:

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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









OLD HICKORY BLVD

OLD HICKORY BLVD

ARCARO PL

MARYLAND WAY

CONTINENTAL PL

WINNERS CIR

WESTWOOD PL

WESTPARK DR

PENN WARREN DR

CADILLAC DR

CREEKSIDE XING

BRENTWOOD BLVD

BRENTWOOD BLVD

THOROUGHbred LN

Maryland Way  
Park

Jordan Property

YMCA Property

Maryland Farms  
POA Property

Greenway

Powell Park

LENOX RD

WILLIAMSBURG RD

WILLIAMSBURG CT

DYER LN

ARNOLD RD

MOSLEY DR

CORNWALL DR

SEWARD RD

ROBINHOOD RD

MEADOW LAKE RD

HAYESWOOD DR

OAKVALE DR



## **Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Resolution 2019-71 -- Terminating the Agreement with Contractor Services Unlimited for the Removal of the Structural Remains Located at 7 Medalist Court

**Submitted by:** Jeff Dobson, Planning & Codes

**Department:** Planning & Codes

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### **Information**

#### **Subject**

Resolution 2019-71 -- Terminating the Agreement with Contractor Services Unlimited for the Removal of the Structural Remains Located at 7 Medalist Court

#### **Background**

The attached resolution authorizes the termination of the agreement with Contractor Services Unlimited for the removal of the structural remains located at 7 Medalist Court in the Governors Club Subdivision.

As you are aware, the removal of the burned structural remains at 7 Medalist Court was ordered by the Brentwood Board of Building Construction Appeals. The property owners have not complied with the order, and therefore, the City has proceeded to cause such demolition and removal. On June 10, 2019, the Board of Commissioners approved Resolution 2019-57 authorizing an agreement with Contractor Services Unlimited for the removal of the structural remains located at 7 Medalist Court.

After the approval of the award, the agreement was signed, which required that the successful bidder meet certain bond requirements and obtain surety in a form acceptable to the City Attorney. The contractor was notified that the City would accept a performance bond in the full amount of the contract. On June 28, the City was notified that the insurance company for Contractor Services Unlimited insurance company would not authorize the issuance of the required performance bond. Due to Contractor Services Unlimited's inability to comply with the surety conditions of the contract, staff recommends termination for cause pursuant to Section 26 of the agreement.

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

**Staff Recommendation**

Staff is recommending approval of Resolution 2019-71 terminating the original agreement to Contractor Services Unlimited for the removal of the structural remains located at 7 Medalist Court.

**Previous Commission Action**

On June 10, 2019 the Board of Commissioners voted to approve Resolution 2019-57 to award the contract for the removal of the structural remains located at 7 Medalist Court in the Governors Club Subdivision.

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**Fiscal Impact****Attachments**

Resolution 2019-71  
Signed Agreement  
Images of Remains

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**RESOLUTION 2019-71**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE  
TERMINATION OF AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND CONTRACTOR SERVICES UNLIMITED, INC. FOR  
DEMOLITION OF THE RESIDENTIAL STRUCTURAL REMAINS LOCATED AT 7  
MEDALIST COURT**

**WHEREAS**, the Board of Commissioners approved Resolution 2019-57 on June 10, 2019, authorizing an agreement with Contractor Services Unlimited, Inc. for demolition of the residential structural remains located at 7 Medalist Court; and

**WHEREAS**, it is appropriate that the contract with Contractor Services Unlimited, Inc. be terminated due to the inability of the contractor to fulfill the surety obligations contained in the contract.

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

**SECTION 1.** That the Agreement by and between the City of Brentwood and Contractor Services Unlimited, Inc. for demolition of the residential structural remains located at 7 Medalist Court is hereby terminated.

**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 Rhea E. Little, III

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

*Approved as to form:*

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

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

## CONTRACT FOR DEMOLITION OF RESIDENTIAL STRUCTURE

COB Contract No. 2019-064

THIS CONTRACT is hereby entered into this 10<sup>th</sup> day of June, 2019, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and CONTRACTOR SERVICES UNLIMITED, INC., hereinafter called the "Contractor."

### **1. SCOPE AND COST OF THIS CONTRACT**

The Contractor shall be responsible for demolition of the structural remains located at 7 Medalist Court, Brentwood, Tennessee, including all foundations and driveway improvements, in accordance and full compliance with the attached bid specifications and site demolition overview. The work to be done consists of furnishing all labor, materials, supplies, tools, plant and equipment necessary to perform all work and services described in this contract and the attachments hereto. Such work shall be performed at a cost of \$39,660.00, as set forth in the Bid Form submitted by Contractor.

### **2. CONTRACT DOCUMENTS**

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Bid Form submitted by Contractor, attached hereto as "Attachment A," and the bid specifications, attached hereto as "Attachment B".

### **3. CITY'S REPRESENTATIVE**

Wherever in this Contract the term "City's Representative" is used, it shall mean the person designated by the City to represent the City in overseeing the completion of the work to be done under this Contract.

### **4. CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has, by his examination, satisfied itself as to the nature and location of the work; the character, quality and quantity of the materials to be encountered; the character of equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

### **5. PERMITS**

Permits necessary for the prosecution of the work shall be secured by the Contractor.

### **6. PROTECTION**

Whenever the conditions, laws or ordinances require, the Contractor shall furnish and maintain, at its own expense and cost, necessary passageways, guard fences, barriers and lights, and such additional facilities and means of protection as may be required to provide safe conditions at all times.

## **7. CONSENT TO TRANSFER**

The Contractor shall not assign or transfer this Contract or any part thereof without consent of the City, given in writing. Such consent does not release or relieve the Contractor from any of its obligations and liabilities under this Contract.

## **8. SITE SUPERVISION**

The Contractor shall constantly supervise all the work embraced in this Contract in person or by a duly authorized representative acceptable to the City.

## **9. CORRECTIONS TO CONTRACT DOCUMENTS**

The Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

## **10. INSPECTIONS**

All work done by the Contractor shall be open to the inspection, acceptance and rejection of City's Representative at all times. The Contractor shall provide reasonable and necessary opportunities for inspection of the work.

## **11. DEFECTIVE WORK OR MATERIALS**

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill this Contract as herein prescribed. Any defective work may be rejected and shall be made good, notwithstanding that such work has been previously overlooked by the City's Representative and accepted. If the work or any part thereof shall be found defective before the final acceptance of the work, the Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the City's Representative. If the Contractor shall fail to remedy such defective work after reasonable notice, the City's Representative may cause such defective work to be remedied by the City or other persons, and the expense thereof shall be deducted from the amount to be paid the Contractor.

## **12. INDEMNITY**

The Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers and agents, from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by negligence or not, or in consequence of any negligence in guarding the same, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of any acts of omission of the Contractor, his servants or agents; and the Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

## **13. BOND REQUIREMENTS**

Prior to commencing work under this Contract, the Contractor agrees to furnish a performance bond with good and sufficient surety or sureties acceptable to the City, conditioned upon the Contractor's full

completion of the work pursuant to this Contract and any amendment or extension thereof. The bond may be in the form of (a) a surety bond, in a form acceptable to the City Attorney, provided by a surety or sureties with an "A-" or better rating according to A.M. Best Company, or (b) a letter of credit, in a form acceptable to the City Attorney, from a financial institution which maintains a local office within the City of Brentwood.

#### **14. RISK**

The Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes until acceptance by the City's Representative.

#### **15. ORDER AND DISCIPLINE**

The Contractor shall at all times enforce strict discipline and good order among its employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to it, or who the City's Representative may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the City's Representative and shall not again be employed on the work without the City's written consent.

#### **16. CLEAN UP**

On completion of the work, or any part thereof, all surplus material, temporary structures built by the Contractor, and/or debris resulting from demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. In accordance with the bid specifications, the site shall be graded to a level condition, and fescue-type grass cover shall be planted on all disturbed ground. No special payment will be made for the removal of debris, grading or other work necessary to the fulfillment of the Contractor's obligations, the cost and value of such being covered by the price set forth in Section 1 herein. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized.

#### **17. AUTHORITY OF CITY'S REPRESENTATIVE**

The City's Representative shall have the authority to reject or condemn all work or materials which do not conform to this Contract; to direct application of forces to any portion of the work which, in his judgment, requires it; and to decide questions which arise between the parties relative to the execution of the work.

#### **18. SUSPENSION OF WORK**

Should the City's Representative deem it necessary to suspend operations on the work due to severe weather conditions or other unforeseen conditions, he may notify the Contractor in writing to suspend operations on the entire project or any part thereof. The contractor shall on not less than ten days notice again resume the work if ordered to do so by the City's Representative. Shall such a suspension be deemed necessary by the City, the Contractor shall have no claim for damage due to such suspension.

#### **19. EXPEDITING WORK**

(a) Correcting imperfections: If the City's Representative shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise

violating any of the provisions of this Contract, said Representative shall have the power to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

(b) Annulment: In such case the City may give the Contractor 48 hours written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due the Contractor under this Contract; and may terminate the employment of the Contractor under this Contract and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to the Contractor, but if such cost exceeds such unpaid balance the Contractor shall receive no further payment.

(c) Performance bond: In addition to or in lieu of the above remedies, the City may pursue its rights under the performance bond required herein.

## **20. ACCEPTANCE**

The work shall be inspected for acceptance by the City's Representative within five days upon receipt of notice by the Contractor that the work is ready for such inspection.

## **21. PAYMENT TO CONTRACTOR**

Upon the completion of all work required hereunder and acceptance of the work by the City's Representative, the Contractor shall submit its invoice, along with all required receipts for disposal of materials and debris removed from the site. The invoice shall also be accompanied by satisfactory evidence that all liens, claims and demands of the Contractor's employees or other parties providing labor or material used in the work have been duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands. After authorization by the City's Representative, the City shall pay the Contractor the full amount due under this Contract.

## **22. INSURANCE**

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the City Attorney and shall be subject to her approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

General Liability in an amount not less than \$1,000,000 per occurrence.

Automobile Liability in an amount not less than \$1,000,000 per occurrence.

Workers Compensation insurance as required by state law.

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. The Contractor is

advised that the City is not liable for the safety, security, or condition of the Contractor's equipment or materials.

### **23. TIME ALLOWED FOR COMPLETION**

The Contractor shall be responsible to the City for the proper fulfillment of all terms this Contract. The Contractor shall complete the work according to the Contract Documents within 30 days of the date of this Contract, provided that the time allowed for completion shall be extended by any time the work is suspended by the City's Representative pursuant to Section 18 herein for reasons which are not the fault of the Contractor. The Contractor shall be assessed \$100.00 per day as liquidated damages for each day beyond the time allowed for completion that the work is incomplete, as determined by the City's Representative. Such liquidated damages may be deducted from the amount paid by the City to the Contractor for its work.

### **24. COMPLIANCE WITH THE LAW**

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

### **25. ANTIDISCRIMINATION**

The Contractor, in performing the work 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.

### **26. TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, 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 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.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the date first written above.

CITY:

CITY OF BRENTWOOD, TENNESSEE

By: 

Rhea E. Little, III, Mayor

Pursuant to Resolution 2019-57

Approved as to form and legality:



Kristen L. Corn, City Attorney

CONTRACTOR:

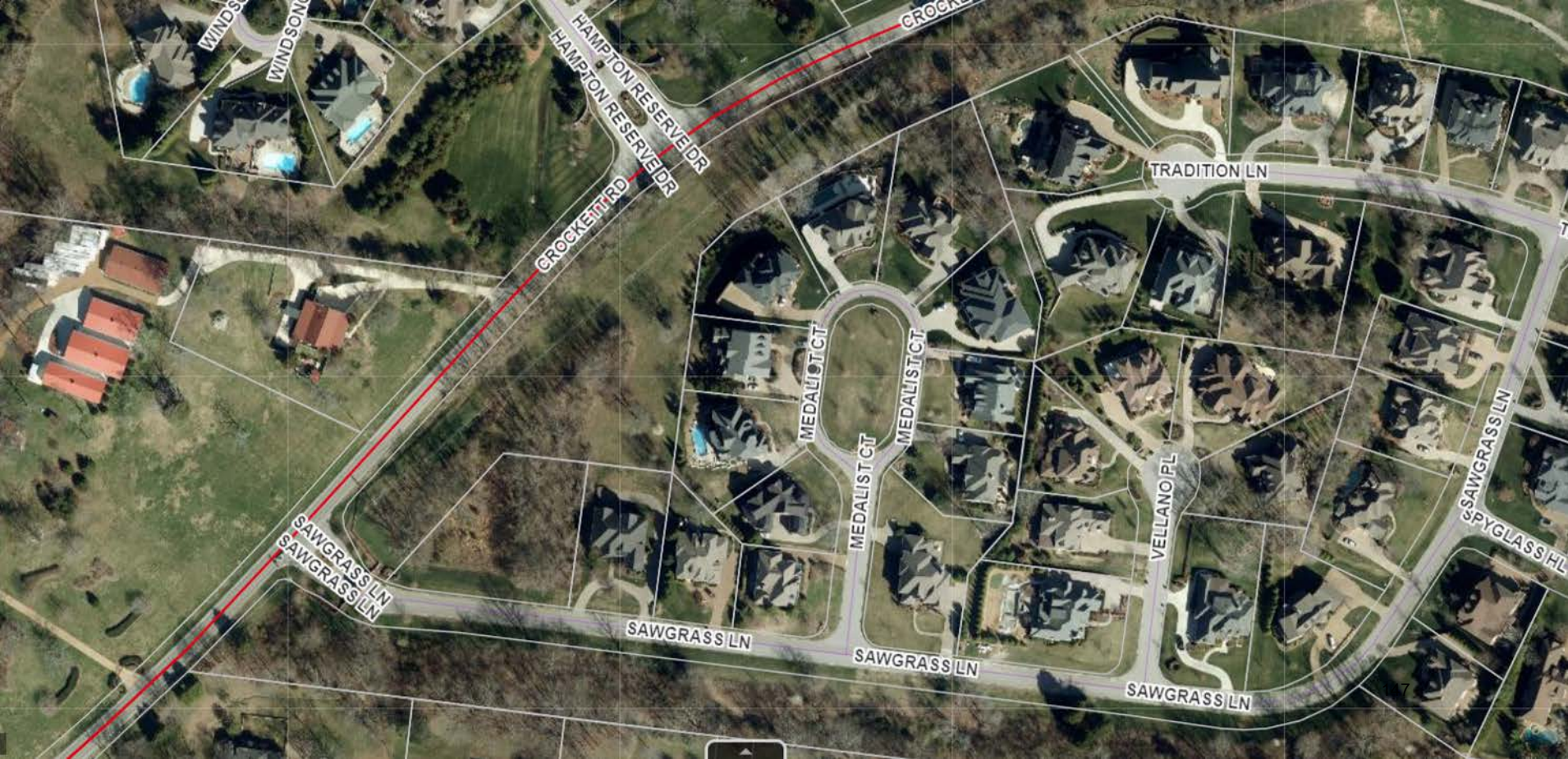
Contractor Services Unlimited

By: 

Printed Name: Fredrick Bell

Title: General Contractor





























## **Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Resolution 2019-72 A Resolution Authorizing an Agreement with Mac Constructors LLC to Remove the Structural Remains Located at 7 Medalist Court

**Submitted by:** Jeff Dobson, Planning & Codes

**Department:** Planning & Codes

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### **Information**

#### **Subject**

Resolution 2019-72 requests approval of an agreement with Mac Constructors, LLC for the demolition of the structural remains, located at 7 Medalist Court in the Governors Club Subdivision.

#### **Background**

As you are aware, on August 12, 2018, the residence located at 7 Medalist Court within the Governors Club Subdivision was involved in a structure fire. The home was badly damaged and has been determined to be a total loss. The fire has been under investigation by both law enforcement and the insurance company for several months. Since the fire, the site has become a safety concern for the neighbors. Efforts to get the responsible property owner, Ms. Stacey Stevens, to arrange to have the site properly secured have been unsuccessful.

On February 4, 2019, the Brentwood Board of Construction Appeals (BBCA) made a preliminary determination that the structural remains located at 7 Medalist Court are unfit and unsafe for human occupancy. As part of the decision, the BBCCA directed staff to issue a complaint to all parties who have an interest in the property. The complaint was drafted and sent to the owners of the property and all parties with an interest (including Bank of America as the mortgagee and the Governors Club Property Owners Association (POA)).

On March 25, 2019, the BBCCA voted to issue a final order that the structural remains located at 7 Medalist Court are unfit and unsafe for human occupancy and are dangerous or injurious to the health and safety of neighboring structures or other residents of the City, increasing the hazards of accident or other calamities at the site. The order was signed by Chairman Vines on March 28, 2019. The order required the owners to remove the structural remains within 60 days. The 60-day time period lapsed on May 28, 2019.

In anticipation of the City having to take action to remove the remains of the home, demolition bids were opened on April 19, 2019. Three firms responded to the bid proposal, which are detailed in the following table.

**BIDS TABULATION FOR 7 MEDALIST COURT -- 4-19-2019**

<b>COMPANY</b>	<b>OPTION 1</b>	<b>OPTION 2</b>
Mac Constructors	\$ 101,960.00	\$ 72,210.00
Modern Day Wrecking	\$ 123,290.00	\$ 62,590.00
Contractor Services Unlimited	\$ 39,660.00	\$ 35,694.00
Option 1 = Complete demo of the structure and grading the property back to natural contour.		
Option 2 = Demo & removal of construction debris, including footing, foundation & retaining walls, driveways, sidewalks, concrete steps and basement slabs.		

On June 10, 2019, the Board of Commissioners approved Resolution 2019-57 awarding a contract to the low bidder, Contractor Services Unlimited. The agreement was signed on June 10, and it required that the successful bidder meet certain bond requirements and obtain surety in a form acceptable to the City Attorney. The contractor was notified that the City would accept a performance bond for the full amount of the contract. On June 28, the City was notified that the insurance company for Contractor Services Unlimited would be unable to issue the required performance bond. Because Contractor Services Unlimited is in violation of the terms and conditions of the agreement, another item on the July 8, 2019 agenda recommends termination of that agreement.

With cancellation of the original contract, staff now recommends that the agreement be awarded to the second lowest bidder -- Mac Constructors, LCC, a local company, for Option One, as described in the bid documents for the total amount of \$101,960.00. Mac Constructors, LLC has agreed to extend their original bid of \$101,960.00 for the removal of the remains. See the authorization letter, attached below.

If the Board of Commissioners approves the award of the bid to the second lowest bidder, staff will attempt to recover all associated expenses of the demolition by billing the property owners and placing a lien on the subject property. The City will be a subordinate lienholder, meaning the lien will be satisfied after other previously filed liens (including the mortgage) are paid off. This means that recovery by the City is not necessarily guaranteed. While recovery of costs is not guaranteed, leaving the burned out remains of the home and attempting to force the nonresponsive owners to act is not a realistic option for the benefit of surrounding neighbors.

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



### **Staff Recommendation**

Staff recommends award of the contract to the second lowest bidder -- Mac Constructors, LLC in the amount of \$101,960.00 for Option One, which stipulated the complete demolition of the remains and grading the property back to the natural contour of the site.

### **Previous Commission Action**

On June 10, 2019 the Board of Commissioners voted to approve Resolution 2019-57 to award the contract for the removal of the structural remains located at 7 Medalist Court in the Governor's Club subdivision to Contractor Services Unlimited.

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### **Fiscal Impact**

**Amount :** \$101,960

**Source of Funds:** Receivable

**Account Number:** 110-13224

#### **Fiscal Impact:**

The source of funds is a receivable account that has been set up in anticipation of recovery of the \$101,960 via the lien that will be filed against the property. If this amount remains unrecovered at the end of the fiscal year, a budget amendment will be necessary to create an expenditure in the FY 2020 budget.

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### **Attachments**

Resolution 2019-72

Bid Extension Notice -- Mac Constructors

COB Contract No. 2019-080

Bid Forms -- Mac Constructors

Images of Structural Remains -- 7 Medalist

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## **RESOLUTION 2019-72**

### **A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND MAC CONSTRUCTORS, LLC FOR DEMOLITION OF THE RESIDENTIAL STRUCTURAL REMAINS LOCATED AT 7 MEDALIST COURT, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE**

**WHEREAS**, the Board of Building Construction Appeals of the City of Brentwood has determined that the residential structural remains located at 7 Medalist Court are unfit for human occupation or use, and are dangerous or injurious to the health and safety of neighboring structures, or other residents of the city, increasing the hazards of accident, or other calamities at the site, and has ordered the owners thereof to demolish said structure; and

**WHEREAS**, the deadline established by the Board of Building Construction Appeals for demolition of said structural remains, and the time limit for appealing from the demolition order, have both passed; and

**WHEREAS**, pursuant to state law and the Brentwood Municipal Code, the City is now authorized to demolish the structure and to bill the owners for the cost; and

**WHEREAS**, bids were received by the City of Brentwood on April 19, 2019 for demolition of the structure; and

**WHEREAS**, it is appropriate that the low bid for Option One submitted by Mac Constructors LLC be accepted.

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

**SECTION 1.** That the Mayor be and he is hereby authorized to execute an agreement by and between the City of Brentwood and Mac Constructors, LLC, for demolition of the residential structural remains located at 7 Medalist Court, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

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

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RECORDER

Holly Earls

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MAYOR

Rhea E. Little, III

*Approved as to form:*

---

CITY ATTORNEY

Kristen L. Corn

## Mac Constructors

Grading & Utilities

7216 Haley Industrial Dr

Nolensville, TN 37135

[Macconstructors@yahoo.com](mailto:Macconstructors@yahoo.com)

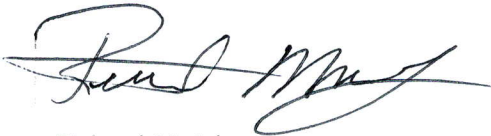
July 1, 2019

Jeff Dobson  
Director of Planning and Codes  
City of Brentwood

Dear Mr. Dobson:

Please allow this letter to serve as authorization to extend our original bid submittal dated April 18, 2019 for the demolition of the structural remains located at 7 Medalist Court, Brentwood TN. The total quoted bid price for demolition and disposal for Option 1 was \$101,960. This price will remain valid for 45 days from the date of this letter to allow ample time to execute Exhibit C to the bid package – Contract for Demolition of Residential Structure.

Sincerely

A handwritten signature in black ink, appearing to read "Richard McAdams", written over a horizontal line.

Richard McAdams

## **CONTRACT FOR DEMOLITION OF RESIDENTIAL STRUCTURE**

COB Contract No. 2019-080

THIS CONTRACT is hereby entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and Mac Constructors, LLC, hereinafter called the "Contractor."

### **1. SCOPE AND COST OF THIS CONTRACT**

The Contractor shall be responsible for demolition of the structural remains located at 7 Medalist Court, Brentwood, Tennessee, including all foundations and driveway improvements, in accordance and full compliance with the attached bid specifications and site demolition overview. The work to be done consists of furnishing all labor, materials, supplies, tools, plant and equipment necessary to perform all work and services described in this contract and the attachments hereto. Such work shall be performed at a cost of \$101,960.00, as set forth in the Bid Form submitted by Contractor.

### **2. CONTRACT DOCUMENTS**

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Bid Form submitted by Contractor, attached hereto as "Attachment A," and the bid specifications, attached hereto as "Attachment B".

### **3. CITY'S REPRESENTATIVE**

Wherever in this Contract the term "City's Representative" is used, it shall mean the person designated by the City to represent the City in overseeing the completion of the work to be done under this Contract.

### **4. CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has, by his examination, satisfied itself as to the nature and location of the work; the character, quality and quantity of the materials to be encountered; the character of equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

### **5. PERMITS**

Permits necessary for the prosecution of the work shall be secured by the Contractor.

### **6. PROTECTION**

Whenever the conditions, laws or ordinances require, the Contractor shall furnish and maintain, at its own expense and cost, necessary passageways, guard fences, barriers and lights, and such additional facilities and means of protection as may be required to provide safe conditions at all times.

## **7. CONSENT TO TRANSFER**

The Contractor shall not assign or transfer this Contract or any part thereof without consent of the City, given in writing. Such consent does not release or relieve the Contractor from any of its obligations and liabilities under this Contract.

## **8. SITE SUPERVISION**

The Contractor shall constantly supervise all the work embraced in this Contract in person or by a duly authorized representative acceptable to the City.

## **9. CORRECTIONS TO CONTRACT DOCUMENTS**

The Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

## **10. INSPECTIONS**

All work done by the Contractor shall be open to the inspection, acceptance and rejection of City's Representative at all times. The Contractor shall provide reasonable and necessary opportunities for inspection of the work.

## **11. DEFECTIVE WORK OR MATERIALS**

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill this Contract as herein prescribed. Any defective work may be rejected and shall be made good, notwithstanding that such work has been previously overlooked by the City's Representative and accepted. If the work or any part thereof shall be found defective before the final acceptance of the work, the Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the City's Representative. If the Contractor shall fail to remedy such defective work after reasonable notice, the City's Representative may cause such defective work to be remedied by the City or other persons, and the expense thereof shall be deducted from the amount to be paid the Contractor.

## **12. INDEMNITY**

The Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers and agents, from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by negligence or not, or in consequence of any negligence in guarding the same, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of any acts of omission of the Contractor, his servants or agents; and the Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

### **13. BOND REQUIREMENTS**

Prior to commencing work under this Contract, the Contractor agrees to furnish a performance bond with good and sufficient surety or sureties acceptable to the City, conditioned upon the Contractor's full completion of the work pursuant to this Contract and any amendment or extension thereof. The bond may be in the form of (a) a surety bond, in a form acceptable to the City Attorney, provided by a surety or sureties with an "A-" or better rating according to A.M. Best Company, or (b) a letter of credit, in a form acceptable to the City Attorney, from a financial institution which maintains a local office within the City of Brentwood.

### **14. RISK**

The Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes until acceptance by the City's Representative.

### **15. ORDER AND DISCIPLINE**

The Contractor shall at all times enforce strict discipline and good order among its employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to it, or who the City's Representative may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the City's Representative and shall not again be employed on the work without the City's written consent.

### **16. CLEAN UP**

On completion of the work, or any part thereof, all surplus material, temporary structures built by the Contractor, and/or debris resulting from demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. In accordance with the bid specifications, the site shall be graded to a level condition, and fescue-type grass cover shall be planted on all disturbed ground. No special payment will be made for the removal of debris, grading or other work necessary to the fulfillment of the Contractor's obligations, the cost and value of such being covered by the price set forth in Section 1 herein. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized. Contractor shall be responsible for any damage to curbs or streets resulting from the work pursuant to this Contract.

### **17. AUTHORITY OF CITY'S REPRESENTATIVE**

The City's Representative shall have the authority to reject or condemn all work or materials which do not conform to this Contract; to direct application of forces to any portion of the work which, in his judgment, requires it; and to decide questions which arise between the parties relative to the execution of the work.

### **18. SUSPENSION OF WORK**

Should the City's Representative deem it necessary to suspend operations on the work due to severe weather conditions or other unforeseen conditions, he may notify the Contractor in writing to suspend

operations on the entire project or any part thereof. The contractor shall on not less than ten days notice again resume the work if ordered to do so by the City's Representative. Shall such a suspension be deemed necessary by the City, the Contractor shall have no claim for damage due to such suspension.

## **19. EXPEDITING WORK**

(a) Correcting imperfections: If the City's Representative shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Representative shall have the power to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

(b) Annulment: In such case the City may give the Contractor 48 hours written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due the Contractor under this Contract; and may terminate the employment of the Contractor under this Contract and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to the Contractor, but if such cost exceeds such unpaid balance the Contractor shall receive no further payment.

(c) Performance bond: In addition to or in lieu of the above remedies, the City may pursue its rights under the performance bond required herein.

## **20. ACCEPTANCE**

The work shall be inspected for acceptance by the City's Representative within five days upon receipt of notice by the Contractor that the work is ready for such inspection.

## **21. PAYMENT TO CONTRACTOR**

Upon the completion of all work required hereunder and acceptance of the work by the City's Representative, the Contractor shall submit its invoice, along with all required receipts for disposal of materials and debris removed from the site. The invoice shall also be accompanied by satisfactory evidence that all liens, claims and demands of the Contractor's employees or other parties providing labor or material used in the work have been duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands. After authorization by the City's Representative, the City shall pay the Contractor the full amount due under this Contract.

## **22. INSURANCE**

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them.

Certificates of such insurance shall be filed with the City Attorney and shall be subject to her approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

General Liability in an amount not less than \$1,000,000 per occurrence.

Automobile Liability in an amount not less than \$1,000,000 per occurrence.

Workers Compensation insurance as required by state law.

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. The Contractor is advised that the City is not liable for the safety, security, or condition of the Contractor's equipment or materials.

### **23. TIME ALLOWED FOR COMPLETION**

The Contractor shall be responsible to the City for the proper fulfillment of all terms this Contract. The Contractor shall complete the work according to the Contract Documents within 30 days of the date of this Contract, provided that the time allowed for completion shall be extended by any time the work is suspended by the City's Representative pursuant to Section 18 herein for reasons which are not the fault of the Contractor. The Contractor shall be assessed \$100.00 per day as liquidated damages for each day beyond the time allowed for completion that the work is incomplete, as determined by the City's Representative. Such liquidated damages may be deducted from the amount paid by the City to the Contractor for its work.

### **24. COMPLIANCE WITH THE LAW**

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

### **25. ANTIDISCRIMINATION**

The Contractor, in performing the work 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.

### **26. TERMINATION OF CONTRACT FOR CAUSE**

If, though any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, 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 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.



IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the date first written above.

**CITY:**

CITY OF BRENTWOOD, TENNESSEE

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

Rhea, E. Little, III, Mayor  
Pursuant to Resolution 2019-72

Approved as to form and legality:

\_\_\_\_\_  
Kristen L. Corn, City Attorney

**CONTRACTOR:**

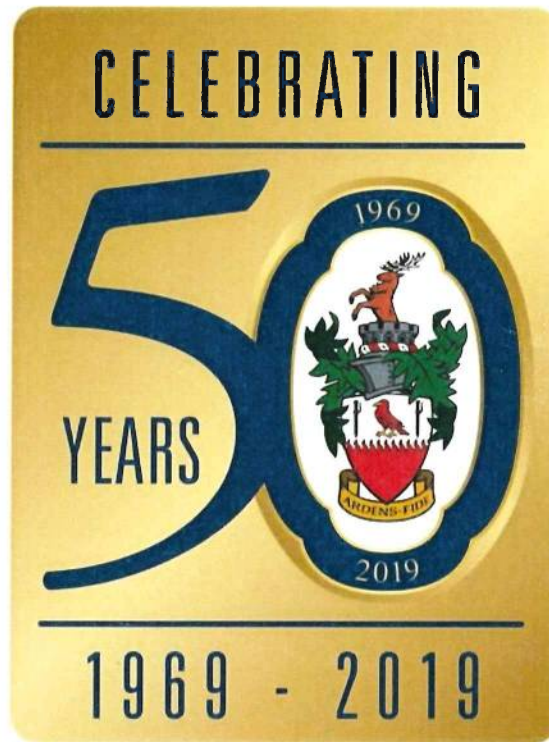
MAC CONSTRUCTORS, LLC

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

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

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

## CITY OF BRENTWOOD



## INVITATION TO BID

Sealed bids will be received by the City of Brentwood, 5211 Maryland Way, P.O. Box 788, Brentwood, Tennessee 37024-0788 until 10:00 a.m. Central Time, on Friday, April 19, 2019, for the potential demolition, removal, and disposal of structural remains as specified in this document. Bids must be clearly marked "Demolition and Disposal Bid" on the outside of a sealed envelope, and either mailed or hand delivered to the address above. Faxed, emailed, or other electronically transmitted bids will not be accepted. Request for bids documents are on file and may be obtained at the City of Brentwood, Brentwood Municipal Center, 5211 Maryland Way, Brentwood, Tennessee or downloaded at [www.brentwoodtn.gov](http://www.brentwoodtn.gov).

Questions regarding the Demolition and Disposal Bid must be emailed to Tim Harrington at [tim.harrington@brentwoodtn.gov](mailto:tim.harrington@brentwoodtn.gov) no later than April 12, 2019 at 10:00 AM.

The City of Brentwood reserves the right to reject any and/or all bids, to waive any informality in the award of the bid, and to accept any bid which, in its opinion, may be for the best interest of the City.

Williamson AM: March 24 2019

## INTENT OF SPECIFICATIONS

The City of Brentwood is seeking competitive bids for the possible demolition of the residential structural remains located at 7 Medalist Court, Brentwood, Tennessee. The remains must be torn down and all debris removed from the site and disposed of in a properly permitted landfill. Demolition permits will be issued by the City at no cost. All foundations, driveways/sidewalks other than the curb adjacent to the street will be removed and disposed of properly. All disturbed areas will be graded and seed and straw applied once the debris is removed from the site. All bids must be received no later than 10:00 AM, April 19, 2019, at which time they will be publicly opened. Any questions should be directed to Tim Harrington, Building Official, by email at [tim.harrington@brentwoodtn.gov](mailto:tim.harrington@brentwoodtn.gov), no later than April 12, 2019 at 10:00 AM.

Contents of this bid package include:

1. Scope of Work and Requirements
2. Bid Submittal Requirements
3. Bid form
4. Iran Divestment Act Certification (Exhibit A)
5. Affidavit of Non-Collusion (Exhibit B)
6. Sample Contract (Exhibit C)

## SCOPE OF WORK AND REQUIREMENTS

### **OPTION #1: Complete demolition of structure and grading of property back to natural contour of site**

**Detailed Requirements:** All values specified below shall be considered as minimums, unless otherwise specified. The associated contract of work shall include the following provisions:

1. Contractor must complete work within 30 days of the contract award.
2. Contractor must demolish the entire structure including foundations, retaining walls, driveways, sidewalks, concrete steps and basement slabs;
3. Contractor must remove of all demolition debris and structural contents with minimal visible dust emissions;
4. Contractor must disconnect any remaining utilities, which may include electric and natural gas connections;
5. Site must be graded to the natural contour of the lot and adjacent properties;
6. Additional fill may be required to be hauled on-site in order to achieve natural contour;
7. Contractor shall provide a safety six-foot tall chain link fence around the perimeter of the property AFTER completion of demolition, removal of construction debris, final grading, seed and straw;
8. The selected contractor shall be responsible for obtaining and maintaining the required fencing for a 12-month period;
9. Prior to commencement of work, the workers shall be instructed, and shall be knowledgeable of work place hazards and the scope of work as described herein.
10. Proper Personnel Protective Equipment (PPE) should be worn at all times during work activities. Workers shall be provided with personally marked and issued protective clothing and respirators as approved by NIOSH and OSHA standards.
11. Disposal must occur at an authorized site in accordance with regulatory requirements for waste applicable to State of Tennessee and Local guidelines and regulations.
12. Non-contractor employed visitors shall not be permitted on the job site during the contract period.

**OPTION #2: Demolition and removal of construction debris excluding the removal of footings, foundation walls, retaining walls, driveways, sidewalks, concrete steps and basement slabs**

**Detailed Requirements:** All values specified below shall be considered as minimums, unless otherwise specified. The associated contract of work shall include the following provisions:

1. Contractor must complete work within 30-days of the contract award;
2. Contractor must demolish and remove all construction debris excluding intact concrete footings, foundations, retaining walls, slabs, sidewalks, concrete steps and driveways which is to remain and not be damaged to the greatest extent possible;
3. Contractor must remove of all demolition debris and structural contents with minimal visible dust emissions;
4. Contractor must disconnect any remaining utilities, which may include electric and natural gas connections;
5. Site must be graded to the natural contour of the lot and adjacent properties to the remaining foundation walls;
6. Contractor shall provide a safety six-foot tall chain link fence around the perimeter of the property AFTER completion of demolition, removal of construction debris, final grading, seed and straw;
7. The selected contractor shall be responsible for obtaining and maintaining the required fencing for a 12-month period;
8. Prior to commencement of work, the workers shall be instructed, and shall be knowledgeable of work place hazards and the scope of work as described herein.
9. Proper Personnel Protective Equipment (PPE) should be worn at all times during work activities. Workers shall be provided with personally marked and issued protective clothing and respirators as approved by NIOSH and OSHA standards.
10. Disposal must occur at an authorized site in accordance with regulatory requirements for waste applicable to State of Tennessee and Local guidelines and regulations.
11. Non-contractor employed visitors shall not be permitted on the job site during the contract period.

**B. Mandatory Pre-Bid Site Inspection:** Bidders shall contact Chief Building Official, Tim Harrington, to arrange a pre-bid inspection of the site by calling 371-2204.

A mandatory Pre-Bid meeting to view the subject property shall be conducted on **Friday April 5, 2019, beginning at 10:00 a.m., CDT**. All interested parties shall meet at the City of Brentwood, Safety Center East, located at 1300 Sunset Road. Contractors will be escorted in one group into the Governors Club to the subject property. Any questions will be received from the group and addressed by City staff to insure a complete understanding of the expectations for the project.

The City of Brentwood will accept the lowest responsible bid and reserves the right to accept or reject any or all bids.

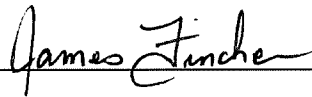
**BID SUBMITTAL REQUIREMENTS**

The following information/documents must be submitted for bidder's proposal to be considered by the City.

- A.** Proof of contractor's license. Bidder must be a licensed contractor authorized to perform demolition work within the State of Tennessee and proof of such must be furnished with bid.
- B.** Completed bid form.
- C.** Exceptions to bid documents and/or sample contract, if any.
- D.** Executed copy of Iran-Divestment Act Certification (Exhibit A).
- E.** Executed copy of Affidavit of Non-Collusion (Exhibit B).

# BID FORM

Bidder's name, street address, and mailing address:	<u>Mac Constructors, LLC</u> <u>7216 Heley Industrial Dr</u> <u>Nolensville, TN 37135</u>
Bidder's contact person's name (printed), title, telephone number and e-mail address:	<u>James Fincher</u> <u>Manager</u> <u>James@macconstructors.com</u> <u>615.456.9365</u>
Does the bidder take any exceptions to the City's invitation to bid, including the proposed contract?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Total quoted bid price for demolition and disposal for Option 1:	\$ <u>101,960<sup>00</sup></u>
Total quoted bid price for demolition and disposal for Option 2:	\$ <u>72,210<sup>00</sup></u>
Are the City's preferred payment terms (net 30 days from date of invoice) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____.
Estimated time of completion:	<u>30</u> days after execution of contract.
Last date (no sooner than June 19, 2019) that bid and associated pricing is valid and may be accepted by the City:	<u>7-4-19</u>

<p><b>Are the following included with this Bid Submittal Form in the bid submittal?</b></p> <ul style="list-style-type: none"> <li>• Proof of contractor's license;</li> <li>• Identification, listing and description of any exceptions to the written specifications as per the instructions therefor;</li> <li>• Iran Divestment Act Certification (Exhibit A); and</li> <li>• Affidavit of Non-Collusion (Exhibit B), executed in full.</li> </ul>	<p><input checked="" type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, bidder chooses not to include all of these documents.</p>
<p><b>Receipt acknowledged of any and all issued addenda to this solicitation:</b></p>	<p><input type="checkbox"/> Addendum No. _____ received.</p> <p><input type="checkbox"/> Addenda Nos. _____ received.</p> <p><input checked="" type="checkbox"/> No addenda received.</p>
<p><b>Signature of bidder's authorized representative:</b> I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.</p>	<p> (signature)</p>
<p><b>Title of bidder's authorized representative:</b></p>	<p>MANAGER</p>
<p><b>Date of signature:</b></p>	<p>4-18-19</p>





## City of Brentwood Business Tax License

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MAC CONSTRUCTORS, LLC  
MAC CONSTRUCTORS LLC  
7216 HALEY INDUSTRIAL RD  
NOLENSVILLE, TN  
37135

Date Issued: 04-10-2019  
Business Tax Classification: 4  
Tax Period: 01-01-2019 to 12-31-2019  
Expiration: 05-15-2020  
License Type: New/Renewal  
License Number: 2020 58442  
Local Tax Account #: 73961

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The certificate must be displayed publicly at the location for which it is issued.

To avoid penalty, interest and potential enforced collection action, business tax returns and payments must be remitted to the Tennessee Department of Revenue at least 30 days prior to the expiration date of this license. Further notification of expiration is not required by law—please note the expiration date above. Businesses ceasing operation must file a final business tax return and make full payment of business taxes due within 15 days of closure. (Not applicable to class 5 transient/special events/vendors.)

All tax returns and payments must be made to the Tennessee Department of Revenue. Electronic filing and payment is required for certain taxpayers and encouraged for all. Please visit [www.TN.gov/Revenue](http://www.TN.gov/Revenue) for more information on business tax and filing requirements.

**Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules, and regulations. Also, as required by Tenn. Code Ann. Section 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.**

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

---

## City of Brentwood Business Tax License

This certificate must be publicly displayed

MAC CONSTRUCTORS, LLC  
  
7216 HALEY INDUSTRIAL DR  
  
NOLENSVILLE, TN  
37135-9512



Date Issued: 04-10-2019  
Business Tax Classification: 4  
Tax Period: 01-01-2019 to 12-31-2019  
Expiration: 05-15-2020  
License Type: New/Renewal  
License Number: 2020 58442  
Local Tax Account #: 73961

# State of Tennessee

34331711004773

## BOARD FOR LICENSING CONTRACTORS

### CONTRACTOR

MAC CONSTRUCTORS, LLC

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

ID NUMBER: 60875

LIC STATUS: ACTIVE

EXPIRATION DATE: March 31, 2020

AGLM \$3,000,000; BC-A ; BC-b(sm) \$1,500,000; HC-4 ; HRA-A ; MU-A



IN-1313

DEPARTMENT OF  
COMMERCE AND INSURANCE

## EXHIBIT A

### 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.

James Fincher  
Signature

4.18.19  
Date

JAMES FINCHER  
Printed Name

MANAGER  
Title

MAC CONSTRUCTORS LLC  
Name of Firm/Company

**EXHIBIT B**

**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 Williamson )

Affiant, JAMES FINCHER, deposes and makes oath  
that:

1. He or she is the MANAGER (title, if applicable) of  
MAC CONSTRUCTORS 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.

James Fincher  
(signature of Affiant)

MANAGER  
(title of Affiant)

Sworn and subscribed to before me this 18<sup>th</sup> day of April, 2019

\_\_\_\_\_ My Commission Expires: July 21, 2020



*None taken*

**Exhibit C – Sample Contract**

**CONTRACT FOR DEMOLITION OF RESIDENTIAL STRUCTURE**

COB Contract No. 2019-\_\_

THIS CONTRACT is hereby entered into this \_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and \_\_\_\_\_, hereinafter called the "Contractor".

**1. SCOPE AND COST OF THIS CONTRACT**

The Contractor shall be responsible for demolition of the structural remains located at 7 Medalist Court, Brentwood, Tennessee, including all foundations and driveway improvements, in accordance and full compliance with the attached bid specifications and site demolition overview. The work to be done consists of furnishing all labor, materials, supplies, tools, plant and equipment necessary to perform all work and services described in this contract and the attachments hereto. Such work shall be performed at a cost of \_\_\_\_\_, as set forth in the Bid Form submitted by Contractor.

**2. CONTRACT DOCUMENTS**

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Bid Form submitted by Contractor, attached hereto as "Attachment A," and the bid specifications, attached hereto as "Attachment B".

**3. CITY'S REPRESENTATIVE**

Wherever in this Contract the term "City's Representative" is used, it shall mean the person designated by the City to represent the City in overseeing the completion of the work to be done under this Contract.

**4. CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has, by his examination, satisfied itself as to the nature and location of the work; the character, quality and quantity of the materials to be encountered; the character of equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

**5. PERMITS**

Permits necessary for the prosecution of the work shall be secured by the Contractor.

**6. PROTECTION**

Whenever the conditions, laws or ordinances require, the Contractor shall furnish and maintain, at its own expense and cost, necessary passageways, guard fences, barriers and lights, and such additional facilities and means of protection as may be required to provide safe conditions at all times.



## **7. CONSENT TO TRANSFER**

The Contractor shall not assign or transfer this Contract or any part thereof without consent of the City, given in writing. Such consent does not release or relieve the Contractor from any of its obligations and liabilities under this Contract.

## **8. SITE SUPERVISION**

The Contractor shall constantly supervise all the work embraced in this Contract in person or by a duly authorized representative acceptable to the City.

## **9. CORRECTIONS TO CONTRACT DOCUMENTS**

The Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

## **10. INSPECTIONS**

All work done by the Contractor shall be open to the inspection, acceptance and rejection of City's Representative at all times. The Contractor shall provide reasonable and necessary opportunities for inspection of the work.

## **11. DEFECTIVE WORK OR MATERIALS**

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill this Contract as herein prescribed. Any defective work may be rejected and shall be made good, notwithstanding that such work has been previously overlooked by the City's Representative and accepted. If the work or any part thereof shall be found defective before the final acceptance of the work, the Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the City's Representative. If the Contractor shall fail to remedy such defective work after reasonable notice, the City's Representative may cause such defective work to be remedied by the City or other persons, and the expense thereof shall be deducted from the amount to be paid the Contractor.

## **12. INDEMNITY**

The Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers and agents, from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by negligence or not, or in consequence of any negligence in guarding the same, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of any acts of omission of the Contractor, his servants or agents; and the Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.



### **13. BOND REQUIREMENTS**

Prior to commencing work under this Contract, the Contractor agrees to furnish a performance bond with good and sufficient surety or sureties acceptable to the City, conditioned upon the Contractor's full completion of the work pursuant to this Contract and any amendment or extension thereof. The bond may be in the form of (a) a surety bond, in a form acceptable to the City Attorney, provided by a surety or sureties with an "A-" or better rating according to A.M. Best Company, or (b) a letter of credit, in a form acceptable to the City Attorney, from a financial institution which maintains a local office within the City of Brentwood.

### **14. RISK**

The Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes until acceptance by the City's Representative.

### **15. ORDER AND DISCIPLINE**

The Contractor shall at all times enforce strict discipline and good order among its employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to it, or who the City's Representative may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the City's Representative and shall not again be employed on the work without the City's written consent.

### **16. CLEAN UP**

On completion of the work, or any part thereof, all surplus material, temporary structures built by the Contractor, and/or debris resulting from demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. In accordance with the bid specifications, the site shall be graded to a level condition, and fescue-type grass cover shall be planted on all disturbed ground. No special payment will be made for the removal of debris, grading or other work necessary to the fulfillment of the Contractor's obligations, the cost and value of such being covered by the price set forth in Section 1 herein. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized.

### **17. AUTHORITY OF CITY'S REPRESENTATIVE**

The City's Representative shall have the authority to reject or condemn all work or materials which do not conform to this Contract; to direct application of forces to any portion of the work which, in his judgment, requires it; and to decide questions which arise between the parties relative to the execution of the work.

### **18. SUSPENSION OF WORK**

Should the City's Representative deem it necessary to suspend operations on the work due to severe weather conditions or other unforeseen conditions, he may notify the Contractor in writing to suspend operations on the entire project or any part thereof. The contractor shall on not less than ten days notice

again resume the work if ordered to do so by the City's Representative. Shall such a suspension be deemed necessary by the City, the Contractor shall have no claim for damage due to such suspension.

#### **19. EXPEDITING WORK**

(a) Correcting imperfections: If the City's Representative shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Representative shall have the power to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

(b) Annulment: In such case the City may give the Contractor 48 hours written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due the Contractor under this Contract; and may terminate the employment of the Contractor under this Contract and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to the Contractor, but if such cost exceeds such unpaid balance the Contractor shall receive no further payment.

(c) Performance bond: In addition to or in lieu of the above remedies, the City may pursue its rights under the performance bond required herein.

#### **20. ACCEPTANCE**

The work shall be inspected for acceptance by the City's Representative within five days upon receipt of notice by the Contractor that the work is ready for such inspection.

#### **21. PAYMENT TO CONTRACTOR**

Upon the completion of all work required hereunder and acceptance of the work by the City's Representative, the Contractor shall submit its invoice, along with all required receipts for disposal of materials and debris removed from the site. The invoice shall also be accompanied by satisfactory evidence that all liens, claims and demands of the Contractor's employees or other parties providing labor or material used in the work have been duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands. After authorization by the City's Representative, the City shall pay the Contractor the full amount due under this Contract.

#### **22. INSURANCE**

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the City Attorney and shall be subject to her approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

General Liability in an amount not less than \$1,000,000 per occurrence.

Automobile Liability in an amount not less than \$1,000,000 per occurrence.

Workers Compensation insurance as required by state law.

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. The Contractor is advised that the City is not liable for the safety, security, or condition of the Contractor's equipment or materials.

### **23. TIME ALLOWED FOR COMPLETION**

The Contractor shall be responsible to the City for the proper fulfillment of all terms this Contract. The Contractor shall complete the work according to the Contract Documents within 30 days of the date of this Contract, provided that the time allowed for completion shall be extended by any time the work is suspended by the City's Representative pursuant to Section 18 herein for reasons which are not the fault of the Contractor. The Contractor shall be assessed \$100.00 per day as liquidated damages for each day beyond the time allowed for completion that the work is incomplete, as determined by the City's Representative. Such liquidated damages may be deducted from the amount paid by the City to the Contractor for its work.

### **24. COMPLIANCE WITH THE LAW**

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

### **25. ANTIDISCRIMINATION**

The Contractor, in performing the work 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.

### **26. TERMINATION OF CONTRACT FOR CAUSE**

If, though any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, 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 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.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the date first written above.

**CITY:**

**CONTRACTOR:**

CITY OF BRENTWOOD, TENNESSEE

\_\_\_\_\_

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

Jill Burgin, Mayor

Pursuant to Resolution 2019-\_\_

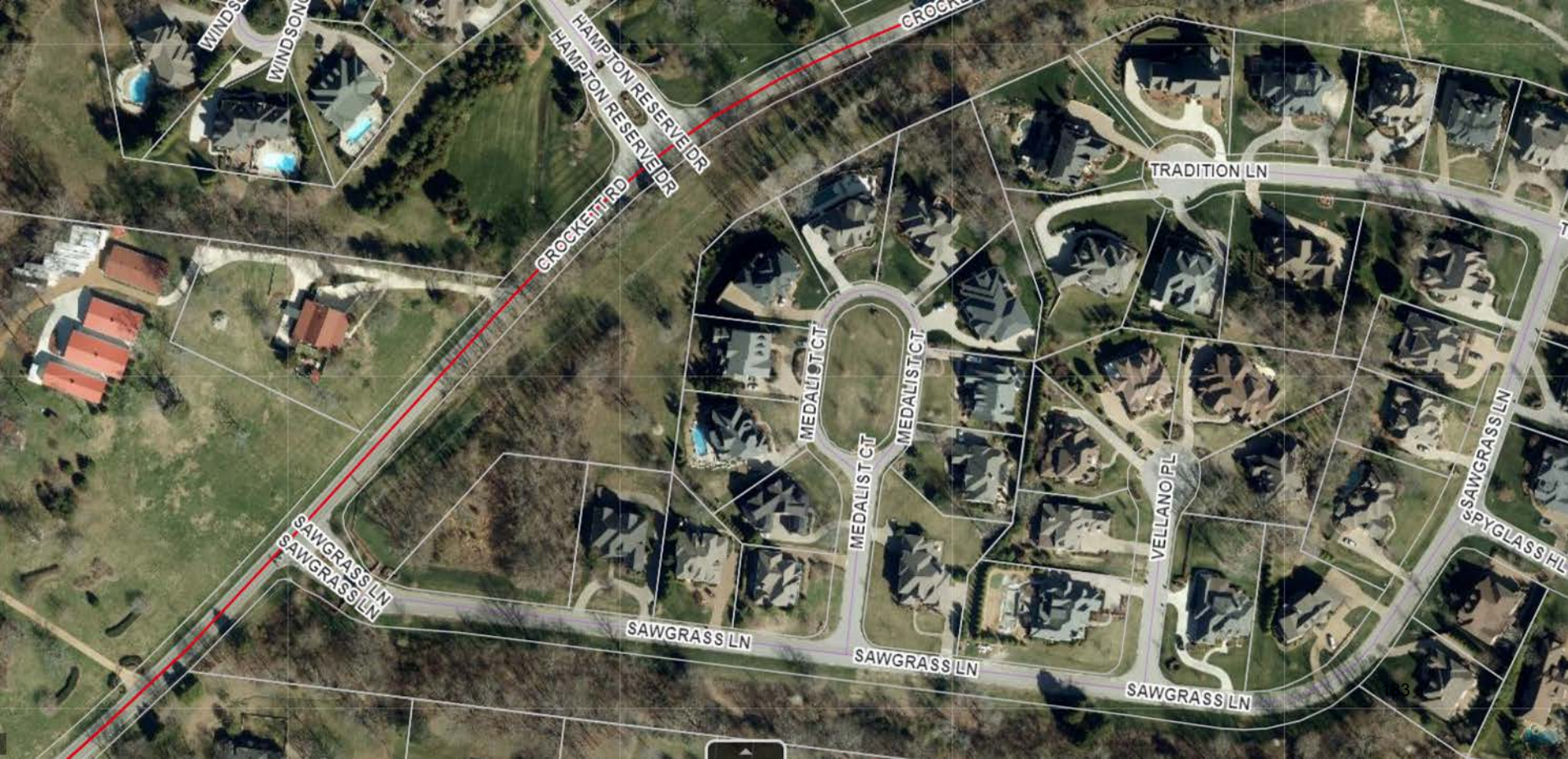
By: \_\_\_\_\_

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

Approved as to form and legality:

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

\_\_\_\_\_  
Kristen L. Corn, City Attorney

























**Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Appointment of City Commission Representative to the Tree Board

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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**Information**

**Subject**

Appointment of City Commissioner to the Tree Board

**Background**

At the July 8, 2019 meeting, the Board of Commissioners will appoint from its members a representative to the Tree Board for a term that will expire in May 2021.

(\*The Municipal Code provides that the representative of the Board of Commissioners serves a term running concurrently with the representative's term on the Board of Commissioners, or until replacement by the Board of Commissioners. The Board traditionally votes on appointments every two years, following the City Commissioner election.)

**Staff Recommendation**

n/a

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Brentwood City Commission Agenda**

**Meeting Date:** 07/08/2019

Notice of Future Appointment of One (1) Member to the Parks Board (for Information Only)

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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**Information**

**Subject**

Notice of future appointment of one (1) member to the Parks Board (for information only)

**Background**

At the August 12, 2019 meeting, the City Commission is scheduled to appoint one (1) member to the Parks Board. The appointee will serve the unexpired term of Preston Bain ending April 30, 2020.

Applicants must be residents of the City of Brentwood. Applications must be submitted by Friday, August 2, 2019 to be considered. Applications can be completed online at our website [www.brentwoodtn.gov/volunteerboards](http://www.brentwoodtn.gov/volunteerboards), completed in person at Brentwood City Hall, or mailed to the City Recorder, 5211 Maryland Way, Brentwood, TN 37027.

Notice of the upcoming appointment and process/deadline for applications will also be published in the *Tennessean's* "Williamson" section and posted on the City's web page ([www.brentwoodtn.gov](http://www.brentwoodtn.gov)) and on the Brentwood City Government Cable Channel (BTV).

**Staff Recommendation**

n/a

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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