



**Agenda for the Regular Meeting of Board of Commissioners
Monday, August 12, 2019 - 7:00 pm
Brentwood City Hall**

Call to Order by Mayor
Roll Call
Invocation by Commissioner Gorman
Pledge of Allegiance to the Flag by Mayor Little

Public Hearing

1. Public hearing for 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

Public hearings on rezoning ordinances are primarily intended as opportunities for citizens to voice their views in support of or opposition to a rezoning that has been proposed by other parties. Persons speaking on behalf of the property owner or the applicant for the rezoning are allowed opportunities to speak when the ordinance is considered for passage on first and second reading, and are encouraged to confine their remarks to those opportunities.

Approval or Correction of Minutes

July 22, 2019

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

Report from City Manager
Report from the City Attorney
Reports and comments by Commissioners and Mayor

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

Consent Agenda

1. Resolution 2019-75 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE OMAN PROPERTY LOCATED AT 900 FRANKLIN ROAD, for adoption
2. Resolution 2019-78 - A RESOLUTION AUTHORIZING A ONE YEAR EXTENSION OF THE BANKING SERVICES AGREEMENT WITH FIRST TENNESSEE BANK, for adoption
3. Resolution 2019-81 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH TERRACON CONSULTANTS, INC. FOR MATERIALS TESTING AND INSPECTION SERVICES FOR POLICE HEADQUARTERS FACILITY, for adoption
4. Resolution 2019-82 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH W & O CONSTRUCTION COMPANY, INC. FOR MOORE'S LANE SEWER FORCE MAIN REPLACEMENT, for adoption
5. Resolution 2019-83 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH JSJ CONSTRUCTION, LLC FOR DEVEN'S DRIVE WATER LINE REPLACEMENT PROJECT, for adoption
6. Approval to purchase closed caption streaming appliance
7. Approval to purchase sickle mower for Parks and Recreation
8. Approval to purchase zero turn mower for Parks and Recreation
9. Approval to purchase two ATVs for Parks and Recreation

Old Business

1. Other old business

New Business

1. Resolution 2019-79 - AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$15,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION PUBLIC IMPROVEMENTS BONDS OF THE CITY OF BRENTWOOD, TENNESSEE, for adoption
2. Resolution 2019-80 - A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS IN AN AMOUNT NOT TO EXCEED \$15,000,000, for adoption
3. Appointment of one (1) member to the Brentwood Board of Building Construction Appeals
4. Appointments of four (4) members to the Environmental Advisory Board

5. Appointment of one (1) member to the Park Board
6. Appointment of City Commissioner to the Tree Board
7. Other new business

A handwritten signature in black ink, appearing to read "Kirk Bednar". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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: 08/12/2019

Ordinance 2019-07, As Amended - Public Hearing for Ordinance Proposing Amendments to Various Sections of the Zoning Ordinance including Article V, Signs

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Public hearing for Ordinance 2019-07, As Amended, 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.

The proposed ordinance was approved by the Board of Commissioners on first reading on July 8th after adopting an amendment that made the allowable sizes for banners (ten square feet) consistent in all zoning districts.

On August 5th, the Planning Commission voted nine for and zero against (9-0) to recommend approval of Ordinance 2019-07 to the Board of Commissioners.

Second and final reading of the ordinance is scheduled for August 26, 2019.

Staff has notified 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

Not Applicable.

Previous Commission Action

On July 8, 2019 the Board of Commissioners voted unanimously seven for and zero against (7-0) to approve Ordinance 2019-07, as amended, on first reading.

Fiscal Impact

Attachments

Ordinance 2019-07 As Amended

Projects with Banners Installed on Parking Lot Light Poles

Summary of Proposed Code Amendments -- Revised

Code Comparison Table -- 7-9-2019

Redline Version of Proposed Changes to the Code

PC Approval Letter -- Ord. 2019-07

**ORDINANCE 2019-07
AS AMENDED**

**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 ten (10) 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 ten (10) 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**

PROJECT NAME	LOCATION	ZONING	# BANNERS	PROJECT AREA (AC)	BANNR SIZE EST.	SIZE (SF)	# OF LIGHT POLES	COMMENTS
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 Logc
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

ZONING ORDINANCE SECTION	ORDINANCE 2019-07 REFERENCE	EXPLANATION
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 is permitted. Allow banners on up to 25% of interior light poles.	10 sq. ft.
C-2	Decorative banners may be displayed on light poles in a planned commercial retail or mixed use development. Commercial messages are prohibited. No limit on number of poles, or size of banners	Banners may be displayed on interior parking lot 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 name of a specific product or individual business is permitted. No limit on number of light poles.	10 sq. ft.
C-3	Same as C-2	Same as C-2	10 sq. ft.
C-4	Same as C-2	Same as C-2	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. No allowance for banners mounted on light poles	Banners may be displayed on interior parking lot 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. Allow banners on up to 25% of interior light poles.	10 sq. ft.
SI-2	Same as SI-1	Same as SI-1	10 sq. ft.
SI-3	Same as SI-1	Same as SI-1	10 sq. ft.
SI-4	Same as SI-1	Same as SI-1	10 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.

RHEA E. LITTLE, III
MAYOR

KEN TRAVIS
VICE MAYOR

KIRK BEDNAR
CITY MANAGER



COMMISSIONERS


NELSON ANDREWS
ANNE DUNN
MARK GORMAN
SUSANNAH MACMILLAN
REGINA SMITHSON

CITY OF BRENTWOOD
PLANNING AND CODES DEPARTMENT

**PLANNING AND CODES DEPARTMENT MEMORANDUM
2019-17**

TO: Honorable Mayor and City Commission Members

THROUGH: Kirk Bednar, City Manager

FROM: Jeff Dobson, Planning and Codes Director 

SUBJECT: **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**

DATE: August 6, 2019

At its August 5, 2019 regular meeting, the Planning Commission voted nine for and zero against (9-0) to forward a recommendation of approval of Ordinance 2019-07 to the Board of Commissioners.

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Approval or correction of minutes from Regular Scheduled Commission meeting

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

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

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

DRAFT

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, July 22, 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 Present: City Manager Kirk Bednar; Assistant City Manager Jay Evans; City Attorney Kristen Corn; City Recorder Holly Earls

Commissioner Dunn led the Invocation. The Pledge of Allegiance was led by Commissioner Gorman. Mayor Little administered the Oath of Office for new firefighters, Rose Aldrich, Thomas Elliott, Warren Lipscomb, Christopher Wright, and for new police officer, David Kelley.

Approval or Correction of Minutes

July 8, 2019

Moved by Vice Mayor Ken Travis for approval of the minutes as written, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

Citizen Comments

Laurel Bowman, 813 Piccadilly Dr, Nolensville
Jim Sobery, 1601 Covington Drive
Gerald Witcher, 1838 Barnstaple Lane

City Manager Kirk Bednar requested that Item 3 of the Consent Agenda be withdrawn.

Consent Agenda

Resolution 2019-73 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH MALLORY VALLEY UTILITY DISTRICT TO SHARE REPAVING COSTS OF ANDREW CROCKETT COURT, for adoption

Resolution 2019-74 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH INNOVATIVE PRECISION TECHNOLOGY FOR SOUND PRODUCTION SERVICES FOR THE 2019 BRENTWOOD SUMMER CONCERT SERIES AT CROCKETT PARK, for adoption

Resolution 2019-76 - A RESOLUTION AUTHORIZING AMENDMENTS TO AN AGREEMENT WITH RJ YOUNG COMPANY FOR CONSOLIDATED COPIER SERVICES, for adoption

Approval to purchase a pickup truck for the Fire & Rescue Department

Approval to purchase radio equipment for public safety personnel

Approval to purchase rocket mobile gateways for Public Safety

Moved by Commissioner Nelson Andrews for approval of the items on the Consent Agenda, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

New Business

Resolution 2019-77 - A RESOLUTION AUTHORIZING THE ACCEPTANCE OF PROPOSED SITE WORK SUBCONTRACTORS FOR THE POLICE HEADQUARTERS PROJECT, for adoption

Moved by Commissioner Anne Dunn for approval, seconded by Commissioner Mark Gorman

Vote: 7 - 0 Approved - Unanimously

Appointment of one (1) member to the Board of Zoning Appeals

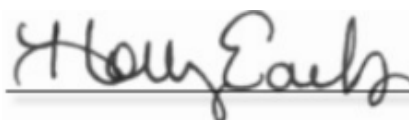
Lisa Rothman was appointed to serve an unexpired term that ends on March 31, 2021.

Appointment of one (1) member to the Tree Board

Jared Peters was appointed to serve an unexpired term that ends on February 28, 2021.

With no further business, the meeting adjourned at 7:55 pm.

APPROVED _____



Holly Earls, City Recorder

Brentwood City Commission Agenda**Meeting Date:** 08/12/2019

Resolution 2019-75 - A Resolution Authorizing Changes to to the OSRD Development Plan for the Oman Property Subdivision

Submitted by: Jeff Dobson, Planning & Codes**Department:** Planning & Codes**Information****Subject**

Resolution 2019-75 - A Resolution Authorizing Changes to to the OSRD Development Plan for the Oman Property Subdivision, located at 900 Franklin Road.

Background

Resolution 2019-75 requests approval of a revised OSRD Development Plan for the Oman Property Subdivision, which is under construction and located at 900 Franklin Road. The plan proposes an increase in the area of the excess open space of 0.11 acres or from 5.37 acres to 5.48 acres. Due to the changes in the area of the excess open space, the revised plan must be approved by the Board of Commissioners per the requirements of Section 78-185(b) of the Municipal Code.

A comparison of the previously approved plans and the newest proposal is shown in the following table:

<i>FEATURE</i>	<i>OSRD PLAN -- 9/2018</i>		<i>OSRD PLAN -- 12/2018</i>		<i>PROPOSED PLAN -- 8-2019</i>	
	<i>AREA (SF)</i>	<i>AREA (AC)</i>	<i>AREA (SF)</i>	<i>AREA (AC)</i>	<i>AREA (SF)</i>	<i>AREA (AC)</i>
Project Area	1,481,040	33.66	1,481,040	33.66	1,481,040	33.66
Average Lot Area	54,425	1.25	54,161	1.24	53,970	1.24
Smallest Lot Area	43,500	0.999	43,579	1.0004	42,314	0.97
Largest Lot Area	111,958	2.70	111,009	2.55	111,559	2.56
Open Space Required	0	0	0	0	0	0
Open Space Provided	232,175	5.33	232,175	5.37	238,492	5.48

The density remains unchanged. Lot 16 is the only lot having an area below one-acre (0.97 ac.) at 42,314 sf.

The changes to the open space calculations can be attributed to slight modifications to the areas of seven lots, a reduction in the area of the right-of-way dedication, the addition of a ten foot wide open space strip between Lots 15 and 16, in which a sewer line will be installed and removal of a small median area from the open space calculations at the entrance to the subdivision that was less than 500 sq. ft., which cannot be calculated as part of the open space for the subdivision, per Section 78-186(6) of the Municipal Code. Note that the median is still shown on the plan, but its area is not included in the open space calculations.

After the agenda was completed for the July 22nd City Commission meeting, staff found that the open space calculations as shown on the preliminary plan, approved on July 1st and the final plat submitted for the August 5th Planning Commission agenda did not agree. There was a discrepancy in the calculations reflected by a 0.01 acre (435.6 sf) difference in the excess open space area between the plan and plat (5.49 vs. 5.48 acres). Because of this discrepancy, the item was withdrawn from consideration by the City Commission at the July 22nd regular meeting, and placed on the August 12th agenda.

On August 5, 2019, the Planning Commission will consider minor revisions to the previously approved preliminary plan for the project.

On July 1, 2019 the Planning Commission voted unanimously to approve a revised preliminary plan for the Oman Subdivision and recommend approval of the corresponding changes to the OSRD Development Plan to the Board of Commissioners.. Additionally, the Board also voted, again unanimously, to recommend approval of the corresponding changes to the OSRD Development Plan to the Board of Commissioners. Also, as part of the review, the Planning Commission approved the relocation of a portion of the required arterial road buffer plantings inside the development ofr use as street trees. The reason for the request relates to the location of an existing stream, and its required buffer, the utilities in the area and the construction of the future bikeway through the buffer. The request is consistent with the requirements of Section 78-512(b)(5)c. of the Municipal Code.

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

Staff Recommendation

Staff recommends approval of Resolution 2019-75.

Previous Commission Action

At their December 10, 2018 regular meeting the Board of Commissioners voted to approve Resolution 2018-94, approving a revised OSRD Development Plan for the Oman Property Subdivision, increasing the area of the excess open space for the project from 5.33 acres to 5.37 acres.

On September 27, 2018 the Board of Commissioners voted unanimously, five for and zero against (5-0) approving the proposed ordinance on second and final reading.

At their August 27, 2018 regular meeting the Board of Commissioners voted five for and two against (5-2) to recommend deferral of second and final reading of Ordinance 2018-12 for one month to be considered at their regular meeting of September 27, 2018.

At their August 13, 2018 regular meeting the Board of Commissioners conducted the required Public Hearing for Ordinance 2018-12. A total of nine citizens spoke at the meeting.

At their regular meeting of July 9, 2018, the Board of Commissioners voted unanimously, six for and zero against (6-0) to approve Ordinance 2018-12 on first reading.

Fiscal Impact

Attachments

Resolution 2019-75

Revised OSRD Dev. Plan -- 7-2019

Landscaping Plans

Entrance Plans

Gatehouse Plans

Section 78-185(b)

Section 788-512(b)

Proposed Final Plat

RESOLUTION 2019-75

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO APPROVE AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE OMAN PROPERTY SUBDIVISION, TO ALLOW FOR AN INCREASE IN THE AREA OF THE PERMANENT EXCESS OPEN SPACE FOR THE PROJECT

WHEREAS, Section 78-185(b) of the Code of Ordinances of the City of Brentwood, Tennessee requires that any modification to an approved development plan for an OSRD development be submitted approved by the Board of Commissioners; and

WHEREAS, the developer of the Oman Property Subdivision has requested a modification to the approved development plan for the subdivision, increasing the area of the excess open space for the project 0.12 acres or from 5.37 acres to 5.49 acres; and

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

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

SECTION 1. That the revised OSRD development plan for the Oman Property Subdivision is hereby approved, allowing an increase of 0.12 acres in the area of the excess open space for the project, all as shown on Exhibit "A", which is 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

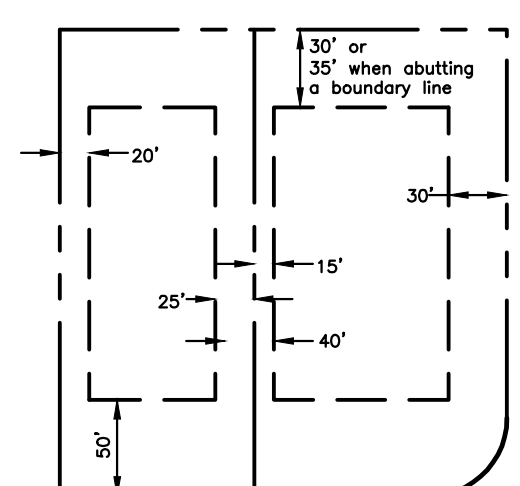
UTILITY NOTE

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPREHEND ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE NOR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.

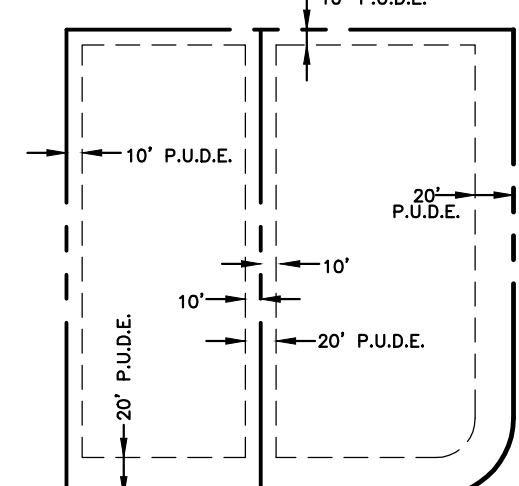
20' MULTI-USE TRAIL EASEMENT LOCATION MAY VARY UPON RECEIPT OF FIELD RUN TOPOGRAPHIC SURVEY TO ENSURE NO ENCROACHMENT INTO STREAM LOCATION AREA

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

RESTRIPE CENTER LANE FOR LEFT TURN LANE MOVEMENT
 20' P.U.D.E.
 PROPOSED BOX CULVERT
 PROPOSED TRAFFIC SIGNAL
 PORTION OF ROAD OUTSIDE OF GATES TO BE MAINTAINED BY THE CITY OF BRENTWOOD.
 THE TENNESSEE DEPARTMENT OF TRANSPORTATION MUST APPROVE ROAD CONNECTION
 FOUR BOARD HORSE FENCE
 30' STREAM BUFFER AND WATERWAY NATURAL AREA (TYP)
 RR SPIKE(O)
 (ZONED AR/R-2) MAP 29, PARCEL 3.05 902 FRANKLIN TRUST DEED BOOK 7513, PAGE 564 R.O.W.C.T.



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



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

LEGEND

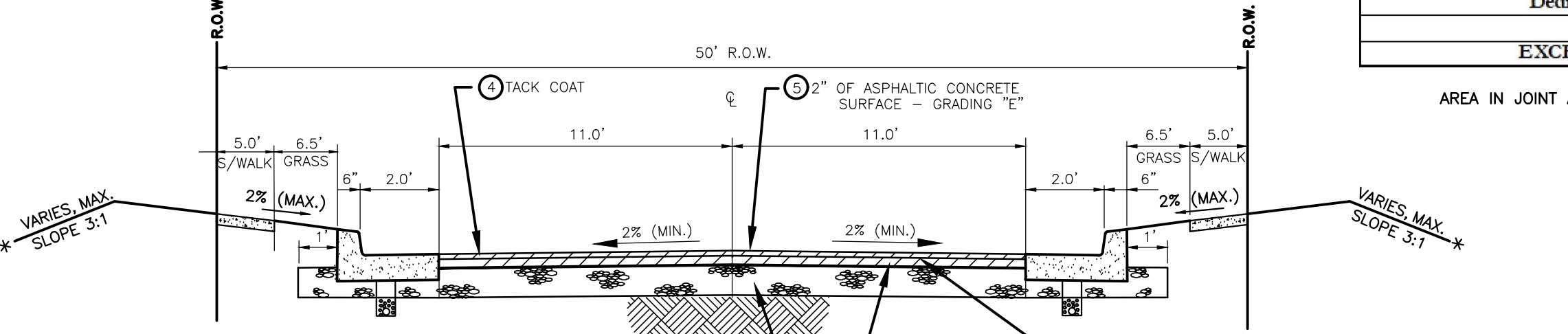
- IRON ROD (OLD)
- IRON ROD (NEW) (5/8" x 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")
- CORRUGATED METAL PIPE
- FENCE
- SIGN
- REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TN
- UTILITY POLE
- UTILITY POLE W/ ANCHOR
- UTILITY POLE W/ LIGHT
- OVERHEAD ELECTRIC POWER LINE
- OVERHEAD TELEPHONE LINE
- OVERHEAD POWER AND TELEPHONE LINES
- POND OVERLOOK
- PUBLIC UTILITY AND DRAINAGE EASEMENT
- BASE FLOOD ELEVATION (PER FEMA MAPS)
- LOWEST FLOOR ELEVATION (INCLUDING BASEMENT)
- 25% + SLOPES
- 15%-25% SLOPES
- TRANSITIONAL LOT (SEE NOTE THIS SHEET)

LOT AREA TABLE

LOT	SQ. FT.±	ACRES±
1	72,872	1.67
2	43,586	1.00
3	43,579	1.00
4	43,877	1.01
5	43,753	1.00
6	43,750	1.00
7	43,807	1.01
8	43,743	1.00
9	46,869	1.08
10	50,663	1.16
11	51,971	1.19
12	51,899	1.19
13	43,890	1.01
14	49,152	1.13
15	46,967	1.08
16	42,314	0.97
17	43,585	1.00
18	43,648	1.00
19	80,648	1.85
20	91,232	2.09
21	111,559	2.56
TOTAL	1,133,364	26.02

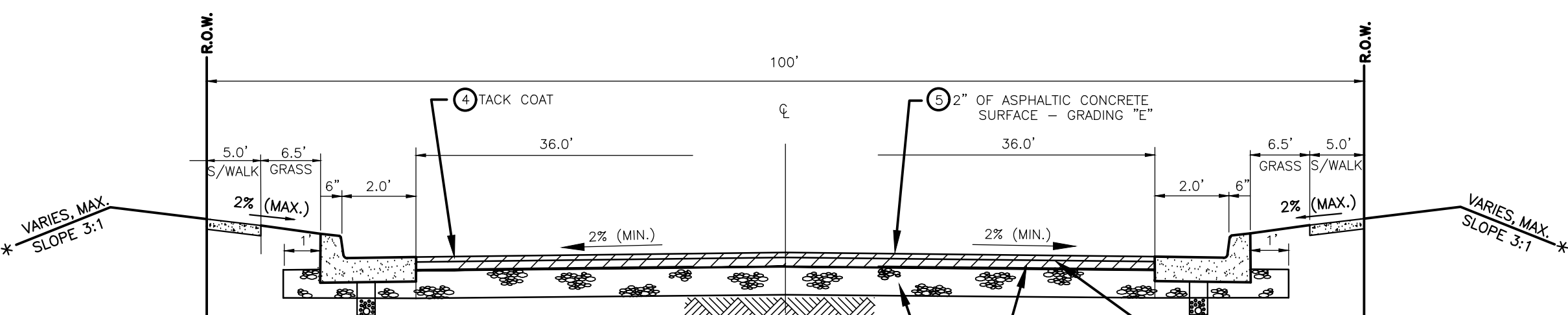
OPEN SPACE AREA TABLE

OPEN SPACE	SQ. FT.±	ACRES±
A	58,043	1.33
B	116,427	2.67
C	80,433	1.85
D	2,672	0.06
E	917	0.02
TOTAL	238,492	5.48



PRIVATE ROADWAY CROSS SECTION 50' R.O.W

NOT TO SCALE



PRIVATE CUL-DE-SAC ROADWAY CROSS SECTION

Overall	
Total Site Area (AC)	33.66
Less R.O.W. dedication -- Internal streets (Public)	0.12
Less R.O.W. dedication -- Internal streets (Private)	2.04
TOTAL	31.50
Less Areas in 25% Slopes in Open Space	0.00
Plus 25% of Slopes over 25%	0.00
Less Areas in Floodway	0.00
Plus 25% Areas in Floodways	0.00
Less Areas in Electrical Natural & Gas Easements	0.00
Plus 25% of Areas in Electrical Natural & Gas Easements	0.00
Total Usable Land Area (AC)	31.50
Less area in lots - 1 acre	5.05
TOTAL LAND AREA AVAILABLE	26.45
Total Land Area Required @ 1 DUPA (AC)	21.00
Land Area in Lots	26.02
Open Space Required	0.00
Dedicated Open Space	5.48
EXCESS OPEN SPACE	5.48

AREA IN JOINT ACCESS EASEMENT: 19,041 S.F./0.44 AC.

OWNER/DEVELOPER

GROVE PARK CONSTRUCTION
 CALDWELL LUCAS
 7101 SHARONDALE COURT, SUITE 400
 BRENTWOOD, TN, 37027
 (615) 678-7963
 CALDWELL@GROVEPARKCONSTRUCTION.COM

CIVIL

RAGAN SMITH ASSOCIATES
 WES MAGILL, PE
 100 EAST VINE STREET, SUITE 402
 MURFREESBORO, TN 37130
 (615)546-6050
 WMAGILL@RAGANSMITH.COM

LANDSCAPE ARCHITECTURE

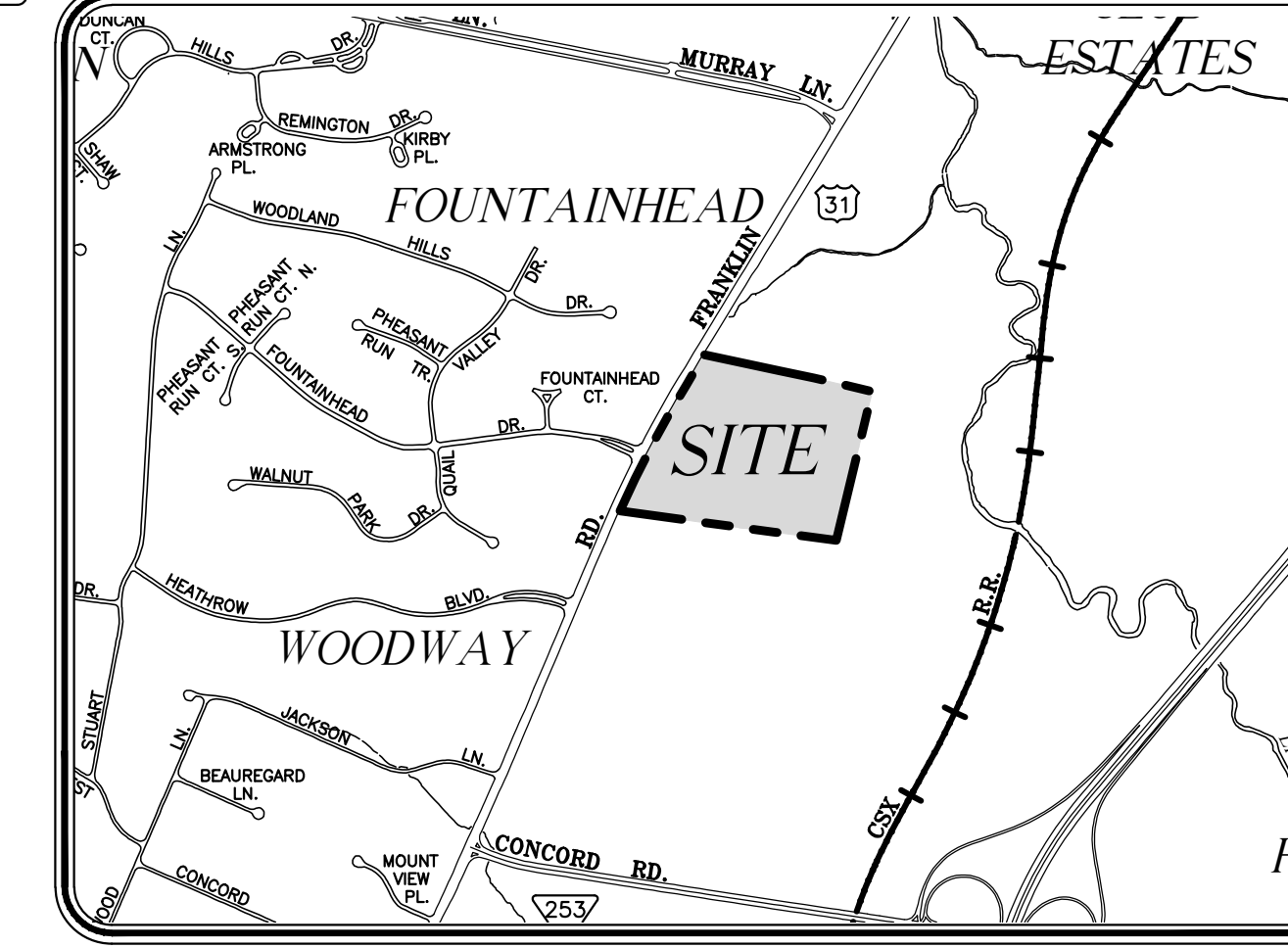
RAGAN-SMITH ASSOCIATES
 RANDY CALDWELL, RLA
 100 EAST VINE STREET, SUITE 402
 MURFREESBORO, TN 37130
 (615)546-6050
 RCALDWELL@RAGANSMITH.COM

DEED REFERENCE

BEING THE SAME PROPERTY CONVEYED TO OMAN DEVELOPMENT, LLC FROM JACK A. OMAN AND WIFE, ARGIE C. OMAN BY QUITCLAIM DEED OF RECORD IN DEED BOOK 7550, PAGE 693, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

PROPERTY MAP REFERENCE

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



LOCATION MAP

GENERAL NOTES AND SITE DATA (STANDARD OSRD)

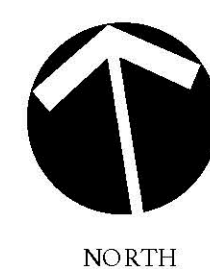
- SUBJECT PROPERTY CONSISTS OF PARCEL 2 ON WILLIAMSON COUNTY PROPERTY
- PROPERTY OWNER: OMAN DEVELOPMENT LLC
- THIS PROPERTY IS CURRENTLY ZONED OSRD.
- GROSS SITE AREA: 33.66 ACRES
- BOUNDARY INFORMATION TAKEN FROM FIELD RUN SURVEY PERFORMED BY RAGAN-SMITH ASSOCIATES, INC.
- TOPOGRAPHIC INFORMATION TAKEN FROM CITY OF BRENTWOOD MAPPING.
- NUMBER OF PROPOSED LOTS: 21
- PROPOSED DENSITY: 0.62 DU/AC. (1.0 DU/AC. MAXIMUM)
- MAXIMUM BUILDING COVERAGE OF PROPOSED LOTS: 25%
- EACH PROPOSED LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES.
- MINIMUM LOT WIDTH AT BUILDING LINE: 110', OR 120' FOR TRANSITIONAL LOTS.
- MINIMUM BUILDING SETBACKS:
 FRONT -- 50' (UNLESS SHOWN OTHERWISE)
 SIDE -- 15'/25' OR 20'/20' (40' BETWEEN STRUCTURES)
 SIDE ABUTTING A STREET: 30'
 REAR -- 30' (UNLESS SHOWN OTHERWISE)
 ABUTTING PROJECT PERIMETER -- 35'
- ALL ELECTRIC SERVICE FOR THE PROPOSED DEVELOPMENT SHALL BE UNDERGROUND. ALL PUBLIC UTILITIES SHALL BE SUBJECT TO THE APPROVAL OF THE APPLICABLE UTILITY COMPANIES.
- UTILITY PROVIDERS:
 ELECTRICITY: NASHVILLE ELECTRIC SERVICE (615)736-6900
 WATER: CITY OF BRENTWOOD WATER SERVICES (615) 371-0080
 NATURAL GAS: PIEDMONT NATURAL GAS (800) 752-7504
 TELEPHONE: AT&T (615) 269-6563
 SANITARY SEWER: CITY OF BRENTWOOD (615) 371-0080
- BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES OUTSIDE FLOOD ZONES "AE" AND "X" (OTHER AREAS), AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NOS. 47187C00930 WITH AN EFFECTIVE DATE OF DECEMBER 22, 2016, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT; COMMUNITY NO. 470205, PANEL NOS. 0093 SUFFIX G, WHICH ARE THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "AE" UNDER "SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD" AS BASE FLOOD ELEVATIONS DETERMINED. SAID MAP DEFINES (OTHER AREAS) UNDER "OTHER AREAS" AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
- THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION WITHIN THE STREAM BUFFER AND WATERWAY NATURAL AREA, EXCEPT AS PERMITTED BY THE CITY OF BRENTWOOD.
- THE TRANSFER OF LOTS SHALL BE SUBJECT TO THE PROVISION OF SUCH EASEMENTS WHICH SHALL PROVIDE FOR A GUARANTEED UNRESTRICTED RIGHT OF ACCESS TO ALL OTHER OWNERS PROVIDING SUCH EASEMENTS. ALL OWNERS OF LOTS SUBJECT TO SHARED ACCESS EASEMENTS SHALL BE REQUIRED TO EXECUTE AN AGREEMENT SPECIFYING RESPONSIBILITY FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF SUCH EASEMENTS IN ACCORDANCE WITH THE APPROVED ACCESS PLAN. THE AGREEMENT SHALL SPECIFY THAT THE PARTIES THERETO SHALL HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITIES RESULTING FROM UNSAFE CONDITIONS ON THE SHARED ACCESS EASEMENTS. COPIES OF SUCH AGREEMENTS FROM THE CURRENT OWNERS OF ALL LOTS THROUGH WITH SHARED ACCESS EASEMENTS ARE TO RUN SHAL BE FILED WITH THE CITY MANAGER OF HIS DESIGNEE. CONSTRUCTION ON THE SHARED ACCESS EASEMENT SHALL NOT BE COMMENCED UNTIL ALL SUCH AGREEMENTS ARE THUS FILED.
- SITE VESTING: THIS SITE PLAN IS SUBJECT TO A THREE YEAR VESTING PERIOD, DURING WHICH THE DEVELOPMENT STANDARDS IN EFFECT ON THE DATE OF APPROVAL WILL REMAIN THE STANDARDS APPLICABLE TO THIS PLAN. IF CONSTRUCTION IS NOT COMPLETED DURING THE FIRST THREE YEARS, THE ORIGINAL SITE PLAN IS CONSIDERED A PRELIMINARY SITE PLAN AND THE APPLICANT MUST OBTAIN APPROVAL OF A FINAL SITE PLAN DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAN MAY BE SUBJECT TO STANDARDS OTHER THAN THOSE THAT WERE APPLICABLE DURING THE VESTING PERIOD. THE INITIAL VESTING PERIOD FOR THIS PLAN EXPIRES ON SEPTEMBER 27, 2021, UNLESS EXTENDED BY THE CITY OF BRENTWOOD. PERSONS RELYING ON THIS PLAN AFTER SAID DATE SHOULD CONTACT THE CITY OF BRENTWOOD TO DETERMINE IF DEVELOPMENT MAY CONTINUE AS DEPICTED ON THE PLAN.

OMAN PROPERTY OSRD FOR GROVE PARK CONSTRUCTION

CITY OF BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE

WK. ORDER	DESIGNED	DRAWN	SCALE	DATE	DESCRIPTION
1189	RCC	JDK	1"=100'	06/18/18	PER REVISED OSRD CALCULATIONS
18082					PER CLIENT REVISIONS
					REV. #

PRELIMINARY PLAN & OSRD PLAN



REF. L5.31

LIMITS OF DETENTION
CREEK, TYP.
MULTI-USE TRAIL, TYP.
SEEDING WITH LANDSCAPE
FABRIC, TYP.
SEED, TYP.

CMT PROPERTIES LP
RECORD BOOK 4634, PAGE 56
R.O.W.C.T.

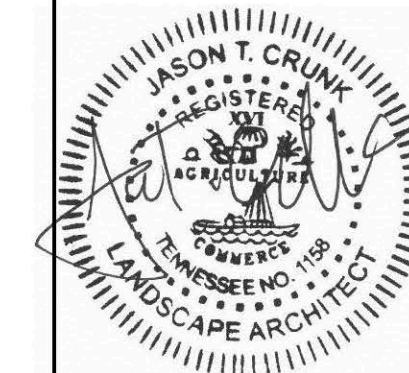


L5.00

OVERALL PLANTING PLAN

REVISIONS

C.O.B. COMMENTS - 6-12-19

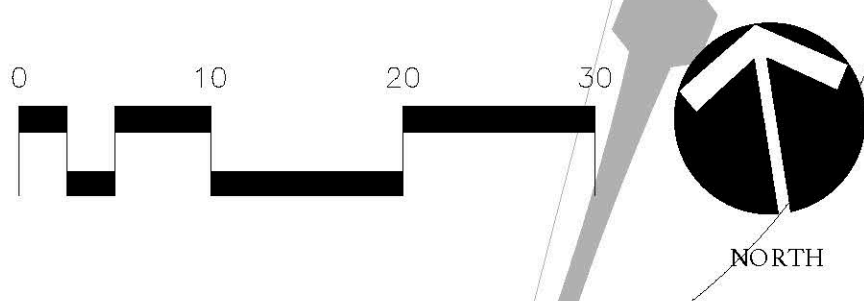
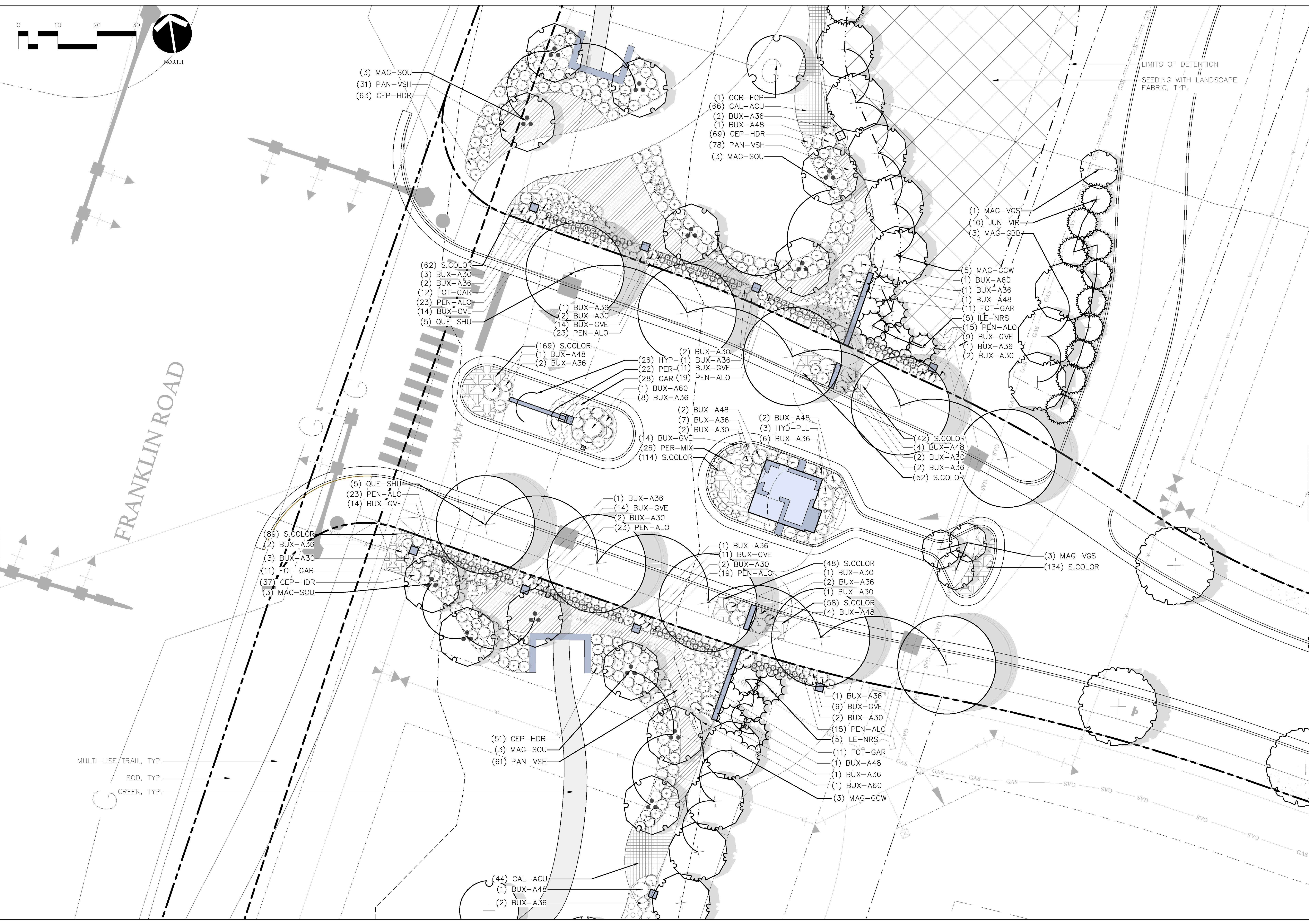
MAP
CMT
RECORD

Oman Development

900 Franklin Rd. Brentwood, TN.

Date: 6-18-19

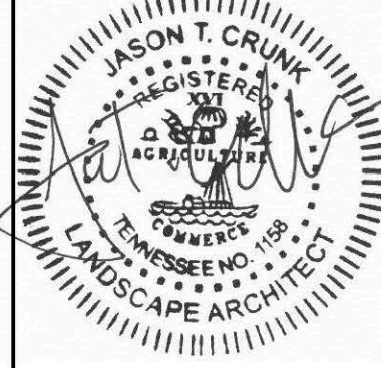
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L5.10

ENTRANCE PLANTING PLAN

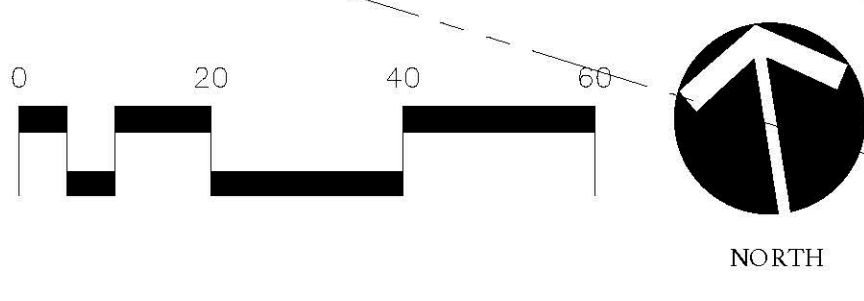
REVISIONS	COMMENTS
1	C.O.B. COMMENTS - 6-12-19



Oman Development

900 Franklin Rd. Brentwood, TN.

Date: 6-18-19



FRANKLIN ROAD

CALLIE ANN LANE

CRAIG LANE (PRIVATE)

- (3) QUE-MIC
- (3) LIR-TUL
- (5) ACE-FAB
- (3) JUN-VIR
- (5) COR-FCP

EX. 28" ASH TO REMAIN
MEADOW GRASS, TYP.
MULTI-USE TRAIL, TYP.
SEED, TYP.

- (3) QUE-MIC
- (14) JUN-VIR
- (3) MAG-VGS
- (7) MAG-GBB

- (1) QUE-BIC
- (3) COR-FCP
- (3) PLA-OCC
- (2) QUE-BIC

- (53) PER-MIX
- (2) MAG-GCW
- (18) HYD-QSQ
- (4) JUN-V16
- (3) LIR-TUL
- (6) MAG-VGS
- (3) MAG-GBB
- (12) JUN-VIR

- (9) MAG-VGS
- (1) QUE-MIC
- (1) QUE-BIC
- (22) MAG-VGS

EX. 20" OAK TO REMAIN

EX. 22" ASH TO REMAIN

170' BUFFER

20' P.U.D.E.

20' P.U.D.E.

20' P.U.D.E.

20' P.U.D.E.

25' P.U.D.E.

25' P.U.D.

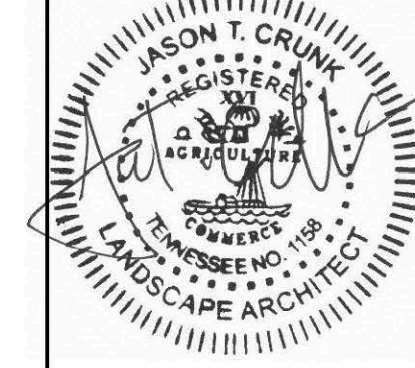
10' P.U.D.E.

10' P.U.D.E.



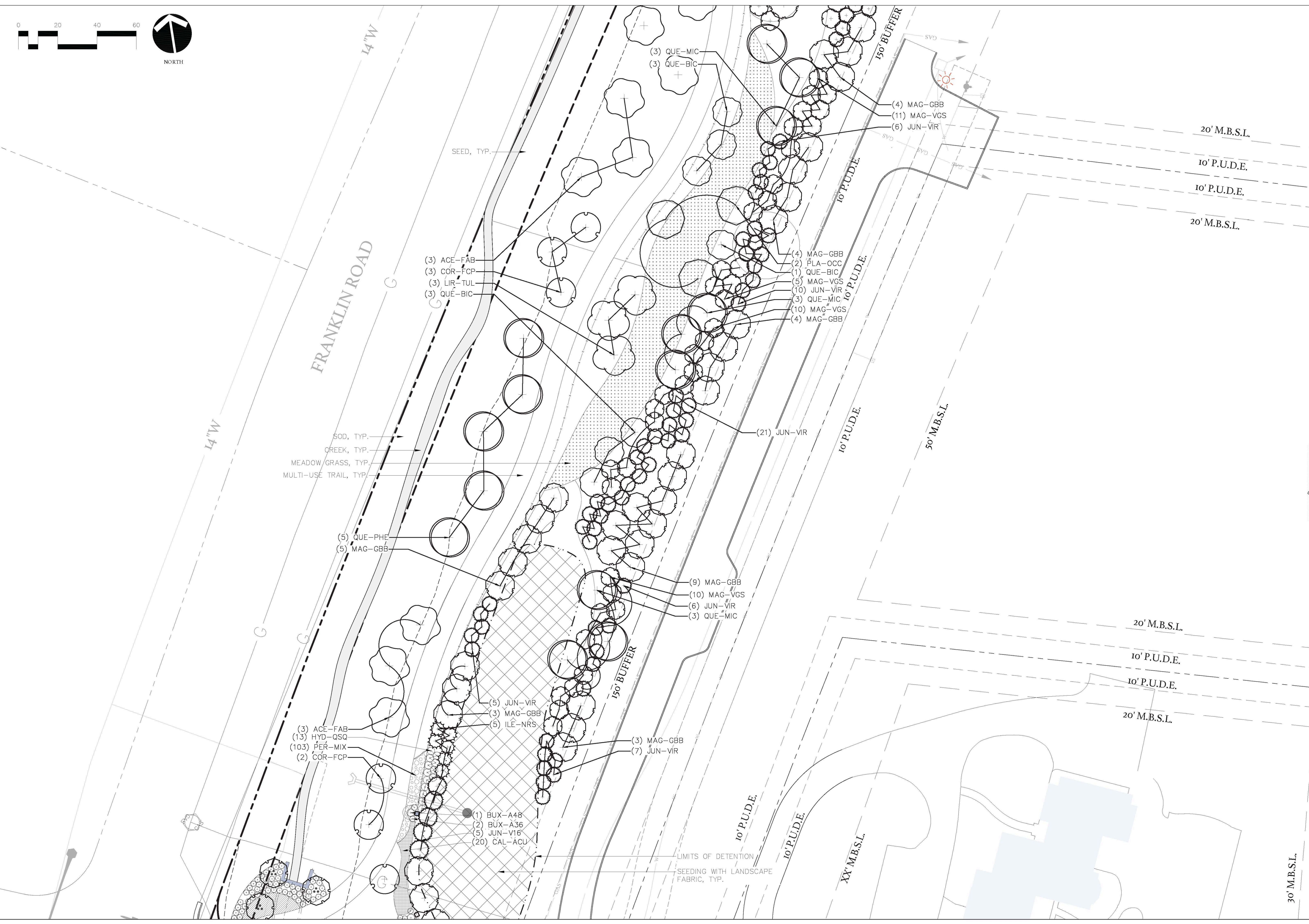
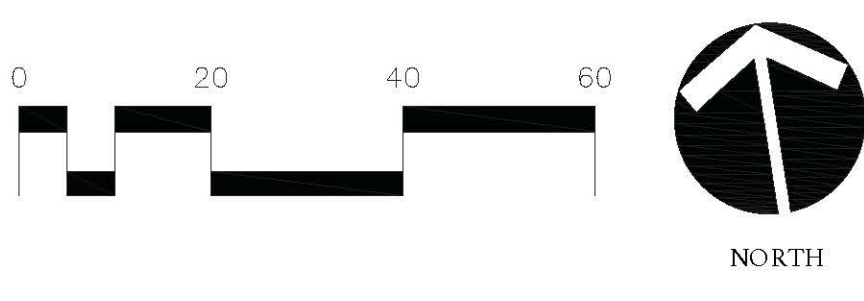
L5.20
SOUTH BUFFER
PLANTING PLAN

REVISIONS
C.O.B. COMMENTS - 6-12-19



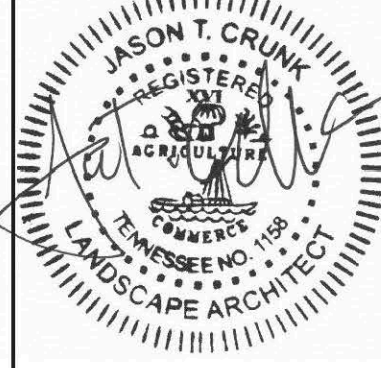
Oman Development
900 Franklin Rd. Brentwood, TN.

Date: 6-18-19



L5.30
NORTH BUFFER
PLANTING PLAN

REVISIONS
C.O.B. COMMENTS - 6-12-19



Oman Development
900 Franklin Rd. Brentwood, TN.

Date: 6-18-19

30' M.B.S.L.

20' M.B.S.L.

10' P.U.D.E.

10' P.U.D.E.

20' M.B.S.L.

10' P.U.D.E.

50' M.B.S.L.

20' M.B.S.L.

10' P.U.D.E.

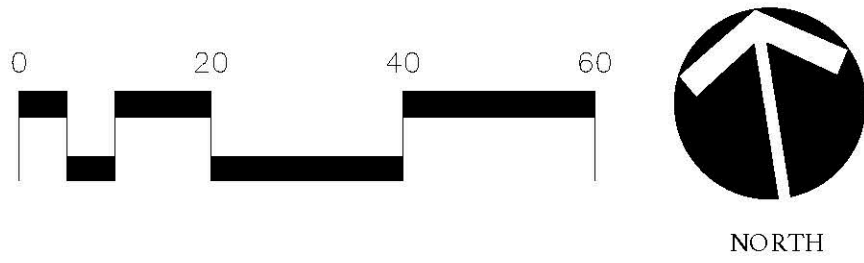
10' P.U.D.E.

20' M.B.S.L.

10' P.U.D.E.

10' P.U.D.E.

XX' M.B.S.L.

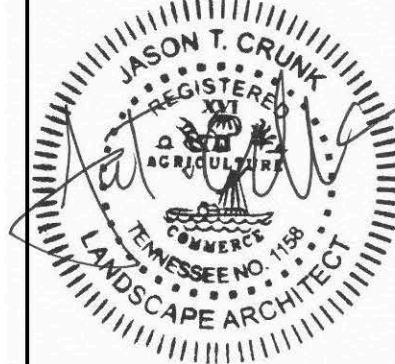


MAP 29, F
CYNTHIA
HIMMELFARB
RECORD BOOK
R.O.



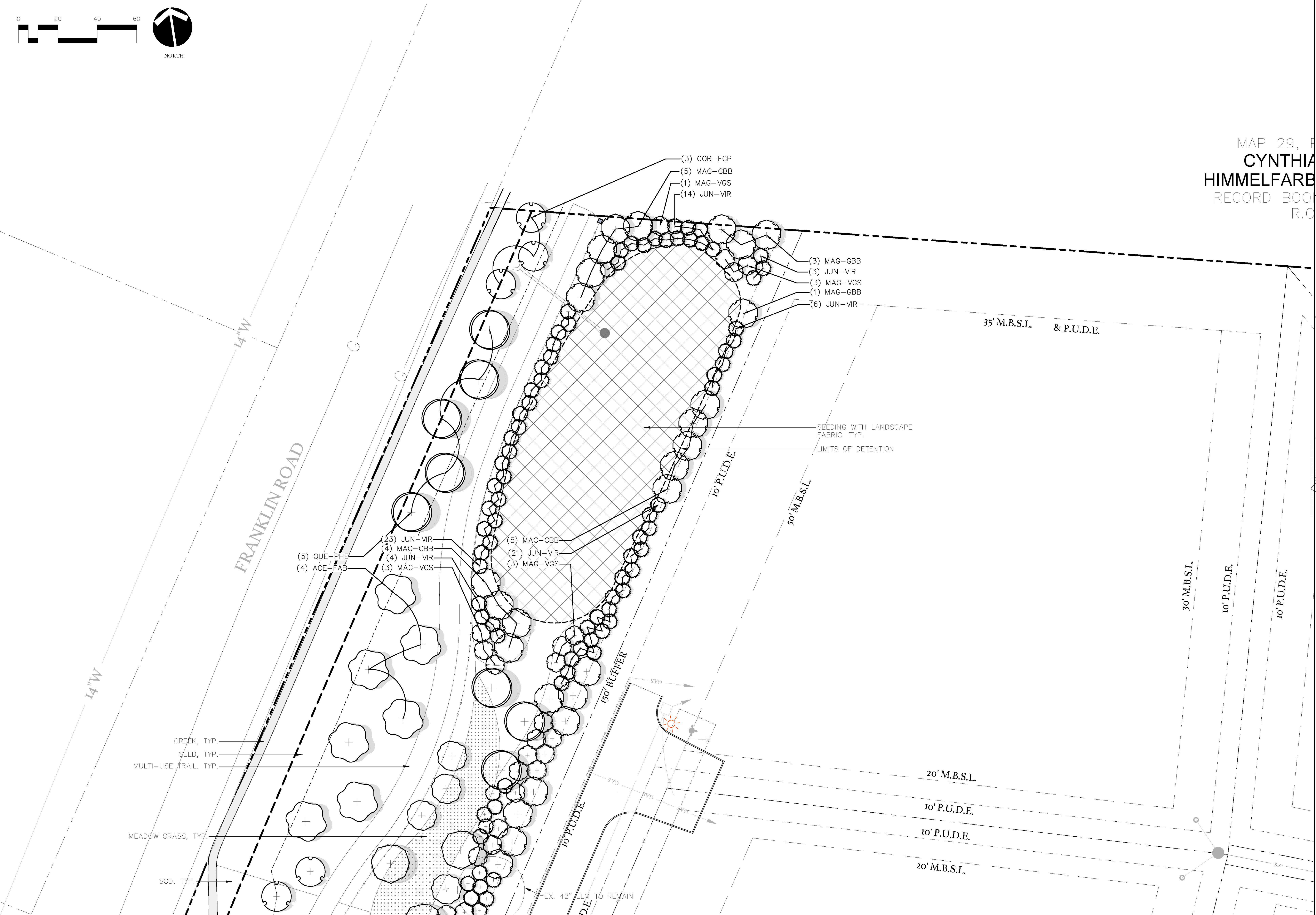
L5.31
NORTH BUFFER
PLANTING PLAN

REVISIONS
C.O.B. COMMENTS - 6-12-19



Date: 6-18-19

Oman Development
900 Franklin Rd. Brentwood, TN.



PLANT SCHEDULE

TREES	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT.</u>	<u>CAL.</u>	<u>SIZE</u>	<u>QTY</u>	<u>REMARKS</u>	
ACE-FAB	Acer freemanii 'Autumn Blaze'	Autumn Blaze Maple	B&B	4.5'		15	Well-branched, matched	
COR-FCP	Cornus florida 'Cherokee Princess'	Cherokee Princess Dogwood	B&B	3.5'		17	Dense, well-branched, full crown, single-leader	
ILE-NRS	Ilex x 'Nellie R Stevens'	Nellie Stevens Holly	B&B		14' HT.	16	Dense, matched	
JUN-V16	Juniperus virginiana	Eastern Red Cedar	B&B		16' HT.	9	Full to base, dense	
JUN-VIR	Juniperus virginiana	Eastern Red Cedar	B&B		8' HT. MIN.	165	Full to base, dense	
LIR-TUL	Liriodendron tulipifera	Tulip Tree	B&B	2"	12-14' HT.	9	Single leader, well-branched, full-crown	
MAG-GBB	Magnolia grandiflora 'Brackens Brown Beauty'	Bracken's Southern Magnolia	B&B		8' HT. MIN.	63	Full to base, single leader, dense	
MAG-GCW	Magnolia grandiflora 'Claudia Wannamaker'	Claudia W. Magnolia	B&B		20' HT.	10	Well-branched, dense, matched	
MAG-VGS	Magnolia virginiana 'Green Shadow'	Green Shadow Magnolia	B&B		8' HT. MIN.	91	Single leader, dense, 6' clear trunk	
MAG-SOU	Magnolia x soulangeana 'Alexandrina'	Saucer Magnolia Multi-Trunk	B&B		14' HT.	12	Multi-trunk, Specimen, Matched	
PLA-OCC	Platanus occidentalis	American Sycamore	2"		12-14' HT.	6	Single-leader, well-branched, dense	
QUE-BIC	Quercus bicolor	Swamp White Oak	2"		12-14' HT.	11	Well-branched, full-crown	
QUE-MIC	Quercus michauxii	Swamp Chestnut Oak	B&B	2"	12-14' HT.	16	Single-leader, well-branched, dense	
QUE-PHE	Quercus phellos	Willow Oak	B&B	4.5'		10	Single-leader, well-branched, full-crown	
QUE-SHU	Quercus shumardii	Shumard Red Oak	B&B	6'		10	Well-branched, single leader, full-crown, matched	
ULM-PAR	Ulmus parvifolia 'Bosque'	Bosque Elm	B&B	4"		52	Well-branched, matched, 6' clear trunk	
SHRUBS	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT.</u>	<u>HEIGHT</u>	<u>SPREAD</u>	<u>QTY</u>	<u>REMARKS</u>	
BUX-A30	Buxus sempervirens	American Boxwood	B&B	30"	30"	24	Dense, specimen	
BUX-A36	Buxus sempervirens	American Boxwood	B&B	36"	36"	45	Dense, specimen	
BUX-A48	Buxus sempervirens	American Boxwood	B&B	48"	48"	18	Dense, specimen	
BUX-A60	Buxus sempervirens	American Boxwood	B&B	60"	60"	3	Dense, specimen	
BUX-GVE	Buxus x 'Green Velvet'	Boxwood	B&B	24"	24"	110	Dense, matched	
CEP-HDR	Cephalotaxus harringtonia 'Prostrata'	Spreading Plum Yew	#3		24"	220	Well-rooted, matched	
FOT-GAR	Fothergilla gardenii 'Mt. Airy'	Dwarf Witchalder	7 GAL.			45	Well-branched, matched, dense	
HYD-PLL	Hydrangea paniculata 'Little Lime'	Little Lime Hydrangea	#7			3	Well-branched, matched	
HYD-QSQ	Hydrangea quercifolia 'Snow Queen'	Snow Queen Oakleaf Hydrangea	B&B		36"	32	Well-branched, matched	
ORNAMENTAL GRASSES	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT.</u>	<u>HEIGHT</u>	<u>SPREAD</u>	<u>QTY</u>	<u>REMARKS</u>	
PEN-ALO	Pennisetum alopecuroides 'Hameln'	Hameln Dwarf Fountain Grass	1 GAL.			160		
GROUND COVERS	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT.</u>	<u>HEIGHT</u>	<u>SPREAD</u>	<u>SPACING</u>	<u>QTY</u>	<u>REMARKS</u>
CAL-ACU	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 GAL.			24" o.c.	110	Well-rooted, matched
CAR-DIP	Carex dipsacea	Sedge	1 GAL.			18" o.c.	28	Well-rooted, matched
PAN-VSH	Panicum virgatum 'Shenandoah'	Switch Grass	1 GAL.			36" o.c.	170	Well-rooted, matched
PER-MIX	Perennial Mix	Perennial Mix	1 GAL.			18" o.c.	204	Well-rooted
S.COLOR	SEASONAL COLOR SEASONAL COLOR	SEASONAL COLOR	4' POT			9" o.c.	768	

PLANTING CALCULATIONS TABLE

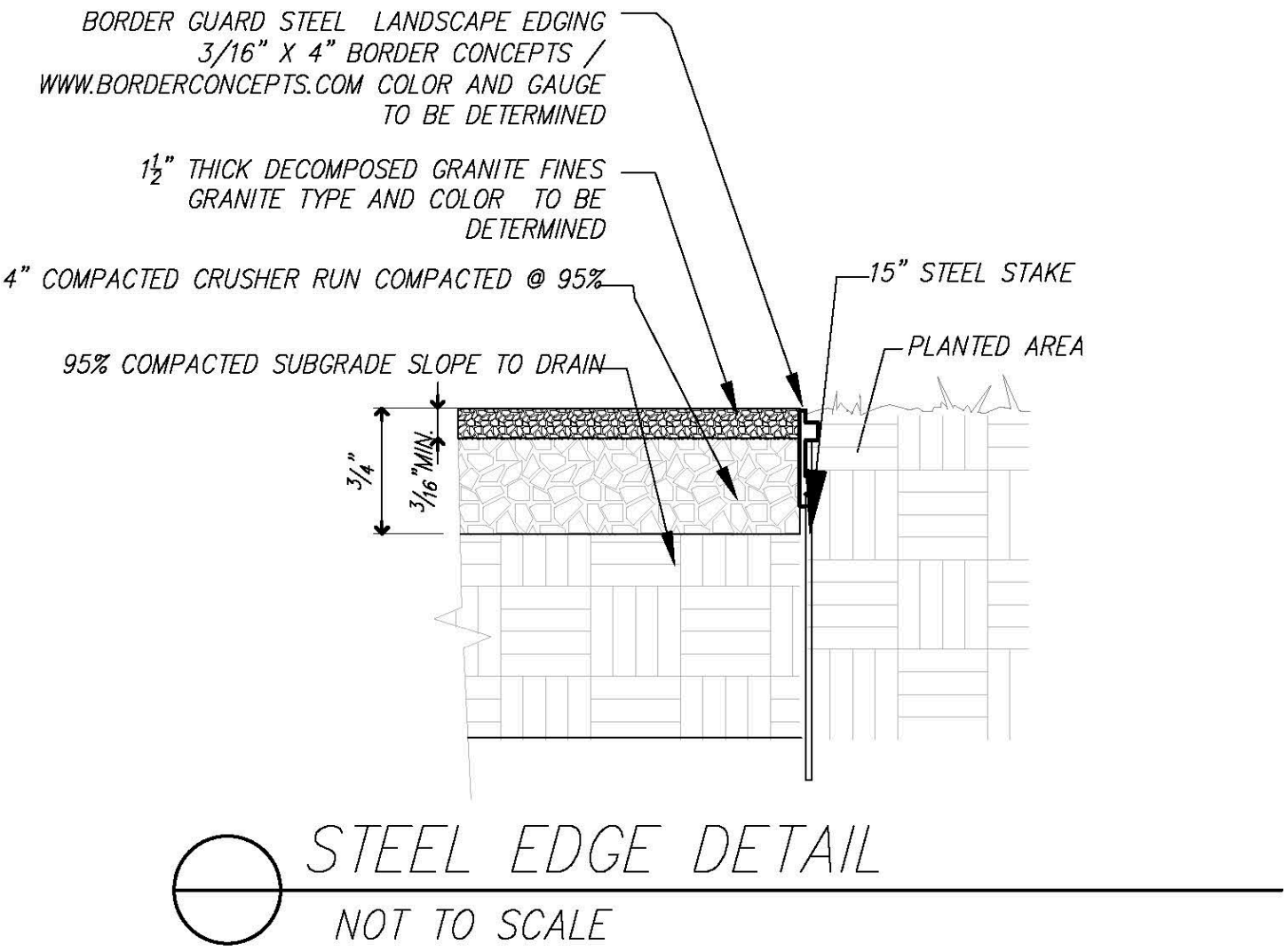
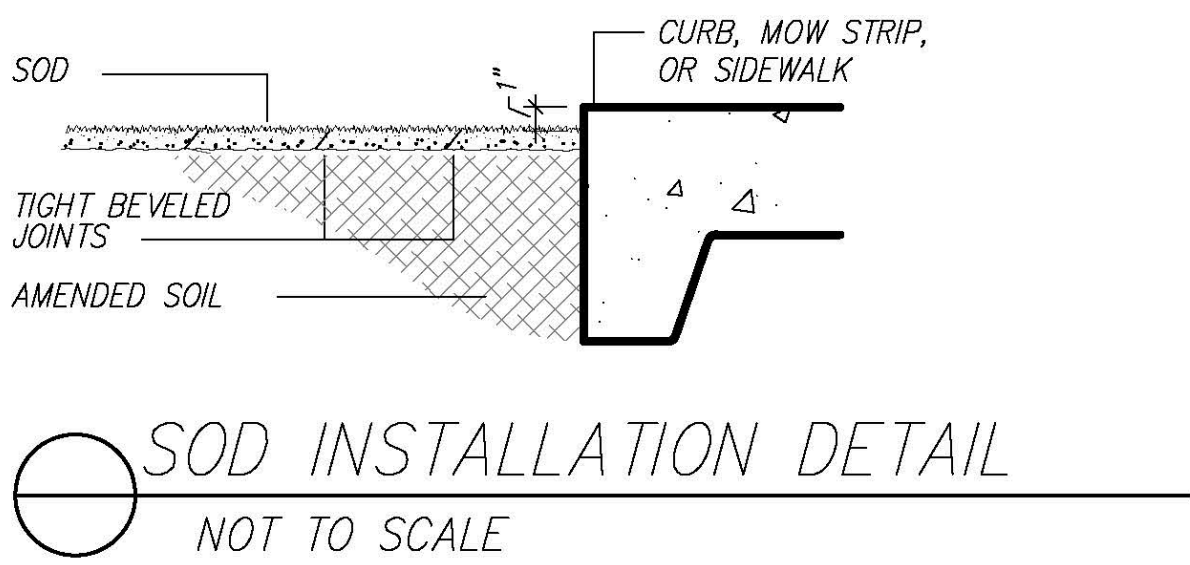
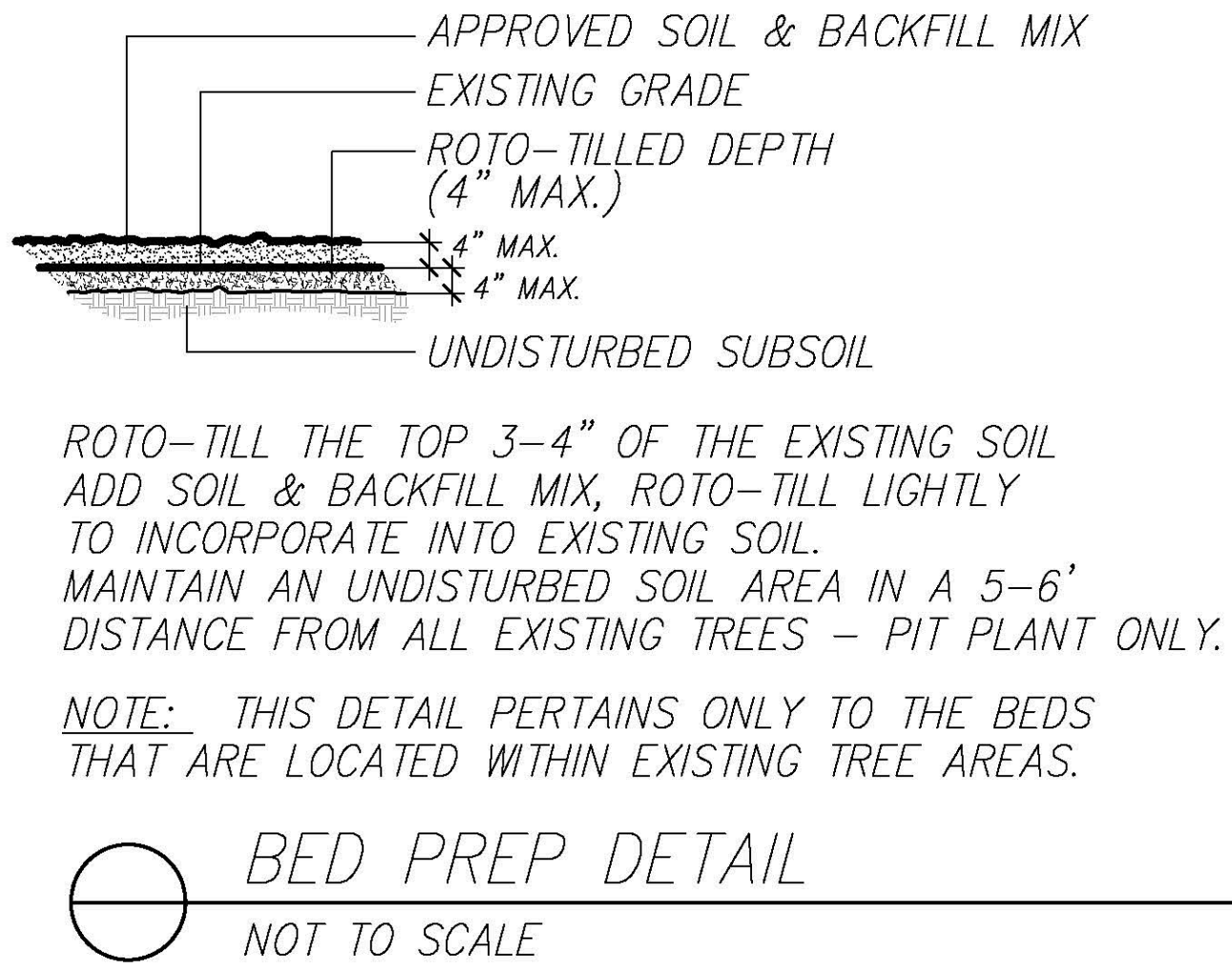
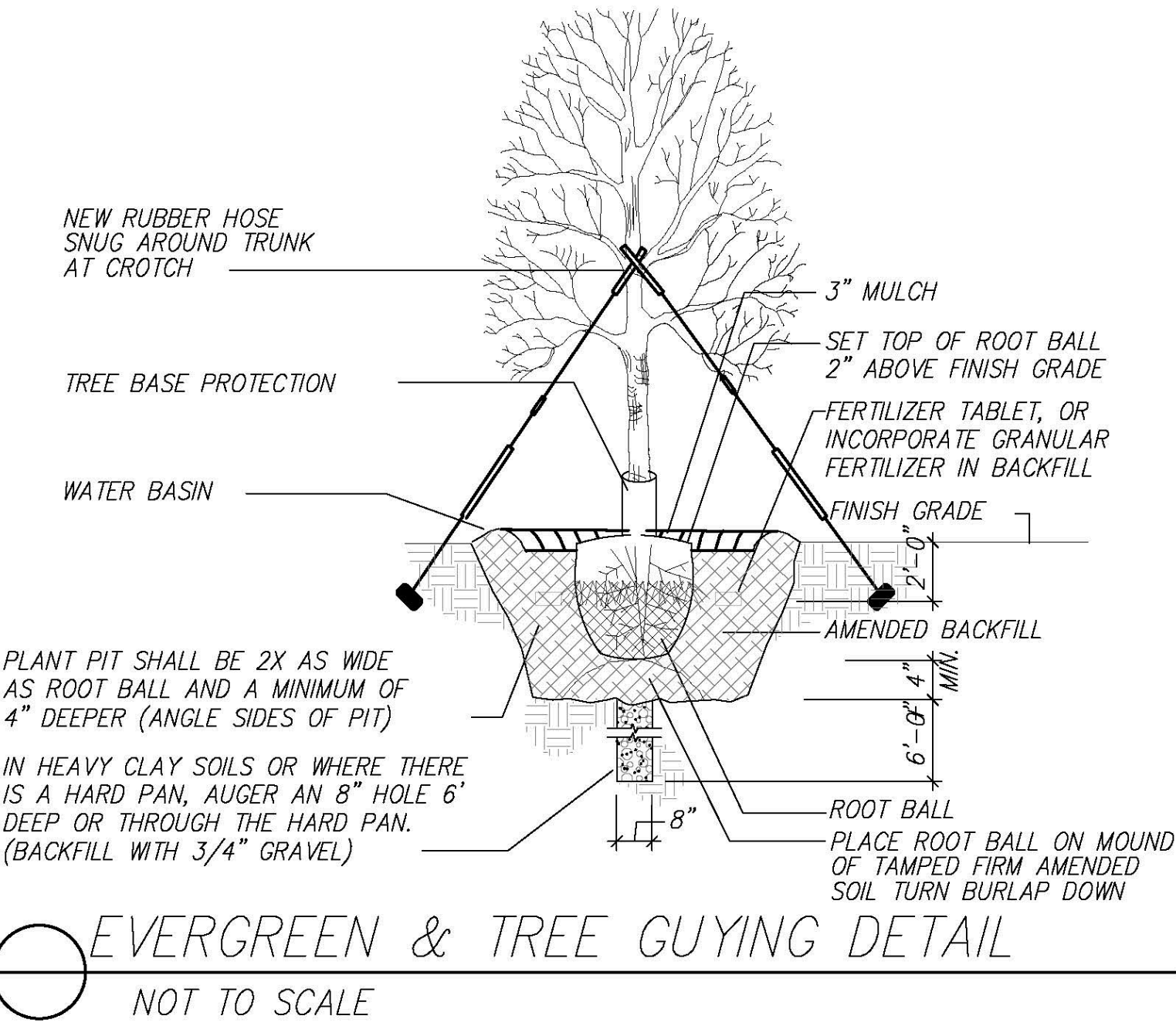
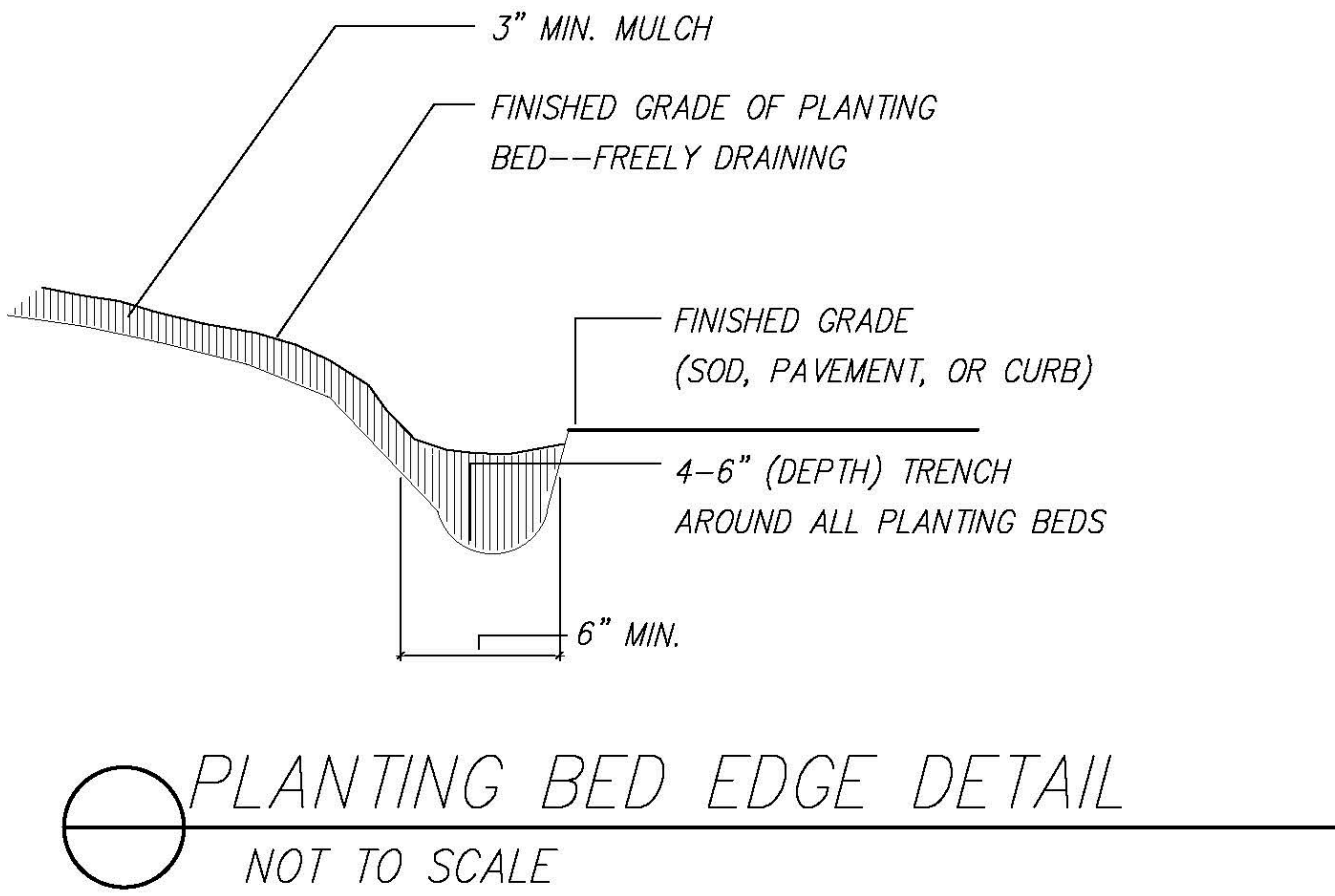
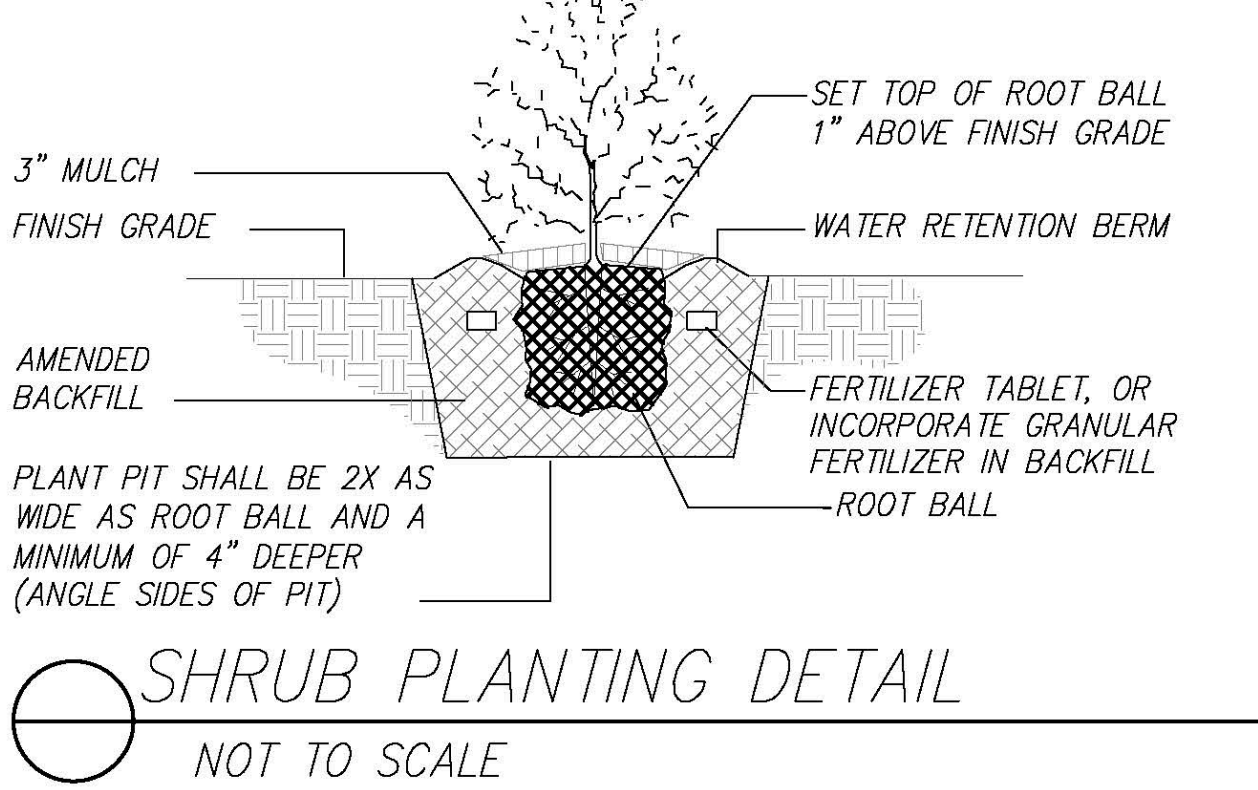
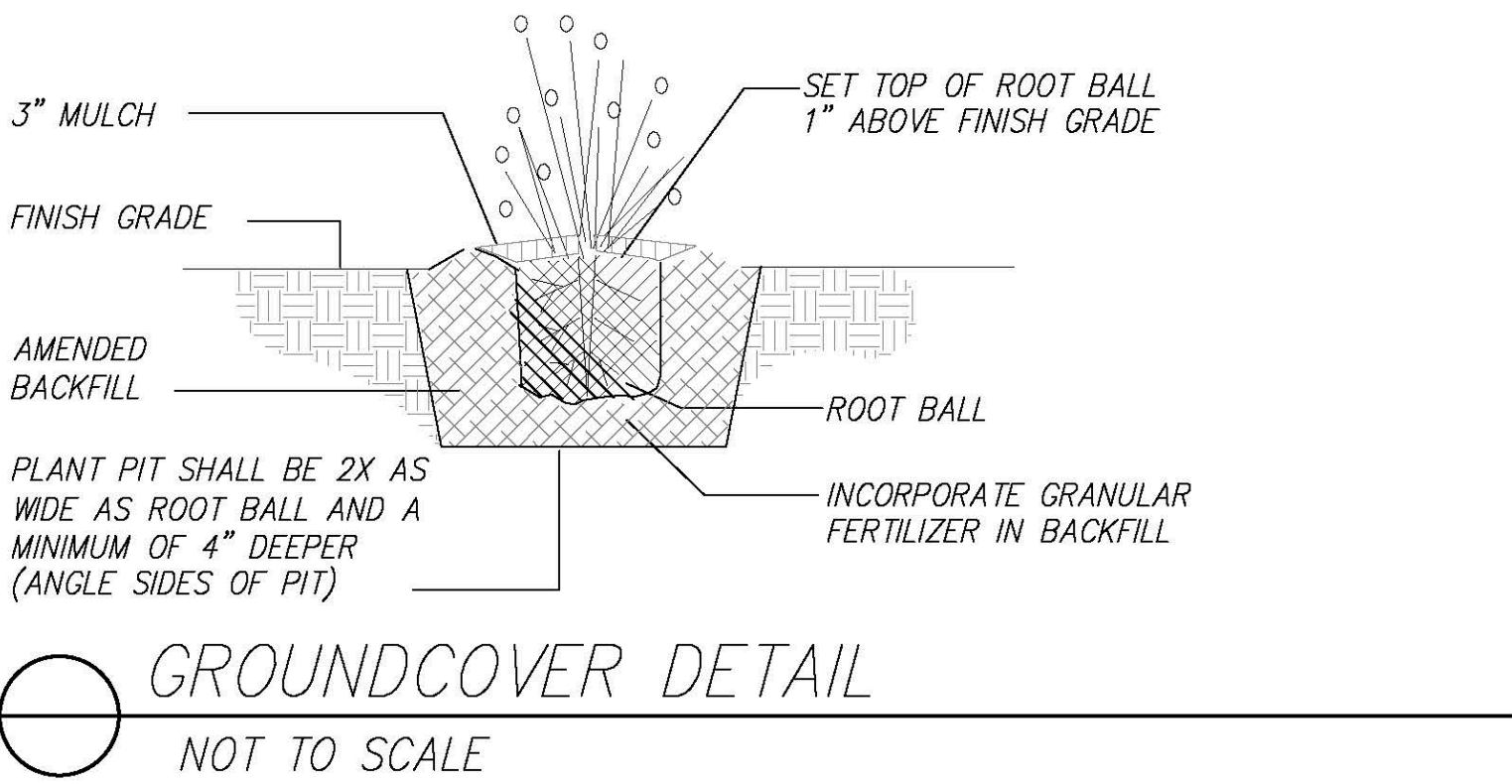
1210 L.F. of Frontage along Franklin Road
150' wide Buffer
45 trees required per 100 L.F. (540 units required)

Trees:
Deciduous = 146 units
Evergreen = 365 units
Total Trees = 511 units (8' MINIMUM HT.)

Shrubs:
90 Evergreen Shrubs (3' min. at time of planting) = 45 units

Total Units: 556 (540 units required) (45+365 = 76% Evergreen)

Note: 73 units have been used outside of the 150' buffer along streetscape.

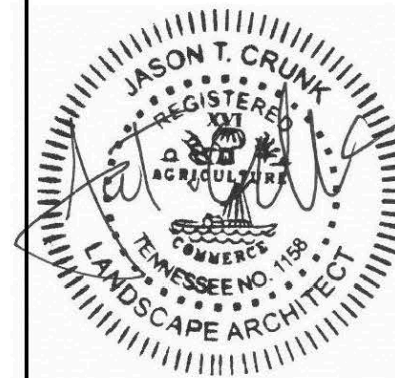


L5.40

PLANT SCHEDULE AND DETAILS

REVISIONS

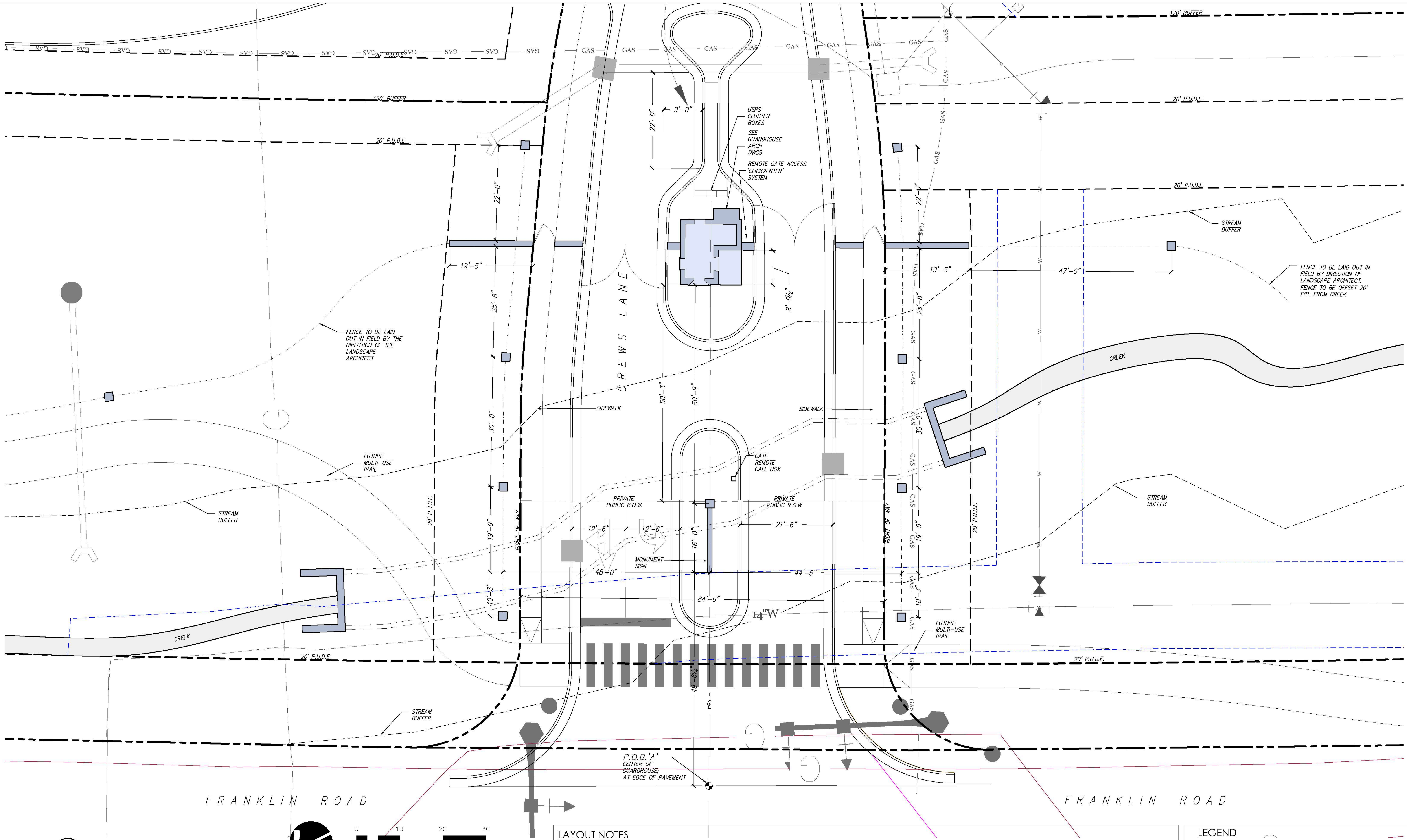
C.O.B. COMMENTS - 6-12-19



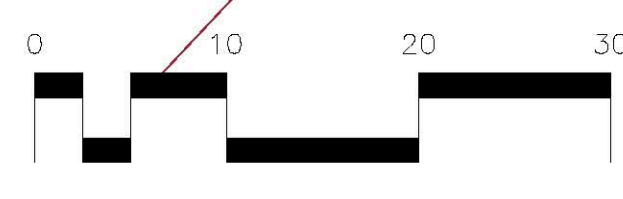
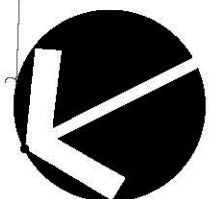
Date: 6-18-19

Oman Development

900 Franklin Rd. Brentwood, TN.



1
L2.10
ENTRANCE LAYOUT PLAN
SCALE: 1"=10'-0"



LAYOUT NOTES

1. THE SITE LAYOUT IS BASED ON CENTERLINES AND CONTROL POINTS AS NOTED. DIMENSIONS NOTED (+/-) ARE FOR FIELD ADJUSTMENTS WHEN NECESSARY. ALL OTHER DIMENSIONS ARE TO BE MAINTAINED. MINOR FIELD ADJUSTMENT MAY BE NECESSARY TO MAINTAIN PROPER LAYOUT OF BUILDING FOOTPRINT.
2. THE CONTRACTOR IS TO CHECK ALL FINISHED GRADES AND DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT.
3. THE CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR ANY DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
4. THE CONTRACTOR IS TO CONFORM TO ALL CODES AND REGULATIONS AND RECEIVE APPROVAL AND/OR OBTAIN PERMITS FOR ANY CONSTRUCTION AS REQUIRED BY THE GOVERNING JURISDICTIONS OF THE PROJECT.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALL THE UTILITIES PROTECTION CENTER AT 811 AND HAVE ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED ON THIS PROJECT FIELD LOCATED BOTH HORIZONTALLY AND VERTICALLY PRIOR TO THE BEGINNING OF CONSTRUCTION ACTIVITIES.
6. THE CONTRACTOR, WHEN SIGNING THE CONTRACT DOCUMENTS, RELIEVES THE OWNER FROM ANY AND ALL LIABILITY CLAIMS RESULTING FROM THE DAMAGE TO AND/OR INJURY DERIVED FROM AN ENCOUNTER WITH ANY AND ALL EXISTING UTILITIES.
7. INDIVIDUAL CONTRACTORS ARE RESPONSIBLE FOR LOCATING THE PROPERTY SERVICE CONNECTIONS BY DIGGING DOWN TO THEM PRIOR TO SETTING THE BUILDING ELEVATIONS.
8. BEFORE THE LANDSCAPE PROJECT IS STARTED, THE LANDSCAPE ARCHITECT AND GENERAL CONTRACTOR WILL MEET ON THE SITE FOR A DETAILED EXPLANATION OF THE SITE LAYOUT PLAN.
9. SEE CONSTRUCTION DETAILS FOR DIMS. OF SITE ELEMENTS.
10. DO NOT SCALE FROM DRAWING.
11. ALL DIMS. 90 DEGREES UNLESS OTHERWISE INDICATED.
12. TYP.S. - TYPICAL DIMS. ARE TO BE USED UNLESS OTHERWISE INDICATED.
13. ALL TREES LOCATED ARE TO REMAIN. VERIFY TREE LOCATIONS IN FIELD.
14. ALL CONSTRUCTION LAYOUT SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
15. CONTRACTOR TO HAVE LICENSED SURVEYOR OR ENGINEER TO SET LAYOUT STAKES TO ENSURE PROPOSED LAYOUT DOES NOT ENCROACH ANY SETBACKS OR PROPERTY LINES PRIOR TO CONSTRUCTION.

LEGEND

- POB (point of beginning)
- PROPERTY LINE
- SETBACK LINE
- CENTERLINE
- BASELINE
- R.P. RADIUS POINT



L2.1

LAYOUT PLAN

REVISIONS
C.O.B. COMMENTS - 6-12-19

FOR COMMENT AND REVIEW
NOT FOR CONSTRUCTION

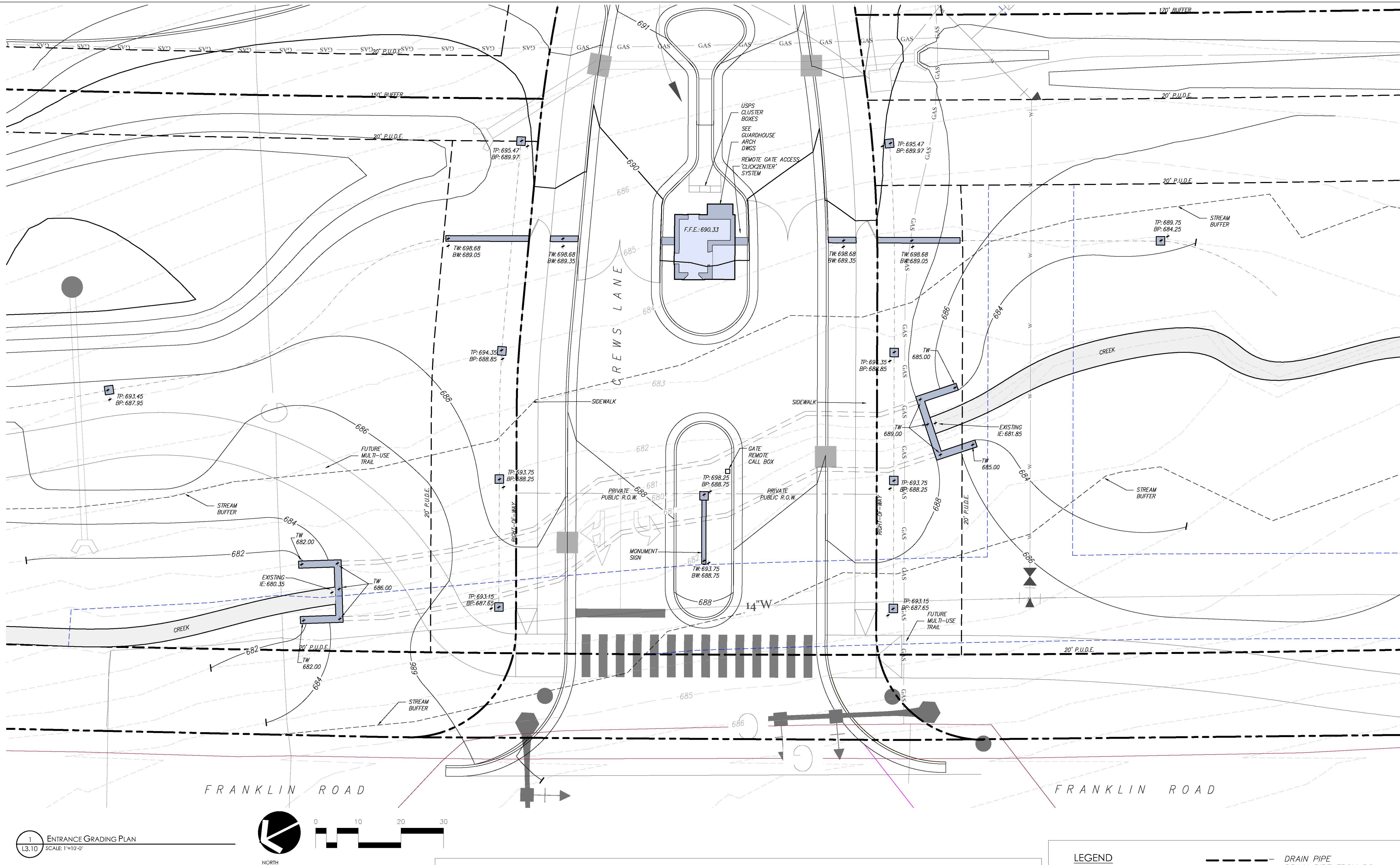
Date: 6-18-19

Oman Development
900 Franklin Rd. Brentwood, TN.

REVISIONS
C.O.B. COMMENTS - 6-12-19

FOR COMMENT AND REVIEW
NOT FOR CONSTRUCTION

Date: 6-18-19

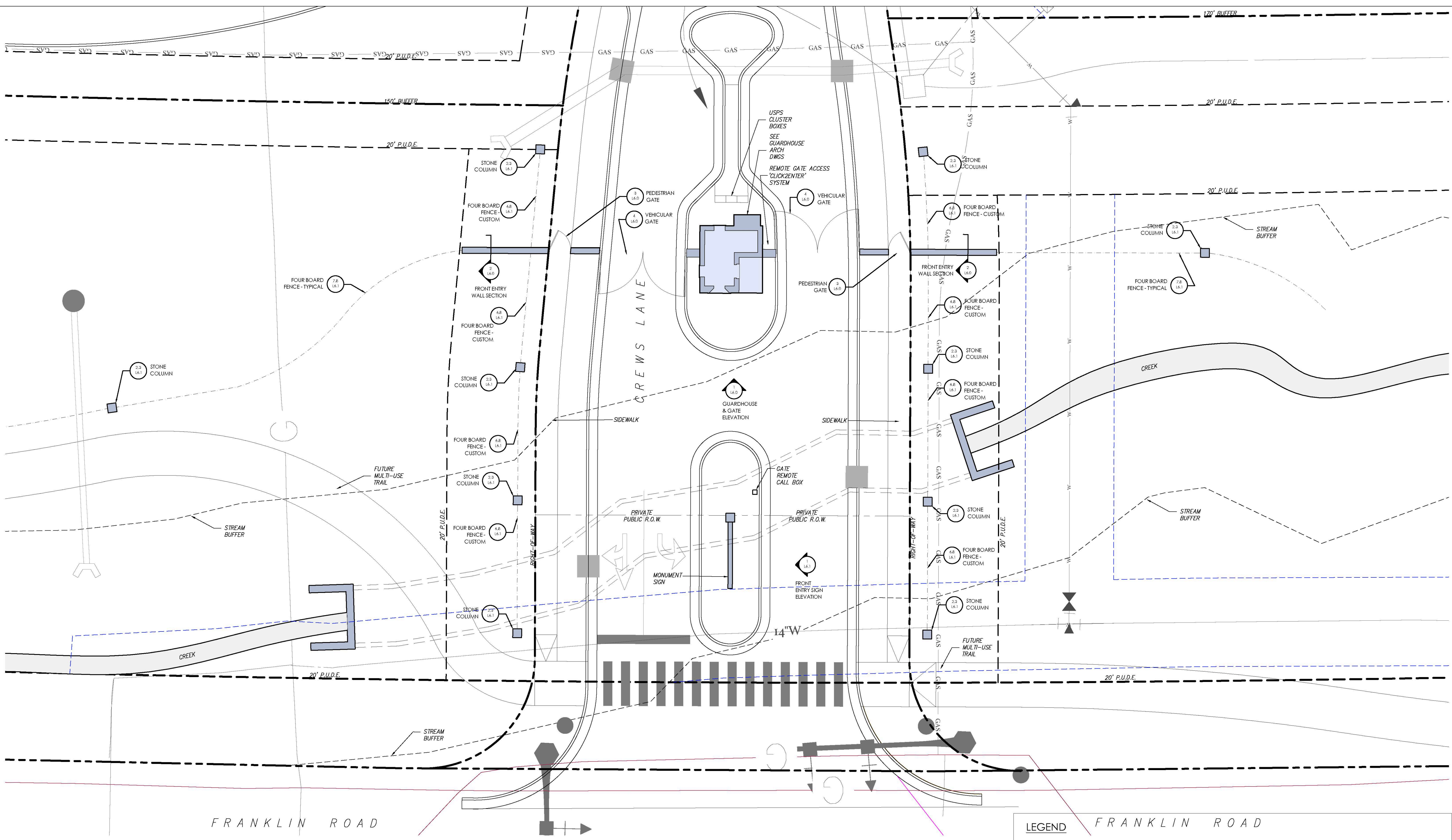


GRADING NOTES

1. NO TREES AND/OR VEGETATION, UNLESS SPECIFICALLY NOTED ON THE TREE PRESERVATION DRAWINGS, SHOULD BE REMOVED OR DISTURBED.
2. TOPSOIL IS TO BE STRIPPED FROM ALL CUT/FILL AREAS AND STOCKPILED ON SITE IN AN AREA REVIEWED BY THE LANDSCAPE ARCHITECT AND OWNER. THE SOIL SHOULD BE TESTED AS PER THE REQUIREMENTS SPECIFIED WITHIN THE SOIL DEPTHS AND TESTING NOTES.
3. ALL GRADED AREAS, INCLUDING SLOPES, ARE TO BE MULCHED AND SODDED AS SOON AS POSSIBLE AFTER GRADING IS COMPLETE.
4. SILT BARRIERS SHALL BE CLEANED OF ACCUMULATED SEDIMENT WHEN FILLED TO APPROXIMATELY 50% WITH RUNOFF SEDIMENT.
5. SILT BARRIERS ARE TO BE REPLACED AS EFFECTIVENESS IS SIGNIFICANTLY REDUCED.
6. THE CONTRACTOR IS TO PROVIDE THE NECESSARY PROTECTION, IN ACCORDANCE WITH THE SPECIFICATIONS FOR PRESERVATION AND PROTECTION OF ALL EXISTING AND PROPOSED TREES.
7. DO NOT OPERATE OR STORE HEAVY EQUIPMENT, OR HANDLE AND/OR STORE CONSTRUCTION DEBRIS OR MATERIALS, WITHIN THE DRILLPIE OF EXISTING OR PROPOSED TREES.
8. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVING AT ALL TIMES. FIELD ADJUSTMENTS OF FINAL GRADES MAY BE NECESSARY.
9. ALL SUBSURFACE DRAINAGE PIPES SHOULD BE INSTALLED AT A MINIMUM OF 1% SLOPE.
10. THE CONTRACTOR IS TO CONFORM TO ALL CODES AND REGULATIONS AND RECEIVE APPROVAL AND/OR OBTAIN PERMITS FOR ANY CONSTRUCTION AS REQUIRED BY THE GOVERNING JURISDICTIONS OF THE PROJECT.

LEGEND

- SPOT ELEVATION
- TOP OF PIER
- BOTTOM OF PIER
- TOP OF WALL
- BOTTOM OF WALL
- EXISTING GRADE
- DRAIN PIPE
- DRAIN PIPE FROM DS
- FRENCH DRAIN (PERF. PVC PIPE)
- SURFACE AREA DRAIN
- CLEAN OUT
- JUNCTION BOX
- SUB-SURFACE DRAINAGE COLLECTION POINT (SEE TREE PIT DETAIL)
- PROPOSED CONTOUR LINE
- EXISTING CONTOUR LINE
- DRAIN STRUCTURE NUMBER



1

ENTRANCE INDEX PLAN

SCALE: 1"=10'-0"

NORTH

0

10

20

30

LEGEND

FRANKLIN ROAD

SLEEVING LEGEND
INDICATES SLEEVING LOCATIONS FOR LANDSCAPE LIGHTING &
IRRIGATION ONLY!!!!

(1) 2" DIA. GREY PVC FOR LIGHTING

(1) 4" DIA. SCHEDULE 40 PVC FOR IRRIGATION

(1) 1/4" DIA. GREY PVC FOR ELECTRICAL

(1) 6" SCHEDULE 40 PVC FOR IRRIGATION MAINS

NOTE: EACH LOCATION MARKED ON PLAN INDICATES
ONE EACH OF THE ABOVE STATED SLEEVES.

ALL SLEEVES SHOULD HAVE A MIN. DEPTH OF 15" TO
TOP OF PIPE FOR ALL SLEEVES. 6" IRRIGATION SLEEVE
SHOULD BE HORIZONTALLY SEPERATED FROM THE 4"
IRRIGATION SLEEVE AT A MIN. OF 8". (SEE DETAIL THIS
SHEET.)

Detail #

Sheet #

DETAIL CALL OUT

Detail #

Sheet #

SECTION CALL OUT

Detail #

Sheet #

ELEVATION CALL OUT

GROVE PARK
CONSTRUCTION

L4.1

INDEX OF DETAILS

REVISIONS

C.O.B. COMMENTS - 6-12-19

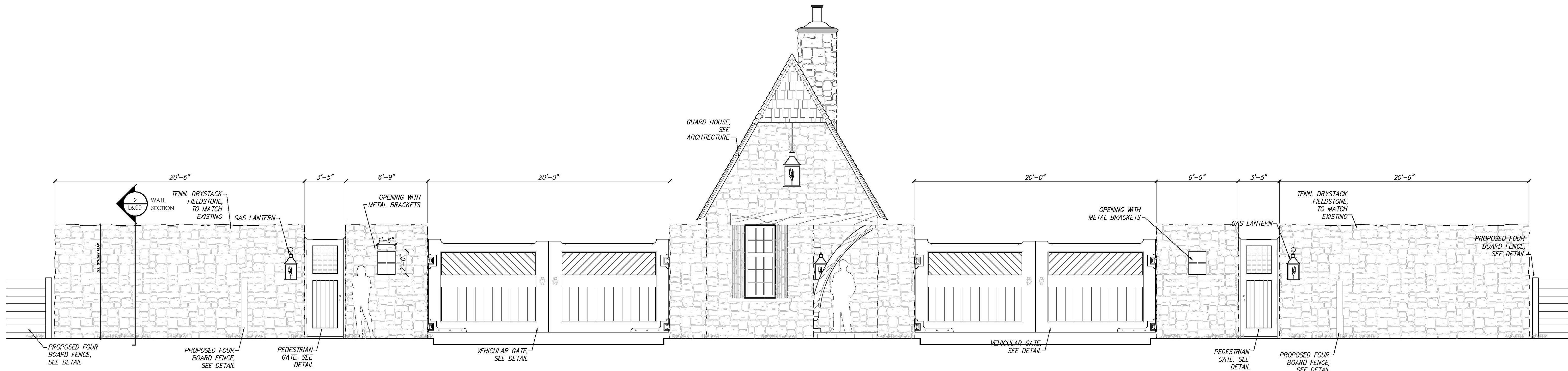
FOR COMMENT AND REVIEW
NOT FOR CONSTRUCTION

Date: 6-18-19

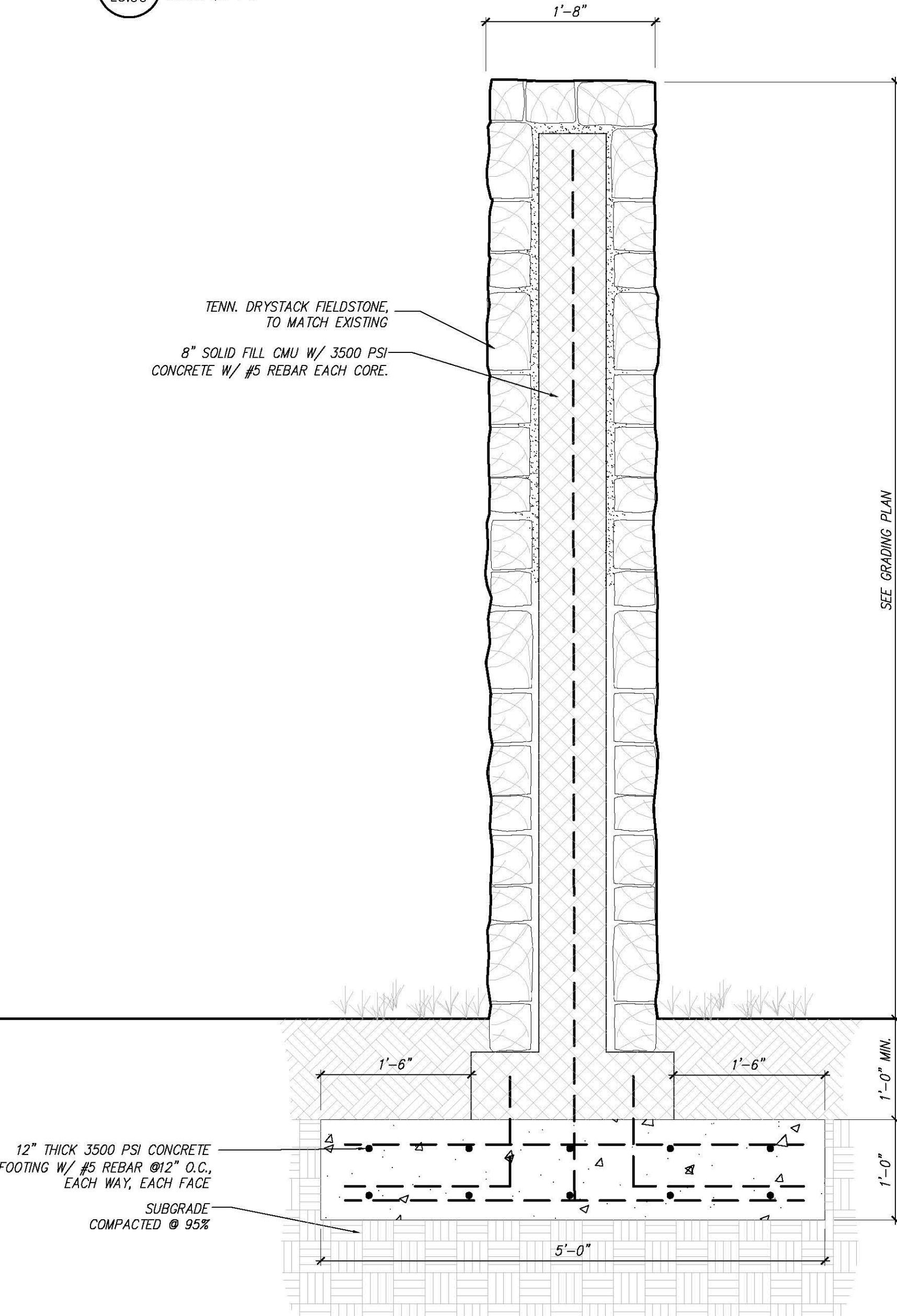
Oman Development

900 Franklin Rd. Brentwood, TN.

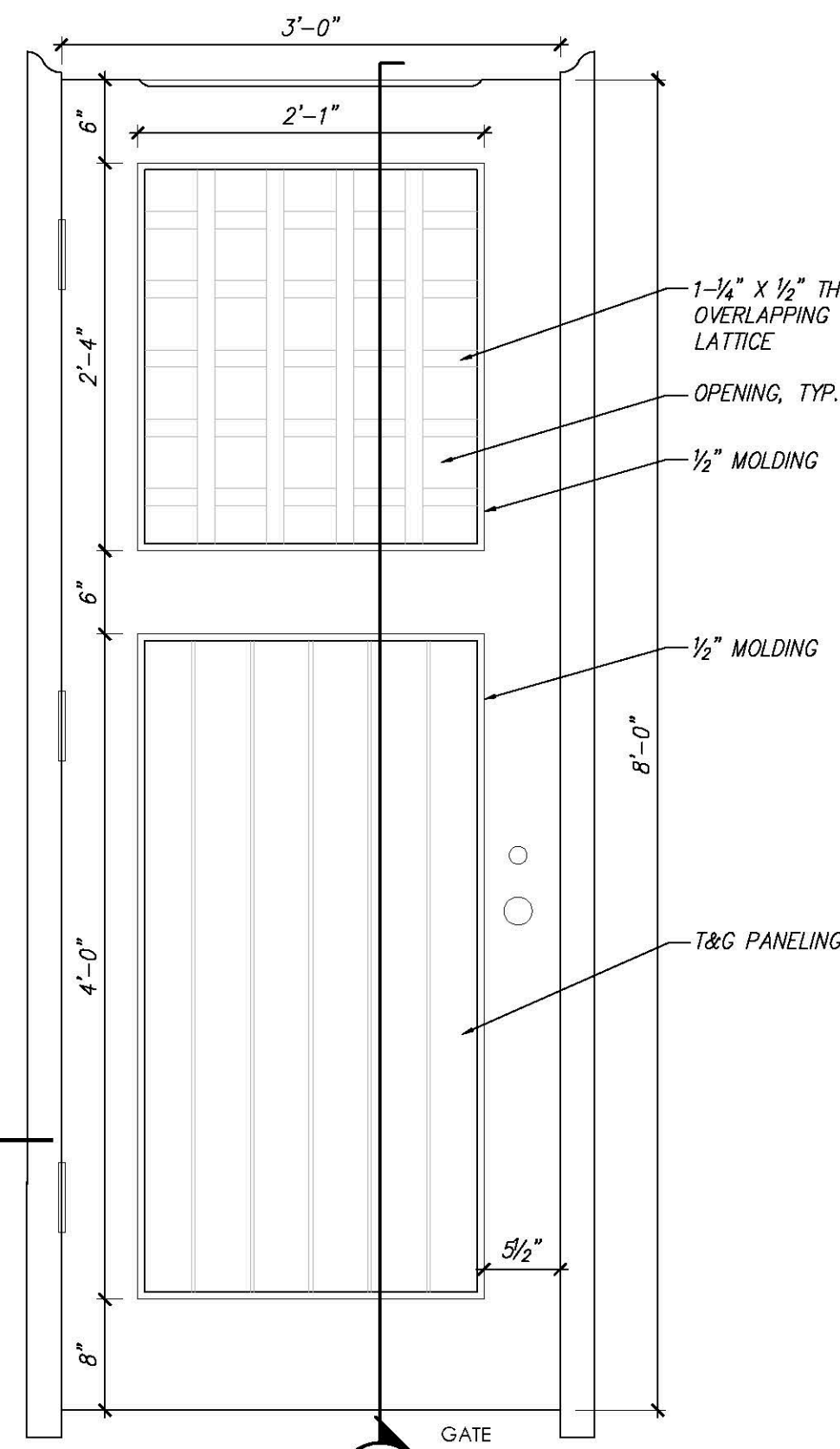
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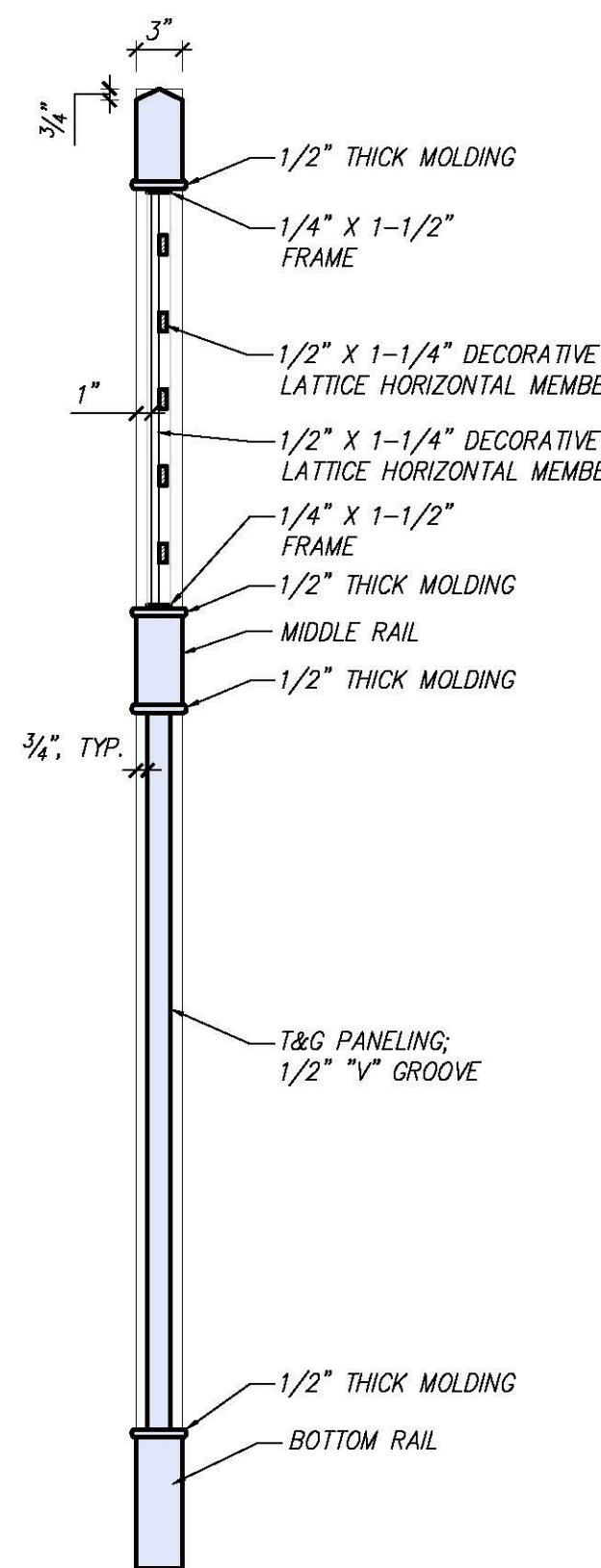
1 FRONT ENTRY GUARDHOUSE AND GATES ELEVATION
L6.00 SCALE: 1/4"=1'-0"



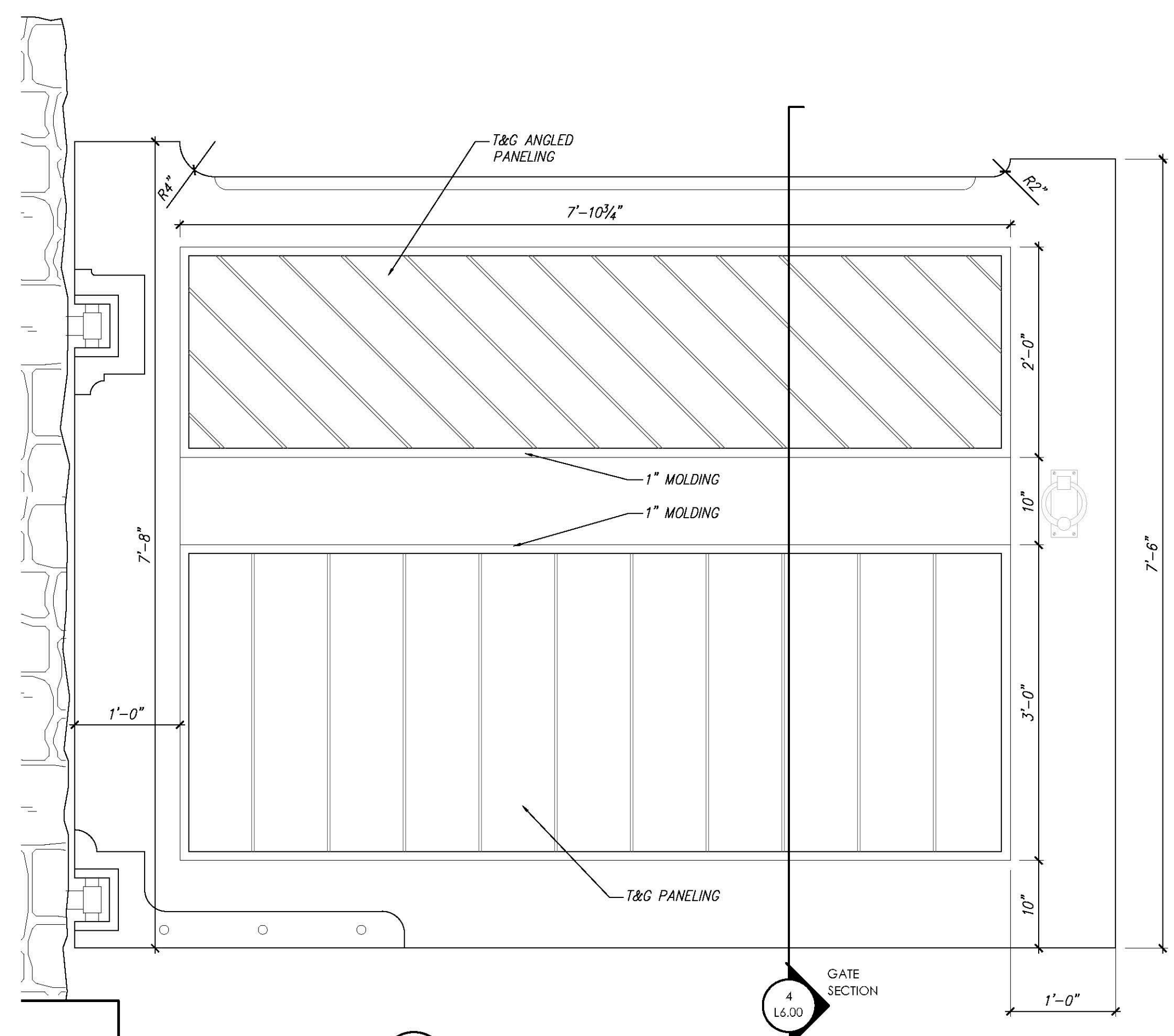
2 FRONT ENTRY WALL SECTION
L6.00 SCALE: 1"=1'-0"



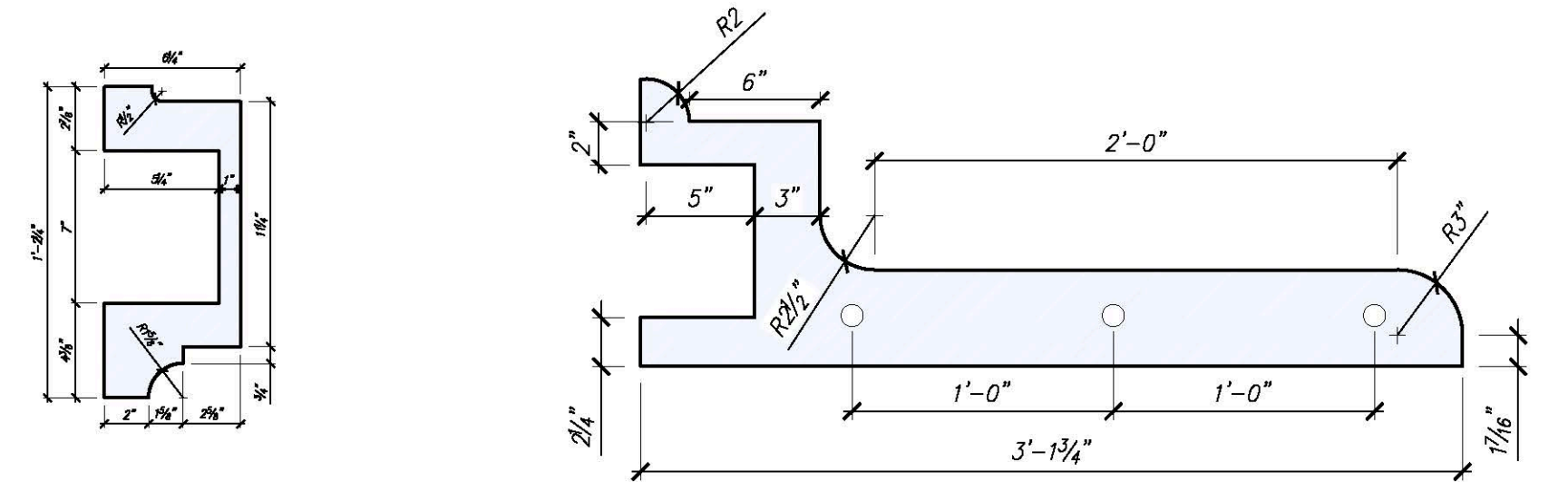
3 PEDESTRIAN GATE DETAIL
L6.00 SCALE: 1"=1'-0"



4 VEHICULAR GATE DETAIL
L6.00 SCALE: 1"=1'-0"



5 VEHICULAR GATE BRACKET DETAILS
L6.00 SCALE: 1-1/2"=1'-0"



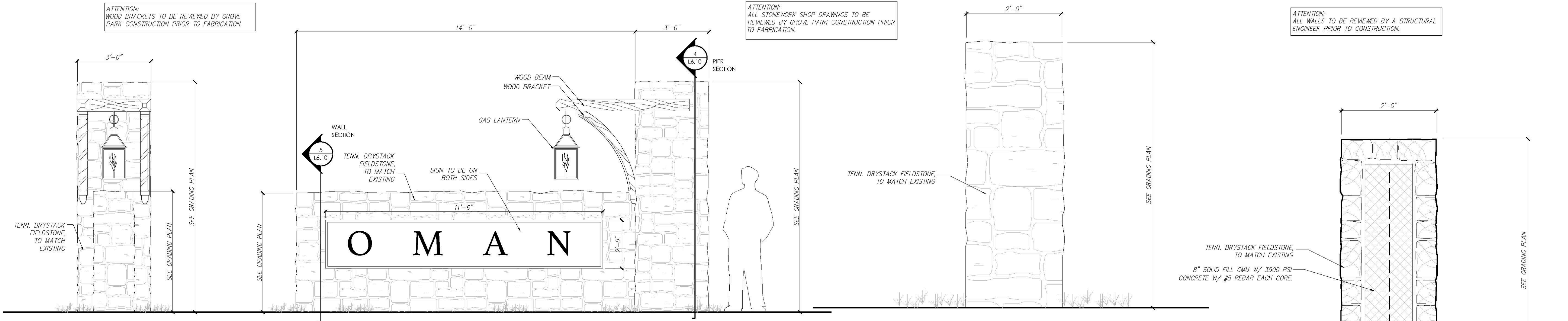
ATTENTION: ALL STONEWORK SHOP DRAWINGS TO BE REVIEWED BY GROVE PARK CONSTRUCTION PRIOR TO FABRICATION.

ATTENTION: ALL GATE SHOP DRAWINGS TO BE REVIEWED BY GROVE PARK CONSTRUCTION PRIOR TO FABRICATION.

ATTENTION: ALL WALLS TO BE REVIEWED BY A STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.

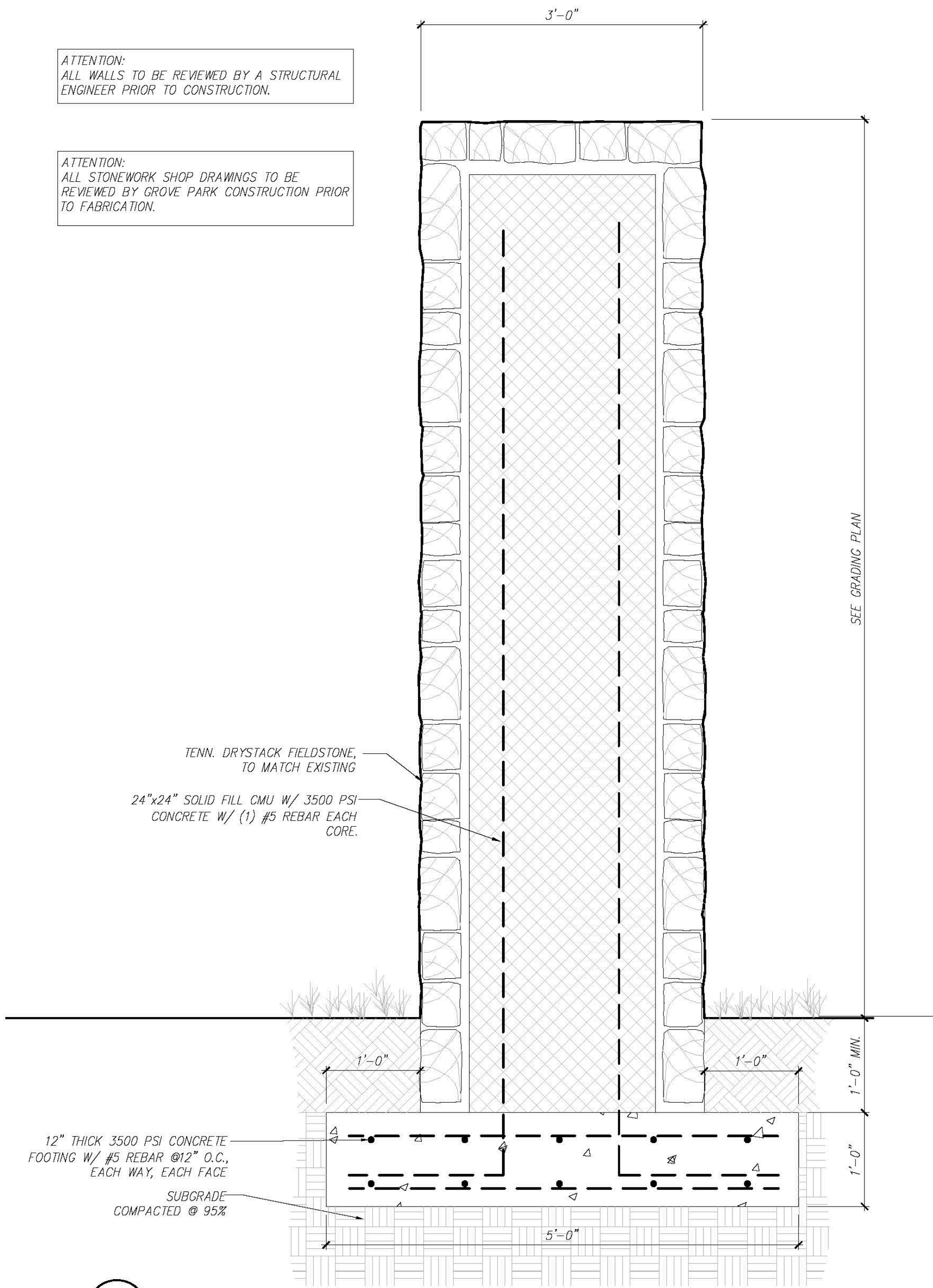
REVISIONS
C.O.B. COMMENTS - 6-12-19

FOR COMMENT AND REVIEW
NOT FOR CONSTRUCTION

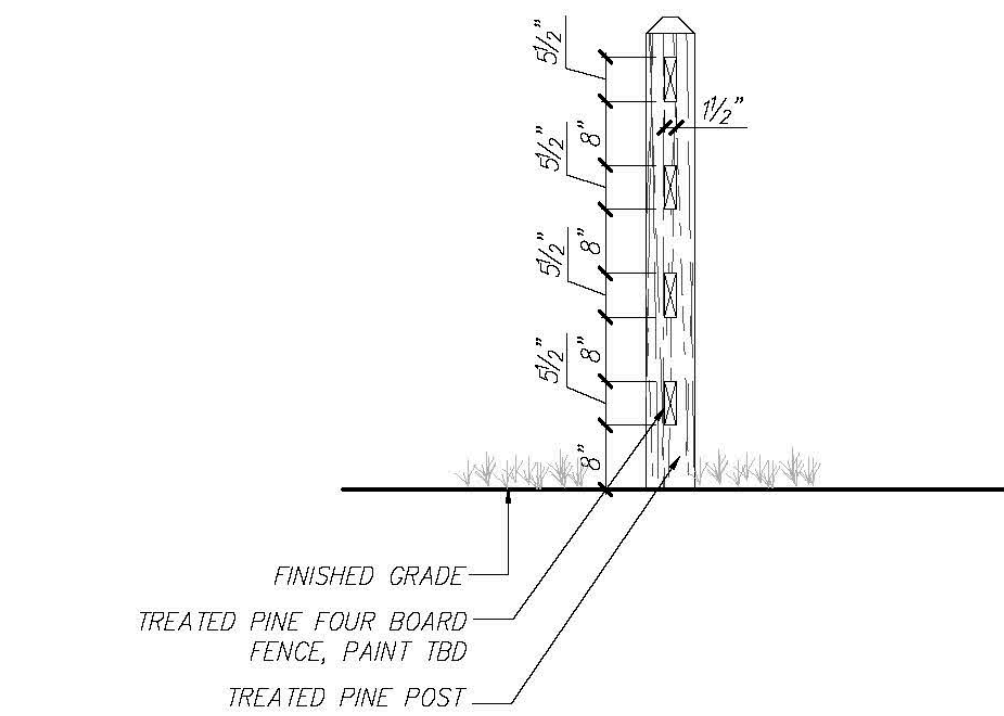


1 FRONT ENTRY WALL SIGN ELEVATIONS
L6.10 SCALE: 1/2"=1'-0"

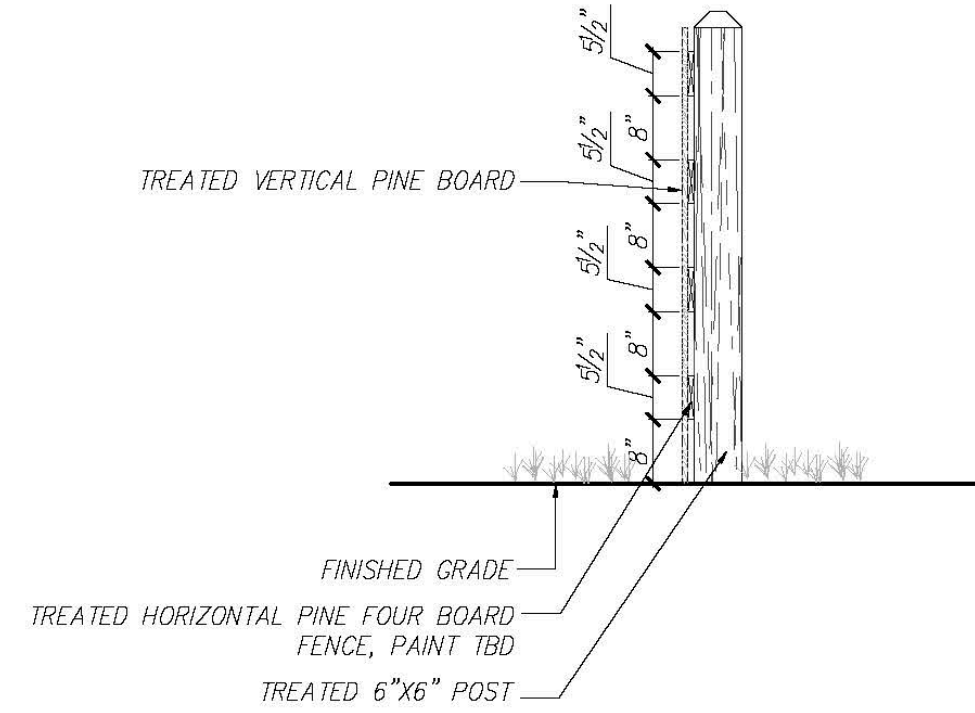
2 STONE COLUMN
L6.10 SCALE: 1"=1'-0"



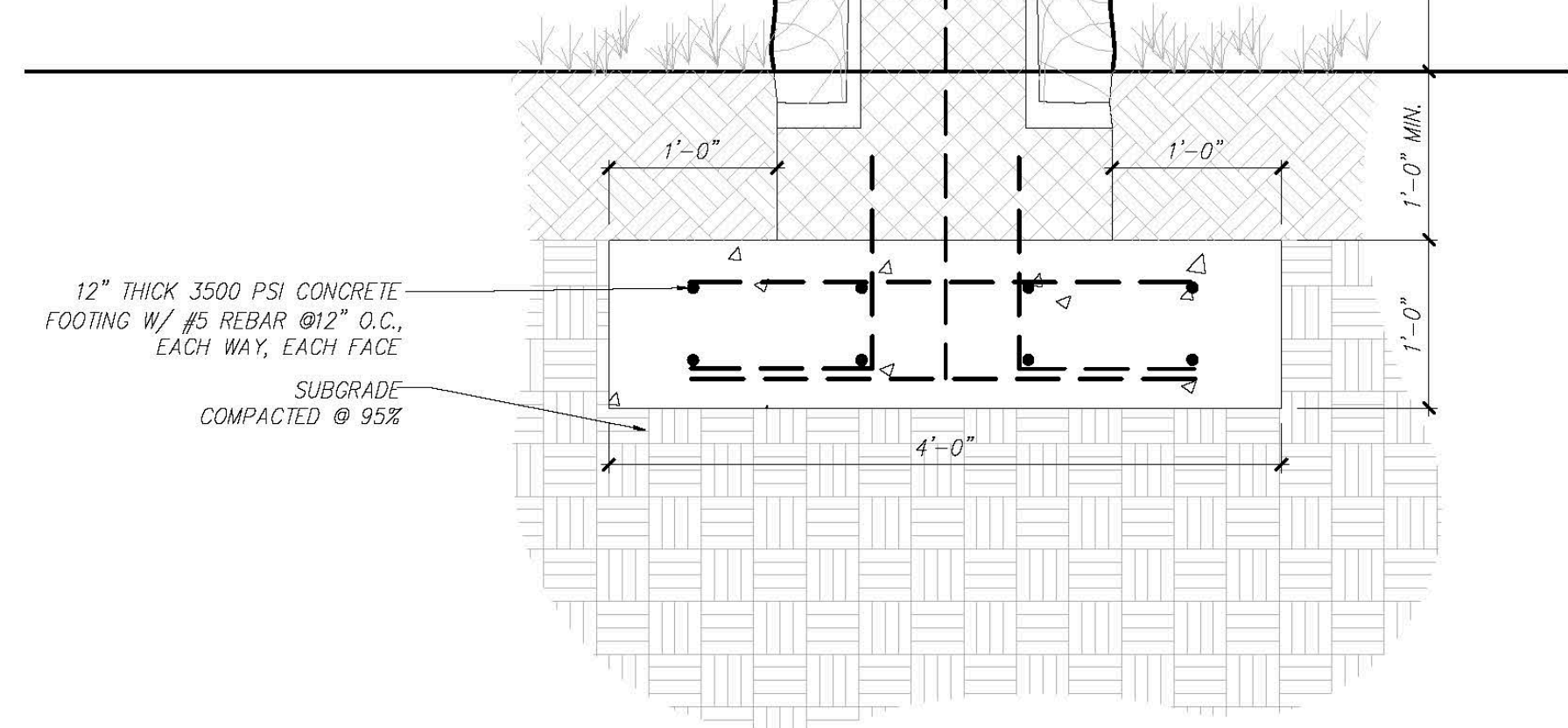
4 FRONT ENTRY SIGN COLUMN SECTION
L6.10 SCALE: 1"=1'-0"



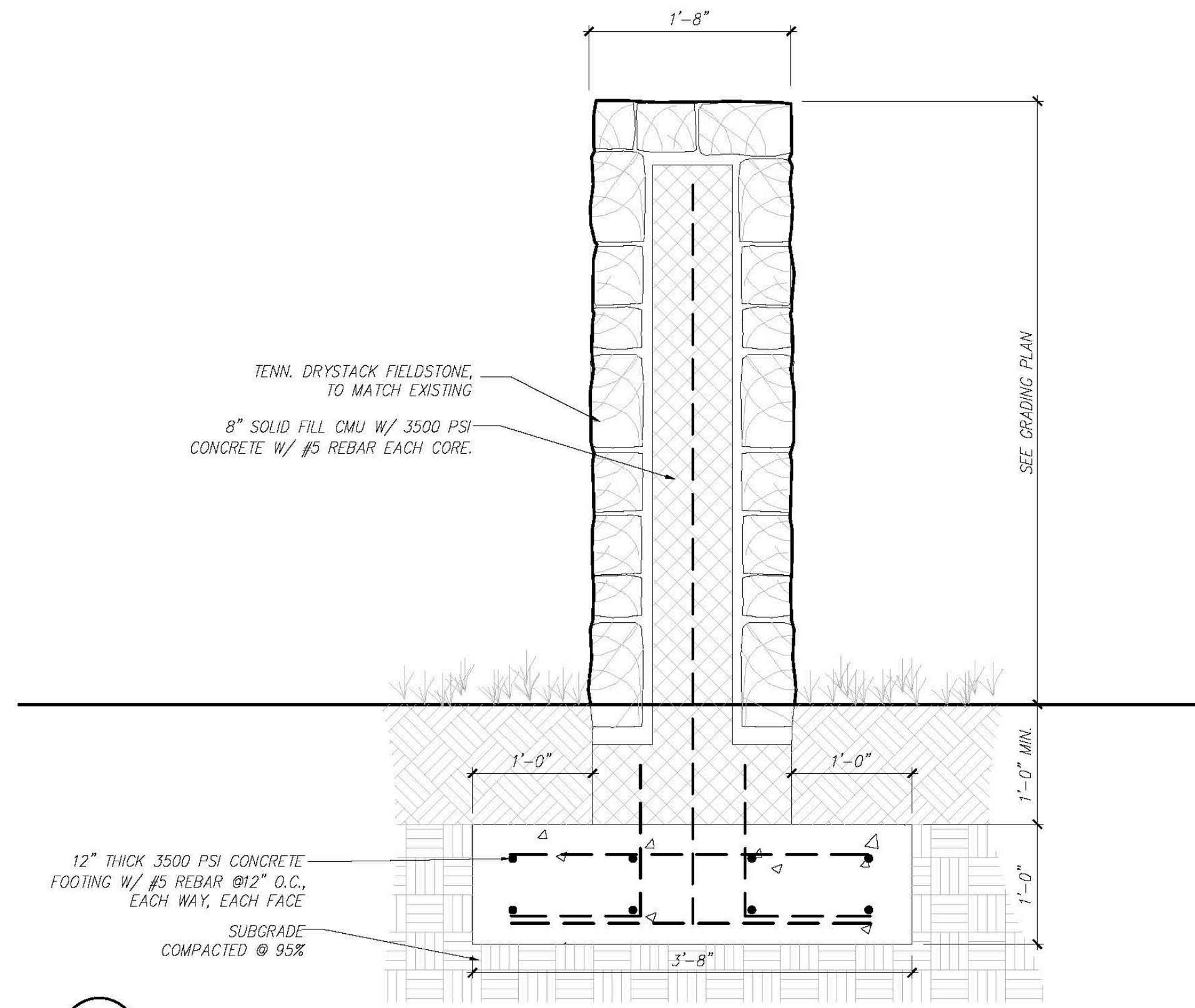
6 FOUR BOARD FENCE SECTION - CUSTOM
L6.10 SCALE: 1/2"=1'-0"



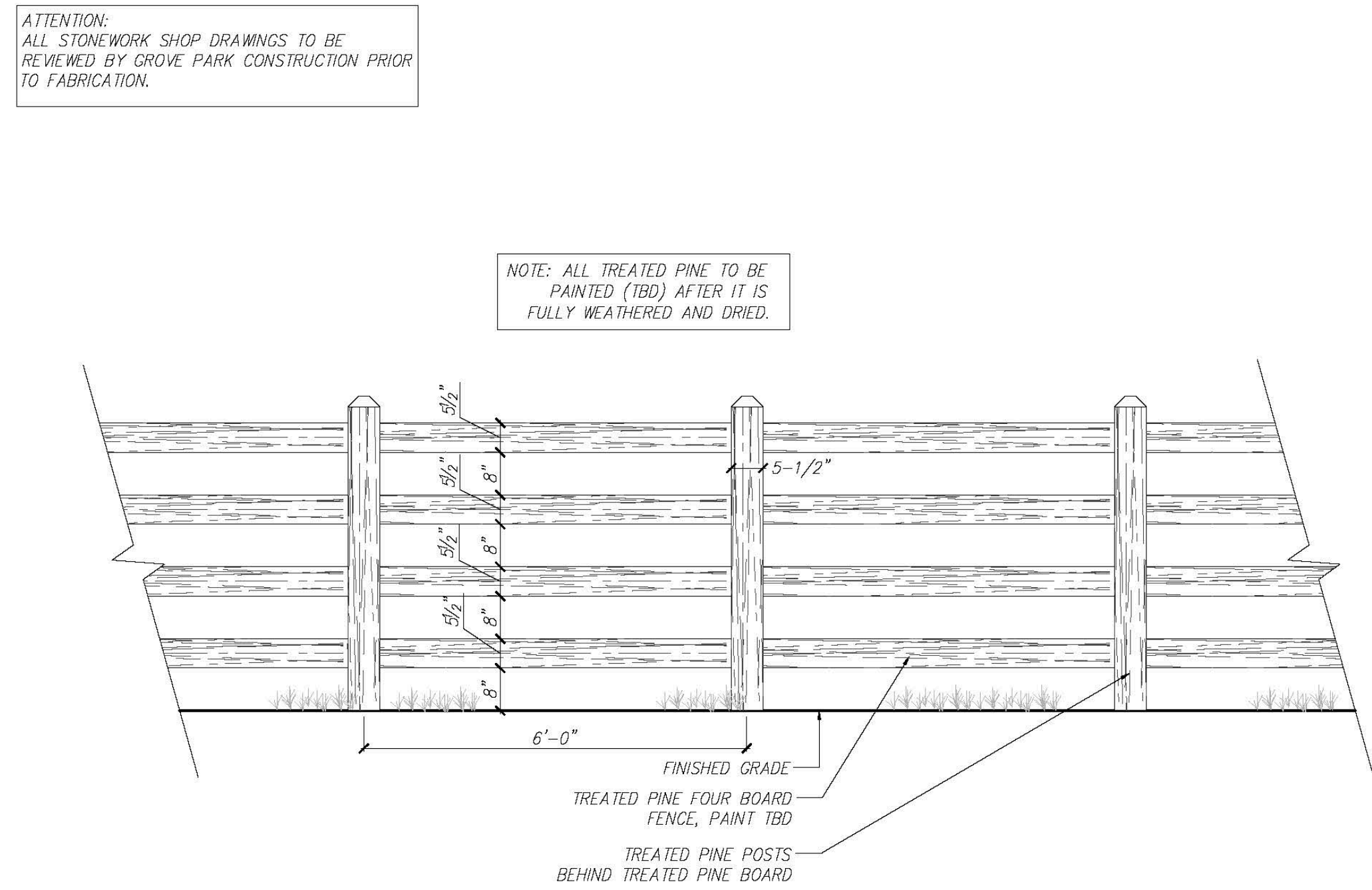
7 FOUR BOARD FENCE SECTION - TYPICAL
L6.10 SCALE: 1/2"=1'-0"



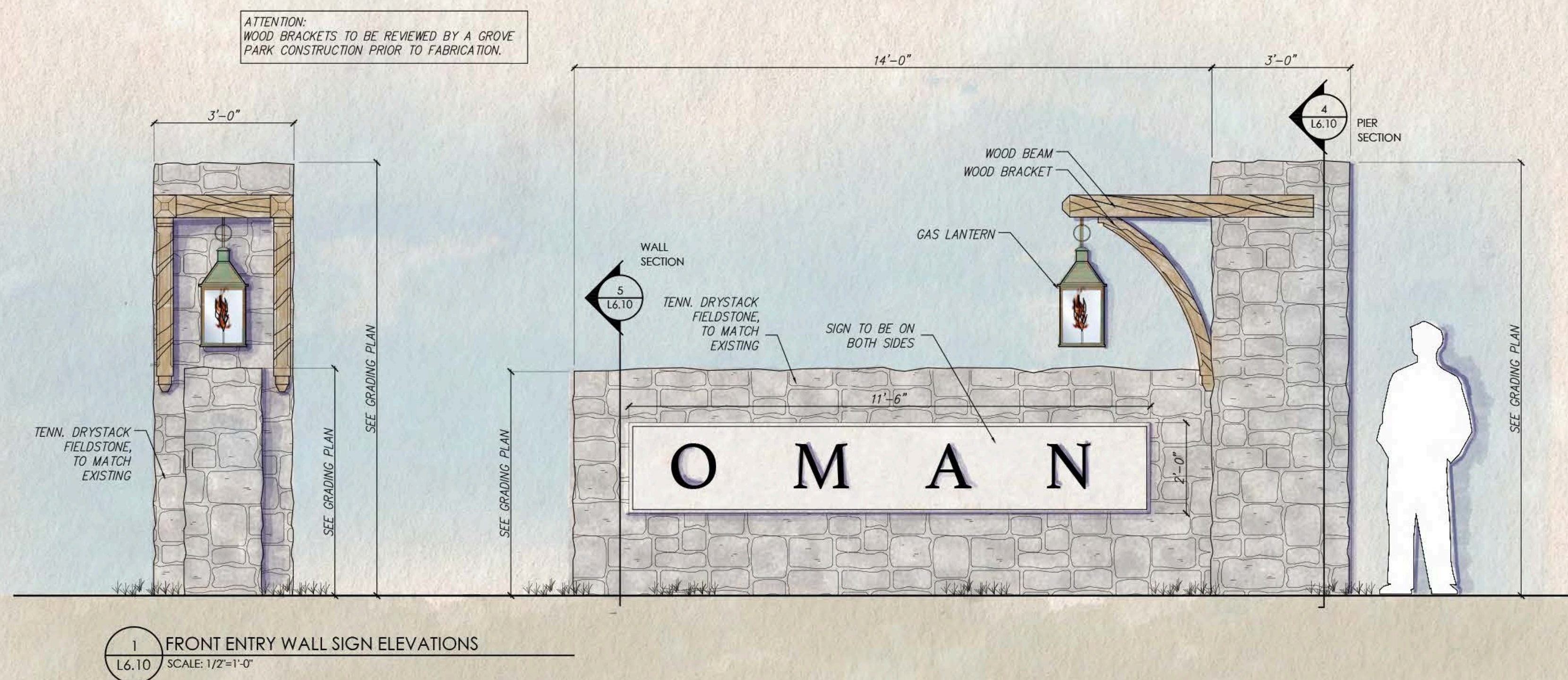
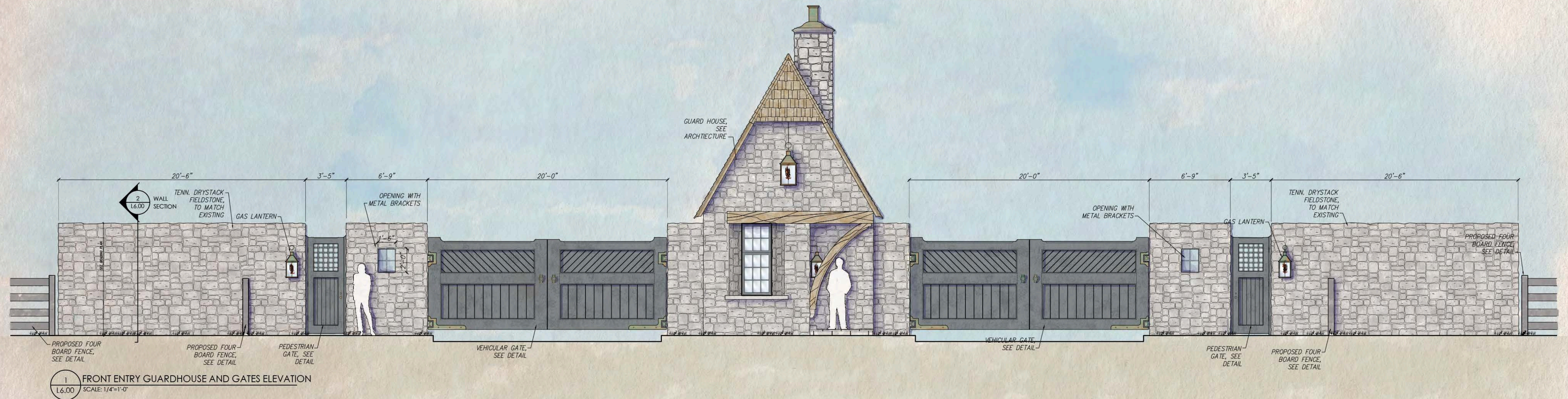
3 STONE COLUMN SECTION
L6.10 SCALE: 1"=1'-0"



5 FRONT ENTRY SIGN WALL SECTION
L6.10 SCALE: 1"=1'-0"



8 FOUR BOARD FENCE DETAIL
L6.10 SCALE: 1/2"=1'-0"



OMAN DEVELOPMENT - 900 FRANKLIN ROAD

FRONT ENTRANCE GATE HOUSE AND MONUMENT SIGN

Sec. 78-185. - Development plans and subdivision plats.

- (b) No deviations from the development plan approved by the board of commissioners shall be permitted, unless a revised development plan is approved as set forth below:
- (1) Any proposal for a modification to an approved development plan for an OSRD development shall be considered only after submittal of eight copies of a revised development plan including the minimum detail required for review of a new development plan as established in this section.
 - (2) Any of the following proposals shall be submitted to the planning commission for its review and recommendation and to the board of commissioners for its approval by resolution:
 - a. An increase in the total number of single-family lots;
 - b. Any alteration of vehicle access for the development to existing public streets;
 - c. Any alteration to the permanent use of the common open space areas or the type or location of structures, facilities, recreation improvements or public access drives within such open space; and
 - d. Any modification to the special restrictions placed on an OSRD development pursuant to this division.
 - (3) Any other modification to an approved development plan for an OSRD development, including, but not limited to, changes in the future arrangement of internal streets, rights-of-way or lots must be submitted to the planning commission for approval.

Sec. 78-512. Technical standards for development activities.

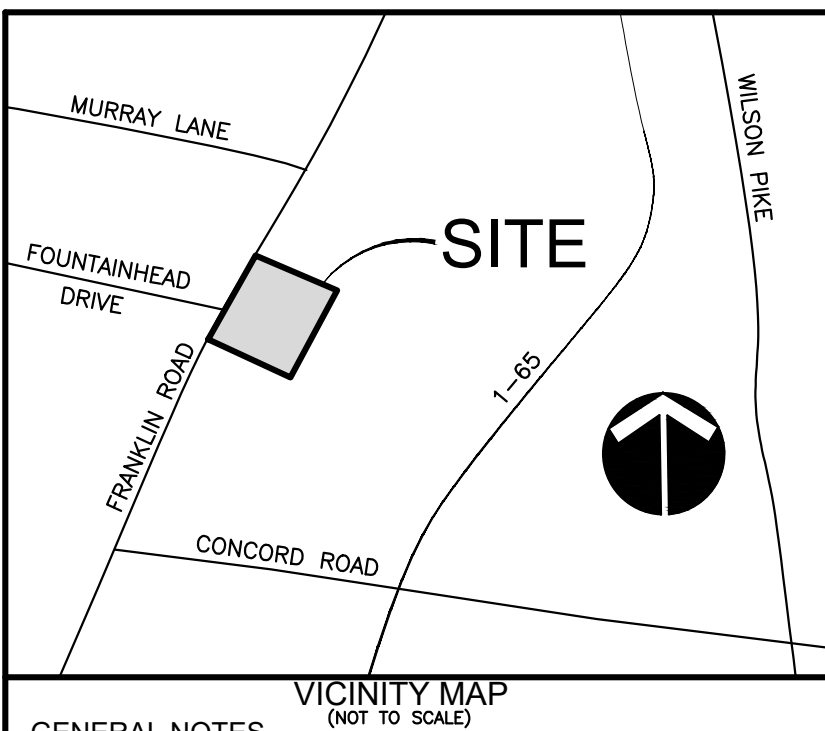
(b) *General standards.* The following minimum standards shall apply to each development:

- (1) Protected trees that are proposed to be removed shall be replaced in accordance with the minimum planting requirements in this article.
- (2) Trees that are identified on landscaping plans to be protected shall be safeguarded according to the requirements set forth in section 78-513.
- (3) The planning commission may require that a landscape plan be revised so as to preserve any significant protected tree(s) of 18 caliper inches or larger. In addition, the planning commission may require the developer to transplant any protected tree(s) to another location on the site or in the city if, in the opinion of an urban forester or arborist, the tree(s) can be moved cost effectively and has a reasonable chance of survival.
- (4) Any alterations to an approved landscape plan shall be formally requested by a landscape architect licensed with the state. The formal request shall detail the related changes for planning commission review. Minor changes to an approved plan necessitated by hardships or unusual circumstances later discovered at the site may be approved by the planning and codes director, if the change does not alter the total landscaping provision of the original plan. The revised landscape plan shall conform to the guidelines set forth in this article.
- (5) Natural screening shall be required in the buffer strip between normally incompatible land uses as specified in Article III of Chapter 78 to reduce the effect of headlight glare, noise and other objectionable impacts or activities. Breaks in screens shall be permitted to provide adequate ingress and egress. The screening shall be shown on the landscape plan and shall meet the following requirements:
 - a. Screens shall be comprised primarily of evergreen plant materials (minimum of 75 percent), with a mixture of varieties encouraged (e.g. magnolias, maples, oaks, pines, etc.).
 - b. A screen may include earth berms. Earth berms shall have a maximum side slope of 2:1 (base horizontal to highest vertical measurement). Slopes equal to or greater than 3:1 shall be planted with evergreen ground cover. Slopes less than 3:1 may be planted with turf.
 - c. The buffer strip shall be contained entirely upon the property requiring its installation, and shall possess a width as specified for the affected zoning district. The following minimum planting standards shall apply based on the required width for each 100 linear feet of buffer area and prorated for any fraction thereof. The planning commission shall have the authority to relocate required buffer plantings to alternate areas of the affected development to achieve a more natural woodland appearance, or other desired landscape design. Relocated buffer plantings may count toward fulfillment of site landscape requirements outlined for commercial and service-institution developments in subsection 78-512(c), where appropriate, and with the approval of the planning commission.

Required buffer strip width	Minimum evergreen plantings per 100 linear feet of buffer
50'	25
75'	35
100'	40
150'	45
200'	50

No tree fulfilling this requirement shall be less than two caliper inches in size and eight feet in height.

- d. Specified quantities may be reduced by ten percent if a continuous three-foot tall berm is also installed. Evergreen shrubs may be substituted for up to one-third of the trees required in a buffer strip. Two shrubs shall be required for each tree replaced. Shrubs shall be a minimum height of 36 inches at time of planting. The minimum mature height of the shrubs shall be nine feet.
- e. The planning commission may allow a portion of the plantings contained in a buffer strip to count toward fulfillment of the total caliper inch requirement for supplemental trees for the site, provided that the overall site has a reasonable balance of landscape distribution and green space.
- f. In locations where significant or unique physical features exist (e.g. railroads, interstate and other major highways, natural hillsides, etc.) or the preservation of an open, pastoral setting on a portion or all of the buffer strip is deemed more compatible with the surrounding area, the planning commission may reduce the total required plantings within the applicable section of buffer strip.



OWNER / DEVELOPER:

OMAN DEVELOPMENT, LLC
C/O CALDWELL LUCAS
7101 SHARONDALE COURT, SUITE 400
BRENTWOOD, TENNESSEE 37027
(615) 678-7963
caldwell@groveparkconstruction.com

SURVEYOR:

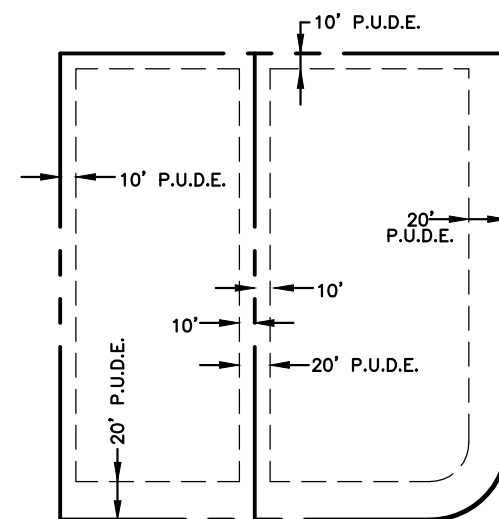
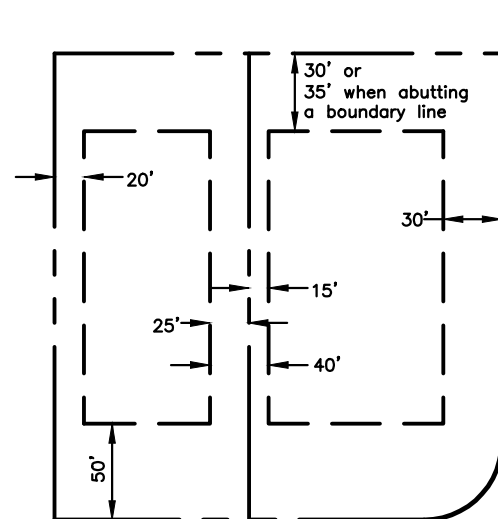
RAGAN-SMITH ASSOCIATES, INC.
TOM DARNALL, RLS
315 WOODLAND STREET
NASHVILLE, TENNESSEE 37206
(615) 244-8591
tdarnall@ragansmith.com

PROPERTY MAP REFERENCE

BEING PARCEL NUMBER 2.00 AS SHOWN ON
WILLIAMSON COUNTY PROPERTY MAP NUMBER 29.

DEED REFERENCE

BEING THE SAME PROPERTY CONVEYED TO OMAN
DEVELOPMENT, LLC FROM JACK A. OMAN AND WIFE,
ARGIE C. OMAN BY QUITCLAIM DEED OF RECORD IN
DEED BOOK 7550, PAGE 693, REGISTER'S OFFICE
FOR WILLIAMSON COUNTY, TENNESSEE.



OPEN SPACE AREA TABLE		
OPEN SPACE	SQ. FT.±	ACRES±
A	58,043	1.33
B	116,427	2.67
C	60,433	1.39
D	2,672	0.06
E	917	0.02
TOTAL	238,492	5.48

LOT AREA TABLE		
LOT	SQ. FT.±	ACRES±
1	72,872	1.67
2	43,586	1.00
3	43,579	1.00
4	43,877	1.01
5	43,753	1.00
6	43,750	1.00
7	43,807	1.01
8	43,743	1.00
9	46,869	1.08
10	50,663	1.16
11	51,971	1.19
12	51,899	1.19
13	43,890	1.01
14	49,152	1.13
15	46,967	1.08
16	42,314	0.97
17	43,585	1.00
18	43,648	1.00
19	80,648	1.85
20	91,232	2.09
21	111,559	2.56
TOTAL	1,133,364	26.02

GENERAL NOTES

1. THE PURPOSE OF RECORDING THIS PLAT IS TO CREATE 21 SINGLE-FAMILY LOTS AND 5 OPEN SPACE TRACTS.
2. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983.
3. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY CONSTRUCTION BEING MADE. AVAILABLE AND LOSS OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE NOR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL, DIAL 811.
4. BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X", AS DESIGNATED ON CURRENT FLOOD ELEVATION MANAGEMENT AGENCY MAP NO. 47187C00083G, WITH AN EFFECTIVE DATE OF DECEMBER 22, 2016, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT COMMUNITY NO. 707205, FIRM NO. 47187C00083G, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "X" UNDER "OTHER AREAS" AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

3. THIS PROPERTY IS CURRENTLY ZONED OSRD.
MINIMUM BUILDING SETBACKS:
FRONT-- 5' (UNLESS SHOWN OTHERWISE)
SIDE -- 15'/25' OR 20'/20' (40' BETWEEN STRUCTURES)
SIDE ABUTTING A STREET -- 30'
REAR -- 30' (UNLESS SHOWN OTHERWISE)
REAR ABUTTING PROJECT BOUNDARY -- 35'
6. ALL ENTRANCE FEATURES, MEDIANS AND ASSOCIATED PLANTINGS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
7. OPEN SPACE AREAS ARE ALSO PUBLIC UTILITY AND DRAINAGE EASEMENTS.
8. ALL OPEN SPACE LOTS WITHIN OMAN SUBDIVISION ARE PRIVATE AND FOR THE BENEFIT OF THE HOMEOWNERS WITHIN THE OMAN SUBDIVISION UNLESS OTHERWISE NOTED ON THIS PLAT.
9. DEVELOPMENT ON ALL LOTS WITHIN THIS SECTION SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 58-6 OF THE BRENTWOOD MUNICIPAL CODE, WHICH REQUIRES PRIOR WRITTEN APPROVAL OF CONSTRUCTION AND/OR ADDITION OF ANY OBSTRUCTION WITHIN A PLATTED PUBLIC UTILITY AND DRAINAGE EASEMENT.
10. ALL CORNER LOTS SHALL BE REQUIRED TO SUBMIT AN ACCESS PLAN TO THE PLANNING & CODES DEPARTMENT FOR REVIEW AND APPROVAL BEFORE THE ISSUANCE OF ANY PERMITS. ACCESS TO CORNER LOTS SHALL COMPLY WITH THE REQUIREMENTS SET FORTH IN ARTICLE VII, VEHICLE ACCESS CONTROL, OF THE BRENTWOOD MUNICIPAL CODE.
11. ALL STREETS WITHIN OMAN SUBDIVISION ARE PRIVATE AND ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION UNLESS SHOWN OTHERWISE.
12. THIS FINAL PLAT IS SUBJECT TO A VESTING PERIOD, DURING WHICH THE DEVELOPMENT STANDARDS IN EFFECT ON THE DATE OF APPROVAL WILL REMAIN THE STANDARDS APPLICABLE TO THIS PLAT. UPON EXPIRATION OF THE VESTING PERIOD, DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAT MAY BE SUBJECT TO STANDARDS OTHER THAN THOSE THAT WERE APPLICABLE DURING THE VESTING PERIOD. THE VESTING PERIOD FOR THIS PLAT EXPIRES ON _____, UNLESS EXTENDED BY THE CITY OF BRENTWOOD. PERSONS RELYING ON THIS PLAT AFTER SAID DATE SHOULD CONTACT THE CITY OF BRENTWOOD TO DETERMINE IF DEVELOPMENT MAY CONTINUE AS DEPICTED ON THE PLAN.
13. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION, OR DISTURBANCE OF VEGETATION WITHIN THE STREAM BUFFER AND WATERWAY NATURAL AREA, EXCEPT AS PERMITTED BY THE CITY OF BRENTWOOD.
14. THE TRANSFER OF LOTS SHALL BE SUBJECT TO THE PROVISION OF SUCH EASEMENTS WHICH SHALL PROVIDE FOR A GUARANTEED UNRESTRICTED RIGHT OF ACCESS TO ALL OTHER OWNERS PROVIDING SUCH EASEMENTS. ALL OWNERS OF LOTS SUBJECT TO SHARED ACCESS EASEMENTS SHALL BE REQUIRED TO EXECUTE AN AGREEMENT SPECIFYING RESPONSIBILITY FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF SUCH EASEMENTS IN ACCORDANCE WITH THE APPROVED ACCESS PLAN. THE AGREEMENT SHALL SPECIFY THAT THE PARTIES THERETO SHALL HOLD THE CITY HARMLESS FORM ANY AND ALL LIABILITIES RESULTING FROM UNSAFE CONDITIONS ON THE SHARED ACCESS EASEMENTS. COPIES OF SUCH AGREEMENTS FROM THE CURRENT OWNERS OF ALL LOTS THROUGH WITH SHARED ACCESS EASEMENTS ARE TO RUN SHALL BE FILED WITH THE CITY MANAGER OF HIS DESIGNEE. CONSTRUCTION ON THE SHARED ACCESS EASEMENT SHALL NOT BE COMMENCED UNTIL ALL SUCH AGREEMENTS ARE THUS FILED.
15. THE DETENTION PONDS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
16. THE CONSTRUCTION OF THE HOMES ON LOTS 20 AND 21 SHALL COMPLY WITH THE STANDARDS OF SECTION 78--486(14) OF THE ZONING ORDINANCE.
17. "L.F.E." MEANS LOWEST FLOOR ELEVATION (INCLUDING BASEMENT).
18. LOT 20 AND 21 ARE SUBJECT TO THE FOLLOWING REQUIREMENT IN SECTION 26--68 OF THE BRENTWOOD MUNICIPAL CODE: ANY NEW DWELLING CONSTRUCTED MORE THAN 500 FEET FROM A PUBLIC ROADWAY OR AUTHORIZED PRIVATE ROADWAY PROVIDING VEHICLE ACCESS TO THE DWELLING SHALL BE PROTECTED THROUGH AN AUTOMATIC RESIDENTIAL FIRE SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH NFPA STANDARDS AND REQUIREMENTS AND APPROVED BY THE FIRE CHIEF OR A DESIGNEE.
19. I HEREBY STATE THAT THIS SURVEY WAS DONE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE AND THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1 : 31,434 AS SHOWN HEREON.

BY: JOHN T. DARNALL, R.L.S. NO. 1571 DATE: JULY 19, 2019

CERTIFICATE OF OWNERSHIP & DEDICATION I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. OWNER: _____ BY: _____ TITLE: _____ DATE: _____	CERTIFICATE OF ACCURACY I HEREBY CERTIFY THAT THE PROPERTY SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT COPY TO THE ACCURACY REQUIRED BY THE SUBDIVISION MAP ACT OF THE BRENTWOOD AGRI-CULTURE COMMISSION RAGAN-SMITH-ASSOCIATES NAME: _____ BY: JOHN T. DARNALL DATE: 7/19/19	CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "OMAN SUBDIVISION" HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE REGULATIONS. SEWER SYSTEM _____ 20' _____ AUTHORIZED APPROVING AGENT (CITY OF BRENTWOOD) WATER SYSTEM _____ 20' _____ AUTHORIZED APPROVING AGENT (CITY OF BRENTWOOD)	CERTIFICATE OF APPROVAL OF STREETS I HEREBY CERTIFY THAT ALL STREETS DESIGNATED ON THE FINAL SUBDIVISION PLAT HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH CURRENT APPLICABLE REGULATIONS. DATE _____ DIRECTOR OF ENGINEERING	CERTIFICATE OF APPROVAL FOR RECORDING I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BRENTWOOD, WITH THE EXCEPTION OF SUCH VARIANCES AND/OR MODIFICATIONS, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION. DATE _____ SECRETARY, PLANNING COMMISSION OR PLANNING AND CODES DIRECTOR	FINAL SUBDIVISION PLAT CITY OF BRENTWOOD WILLIAMSON COUNTY, TENNESSEE NET AREA: <u>33.66</u> Acres± TOTAL LOTS: <u>21</u> ACRES NEW ROAD: <u>2.16±</u> CIVIL DISTRICT: <u>15th</u> MILES NEW ROAD: <u>0.30</u> CLOSURE ERROR: <u>1:31,434</u> OWNER: <u>OMAN DEVELOPMENT, LLC</u> SURVEYOR: <u>RAGAN - SMITH - ASSOCIATES, INC.</u> SCALE: 1"=200' 0 100' 200' 400'
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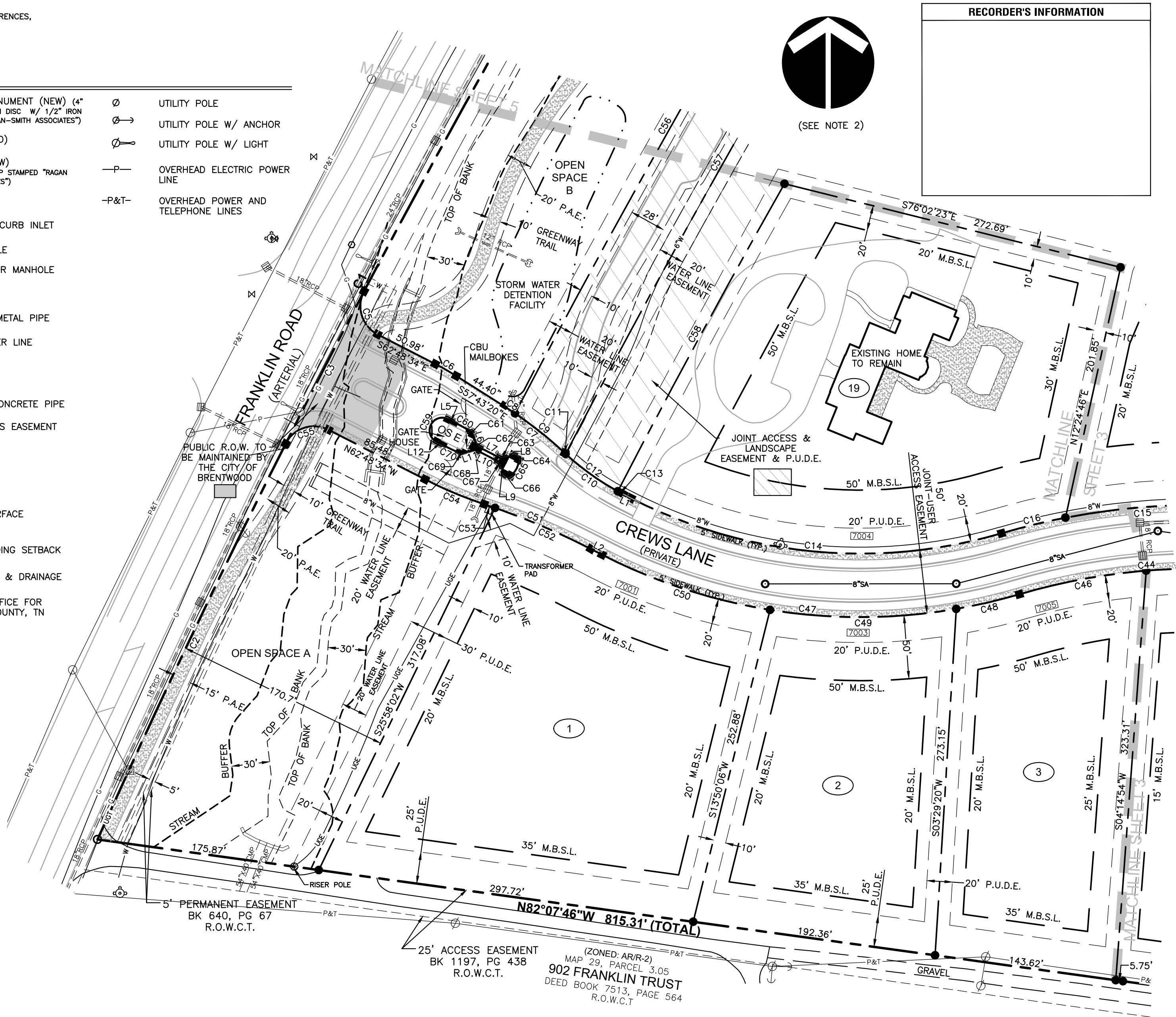
NOTE

1. SEE SHEET 1 OF 5 FOR NOTES, REFERENCES, OPEN SPACE, AND LOT AREAS.

LEGEND

■	CONCRETE MONUMENT (NEW) (4" DIAMETER ALUMINUM DISC W/ 1/2" IRON ROD MARKED "RAGAN-SMITH ASSOCIATES")	Ø	UTILITY POLE
○	IRON ROD (OLD)	Ø→	UTILITY POLE W/ ANCHOR
●	IRON ROD (NEW) (1/2" x 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")	Ø↗	UTILITY POLE W/ LIGHT
⊕	FIRE HYDRANT	—P—	OVERHEAD ELECTRIC POWER LINE
■	CATCH BASIN/CURB INLET	—P&T—	OVERHEAD POWER AND TELEPHONE LINES
⊕	STORM MANHOLE		
⊙	SANITARY SEWER MANHOLE		
①	LOT NUMBER		
—CMP—	CORRUGATED METAL PIPE		
—SA—	SANITARY SEWER LINE		
—G—	GAS LINE		
—W—	WATER LINE		
—RCP—	REINFORCED CONCRETE PIPE		
P.A.E.	PUBLIC ACCESS EASEMENT		
○	GAS VALVE		
⊕	WATER VALVE		
⌒	HEADWALL		
■	CONCRETE SURFACE		
M.B.S.L.	MINIMUM BUILDING SETBACK LINE		
P.U.D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT		
R.O.W.C.T.	REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TN		

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S62°48'34"E	6.71'
L2	N62°48'34"W	9.93'
L5	S62°48'34"E	5.50'
L6	S17°43'28"E	7.37'
L7	S62°48'34"E	17.84'
L8	N72°06'19"E	6.99'
L9	N17°43'28"W	6.99'
L10	N62°48'34"W	17.85'
L11	S72°06'19"W	7.37'
L12	N62°48'34"W	5.50'



RECORDER'S INFORMATION

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C1	7598.44'	970.06'	7°18'53"	485.69	969.40'	N27°47'23"E
C2	7598.44'	344.93'	2°36'03"	172.49	344.90'	N25°25'58"E
C3	7598.44'	134.62'	1°00'54"	67.31	134.62'	N27°14'27"E
C5	25.00'	39.50'	90°31'36"	25.23	35.52'	S17°32'46"E
C6	214.00'	19.00'	5°05'14"	9.51	18.99'	S60°15'57"E
C7	325.00'	60.63'	10°41'17"	30.40	60.54'	S52°22'42"E
C8	325.00'	10.64'	1°52'34"	5.32	10.64'	S56°47'03"E
C9	325.00'	49.98'	8°48'43"	25.04	49.94'	S51°26'25"E
C10	206.00'	56.72'	15°46'31"	28.54	56.54'	S54°55'19"E
C11	206.00'	1.03'	0°17'13"	0.52	1.03'	S47°10'40"E
C12	206.00'	50.65'	14°05'11"	25.45	50.52'	S54°21'51"E
C13	206.00'	5.04'	1°24'07"	2.52	5.04'	S62°06'31"E
C14	395.00'	300.24'	43°33'01"	157.79	293.06'	S84°35'05"E
C15	550.00'	225.58'	23°29'57"	114.40	224.00'	N85°23'23"E
C16	550.00'	51.85'	5°24'06"	25.95	51.83'	N76°20'27"E
C44	500.00'	205.07'	23°29'57"	104.00	203.64'	S85°23'23"W
C45	500.00'	103.29'	11°50'10"	51.83	103.11'	N88°46'44"W
C46	500.00'	101.78'	11°39'47"	51.07	101.60'	S79°28'18"W
C47	445.00'	338.24'	43°33'01"	177.76	330.16'	N84°35'05"W
C48	445.00'	51.05'	6°34'23"	25.55	51.02'	S76°55'36"W
C49	445.00'	147.37'	18°58'30"	74.37	146.70'	S89°42'03"W
C50	445.00'	139.82'	18°00'08"	70.49	139.24'	N71°48'39"W
C51	586.00'	91.16'	8°54'46"	45.67	91.06'	N67°15'57"W
C52	586.00'	82.12'	8°01'45"	41.13	82.05'	N66°49'27"W
C53	586.00'	9.04'	0°53'01"	4.52	9.04'	N71°16'50"W
C54	325.00'	50.56'	8°54'46"	25.33	50.51'	N67°15'57"W
C55	25.00'	39.47'	90°27'26"	25.20	35.50'	S71°57'43"W
C56	7448.44'	510.18'	3°55'28"	255.19	510.08'	N29°29'05"E
C57	7398.44'	516.59'	4°00'02"	258.40	516.49'	N29°26'48"E
C58	7205.83'	275.40'	2°11'23"	137.72	275.39'	N28°28'28"E
C59	10.00'	31.42'	180°00'00"	INFINITY	20.00'	N27°11'26"E
C60	294.50'	14.32'	2°47'11"	7.16	14.32'	S61°24'59"E
C61	4.50'	3.32'	42°17'55"	1.74	3.25'	S38°52'26"E
C62	5.50'	4.33'	45°05'06"	2.28	4.22'	S40°16'01"E
C63	5.50'	4.33'	45°05'06"	2.28	4.22'	S85°21'07"E
C64	3.50'	6.74'	110°20'18"	5.03	5.75'	S52°43'31"E
C65	16.88'	14.57'	49°26'04"	7.77	14.12'	S27°09'40"W
C66	3.50'	6.74'	110°23'50"	5.04	5.75'	N72°55'23"W
C67	5.50'	4.33'	45°05'06"	2.28	4.22'	N40°16'01"W
C68	5.50'	4.33'	45°05'06"	2.28	4.22'	N85°21'07"W
C69	4.50'	3.32'	42°17'55"	1.74	3.25'	N86°44'43"W
C70	294.50'	14.32'	2°47'11"	7.16	14.32'	N64°12'10"W

CERTIFICATE OF PROVISION OF ELECTRICAL SERVICE I HEREBY CERTIFY THAT ALL OF THE NASHVILLE ELECTRIC SERVICE REGULATIONS, CHECKLISTS AND GUIDELINES HAVE BEEN MET. ANY APPROVAL IS AT ALL TIMES CONTINGENT UPON CONTINUING COMPLIANCE WITH NASHVILLE ELECTRIC SERVICE'S REQUIREMENTS. NASHVILLE ELECTRIC SERVICE _____ DATE _____	CERTIFICATE OF APPROVAL OF STREET NAMES I HEREBY CERTIFY THAT THE WILLIAMSON COUNTY DEPARTMENT OF EMERGENCY COMMUNICATIONS HAS APPROVED THE STREET NAMES. WILLIAMSON COUNTY DEPARTMENT OF EMERGENCY COMMUNICATIONS _____ DATE _____	CERTIFICATE OF APPROVAL OF SUBDIVISION NAME I HEREBY CERTIFY THAT THE CITY OF BRENTWOOD PLANNING DEPARTMENT HAS APPROVED THE SUBDIVISION NAME. SECRETARY, PLANNING COMMISSION _____ DATE _____
CERTIFICATE OF OWNERSHIP & DEDICATION I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. OWNER: _____ BY: _____ TITLE: _____ DATE: _____	CERTIFICATE OF ACCURACY I HEREBY CERTIFY THAT THE FINAL SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE SURVEYING ACT OF THE STATE OF TENNESSEE. RAGAN-SMITH ASSOCIATES, INC. NAME: _____ BY: JOHN T. DARNALL, LICENSED SURVEYOR NO. 1571 DATE: 7/19/19	CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "OMAN SUBDIVISION" HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE REGULATIONS. SEWER SYSTEM _____ 20 _____ AUTHORIZED APPROVING AGENT (CITY OF BRENTWOOD) WATER SYSTEM _____ 20 _____ AUTHORIZED APPROVING AGENT (CITY OF BRENTWOOD)

CERTIFICATE OF APPROVAL OF STREETS I HEREBY CERTIFY THAT ALL STREETS DESIGNATED ON THE FINAL SUBDIVISION PLAT HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH CURRENT APPLICABLE REGULATIONS. DATE _____ DIRECTOR OF ENGINEERING _____	CERTIFICATE OF APPROVAL FOR RECORDING I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BRENTWOOD, WITH THE EXCEPTION OF SUCH VARIANCES AND/OR MODIFICATIONS, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION. DATE _____ SECRETARY, PLANNING COMMISSION OR PLANNING AND CODES DIRECTOR _____	FINAL SUBDIVISION PLAT CITY OF BRENTWOOD WILLIAMSON COUNTY, TENNESSEE NET AREA: 33.66 Acres± TOTAL LOTS: 21 ACRES NEW ROAD: 2.16± CIVIL DISTRICT: 15th MILES NEW ROAD: 0.30 CLOSURE ERROR: 1:31,434 OWNER: OMAN DEVELOPMENT, LLC SURVEYOR: RAGAN - SMITH - ASSOCIATES, INC. SCALE: 1"=60' 0 30' 60' 120'
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REVISED: JULY 19, 2019
REVISED: JULY 16, 2019
OMAN SUBDIVISION
LOTS 1-21 AND
OPEN SPACE A, B, C, D, AND E

DRAWN BY: C. KILGORE DATE: JUNE 3, 2019
SCALE: 1" = 60' JOB NO: 18082 W.O: 1189

NOTE

1. SEE SHEET 1 OF 5 FOR NOTES, REFERENCES, OPEN SPACE, AND LOT AREAS.

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C17	550.00'	173.72'	18°05'51"	87.59	173.00'	N88°05'26"E
C18	100.00'	145.95'	83°37'27"	89.45	133.34'	N55°19'38"E
C19	100.00'	56.13'	32°09'37"	28.83	55.40'	N81°03'33"E
C20	100.00'	89.82'	51°27'50"	48.20	86.83'	N39°14'49"E
C29	150.00'	44.29'	16°54'58"	22.31	44.13'	S21°58'23"W
C30	150.00'	20.95'	8°00'04"	10.49	20.93'	S17°30'56"W
C31	150.00'	23.34'	8°54'55"	11.69	23.32'	S25°58'25"W
C32	25.00'	32.03'	73°24'14"	18.64	29.88'	S06°16'15"E
C33	25.00'	21.03'	48°11'23"	11.18	20.41'	S67°04'03"E
C34	50.00'	241.19'	276°22'46"	44.72	66.67'	S47°01'38"W
C35	50.00'	51.72'	59°16'02"	28.44	49.45'	S61°31'44"E
C36	50.00'	70.90'	81°14'29"	42.89	65.10'	S08°43'32"W
C37	50.00'	80.83'	92°37'40"	52.35	72.31'	N84°20'23"W
C38	50.00'	37.74'	43°14'34"	19.82	36.85'	N16°24'16"W
C39	25.00'	21.03'	48°11'23"	11.18	20.41'	N18°52'40"W
C40	25.00'	32.02'	73°23'34"	18.63	29.88'	N79°40'09"W
C41	25.00'	28.42'	65°08'07"	15.97	26.91'	N75°32'25"W
C42	25.00'	3.60'	8°15'27"	1.80	3.60'	S67°45'47"W
C43	150.00'	87.72'	33°30'18"	45.15	86.47'	S80°23'13"W

LEGEND

- CONCRETE MONUMENT (NEW) (4" DIAMETER ALUMINUM DISC W/ 1/2" IRON ROD MARKED "RAGAN-SMITH ASSOCIATES")
- IRON ROD (OLD)
- IRON ROD (NEW) (1/2" X 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")
- ⊙

FIRE HYDRANT
- ▤

CATCH BASIN/CURB INLET
- ①

LOT NUMBER
- R.O.W.C.T.

REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TN

—SA—

SANITARY SEWER LINE

—W—

WATER LINE

—RCP—

REINFORCED CONCRETE PIPE

M.B.S.L.

MINIMUM BUILDING SETBACK LINE

P.U.D.E.

PUBLIC UTILITY & DRAINAGE EASEMENT

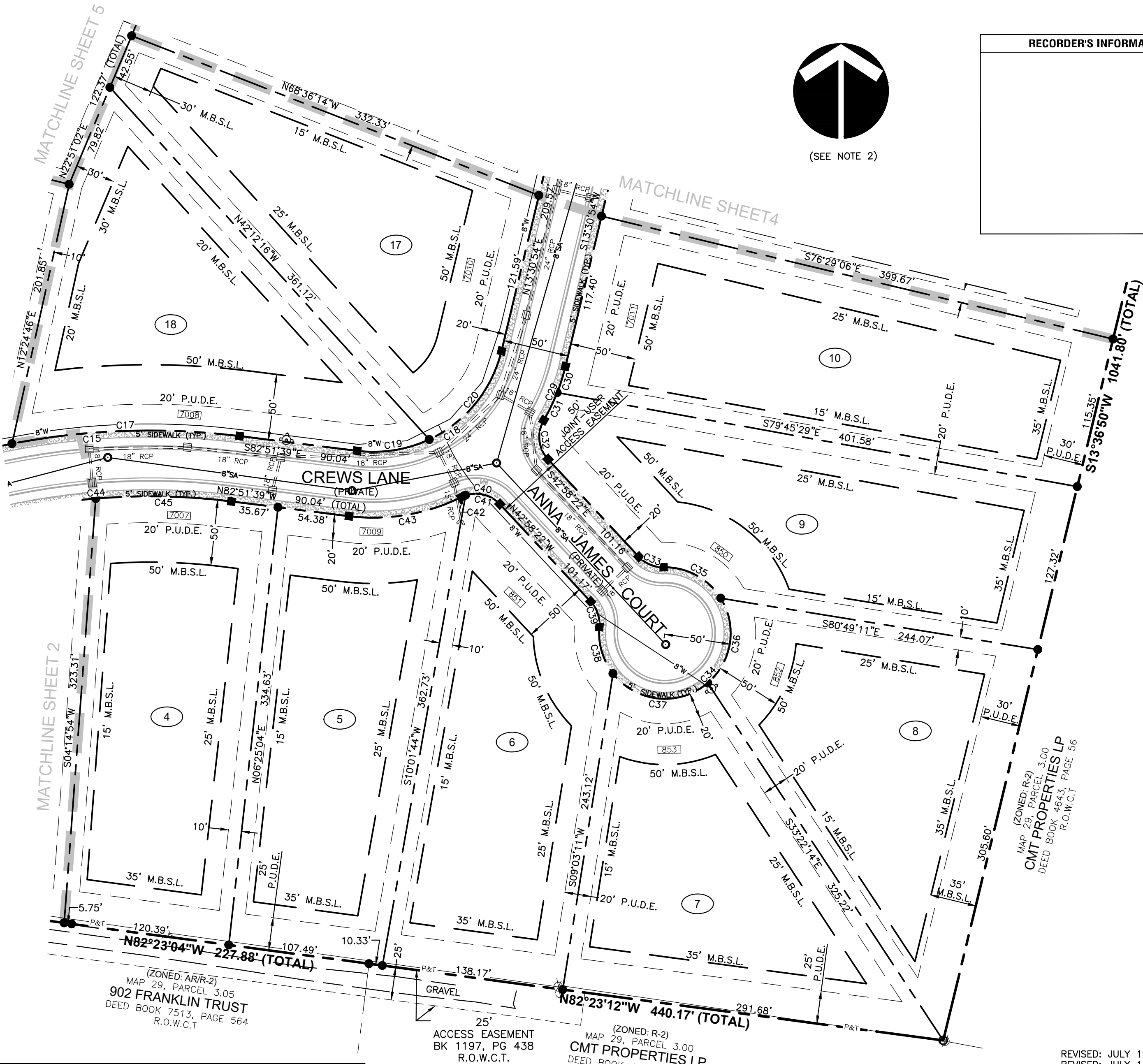
⊙

SANITARY SEWER MANHOLE

—

HEADWALL

▤

CONCRETE SURFACE

RECORDER'S INFORMATION

<p>CERTIFICATE OF PROVISION OF ELECTRICAL SERVICE</p> <p>I HEREBY CERTIFY THAT ALL OF THE NASHVILLE ELECTRIC SERVICE REGULATIONS, CHECKLISTS AND GUIDELINES HAVE BEEN MET. ANY APPROVAL IS AT ALL TIMES CONTINGENT UPON CONTINUING COMPLIANCE WITH NASHVILLE ELECTRIC SERVICE'S REQUIREMENTS.</p> <p>NASHVILLE ELECTRIC SERVICE _____ DATE _____</p>	<p>CERTIFICATE OF APPROVAL OF STREET NAMES</p> <p>I HEREBY CERTIFY THAT THE WILLIAMSON COUNTY DEPARTMENT OF EMERGENCY COMMUNICATIONS HAS APPROVED THE STREET NAMES.</p> <p>WILLIAMSON COUNTY DEPARTMENT OF EMERGENCY COMMUNICATIONS _____ DATE _____</p>	<p>CERTIFICATE OF APPROVAL OF SUBDIVISION NAME</p> <p>I HEREBY CERTIFY THAT THE CITY OF BRENTWOOD PLANNING DEPARTMENT HAS APPROVED THE SUBDIVISION NAME.</p> <p>SECRETARY, PLANNING COMMISSION _____ DATE _____</p>
<p>CERTIFICATE OF OWNERSHIP & DEDICATION</p> <p>I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.</p> <p>OWNER: _____</p> <p>BY: _____</p> <p>TITLE: _____ DATE: _____</p>	<p>CERTIFICATE OF ACCURACY</p> <p>I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE SURVEYING CODE OF THE STATE OF TENNESSEE.</p> <p>BRENTWOOD AGRICULTURE COMMISSION</p> <p>RAGAN-SMITH ASSOCIATES, INC.</p> <p>NAME: _____</p> <p>BY: JOHN T. DARNALL _____ DATE: 7/19/19</p>	<p>CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS</p> <p>I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "OMAN SUBDIVISION" HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE REGULATIONS.</p> <p>SEWER SYSTEM _____ 20 _____ AUTHORIZED APPROVING AGENT _____ (CITY OF BRENTWOOD)</p> <p>WATER SYSTEM _____ 20 _____ AUTHORIZED APPROVING AGENT _____ (CITY OF BRENTWOOD)</p>

<p>CERTIFICATE OF APPROVAL OF STREETS</p> <p>I HEREBY CERTIFY THAT ALL STREETS DESIGNATED ON THE FINAL SUBDIVISION PLAT HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH CURRENT APPLICABLE REGULATIONS.</p> <p>DATE _____</p> <p>_____ DIRECTOR OF ENGINEERING</p>	<p>CERTIFICATE OF APPROVAL FOR RECORDING</p> <p>I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BRENTWOOD, WITH THE EXCEPTION OF SUCH VARIANCES AND/OR MODIFICATIONS, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION.</p> <p>DATE _____</p> <p>_____ SECRETARY, PLANNING COMMISSION OR PLANNING AND CODES DIRECTOR</p>	<p>FINAL SUBDIVISION PLAT</p> <p>CITY OF BRENTWOOD WILLIAMSON COUNTY, TENNESSEE</p> <p>NET AREA: 33.66 Acres± TOTAL LOTS: 21</p> <p>ACRES NEW ROAD: 2.16± CIVIL DISTRICT: 15th</p> <p>MILES NEW ROAD: 0.30 CLOSURE ERROR: 1:31,434</p> <p>OWNER: OMAN DEVELOPMENT, LLC</p> <p>SURVEYOR: RAGAN - SMITH - ASSOCIATES, INC.</p> <p>SCALE: 1"=60'</p>
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NOTE

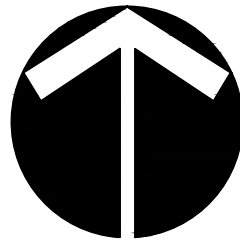
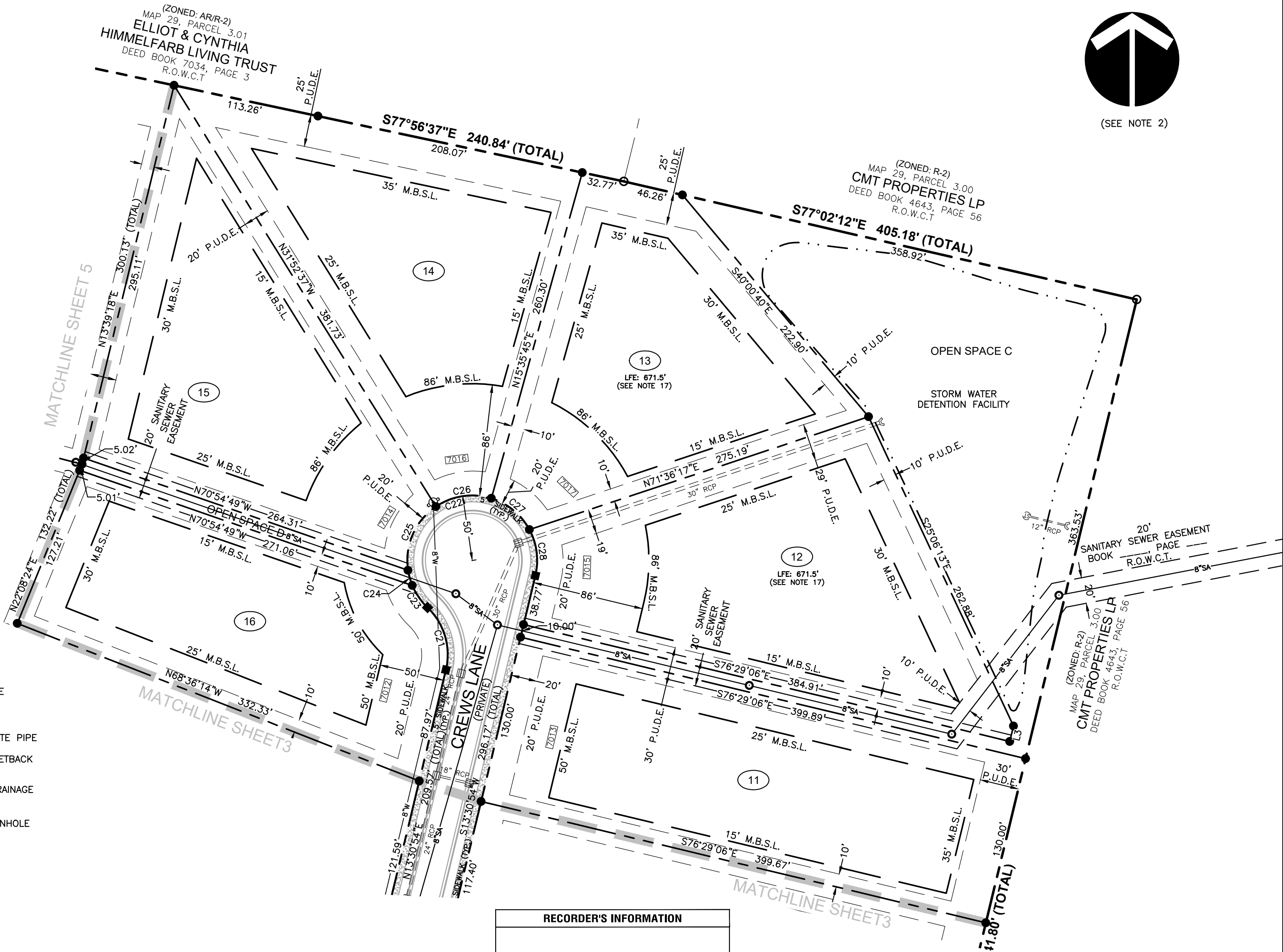
1. SEE SHEET 1 OF 5 FOR NOTES, REFERENCES, OPEN SPACE, AND LOT AREAS.

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C21	50.00'	52.36'	60°00'00"	28.87	50.00'	N16°29'06"W
C22	50.00'	209.44'	240°00'00"	86.60	86.60'	N73°30'54"E
C23	50.00'	20.75'	23°46'22"	10.52	20.60'	N34°35'55"W
C24	50.00'	12.21'	13°59'25"	6.13	12.18'	N15°43'02"W
C25	50.00'	56.50'	64°44'21"	31.69	53.54'	N23°38'51"E
C26	50.00'	44.60'	51°06'38"	23.91	43.14'	N81°34'21"E
C27	50.00'	38.88'	44°33'31"	20.49	37.91'	S50°35'35"E
C28	50.00'	36.50'	41°49'44"	19.11	35.70'	S07°23'58"E

LINE TABLE		
LINE	BEARING	DISTANCE
L3	S13°36'50"W	12.18'

LEGEND

■	CONCRETE MONUMENT (NEW) (4" DIAMETER ALUMINUM DISC W/ 1/2" IRON ROD MARKED "RAGAN-SMITH ASSOCIATES")	—SA—	SANITARY SEWER LINE
○	IRON ROD (OLD)	—W—	WATER LINE
●	IRON ROD (NEW) (1/2" X 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")	==RCP==	REINFORCED CONCRETE PIPE
⦿	FIRE HYDRANT	M.B.S.L.	MINIMUM BUILDING SETBACK LINE
⊙	STORM MANHOLE	P.U.D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
▢	CATCH BASIN/CURB INLET	⊙	SANITARY SEWER MANHOLE
①	LOT NUMBER	⌒	HEADWALL
R.O.W.C.T.	REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TN	▢	CONCRETE SURFACE



(SEE NOTE 2)

RECORDER'S INFORMATION

REVISED: JULY 19, 2019
REVISED: JULY 16, 2019
OMAN SUBDIVISION
LOTS 1-21 AND
OPEN SPACE A, B, C, D, AND E

DRAWN BY: C. KILGORE DATE: JUNE 3, 2019
SCALE: 1" = 60' JOB NO: 18082 W.O: 1189

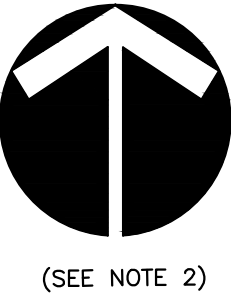
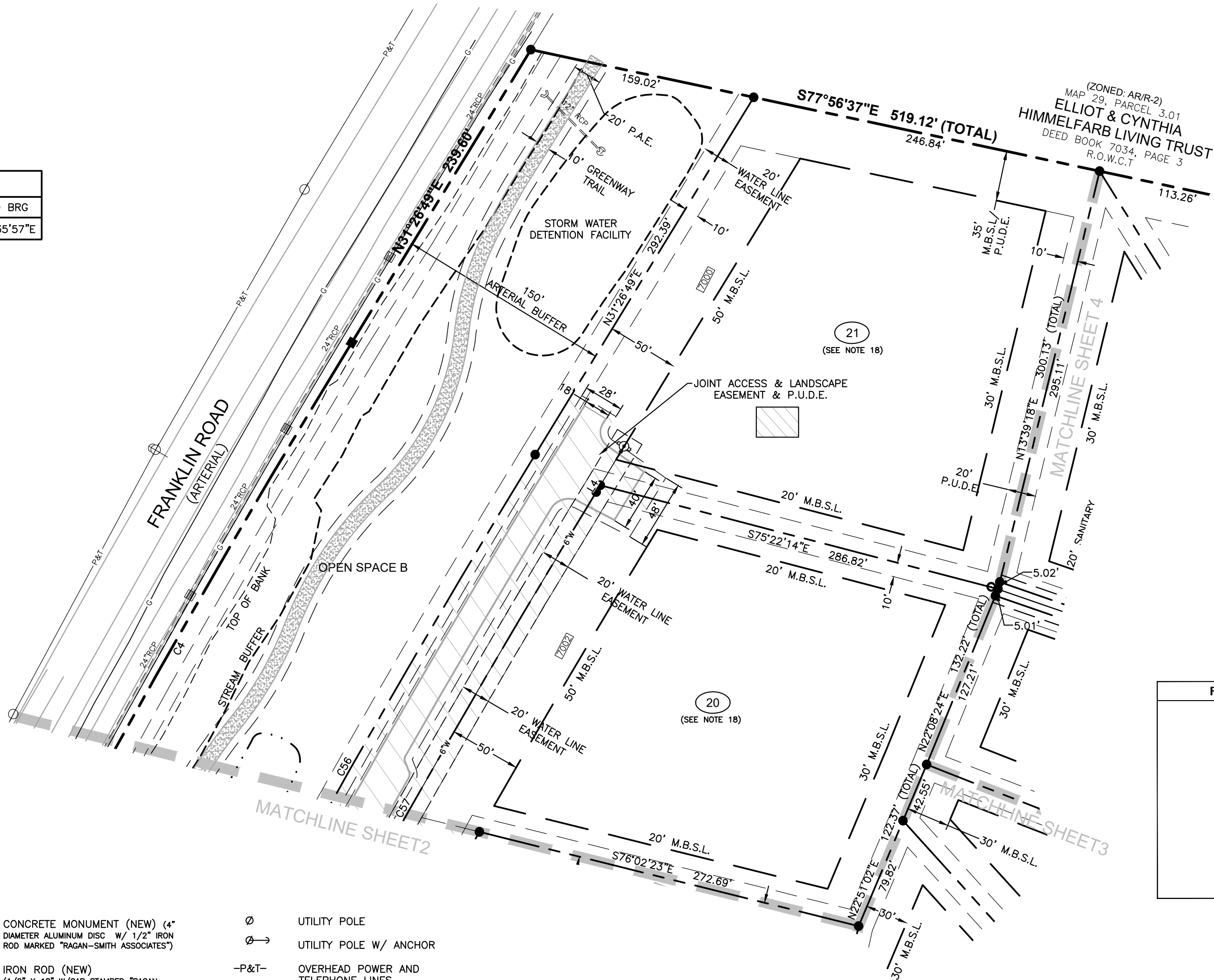
CERTIFICATE OF PROVISION OF ELECTRICAL SERVICE I HEREBY CERTIFY THAT ALL OF THE NASHVILLE ELECTRIC SERVICE REGULATIONS, CHECKLISTS AND GUIDELINES HAVE BEEN MET. ANY APPROVAL IS AT ALL TIMES CONTINGENT UPON CONTINUING COMPLIANCE WITH NASHVILLE ELECTRIC SERVICE'S REQUIREMENTS. NASHVILLE ELECTRIC SERVICE DATE	CERTIFICATE OF APPROVAL OF STREET NAMES I HEREBY CERTIFY THAT THE WILLIAMSON COUNTY DEPARTMENT OF EMERGENCY COMMUNICATIONS HAS APPROVED THE STREET NAMES. WILLIAMSON COUNTY DEPARTMENT OF EMERGENCY COMMUNICATIONS DATE	CERTIFICATE OF APPROVAL OF SUBDIVISION NAME I HEREBY CERTIFY THAT THE CITY OF BRENTWOOD PLANNING DEPARTMENT HAS APPROVED THE SUBDIVISION NAME. SECRETARY, PLANNING COMMISSION DATE
CERTIFICATE OF OWNERSHIP & DEDICATION I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. OWNER: _____ BY: _____ TITLE: _____ DATE: _____	CERTIFICATE OF ACCURACY I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT COPY TO THE ACCURACY REQUIRED BY THE SUBDIVISION ACT OF THE STATE OF TENNESSEE. BRENTWOOD PLANNING COMMISSION RAGAN-SMITH ASSOCIATES, INC. NAME: _____ BY: JOHN T. DARNALL DATE: 7/19/19	CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "OMAN SUBDIVISION", HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE REGULATIONS. SEWER SYSTEM _____ 20____ AUTHORIZED APPROVING AGENT (CITY OF BRENTWOOD) WATER SYSTEM _____ 20____ AUTHORIZED APPROVING AGENT (CITY OF BRENTWOOD)

CERTIFICATE OF APPROVAL OF STREETS I HEREBY CERTIFY THAT ALL STREETS DESIGNATED ON THE FINAL SUBDIVISION PLAT HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH CURRENT APPLICABLE REGULATIONS. DATE _____ DIRECTOR OF ENGINEERING	CERTIFICATE OF APPROVAL FOR RECORDING I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BRENTWOOD, WITH THE EXCEPTION OF SUCH VARIANCES AND/OR MODIFICATIONS, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION. DATE _____ SECRETARY, PLANNING COMMISSION OR PLANNING AND CODES DIRECTOR	FINAL SUBDIVISION PLAT CITY OF BRENTWOOD WILLIAMSON COUNTY, TENNESSEE NET AREA: 33.66 Acres± TOTAL LOTS: 21 ACRES NEW ROAD: 2.16± CIVIL DISTRICT: 15th MILES NEW ROAD: 0.30 CLOSURE ERROR: 1:31.434 OWNER: OMAN DEVELOPMENT, LLC SURVEYOR: RAGAN - SMITH - ASSOCIATES, INC. SCALE: 1"=60' 0 30' 60' 120'
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NOTE
1. SEE SHEET 1 OF 5 FOR NOTES, REFERENCES,
OPEN SPACE, AND LOT AREAS.

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C4	7600.44'	490.20'	3°41'43"	245.18	490.11'	N29°35'57"E

LINE TABLE		
LINE	BEARING	DISTANCE
L4	N31°24'12"E	5.58'



CERTIFICATE OF APPROVAL OF
SUBDIVISION NAME

I HEREBY CERTIFY THAT THE CITY OF BRENTWOOD PLANNING
DEPARTMENT HAS APPROVED THE SUBDIVISION NAME.

SECRETARY, PLANNING COMMISSIONDATE

CERTIFICATE OF APPROVAL OF STREET NAMES

I HEREBY CERTIFY THAT THE WILLIAMSON COUNTY DEPARTMENT
OF EMERGENCY COMMUNICATIONS HAS APPROVED THE STREET
NAMES.

WILLIAMSON COUNTY DEPARTMENT OF
EMERGENCY COMMUNICATIONSDATE

CERTIFICATE OF PROVISION OF
ELECTRICAL SERVICE

I HEREBY CERTIFY THAT ALL OF THE NASHVILLE ELECTRIC SERVICE REGULATIONS,
CHECKLISTS AND GUIDELINES HAVE BEEN MET. ANY APPROVAL IS AT ALL TIMES
CONTINGENT UPON CONTINUING COMPLIANCE WITH NASHVILLE ELECTRIC SERVICE'S
REQUIREMENTS.

NASHVILLE ELECTRIC SERVICEDATE

LEGEND

- CONCRETE MONUMENT (NEW) (4"
DIAMETER ALUMINUM DISC W/ 1/2" IRON
ROD MARKED "RAGAN-SMITH ASSOCIATES")
- IRON ROD (NEW)
(1/2" X 18" W/CAP STAMPED "RAGAN
SMITH & ASSOCIATES")
- ⦿

FIRE HYDRANT
- ▢

CATCH BASIN/CURB INLET
- ⊙

STORM MANHOLE
- ⊙

SANITARY SEWER MANHOLE
- ①

LOT NUMBER
- ===RCP===

REINFORCED CONCRETE PIPE
- HEADWALL
- R.O.W.C.T.

REGISTER'S OFFICE FOR
WILLIAMSON COUNTY, TN

⌀

UTILITY POLE

⌀→

UTILITY POLE W/ ANCHOR

—P&T—

OVERHEAD POWER AND
TELEPHONE LINES

—SA—

SANITARY SEWER LINE

—G—

GAS LINE

—W—

WATER LINE

P.A.E.

PUBLIC ACCESS EASEMENT

M.B.S.L.

MINIMUM BUILDING SETBACK
LINE

P.U.D.E.

PUBLIC UTILITY & DRAINAGE
EASEMENT

▢

CONCRETE SURFACE

RECORDER'S INFORMATION

REVISED: JULY 19, 2019
REVISED: JULY 16, 2019
OMAN SUBDIVISION
LOTS 1-21 AND
OPEN SPACE A, B, C, D, AND E

DRAWN BY: C. KILGOREDATE: JUNE 3, 2019
SCALE: 1" = 60'JOB NO: 18082W.O: 1189

CERTIFICATE OF OWNERSHIP & DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S)
OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND
THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION
WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM
BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS,
ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO
PUBLIC OR PRIVATE USE AS NOTED.

OWNER: _____

BY: _____

TITLE: _____DATE: _____

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLANNING AND DESCRIBED
HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY
REQUIRED BY THE SUBDIVISION REGULATIONS OF THE
CITY OF BRENTWOOD.

BRENTWOOD PLANNING COMMISSION

RAGAN-SMITH ASSOCIATES, INC.

NAME: _____

BY: JOHN T. DARNALLDATE: 7/19/19

CERTIFICATE OF APPROVAL OF
WATER AND SEWER SYSTEMS

I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED
OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED
"OMAN SUBDIVISION" HAVE BEEN INSTALLED IN ACCORDANCE
WITH CURRENT APPLICABLE REGULATIONS.

SEWER SYSTEM _____ 20____
(CITY OF BRENTWOOD) AUTHORIZED APPROVING AGENT

WATER SYSTEM _____ 20____
(CITY OF BRENTWOOD) AUTHORIZED APPROVING AGENT

CERTIFICATE OF APPROVAL OF STREETS

I HEREBY CERTIFY THAT ALL STREETS DESIGNATED ON THE FINAL
SUBDIVISION PLAT HAVE BEEN CONSTRUCTED IN ACCORDANCE
WITH CURRENT APPLICABLE REGULATIONS.

DATE _____

DIRECTOR OF ENGINEERING

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON
HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS
OF THE CITY OF BRENTWOOD, WITH THE EXCEPTION OF SUCH
VARIANCES AND/OR MODIFICATIONS, IF ANY, AS ARE NOTED IN THE
MINUTES OF THE PLANNING COMMISSION.

DATE _____

SECRETARY, PLANNING COMMISSION OR
PLANNING AND CODES DIRECTOR

FINAL SUBDIVISION PLAT	
CITY OF BRENTWOOD WILLIAMSON COUNTY, TENNESSEE	
NET AREA: 33.66 Acres±	TOTAL LOTS: 21
ACRES NEW ROAD: 2.16±	CIVIL DISTRICT: 15th
MILES NEW ROAD: 0.30	CLOSURE ERROR: 1:31,434
OWNER: OMAN DEVELOPMENT, LLC	
SURVEYOR: RAGAN - SMITH - ASSOCIATES, INC.	
SCALE: 1"=60'	

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Resolution 2019-78 - A Resolution Authorizing a One-Year Extension of the Banking Services Agreement with First Tennessee Bank.

Submitted by: Richard Parker, Finance

Department: Finance

Information

Subject

Resolution 2019-78 - A Resolution Authorizing a One-Year Extension of the Banking Services Agreement with First Tennessee Bank.

Background

The City of Brentwood initiated its initial three-year depository and banking services relationship with Capital Bank in October 2015. The initial term of the service agreement was for three years ending in October 2018, with the option, subject to mutual agreement, to renew the contract for two additional terms of one year each. The first of the two extensions was approved and entered into last year.

Last year's extension proposal from First Tennessee (having purchased Capital Bank in May 2018) included continuation of the "no fee" banking arrangement and interest rate terms to pay Fed Funds minus 25 bps on deposits. The proposal put forth for this final one-year extension continues the "no fee" arrangement, however, citing changing market and interest rate environments, First Tennessee is proposing an extension with a reduction of 25 bps in the rate paid on deposits to Fed Funds minus 50 bps. With the recent Federal Reserve action to lower its benchmark interest rate, the current interest rate paid on City funds under this proposal would be 1.75%. This rate will fluctuate depending on future adjustments by the Federal Reserve.

Notwithstanding this reduction, First Tennessee is offering the opportunity to enhance interest income via the Certificate of Deposit Accounts Registry Service (CDARS) that places fixed amounts into federally insured (FDIC) accounts. This program was available last year but was not utilized since it was deemed unnecessary in the rising interest rate environment. This year, with the changed interest rate environment, this program in addition to others such as the LGIP (Local Government Investment Pool) will be given serious consideration to maximize the earnings on the City's idle funds.

Staff researched other recent city banking agreements and believes the offer is competitive in today's market for a no fee services arrangement. The other option for the City is to seek new competitive proposals from other interested banks. Based on the market

research conducted, staff has no reason to believe a more competitive interest rate would be certain at this time, and since this represents the final year of the banking services contract a solicitation for bids will be required next year. The Finance Department has been pleased with the service and benefits provided by First Tennessee since the conversion.

Please note that First Tennessee Bank is a member of the State of Tennessee's collateral pool. Accordingly, all of the City funds are classified as "Public Funds" and are at least 100% secured as required under state law.

Staff is recommending the City exercise the extension option in the agreement for one additional year through October 2020.

Please call Finance Director Richard Parker to discuss if you have any questions.

Staff Recommendation

Staff recommends approval of the accompanying resolution.

Previous Commission Action

Resolution 2018-73 - adopted by the Board of Commissioners on 09/27/2018 Authorizing a One Year Extension of the Banking Services Agreement with First Tennessee Bank.

Resolution 2015-67 – adopted by the Board of Commissioners on 10/12/2015 designating Capital Bank as the Official Depository for the City of Brentwood.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

It is impossible to determine the overall financial impact to the City of the reduced interest rate earning resulting from this extension because of varying factors, including the City's ability to offset the reduced interest rate earnings through the CDARS or LGIP programs. Note that the FY 2020 budget already anticipated reduced interest earnings compared to FY 2019 actuals. Therefore, absent any radical downward market adjustments to interest rates during FY 2020, staff would expect interest earnings would still meet the projected budget levels.

Attachments

Resolution 2019-78

Proposal

RESOLUTION 2019-78

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE EXTENDING THE
DESIGNATION OF FIRST TENNESSEE BANK, FORMERLY CAPITAL BANK, AS
THE OFFICIAL DEPOSITORY FOR THE CITY OF BRENTWOOD FOR ONE
ADDITIONAL YEAR**

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

SECTION 1. That the designation of First Tennessee Bank, formerly Capital Bank, as the depository for the City of Brentwood, as authorized pursuant to Resolution 2015-67, and based on the proposal for banking services submitted by said bank dated September 2, 2015 is hereby extended for one additional year.

SECTION 2. That the Mayor is hereby authorized to execute any and all documentation necessary to the continuation of services from First Tennessee Bank as authorized herein.

SECTION 3 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



July 24, 2019

Mr. Richard Parker
Director of Finance
City of Brentwood
5211 Maryland Way
PO Box 788
Brentwood TN 37024 - 0788

Re: Contract Extension for Banking Services

Dear Richard,

First Tennessee Bank would like for the City of Brentwood to extend its banking services contract for an additional year – November 1, 2019 to October 31, 2020. For this one year period, First Tennessee Bank offers pricing on all balances maintained by the City during this one year extension at Fed Funds Target (upper) minus 50 basis points. Additionally, First Tennessee Bank offers to improve the yield on up to \$30 million of existing balances through CDARS with pricing of US Treasury Yield minus 15 basis points. All other terms of the original contract remain in place.

The First Tennessee Bank team looks forward to providing you and your colleagues with exceptional customer service and superior treasury management products. We appreciate the confidence you have shown in First Tennessee Bank by previously extending the contract through October 31, 2019.

Sincerely,

A handwritten signature in blue ink that reads "Pete Stringer".

W. A. (Pete) Stringer
Senior Vice President

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Resolution 2019-81 - Agreement with Terracon Consultants, Inc. for Materials Testing and Inspection Services for Police Headquarters Facility

Submitted by: Kirk Bednar, Administration

Department: Administration

Information

Subject

Resolution 2019-81 - Agreement with Terracon Consultants, Inc. for Materials Testing and Inspection Services for Police Headquarters Facility

Background

As part of the construction process for the new Police Headquarters project, the City needs to procure the services of a qualified geotechnical and materials testing firm to be its representative onsite during certain phases of construction. The services to be provided under this agreement include:

1. soils testing during the grading and foundation installation process;
2. materials testing for the foundation, walls, and pavement;
3. structural steel and masonry testing;
4. fireproofing testing; and
5. general project management activities.

These services are traditionally procured directly by the owner so the engineers are independent of the construction manager and subcontractors to best represent the owner's interests.

Since this is considered a professional services agreement, the services are not procured via competitive bidding. Instead, a qualifications based process is utilized. The City issued a Request for Qualifications, and seven firms submitted statements of qualification. The firms were:

1. ECS Southeast, LLP
2. Goodwyn, Mills and Cawood
3. K.S. Ware and Associates LLC
4. Professional Service Industries, Inc.
5. S&ME, Inc.
6. Terracon Consultants
7. TTL

After review by City staff and consultation with the project design and construction team,

staff is recommending an agreement with Terracon Consultants for these services. Terracon is a national firm with a full service Nashville office. The staff at Terracon's Nashville office has provided similar services on other projects involving our project architect and construction manager, and both have indicated a positive, professional working relationship with Terracon staff. Also, Terracon has existing knowledge of the project having provided initial exploratory geotechnical services earlier in the design phase.

Pricing for these services is based on a time and materials/test basis. The attached proposed project budget of \$86,078 is based on an estimated number of hours, site visits, and testing costs. These estimates are based on the scope of construction and estimated schedule of construction, which could change based on various factors. Therefore, the final fees will be based on actual hours utilized and the hourly fee schedule included, plus testing costs. To provide a maximum fee for budgeting purposes, the contract includes a not to exceed fee of \$107,600.

Attached for your review is the Terracon statement of qualifications and the proposed project budget.

Please contact the City Manager if any questions.

Staff Recommendation

Staff recommends approval of Resolution 2019-81.

Fiscal Impact

Amount : \$107,600 Max.

Source of Funds: Capital Projects Fund

Account Number: 311-45200-5028

Fiscal Impact:

The fees for these services will be based upon actual hours utilized, the hourly rate schedule, and testing fees. The initial budget estimate is \$86,076 based on certain assumptions related to construction schedule and sequence. The maximum not to exceed contract amount is \$107,600.

Sufficient funds are available in the FY 2020 Capital Projects Fund budget for these services.

Attachments

Resolution 2019-81

Contract No. 2019-087

Proposed Budget Estimate

Terracon Statement of Qualifications

RESOLUTION 2019-81

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND TERRACON CONSULTANTS, INC. FOR MATERIALS TESTING AND INSPECTION SERVICES FOR THE POLICE DEPARTMENT HEADQUARTERS FACILITY, 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 Terracon Consultants, Inc. for materials testing and inspection services for the Police Department Headquarters Facility, 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

PROFESSIONAL SERVICES AGREEMENT

COB Contract No. 2019-087

THIS PROFESSIONAL SERVICES AGREEMENT is hereby entered into this _____ day of _____, 2019, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and TERRACON CONSULTANTS, INC., hereinafter called "Consultant".

DECLARATIONS. City desires to retain Consultant to provide professional services in connection with Special Inspection/Construction Materials Testing Services for the future Police Headquarters site, hereinafter referenced as "Project." The Project is described as follows:

1. **SCOPE OF SERVICES.** Consultant shall provide professional services for the Project in accordance with the Scope of Services for **SPECIAL INSPECTION/CONSTRUCTION MATERIALS TESTING SERVICES**. The Scope of Services as found in **Attachment A** shall be considered as an integral part hereof.
2. Consultant shall be paid monthly based on work completed within the invoice dates per approved Task and Labor Category and corresponding Billing Rate used to accomplish completed work (see Scope of Services). The not-to-exceed upper limit for this Agreement is **One Hundred Seven Thousand Six Hundred Dollars and No/100 (\$107,600.00)**.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.

- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.
- 3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, SCOPE OF SERVICES; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, SCOPE OF SERVICES.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially

completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such

termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, SCOPE OF SERVICES.

- 5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.
- 5.2 ENVIRONMENTAL RESPONSIBILITY.
Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 TIME OF THE ESSENCE. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
- 6.2 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.3 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any

other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.

- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City-authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.
- 9.3 TRAVEL; EXPENSES
- The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope Of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the

event of termination, and may also have such other remedies as it may be entitled to in law or in equity.


ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

The parties signify their agreement by signing below:

TERRACON CONSULTANTS, INC.

CITY OF BRENTWOOD, TENNESSEE

BY: 
Consultant's Signature
TITLE: Regional Mgr
Date: 7-25-19

BY: _____
Rhea E. Little, III
Mayor
Date: _____

PROJECT INFORMATION

Project information was provided via a public request for qualifications (RFQ) from the City of Brentwood. Included RFQ was the following project information:

- A request for a Statement of Qualifications dated June 18, 2019.
- Appendix A of the RFQ including the project General Notes, Quality Assurance Plan including (Statement of Special Inspections), and Preliminary Planning Schedule prepared by the Parent Company dated 5/9/2019.
- Appendix B of the RFQ including a Sample Professional Services Agreement prepared by the City of Brentwood.

Additionally, Terracon is familiar with the site. Terracon performed the geotechnical exploration of the site and provided the design team and Report of Geotechnical Exploration dated October 17, 2018. Project plans, specifications, or additional information has not been provided. Many of our project assumptions discussed below have been derived from information gathered during the Geotechnical Exploration phase.

The project is located at 910 Heritage Way in Brentwood, Tennessee. Based on information gathered during the geotechnical exploration, we understand the proposed construction includes a two-story building with a footprint of about 28,000 square feet with a full daylight basement. The building walks out from the lower level to the west and from the upper level to the east. An annex building will be constructed east of the proposed rear parking lot.

We anticipate the structure will primarily be structural steel framing with elevated lightweight concrete slabs on metal deck, and concrete masonry unit (CMU) walls. Based on the recommendations in the Geotechnical Report, we anticipate the structure will be supported by shallow foundations bearing on natural soils or newly placed structural fills. However, based on the information provided in the General Notes and Preliminary Planning Schedule in Appendix A of the RFQ, micropiles and/or shallow rock bearing foundations may be an option. We anticipate about 10 feet of cut and less than 5 feet of fill will be required to reach planned grades in the building areas. We understand retaining walls as tall as about 13½ feet are proposed along the north and south sides of the proposed east parking lot to support cut and fill and to achieve final grades. We understand approximately 60,000 square feet of new asphaltic pavements are planned for the site.

ANTICIPATED SCOPE OF SERVICES

Based on our experience with similar work and our review of the provided documents, we anticipate the following scope of services will be needed:

Special Inspections – Mr. O'Leary will act as the special inspector of record. Terracon's credentialed technicians will perform field activities associated with the Special Inspections required by the Statement of Special Inspections based on the 2012 IBC. This typically does not require additional visits to the site but an additional level of inspection that would be accomplished along with other activities listed below.

Foundations – Foundation allowable bearing will be evaluated using means and methods appropriate for either soil bearing or rock bearing; either dynamic cone penetrometer and probing for soil bearing or scratch for shallow rock test holes. Reinforcing steel, dowel size, spacing, and projected lap splice length will be performed under this contract. See below for concrete reinforcement inspection and testing scope of services.

Micropiles (if required) – Terracon credentialed will observe the drilling process to verify the specified competency and minimum bond zone length in the bedrock has been achieved. Reinforcement installation and grouting operations will be monitored for proper techniques and compressive strength specimens of grout will be cast at the required frequency.

Cast-in-Place Concrete Reinforcement and Formwork – Terracon credentialed technicians will observe the formwork and reinforcing for compliance with project plans and specifications. This typically includes formwork dimensions and cleanliness. This does not include formwork shoring. Reinforcement will be observed for size, count, spacing, clearance, cleanliness, orientation (bent bars), support for prevention of displacement during pours and splice length. Reinforcement mill certificates and pre-installation submittals can be reviewed by Terracon prior to installation.

Cast-in-Place Concrete – Terracon credentialed technicians will observe the fresh concrete delivered to the project for compliance with the approved mix designs. This concrete will also be sampled for testing and casting of 4 inches by 8-inch cylinders at a frequency designated in the project specifications. Subsequent laboratory curing and compressive strength testing will be completed in our accredited laboratory at our Nashville office. Consideration for hot and cold weather concrete will be factored into site curing efforts. Additionally, Terracon can provide a cursory review of the mix designs for workability, strength and pumpability based on our experience with similar construction and local mixes.

Structural Steel, Decking and Shear Studs – Terracon's AWS credentialed staff or credentialed subcontractor will visually or ultrasonically inspect welded connections, anchor bolts (size, configuration, embedment and projection lengths), and deck placement for compliance with the project documents and *AISC Code of Standard Practice*. Welder's certifications and welding procedures will be checked against AWS standards. Moment (CJP) welds will be observed for fit-up prior to welding and ultrasonic testing as needed.

Fabrication Shop Submittal – We anticipate the Statement of Special Inspections will require a fabrication shop visit (if not credentialed) or review of the fabrication shop submittals (if credentialed). Terracon's AWS credentialed staff or credentialed subcontractor will review fabrication shop submittals for conformance with project plans. Fabrication shop on site observations are excluded at this time as we anticipate the EOR will review and accept the shop's industry certification;

Masonry – Terracon's credentialed technicians will sample the CMU block for absorption and compressive strength testing. Terracon's credentialed technicians will observe the placement of block placement, mortar placement, vertical and horizontal reinforcement and mortar on a part time basis for conformance with project documents. Further, grout placement events will be observed on a continuous basis for conformance with project documents.

Fireproofing – Terracon's credentialed staff will observe the sub straight prior to placement of SFRM, application methods of SFRM, density, thickness and cohesion/adhesion testing after placement.

Reporting – In the field, our staff will provide field notes regarding tests and inspections results prior to leaving the jobsite including notes, name and signature of who informed and name of Terracon representative. Field reports will be electronically delivered using Terracon's CMELMS system. Deviations and their resolution will be tracked using the CMELMS system as well.



5217 Linbar Drive, St 309
Nashville, TN 37211

Proposed Budget Estimate
City of Brentwood Public Safety Building
910 Heritage Way
Brentwood, Tennessee

Terracon Proposal No. P18191104

Service	Days	Hours/Day	Total	Units	Rate	Extension
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NOTES:

1. This budget estimate is based upon the below-listed hours, trips, and quantities. The budget estimate does not include contingencies for retests or contractor delays. See below for recommended not to exceed budget.
2. This budget estimate is based on the preliminary schedule by the Parten Company dated 5/9/19, our review of the project civil drawings dated 6/7/19, the not for construction structural drawings dated 6/7/19, geotechnical report and our experience with similar work.
3. Except for as stated assumptions for mass grading and micro-pile installation, we have assumed most other Special Inspections and testing work will be performed during normal business hours, weekdays.
4. See attached Schedule of Fees for fee and overtime details.
5. The assumptions below assist in defining our expected budget estimate. Please review carefully the assumptions. If any of the assumptions are found to be incorrect, we request the opportunity to revise our budget estimate and assumptions.

ASSUMPTIONS:

Assume about a 8 weeks for mass grading with full time Senior Technician, average 50 hrs. a week
Assume about 8 days for micro-piles installation monitoring, average 10 hrs. a day, 6 days a week
Assume 1 micro-pile load test performed by the contractor and monitored by a Terracon project manager or PE.
Assume Micro-pile installation is separate from mass grading.
Assume Foundations and Concrete work will overlap with the site grading work by about 2 weeks. During that time the technician on the site for mass grading work can also observe concrete and reinforcement for foundations.
Assume 12 weeks of foundations/concrete work. Except for the 2 week overlap, we assume a senior technician for about 25 hours per week for 10 weeks for foundation evaluation, reinforcement observation, concrete testing and cylinder pickup. We have assumed masonry, civil/sitework, structural steel and SFRM are separate.
Assume 11 Concrete Wall Placements for retaining walls and fire range walls, 2 slab pours per level plus prepour inspections and 5 level 2 slab pours plus prepour inspections.
Assume exterior improvements such as pavements will be completed after the structure is complete.
Assume about 8 6-hour CWI visits for structural steel inspections
Assume 20 visits for masonry construction for main building plus additional 6 for Annex
Assume SFRM visits will also be after completion of the structural steel roof. Assume about 6 visits for SFRM testing/observation.
Assume 20 site visits (after mass grading) for proof roll observation, dense graded aggregate testing, asphalt testing and concrete pavement testing.
Assume exterior masonry screen wall and cast-in-place dumpster concrete wall are constructed at the same time as the building.

Initial Project Meeting/Site Meetings:

Senior Project Manager - Initial Site Visit	1	4	4	hours	\$	170.00	\$	680.00
Trip Charge (In lieu of Mileage Only)			1	trips	\$	24.00	\$	24.00
						Subtotal	\$	704.00

Soil Testing (Mass Grading/Micropiles)

Senior Engineer/PM - Est. 1 visit to kick-off micropiles	1	4	4	hours	\$	170.00	\$	680.00
Senior Engineering Technician - 8 weeks for mass grading - regular time			320	hours	\$	54.00	\$	17,280.00
Senior Engineering Technician - 8 weeks for grading - overtime			80	hours	\$	81.00	\$	6,480.00
Senior Engineering Technician - 8 days for micropile installation observation - regular time			56	hours	\$	54.00	\$	3,024.00
Senior Engineering Technician - 8 days for micropile installation observation - overtime			24	hours	\$	54.00	\$	1,296.00
Terracon Professional to observe micro-pile load test	1	6	6	hours	\$	170.00	\$	1,020.00
Micropile Grout Samples - Estimate 6 sets of 6 cubes			36	cubes	\$	20.00	\$	720.00
Trip Charge (In lieu of Mileage Only)			50	trips	\$	24.00	\$	1,200.00
						Subtotal	\$	31,700.00



5217 Linbar Drive, St 309
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Proposed Budget Estimate
City of Brentwood Public Safety Building
910 Heritage Way
Brentwood, Tennessee

Terracon Proposal No. P18191104

Service	Days	Hours/Day	Total	Units	Rate	Extension
<u>Foundations/Slabs/Walls</u>						
Senior Engineering Technician - Estimate 2 week overlap with Mass Grading. Estimate 20 hrs. per week for about 10 weeks for foundations, reinforcement observations, concrete testing, and cylinder pickup.			200	hours	\$ 54.00	\$ 10,800.00
Foundations and Bellow Grade Walls Concrete Cylinders - Estimate 25 sets of 6 cylinders			150	cylinders	\$ 17.00	\$ 2,550.00
Slabs and Above Grade Walls Concrete Cylinders - Estimate 24 sets of 6 cylinders			144	cylinders	\$ 17.00	\$ 2,448.00
Trip Charge (In lieu of Mileage Only)			50	trips	\$ 24.00	\$ 1,200.00
				Subtotal	\$	16,998.00
<u>Structural Steel: Fillet, Moment Weld and Bolt Inspection plus light gage metal inspections</u>						
CWI Visits	8	6	48	hours	\$ 85.00	\$ 4,080.00
Trip Charge (In lieu of Mileage Only)			8	trips	\$ 24.00	\$ 192.00
				Subtotal	\$	4,272.00
<u>Structural Masonry:</u>						
Senior Engineering Technician	26	6	156	hours	\$ 54.00	\$ 8,424.00
Grout Samples - Estimate 4 sets of 4 prisms			32	prisms	\$ 20.00	\$ 640.00
Mortar Samples - Estimate 4 sets of 6 cubes			48	cubes	\$ 20.00	\$ 960.00
Absorption and Compressive Strength of CMU Blocks (Est. 2 set of 6)			12	blocks	\$ 50.00	\$ 600.00
Trip Charge (In lieu of Mileage Only)			26	trips	\$ 24.00	\$ 624.00
				Subtotal	\$	11,248.00
<u>Fireproofing (SFRM or Intumescent) Testing</u>						
Senior Engineering Technician	6	6	36	hours	\$ 54.00	\$ 1,944.00
Density of SFRM - Est. 4 tests			4	tests	\$ 65.00	\$ 260.00
Cohesion/Adhesion Test - Est. 4 tests			4	tests	\$ 10.00	\$ 40.00
Trip Charge (In lieu of Mileage Only)			6	trips	\$ 24.00	\$ 144.00
				Subtotal	\$	2,388.00
<u>Site/Civil Work:</u>						
Senior Field Technician	20	6	120	hours	\$ 54.00	\$ 6,480.00
Compressive Strength Specimens (Estimate 1 sets of 6)			6	cylinders	\$ 18.00	\$ 108.00
Dense Graded Aggregate standard Proctor			1	each	\$ 200.00	\$ 200.00
Nuclear Moisture Density Gauge Usage - Est. 13 days			13	day	\$ 50.00	\$ 650.00
Concrete Pavements and Patio Areas Concrete Cylinders - Estimate 5 sets of 6 cylinders			30	cylinders	\$ 17.00	\$ 510.00
Trip Charge (In lieu of Mileage Only)			20	trips	\$ 24.00	\$ 480.00
				Subtotal	\$	8,428.00



5217 Linbar Drive, St 309
Nashville, TN 37211

Proposed Budget Estimate
City of Brentwood Public Safety Building
910 Heritage Way
Brentwood, Tennessee

Terracon Proposal No. P18191104

Service	Days	Hours/Day	Total	Units	Rate	Extension
Project Management, Clerical & Engineer Review						
Clerical			40	hours	\$ 60.00	\$ 2,400.00
Senior Project Manager			40	hours	\$ 170.00	\$ 6,800.00
Principal Engineer Review			6	hours	\$ 190.00	\$ 1,140.00
					Subtotal	\$ 10,340.00

Estimated Total \$ 86,078.00

The estimated total above is based on our assumptions for the number of visits to complete the anticipated Special Inspections and testing work. The estimated total above does not take into account changes in schedule from the preliminary schedule, contractor delays, retests, weather delays or similar. If a not to exceed value for budgeting purposes is desired, we recommend an additional contingency of about 25% be established for such items listed above. Terracon would be happy to discuss further our assumptions and a not-to-exceed value at any time.

EXCLUSIONS

While not an exhaustive list, the following are not expected to be tested and therefore excluded from the budget estimate. Terracon can perform these tests if requested but currently not a part of the budget estimate:

Fabrication Shop Inspections
Water barrier or waterproofing observations or testing.
Powered initial curing of laboratory concrete specimens
Shoring Consultation or Design
Concrete Testing for Sidewalks or Curbs
Design Changes by the Special Inspector

City of Brentwood
Public Safety Building

Terracon Proposal No.: P18195110

UNIT RATE FEE SCHEDULE

Construction Materials Testing Services

Terracon

Personnel

Principal Engineer	\$190 / hour
Sr. Project Engineer / Sr. Project Manager	\$170 / hour
Project Engineer / Project Manager	\$140 / hour
Assistant Project Manager	\$120 / hour
Field Engineer / Staff Engineer / Staff Professional	\$120 / hour
Clerical	\$60 / hour
*Certified Welding Technician (CWI)	\$85 / hour
*Senior Engineering Technician	\$54 / hour
*Engineering Technician	\$50 / hour

**Increase hourly rate by 1.50 times for Saturdays/Sundays and time exceeding 8 hours per day Monday through Friday. Field services provided after 6:00 PM and prior to 7:00 AM are subject to overtime rates. Increase hourly rate by 2.0 times for Holidays. Except for cylinder pickup visits, 4 hour minimum visit charge.*

Transportation

Vehicle Fee	\$24 / trip
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NOTE: Vehicle Fee charge includes mileage only. Personnel time will be charged portal to portal at hourly rates listed above.

Report Generation

Report review, clerical, scheduling invoicing costs, engineering and other staff professional consultation will be charged at the rates listed above. Reports will be sent electronically only, unless requested otherwise.

Equipment / Material

Nuclear Density and Moisture Measuring Equipment	\$50 / day
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Soils / Aggregate Laboratory

Atterberg Limits Determination (includes natural moisture content)	\$85 / test
Moisture Content Determination	\$15 / test
Standard Proctor (ASTM D 698)	\$150 / test
Standard Proctor (ASTM D 698) with Rock Correction	\$250 / test
DGA Standard Proctor (ASTM D698)	\$200 / test
DGA Standard Proctor (ASTM D 698) with Rock Correction	\$275 / test

Concrete / Masonry Laboratory

Compressive Strength (includes specimens; striped and cured, but not tested)	
4" x 8" Cylinder	\$17 / each
Grout Cube/Mortar Cube/Grout Prism	\$20 / each
Absorption or Compressive Strength Test of CMU Block	\$50 / each

Fireproofing (SFRM or Intumescent)

Density of SFRM	\$65 / each
Cohesion/Adhesion Test	\$10 / each
Intumescent Gage	\$50 / day



Terracon Consultants, Inc. 5217 Linbar Drive, Suite 309 Nashville, Tennessee 37211
P (615) 333 6444 F (615) 333 6443 terracon.com

Environmenta

Facilities

Geotechnica

Materials

PROJECT INFORMATION

Project information was provided via a public request for qualifications (RFQ) from the City of Brentwood. Included RFQ was the following project information:

- A request for a Statement of Qualifications dated June 18, 2019.
- Appendix A of the RFQ including the project General Notes, Quality Assurance Plan including (Statement of Special Inspections), and Preliminary Planning Schedule prepared by the Parent Company dated 5/9/2019.
- Appendix B of the RFQ including a Sample Professional Services Agreement prepared by the City of Brentwood.

Additionally, Terracon is familiar with the site. Terracon performed the geotechnical exploration of the site and provided the design team and Report of Geotechnical Exploration dated October 17, 2018. Project plans, specifications, or additional information has not been provided. Many of our project assumptions discussed below have been derived from information gathered during the Geotechnical Exploration phase.

The project is located at 910 Heritage Way in Brentwood, Tennessee. Based on information gathered during the geotechnical exploration, we understand the proposed construction includes a two-story building with a footprint of about 28,000 square feet with a full daylight basement. The building walks out from the lower level to the west and from the upper level to the east. An annex building will be constructed east of the proposed rear parking lot.

We anticipate the structure will primarily be structural steel framing with elevated lightweight concrete slabs on metal deck, and concrete masonry unit (CMU) walls. Based on the recommendations in the Geotechnical Report, we anticipate the structure will be supported by shallow foundations bearing on natural soils or newly placed structural fills. However, based on the information provided in the General Notes and Preliminary Planning Schedule in Appendix A of the RFQ, micropiles and/or shallow rock bearing foundations may be an option. We anticipate about 10 feet of cut and less than 5 feet of fill will be required to reach planned grades in the building areas. We understand retaining walls as tall as about 13½ feet are proposed along the north and south sides of the proposed east parking lot to support cut and fill and to achieve final grades. We understand approximately 60,000 square feet of new asphaltic pavements are planned for the site.

ANTICIPATED SCOPE OF SERVICES

Based on our experience with similar work and our review of the provided documents, we anticipate the following scope of services will be needed:

Special Inspections – Mr. O’Leary will act as the special inspector of record. Terracon’s credentialed technicians will perform field activities associated with the Special Inspections required by the Statement of Special Inspections based on the 2012 IBC. This typically does not require additional visits to the site but an additional level of inspection that would be accomplished along with other activities listed below.

Foundations – Foundation allowable bearing will be evaluated using means and methods appropriate for either soil bearing or rock bearing; either dynamic cone penetrometer and probing for soil bearing or scratch for shallow rock test holes. Reinforcing steel, dowel size, spacing, and projected lap splice length will be performed under this contract. See below for concrete reinforcement inspection and testing scope of services.

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Cast-in-Place Concrete – Terracon credentialed technicians will observe the fresh concrete delivered to the project for compliance with the approved mix designs. This concrete will also be sampled for testing and casting of 4 inches by 8-inch cylinders at a frequency designated in the project specifications. Subsequent laboratory curing and compressive strength testing will be completed in our accredited laboratory at our Nashville office. Consideration for hot and cold weather concrete will be factored into site curing efforts. Additionally, Terracon can provide a cursory review of the mix designs for workability, strength and pumpability based on our experience with similar construction and local mixes.

Structural Steel, Decking and Shear Studs – Terracon’s AWS credentialed staff or credentialed subcontractor will visually or ultrasonically inspect welded connections, anchor bolts (size, configuration, embedment and projection lengths), and deck placement for compliance with the project documents and AISC Code of Standard Practice. Welder’s certifications and welding procedures will be checked against AWS standards. Moment (CJP) welds will be observed for fit-up prior to welding and ultrasonic testing as needed.

Fabrication Shop Submittal – We anticipate the Statement of Special Inspections will require a fabrication shop visit (if not credentialed) or review of the fabrication shop submittals (if credentialed). Terracon’s AWS credentialed staff or credentialed subcontractor will review fabrication shop submittals for conformance with project plans. Fabrication shop on site observations are excluded at this time as we anticipate the EOR will review and accept the shop’s industry certification;

Masonry – Terracon’s credentialed technicians will sample the CMU block for absorption and compressive strength testing. Terracon’s credentialed technicians will observe the placement of block placement, mortar placement, vertical and horizontal reinforcement and mortar on a part time basis for conformance with project documents. Further, grout placement events will be observed on a continuous basis for conformance with project documents.

Fireproofing – Terracon’s credentialed staff will observe the sub straight prior to placement of SFRM, application methods of SFRM, density, thickness and cohesion/adhesion testing after placement.

Reporting – In the field, our staff will provide field notes regarding tests and inspections results prior to leaving the jobsite including notes, name and signature of who informed and name of Terracon representative. Field reports will be electronically delivered using Terracon’s CMELMS system. Deviations and their resolution will be tracked using the CMELMS system as well.



5217 Linbar Drive, St 309
Nashville, TN 37211

Proposed Budget Estimate
City of Brentwood Public Safety Building
910 Heritage Way
Brentwood, Tennessee

Terracon Proposal No. P18191104

Service	Days	Hours/Day	Total	Units	Rate	Extension
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NOTES:

1. This budget estimate is based upon the below-listed hours, trips, and quantities. The budget estimate does not include contingencies for retests or contractor delays. See below for recommended not to exceed budget.
2. This budget estimate is based on the preliminary schedule by the Parten Company dated 5/9/19, our review of the project civil drawings dated 6/7/19, the not for construction structural drawings dated 6/7/19, geotechnical report and our experience with similar work.
3. Except for as stated assumptions for mass grading and micro-pile installation, we have assumed most other Special Inspections and testing work will be performed during normal business hours, weekdays.
4. See attached Schedule of Fees for fee and overtime details.
5. The assumptions below assist in defining our expected budget estimate. Please review carefully the assumptions. If any of the assumptions are found to be incorrect, we request the opportunity to revise our budget estimate and assumptions.

ASSUMPTIONS:

Assume about a 8 weeks for mass grading with full time Senior Technician, average 50 hrs. a week

Assume about 8 days for micro-piles installation monitoring, average 10 hrs. a day, 6 days a week

Assume 1 micro-pile load test performed by the contractor and monitored by a Terracon project manager or PE.

Assume Micro-pile installation is separate from mass grading.

Assume Foundations and Concrete work will overlap with the site grading work by about 2 weeks. During that time the technician on the site for mass grading work can also observe concrete and reinforcement for foundations.

Assume 12 weeks of foundations/concrete work. Except for the 2 week overlap, we assume a senior technician for about 25 hours per week for 10 weeks for foundation evaluation, reinforcement observation, concrete testing and cylinder pickup. We have assumed masonry, civil/sitework, structural steel and SFRM are separate.

Assume 11 Concrete Wall Placements for retaining walls and fire range walls, 2 slab pours per level plus prepour inspections and 5 level 2 slab pours plus prepour inspections.

Assume exterior improvements such as pavements will be completed after the structure is complete.

Assume about 8 6-hour CWI visits for structural steel inspections

Assume 20 visits for masonry construction for main building plus additional 6 for Annex

Assume SFRM visits will also be after completion of the structural steel roof. Assume about 6 visits for SFRM testing/observation.

Assume 20 site visits (after mass grading) for proof roll observation, dense graded aggregate testing, asphalt testing and concrete pavement testing.

Assume exterior masonry screen wall and cast-in-place dumpster concrete wall are constructed at the same time as the building.

Initial Project Meeting/Site Meetings:

Senior Project Manager - Initial Site Visit	1	4	4	hours	\$	170.00	\$	680.00
Trip Charge (In lieu of Mileage Only)			1	trips	\$	24.00	\$	24.00
						Subtotal	\$	704.00

Soil Testing (Mass Grading/Micropiles)

Senior Engineer/PM - Est. 1 visit to kick-off micropiles	1	4	4	hours	\$	170.00	\$	680.00
Senior Engineering Technician - 8 weeks for mass grading - regular time			320	hours	\$	54.00	\$	17,280.00
Senior Engineering Technician - 8 weeks for grading - overtime			80	hours	\$	81.00	\$	6,480.00
Senior Engineering Technician - 8 days for micropile installation observation - regular time			56	hours	\$	54.00	\$	3,024.00
Senior Engineering Technician - 8 days for micropile installation observation - overtime			24	hours	\$	54.00	\$	1,296.00
Terracon Professional to observe micro-pile load test	1	6	6	hours	\$	170.00	\$	1,020.00
Micropile Grout Samples - Estimate 6 sets of 6 cubes			36	cubes	\$	20.00	\$	720.00
Trip Charge (In lieu of Mileage Only)			50	trips	\$	24.00	\$	1,200.00
						Subtotal	\$	31,700.00



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910 Heritage Way
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Terracon Proposal No. P18191104

Service	Days	Hours/Day	Total	Units	Rate	Extension
<u>Foundations/Slabs/Walls</u>						
Senior Engineering Technician - Estimate 2 week overlap with Mass Grading. Estimate 20 hrs. per week for about 10 weeks for foundations, reinforcement observations, concrete testing, and cylinder pickup.			200	hours	\$ 54.00	\$ 10,800.00
Foundations and Bellow Grade Walls Concrete Cylinders - Estimate 25 sets of 6 cylinders			150	cylinders	\$ 17.00	\$ 2,550.00
Slabs and Above Grade Walls Concrete Cylinders - Estimate 24 sets of 6 cylinders			144	cylinders	\$ 17.00	\$ 2,448.00
Trip Charge (In lieu of Mileage Only)			50	trips	\$ 24.00	\$ 1,200.00
					Subtotal	\$ 16,998.00
<u>Structural Steel: Fillet, Moment Weld and Bolt Inspection plus light gage metal inspections</u>						
CWI Visits	8	6	48	hours	\$ 85.00	\$ 4,080.00
Trip Charge (In lieu of Mileage Only)			8	trips	\$ 24.00	\$ 192.00
					Subtotal	\$ 4,272.00
<u>Structural Masonry:</u>						
Senior Engineering Technician	26	6	156	hours	\$ 54.00	\$ 8,424.00
Grout Samples - Estimate 4 sets of 4 prisms			32	prisms	\$ 20.00	\$ 640.00
Mortar Samples - Estimate 4 sets of 6 cubes			48	cubes	\$ 20.00	\$ 960.00
Absorption and Compressive Strength of CMU Blocks (Est. 2 set of 6)			12	blocks	\$ 50.00	\$ 600.00
Trip Charge (In lieu of Mileage Only)			26	trips	\$ 24.00	\$ 624.00
					Subtotal	\$ 11,248.00
<u>Fireproofing (SFRM or Intumescent) Testing</u>						
Senior Engineering Technician	6	6	36	hours	\$ 54.00	\$ 1,944.00
Density of SFRM - Est. 4 tests			4	tests	\$ 65.00	\$ 260.00
Cohesion/Adhesion Test - Est. 4 tests			4	tests	\$ 10.00	\$ 40.00
Trip Charge (In lieu of Mileage Only)			6	trips	\$ 24.00	\$ 144.00
					Subtotal	\$ 2,388.00
<u>Site/Civil Work:</u>						
Senior Field Technician	20	6	120	hours	\$ 54.00	\$ 6,480.00
Compressive Strength Specimens (Estimate 1 sets of 6)			6	cylinders	\$ 18.00	\$ 108.00
Dense Graded Aggregate standard Proctor			1	each	\$ 200.00	\$ 200.00
Nuclear Moisture Density Gauge Usage - Est. 13 days			13	day	\$ 50.00	\$ 650.00
Concrete Pavements and Patio Areas Concrete Cylinders - Estimate 5 sets of 6 cylinders			30	cylinders	\$ 17.00	\$ 510.00
Trip Charge (In lieu of Mileage Only)			20	trips	\$ 24.00	\$ 480.00
					Subtotal	\$ 8,428.00

Service	Days	Hours/Day	Total	Units	Rate	Extension
<u>Project Management, Clerical & Engineer Review</u>						
Clerical			40	hours	\$ 60.00	\$ 2,400.00
Senior Project Manager			40	hours	\$ 170.00	\$ 6,800.00
Principal Engineer Review			6	hours	\$ 190.00	\$ 1,140.00
					Subtotal	\$ 10,340.00
						Estimated Total \$ 86,078.00

The estimated total above is based on our assumptions for the number of visits to complete the anticipated Special Inspections and testing work. The estimated total above does not take into account changes in schedule from the preliminary schedule, contractor delays, retests, weather delays or similar. If a not to exceed value for budgeting purposes is desired, we recommend an additional contingency of about 25% be established for such items listed above. Terracon would be happy to discuss further our assumptions and a not-to-exceed value at any time.

EXCLUSIONS

While not an exhaustive list, the following are not expected to be tested and therefore excluded from the budget estimate. Terracon can perform these tests if requested but currently not a part of the budget estimate:

Fabrication Shop Inspections
 Water barrier or waterproofing observations or testing.
 Powered initial curing of laboratory concrete specimens
 Shoring Consultation or Design
 Concrete Testing for Sidewalks or Curbs
 Design Changes by the Special Inspector

City of Brentwood
Public Safety Building

Terracon Proposal No.: P18195110

UNIT RATE FEE SCHEDULE

Construction Materials Testing Services



Personnel

Principal Engineer	\$190 / hour
Sr. Project Engineer / Sr. Project Manager	\$170 / hour
Project Engineer / Project Manager	\$140 / hour
Assistant Project Manager	\$120 / hour
Field Engineer / Staff Engineer / Staff Professional	\$120 / hour
Clerical	\$60 / hour
*Certified Welding Technician (CWI)	\$85 / hour
*Senior Engineering Technician	\$54 / hour
*Engineering Technician	\$50 / hour

**Increase hourly rate by 1.50 times for Saturdays/Sundays and time exceeding 8 hours per day Monday through Friday. Field services provided after 6:00 PM and prior to 7:00 AM are subject to overtime rates. Increase hourly rate by 2.0 times for Holidays. Except for cylinder pickup visits, 4 hour minimum visit charge.*

Transportation

Vehicle Fee	\$24 / trip
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NOTE: Vehicle Fee charge includes mileage only. Personnel time will be charged portal to portal at hourly rates listed above.

Report Generation

Report review, clerical, scheduling invoicing costs, engineering and other staff professional consultation will be charged at the rates listed above. Reports will be sent electronically only, unless requested otherwise.

Equipment / Material

Nuclear Density and Moisture Measuring Equipment	\$50 / day
--	------------

Soils / Aggregate Laboratory

Atterberg Limits Determination (includes natural moisture content)	\$85 / test
Moisture Content Determination	\$15 / test
Standard Proctor (ASTM D 698)	\$150 / test
Standard Proctor (ASTM D 698) with Rock Correction	\$250 / test
DGA Standard Proctor (ASTM D698)	\$200 / test
DGA Standard Proctor (ASTM D 698) with Rock Correction	\$275 / test

Concrete / Masonry Laboratory

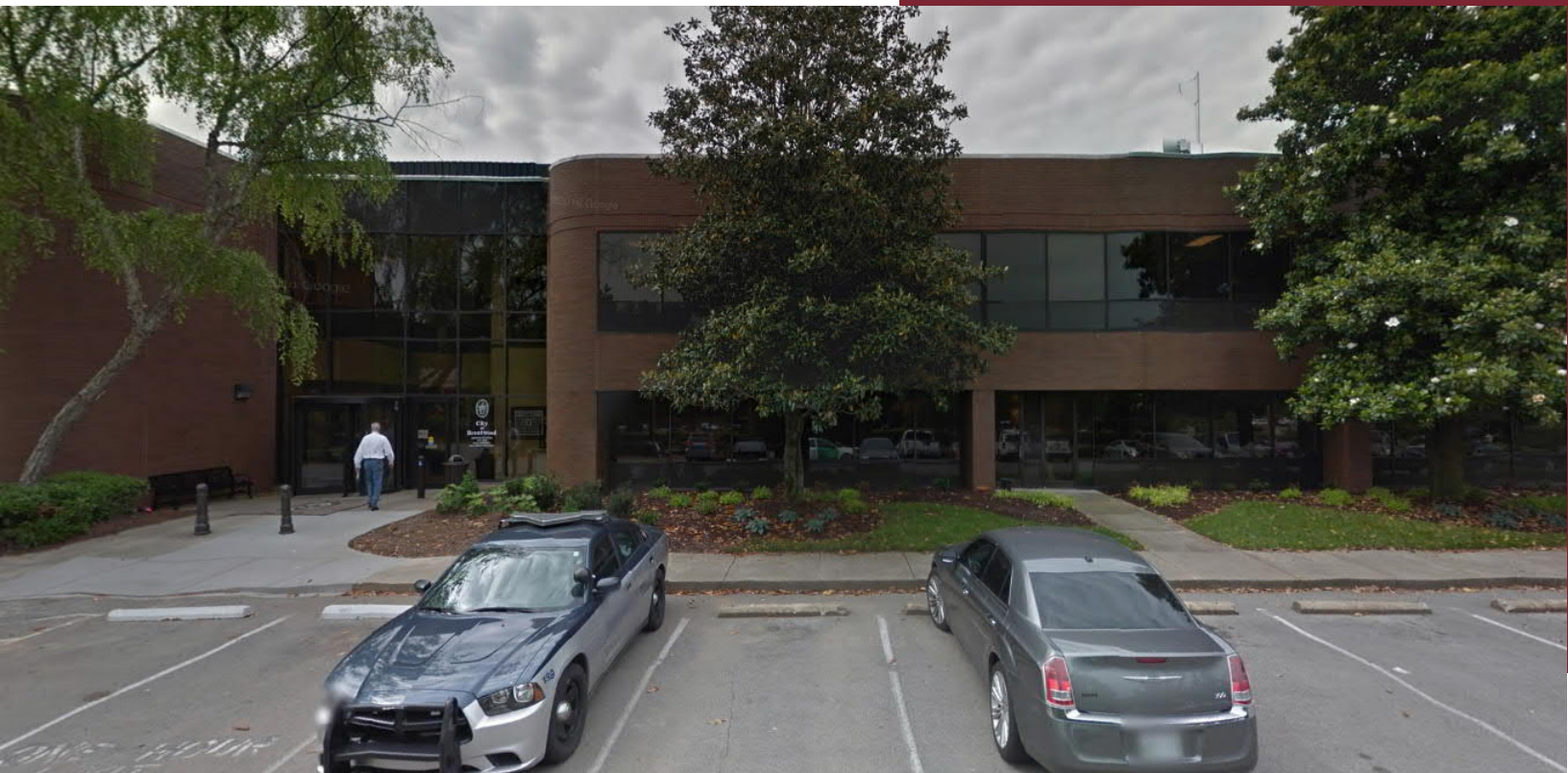
Compressive Strength (includes specimens; striped and cured, but not tested)	
4" x 8" Cylinder	\$17 / each
Grout Cube/Mortar Cube/Grout Prism	\$20 / each
Absorption or Compressive Strength Test of CMU Block	\$50 / each

Fireproofing (SFRM or Intumescent)

Density of SFRM	\$65 / each
Cohesion/Adhesion Test	\$10 / each
Intumescent Gage	\$50 / day



Special Inspection /
Construction Materials
Testing Services



Statement of Qualifications

June 2019

5217 Linbar Drive, Suite 309
5217 Linbar Drive, Nashville, TN 37211
(615) 333 6444
terracon.com

Terracon

June 28, 2019

City of Brentwood

5211 Maryland Way
Brentwood, Tennessee 37027

Attn: Mayor Regina Smithson

**Re: Statement of Qualifications
City of Brentwood Police Headquarters
910 Heritage Way Brentwood, Tennessee
Terracon Proposal: P18195110**

Dear Mayor Smithson:

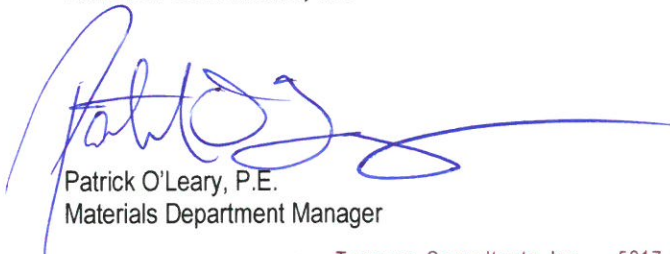
Terracon Consultants, Inc. (Terracon) greatly appreciates the opportunity to submit this proposal to provide this statement of qualifications package for the new Police Headquarters project located in Brentwood, Tennessee. We look forward to working with you on this project.

We are confident that our team is the best choice to provide the services requested for the following key reasons. With your selection of the Terracon team, you will gain:


- ✓ **Local & National Network of Resources** – Backed by a wealth of national and local resources (35+ locally), Terracon has the expertise and available manpower of more than 140 offices and over 4,500 employees, including hundreds of professionals and technicians experienced in materials testing, Special Inspection, and building enclosure inspection.
- ✓ **An Injury & Incident-Free Culture** – We strongly believe that we are responsible for doing all we can in order to prevent job-site accidents and have empowered each and every Terracon team member to step up to this commitment, regardless of their title or responsibilities. **We are extremely proud of our 0.66 EMR.**
- ✓ **Reporting Innovation** – Results will be delivered to you in real time, allowing for quick resolution of any potential issues. CMELMS™ tracks all reports in the system, provides immediate availability of the statistical performance of all concrete mixes being utilized on the project and can produce electronic or paper copies of reports for distribution.
- ✓ **In-House Building Envelope Services** – We offer our clients the tremendous capabilities, resources and knowledge of our six in-house Registered Roof Consultants (RRCs), 10 Registered Roof Observers (RROs) and two Certified Thermographers, in addition to the resources that are available throughout our southeast offices.

Attached with this cover letter are the details of our qualifications in response to your request for qualifications dated June 18, 2019. Our team greatly appreciates the opportunity to present our proposal for your consideration. We look forward to working with you on this project.

Sincerely,
Terracon Consultants, Inc.



Patrick O'Leary, P.E.
Materials Department Manager



Timothy D. Smith, P.E.
Senior Engineer/Project Manager

Terracon Consultants, Inc. 5217 Linbar Drive, Suite 309 Nashville, TN 37211
P (615) 333 6444 F (615) 333 6443 terracon.com



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COMPANY PROFILE

Established in 1965, Terracon is an employee-owned engineering consulting firm headquartered in Olathe, Kansas and incorporated in the State of Delaware in 1980. Terracon serves its clients by providing geotechnical, environmental, construction materials testing, Special Inspection, building envelope, roofing, waterproofing, and facilities services with more than 4,500 employees from 140+ offices nationwide.

Terracon History & Growth

Terracon's current ranking on the Engineering News-Record's Top 500 Design Firms is #24 as well as being ranked as #8 in the Southeast. Our growth is evidenced by the fact that our ranking has consistently improved each and every year.

National Resources & Network

Nationally, Terracon employs more than 4,500 engineering professionals, scientists and technicians who are readily available to serve clients. At any time, we are able to call upon the individuals within this network for additional manpower, expertise and resources, if and when needed.

Local and Regional Resources

Currently, we employ more than 40 professionals from our office in Nashville. We have 8 engineers, 18+ technicians (ICC, NICET, ACI, PTI credentialed), 7 environmental professionals (PCAs, ESAs, NEPA, Building Enclosures) and support staff. Combined, our southeast regional manpower represents more than 46 professional engineers, 135 certified technicians, 16 CWIs, 10 RROs, 9 RRCs, and 3 RAs. [We have the resources for this project.](#)

Laboratory Information

Our testing labs are fully-equipped with geotechnical and construction materials testing equipment and each operates under our Corporate Construction Materials Laboratory Quality System Manual (QSM). Our Quality Management System was established using ASTM E329 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction and AASHTO R18 - Establishing and Implementing a Quality System for Construction Materials Testing Laboratories as the primary guides. Other guides include:

- ▶ ASTM D3740 – Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
- ▶ ASTM C1077 – Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
- ▶ ASTM D3666 – Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials



PROPOSED TEAM MEMBERS

The Terracon team is comprised of the most knowledgeable, experienced and professional individuals for construction materials testing and Special Inspection services in the State of Tennessee. Our team offers sound technical skills, a significant amount of project experience, and in addition, has successfully provided these services on similar projects. We have assembled a team that understands how to be responsive, reliable and resourceful, while effectively managing the demands of the project scope and work schedule. Terracon is currently providing special inspections services in middle Tennessee region and for Metropolitan Nashville Davidson County. Attached is a proposed organization chart. Below are short descriptions of our proposed team members.

PATRICK O'LEARY, P.E. – DEPARTMENT MANAGER/PROJECT MANAGER 8 YEARS OF EXPERIENCE

Education:

B.S, Civil Engineering, University of Tennessee

Certifications:

Professional Engineer (PE)

ACI Concrete Transportation Inspector

ACI Concrete Strength Testing Technician

ACI Concrete Field Testing Technician, Level I

Mr. O'Leary will serve as the project manager on behalf of Terracon. He has more than 8 years of experience in geotechnical engineering, construction materials testing and Special Inspections. Mr. O'Leary will provide day-to-day technician oversight, field report review, deviation tracking and resolution and general testing/Special Inspection problem solving. Mr. O'Leary can represent Terracon at progress meetings and consult with the project team as needed.

Relevant Experience:

- Harpeth Square Development – Franklin, TN
- National Guard Readiness Center – McMinnville, TN
- Page Middle School – Franklin, TN
- New Medical Office Building at St. Thomas West – Nashville, TN
- Cool Springs Phase III – Franklin, TN
- Portland Fire Hall #1 and #2 – Portland, TN
- Brentwood High School STEM Building– Brentwood, TN
- Paris Landing State Park Inn – Buchanan, TN
- Hammer Mill Residential – Nashville, TN
- AC Marriott in Maryland Farms - Brentwood, TN
- TN State University Health Sciences Bldg – Nashville, TN
- Nolensville High School – Nolensville, Tennessee
- Mill Creek Elementary – Nolensville, Tennessee

TIMOTHY SMITH, PE – SENIOR PROJECT MANAGER/ENGINEER

23 YEARS OF EXPERIENCE

Education:

B.S, Civil Engineering, Tennessee Technological University

Professional Registration/Certifications:

Professional Engineer (PE)
PTI Level I Inspector
Face Floor Flatness/Levelness

Professional Affiliations:

ASCE of TN
Chi Epsilon
TSPE

Mr. Smith will assist Mr. O'Leary and serve as the senior reviewer on the project. He has more than 20 years of experience in geotechnical engineering, construction materials testing, and Special Inspection services. Mr. Smith will assist in technician oversight, field report review, deviation tracking and resolution and general testing/Special Inspection problem solving. Mr. Smith can represent Terracon at progress meetings and consult with the project team as needed.

Relevant Experience:

- Vanderbilt Residential College A – Nashville, TN
- MNAA Various projects – Nashville, TN
- Lipscomb University George Shinn Event Center – Nashville, TN
- Hampton Inn Downtown Nashville – Nashville, TN
- Church Street Residential – Nashville, TN
- Music Row Residential – Nashville, TN
- Stacks on Main, residential units and parking garage – Nashville, TN
- MDHA Nashville Garage at Church Street – Nashville, TN
- Bank of New York Data Center Addition – Nashville, TN
- Multiple New Walmart Stores – TN and KY

JOHN AGEE, PE – PRINCIPAL-IN-CHARGE

28 YEARS OF EXPERIENCE

Education:

B.S, Civil Engineering, Tennessee Technological University

Professional Registration:

Professional Engineer (PE)

Professional Affiliations:

ASCE TN Section Geotechnical Committee Past-Chair
ACEC of Tennessee Public Relations Committee Past-Chair

Mr. Agee will serve as the principle-in-charge on behalf of Terracon. He has more than 27 years of experience in geotechnical engineering, construction materials testing, and Special Inspection services. Mr. Agee will provide oversight of the inspecting and testing criteria of field efforts based on the project plans and specifications, can represent Terracon at progress meetings, and consult with the project team as needed.

Relevant Experience:

- Lipscomb University George Shinn Event Center – Nashville, TN
- MNAA – Various Projects at BNA – Nashville, TN
- Vanderbilt Residential College A – Nashville, TN
- Stacks on Main, residential units and parking garage – Nashville, TN
- MDHA Nashville Garage at Church Street – Nashville, TN
- Commerce Street Garage – Nashville, TN
- Bank of New York Data Center Addition – Nashville, TN
- Amazon Distribution Center – Murfreesboro, TN

JAKE COLLIER – ASSISTANT PROJECT MANAGER

8 YEARS OF EXPERIENCE

Education:

B.S, Concrete Industry Management, Middle Tennessee State University

Certifications:

Mr. Collier can assist Mr. O’Leary and Mr. Smith as an assistant project manager for this project. He has more than 8 years of experience in the concrete construction industry. Mr. Collier will assist with special inspections and management of this project, write and review field reports, assist representing Terracon at progress meetings, and proactively communicate with the project team.

Relevant Experience:

- Thompson Nashville Gulch Hotel– Nashville, TN
- Drury Inn – Franklin, TN
- Lifeway Building – Nashville, TN
- Marriot Tri-Brand – Nashville, TN

JOHN FULTZ – LABORATORY SUPERVISOR

4 YEARS OF EXPERIENCE

Education:

B.S, Concrete Industry Management, Middle Tennessee State University

Certifications:

TDOT – Asphalt Lab Technician
ACI Concrete Field Testing Technician I
ACI Concrete Flatwork Technician
ACI Concrete Laboratory Testing Technician I
ACI Concrete Strength Testing Technician

ATI Nuclear Density Gauge Safety Training
ATI Radiation Safety Officer Training
ICC Soils Special Inspector
OSHA 10-hour Health & Safety Training

Mr. Fultz will be the Laboratory Supervisor for this project. He has over 4 years of experience in construction materials testing services. Mr. Fultz has obtained several relevant laboratory certifications and is proficient in the various laboratory test procedures and methods that will be implemented on this project.

Relevant Experience:

- MNAA- Various projects - Nashville, TN
- Duke Park / 840 – Lebanon, TN
- Adams Old Castle Testing – Nashville, TN
- Park 840 Logistics Center – Lebanon, TN
- Clarksville Regional Airport – Clarksville, TN
- I-440 – Nashville, TN
- HCA Hendersonville Medical Center – Hendersonville, TN

SHWAN ZRING – FIELD SUPERVISOR / ASSISTANT PROJECT MANAGER

10 YEARS OF EXPERIENCE

Education:

B.S, Civil Engineering, Baghdad University

Certifications:

ACI Concrete Testing Technician Grade I

Nuclear Radiation Safety Training

Mr. Zring will be the Field Supervisor for this project. He has over 10 years of experience in construction materials testing services. His specialties include soil, concrete, reinforcing steel, post-tensioned concrete, structural masonry, and asphalt field/lab testing.

Relevant Experience:

- MNAA Terminal Area Parking Garage – Nashville, TN
- Satellite ED Tennova Healthcare – Clarksville, TN
- Hyatt House Hotel – Nashville, TN
- Omohundro Substation - Nashville, TN
- Iron Horse Apartments – Franklin, TN
- Margaritaville Hotel– Nashville, TN

TOM CAREY – SENIOR TECHNICIAN

18 YEARS OF EXPERIENCE

Certifications:

NICET Level II – Soils & Concrete

NICET Level I – Asphalt

ACI Concrete Testing Technician Grade I

PTI Level II Inspector

TDOT

Nuclear Radiation Safety Training

Mr. Carey will be the primary inspector for this project. He has over 17 years of experience in construction materials testing services. His specialties include soil, concrete, reinforcing steel, post-tensioned concrete, structural masonry, and asphalt field/lab testing.

Relevant Experience:

- Germantown Apartments – Nashville, TN
- Cordell Hull Renovations – Nashville, TN
- Lifestyle Central Parking Garage – Nashville, TN
- Printers Alley Hotel – Nashville, TN
- Lebanon High School – Lebanon, TN
- Aldi Distribution Center – Lebanon, TN

GLENN MCCLAIN – SENIOR TECHNICIAN

13 YEARS OF EXPERIENCE

Certifications:

ACI Concrete Testing Technician - Grade I
Nuclear Density Gauge Safety

Mr. McClain will be the secondary concrete inspector for this project. He has over 12 years of experience in construction materials testing services. His specialties include deep foundations, soil, concrete, reinforcing steel, post-tensioned concrete, structural masonry, and asphalt field/lab testing.

Relevant Experience:

- CHS Headquarters – Antioch, TN
- Ridley Pointe Commercial Complex – Smyrna, TN
- Everwood Apartments – Murfreesboro, TN

JOSHUA LEPSALTER – ENGINEERING TECHNICIAN

13 YEARS OF EXPERIENCE

Education:

B.S, Architectural and Facilities Engineering, Tennessee State University

Certifications:

B	ICC Structural Steel and Bolting Special Inspector
Engineer in Training	Post Tension Institute – Level I Unbonded PT Field Technician
ICC Reinforced Concrete Special Inspector	ACI Level I Field Testing Technician I
ICC Structural Masonry Special Inspector	ATI Nuclear Density Gauge Safety Training

Mr. Lepselter will be a field technician for this project. He has over 13 years of experience in construction materials testing services. His specialties include soil, concrete, reinforcing steel, post-tensioned concrete, structural masonry, and asphalt field/lab testing. He is experienced with laboratory testing procedures for both soil mechanics and various other construction materials.

Relevant Experience:

- Germantown Apartments – Nashville, TN
- Cordell Hull Renovations – Nashville, TN
- Lifestyle Central Parking Garage – Nashville, TN
- Printers Alley Hotel – Nashville, TN
- Lebanon High School – Lebanon, TN
- Aldi Distribution Center – Lebanon, TN

A Terracon personnel certifications matrix has also been included for your reference.

Terracon Team
MNAA Personnel Certification Matrix

		Personnel	John Agee, PE Contract Manager	Patrick O'Leary, PE Materials Manager	Tim Smith, PE Senior Engineer	John Fultz Laboratory Supervisor	Jake Collier Field Supervisor	Shwan Zring, PE Field Supervisor	Glenn McClain Engineering Technician	Tom Carey Senior Engineering Technician	Joshua Lepseiter, EI Engineering Technician	Michael Piercey Field Service Manager	Domie McCrary Metals Technician	Jim Bogner Owner	Other Terracon Services	Jim Duncan, PE Environmental Manager	David Been, PE Geotechnical Manager	Will McCloy, PE Senior Engineer	Ashfaq Memon, PE Geotechnical Engineer	John McAllister, EI Project Engineer	Peter Nabhan, PE Engineer
Capability																					
Field / Laboratory Testing			X	X	X	X	X	X	X	X	X	X	X	X							
Geotechnical Engineering			X	X		X											X	X	X	X	X
Environmental Consulting / Engineering																X					
Surveying																					
Certification																					
Professional Engineer (PE)			X	X	X											X	X	X	X		X
Engineering Intern (EI)											X									X	
Land Surveyor																					
CPESC																					
ICC	Soil				X	X	X														
	Reinforced Concrete						X				X										
	Structural Masonry						X				X										
	Structural Steel & Bolting						X				X										
ACI	Concrete Field Testing - Grade 1		X	X	X	X	X	X	X	X											
	Concrete Strength Testing		X	X	X																
	Aggregate Testing Technician - L1			X	X																
	Concrete Lab Testing - L1			X	X																
	Concrete Flatwork Technician			X	X																
NICET	Soils								II	II											
	Concrete								II	II											
	Asphalt								I	I											
TDOT	Soils and Aggregate						X			X											
	Asphalt Concrete Plant Technician						X														
	Asphalt Concrete Field Technician						X			X											
	Concrete Field Technician																				
	Local Programs Chapter 8 CEI																				
NDT	Asphalt Roadway Technician																				
	Liquid Penetrant Testing											X	X	X							
	Ultrasonic Testing											X	X	X							
	Phased Array Ultrasonic Testing											X	X								
	Radiographic Testing											X	X								
	Magnetic Particle Testing											X	X	X							
	Visual Examination												X								
	Leak and Bubble Testing											X									
AWS - Certified Welding Inspector												X	X	X							
ANST NDT												III		III							
PTI - Unbonded PT Inspector			X		X		X			X											
Nuclear Gauge Radiation Safety							X	X	X	X	X										
OSHA Health & Safety Training							X			X	X										
F-Number Measurement (FF/FL)							X														
TDEC EPSC Fundamentals																					
TDEC Design Principals																					
Traffic Control Supervisor																					
Flagging Instructor																					
Traffic Control Technician																					

Legend:

Terracon

World Testing, Inc.

GPR Testing & Inspection

T = Team Member has certification

T = Team Member has certification

REFERENCES

Terracon's Nashville office has included references from three of our clients per your request. Additional references can be provided if needed.

REFERENCE SUBJECT: Terracon Consultants, Inc.
(PROPOSER'S NAME – COMPLETED BY PROPOSER)

The "reference subject" specified above, intends to submit bid to provide and manage a general, preventative, and predictive facility maintenance services program. The reference subject must include references (using this Reference Questionnaire Form).

Please:

- complete this questionnaire (either using this or an exact duplicate of this form);
- sign and date the completed questionnaire; and
- return it to the reference subject.

- (1) What is the name of the company, organization, or entity responding to this reference questionnaire?

METROPOLITAN NASHVILLE AIRPORT AUTHORITY

- (2) Please provide the following information about the individual completing this reference questionnaire.

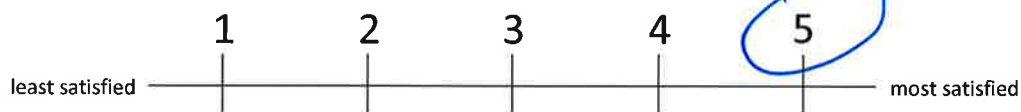
NAME:	<u>BRYAN W. BARTON, P.E.</u>
TITLE:	<u>MANAGER, CIVIL CONSTRUCTION</u>
TELEPHONE #	<u>615-275-1781</u>
E-MAIL ADDRESS:	<u>BRYAN_BARTON@NASHINTL.COM</u>

- (3) Please describe the scope of service delivered by the reference subject to your company, organization, or entity.

TERRACON HAS AN ANNUAL CONTRACT WITH MNAA FOR WHICH THEY PROVIDE QUALITY ASSURANCE TESTING AND ALSO INSPECTION SERVICES.

- (4) What is the level of your overall satisfaction with the reference subject's performance?

Please respond by circling the appropriate number on the scale below.



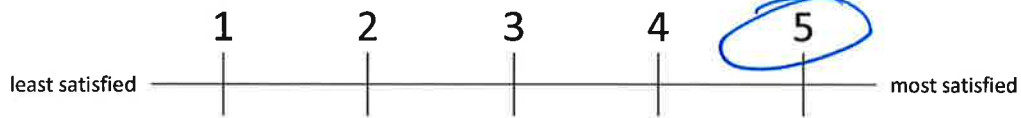
Attachment: Reference Questionnaire

- (5) Has the reference subject completed performance on time and within budget? If not, please explain.

YES

- (6) What is the level of your satisfaction with the reference subject's project management and personnel?

Please respond by circling the appropriate number on the scale below.

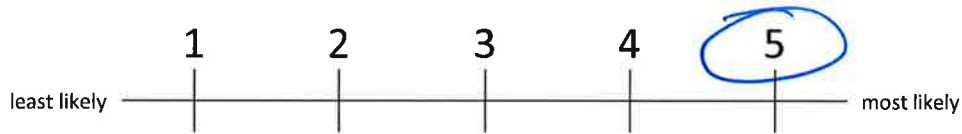


What, if any, comments do you have regarding the score selected above?

VERY KNOWLEDGEABLE STAFF

- (7) Would you do business with the reference subject again for similar services?

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

THEY ARE VERY RESPONSIVE TO REQUESTS.

REFERENCE SIGNATURE:
(by the individual completing this
request for reference information)

DATE:

4/14/17

REFERENCE SUBJECT: Terracon Consultants, Inc.
(PROPOSER'S NAME – COMPLETED BY PROPOSER)

The "reference subject" specified above, intends to submit bid to provide and manage a general, preventative, and predictive facility maintenance services program. The reference subject must include references (using this Reference Questionnaire Form).

Please:

- complete this questionnaire (either using this or an exact duplicate of this form);
- sign and date the completed questionnaire; and
- return it to the reference subject.

- (1) What is the name of the company, organization, or entity responding to this reference questionnaire?

Lipscomb University, Campus Construction

- (2) Please provide the following information about the individual completing this reference questionnaire

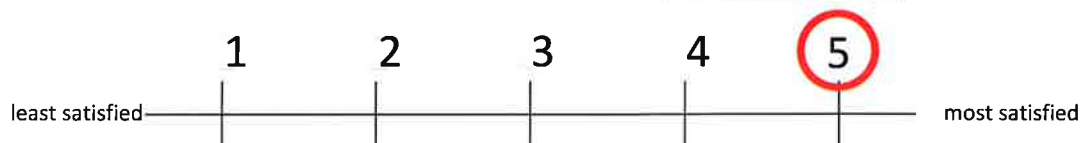
NAME:	Mike Engelman
TITLE:	Director Campus Construction
TELEPHONE #	615.579.8823
E-MAIL ADDRESS	mike.engelman@lipscomb.edu

- (3) Please describe the scope of service delivered by the reference subject to your company, organization, or entity.

Geotechnical testing, concrete testing, compaction testing, etc.

- (4) What is the level of your overall satisfaction with the reference subject's performance?

Please respond by circling the appropriate number on the scale below.



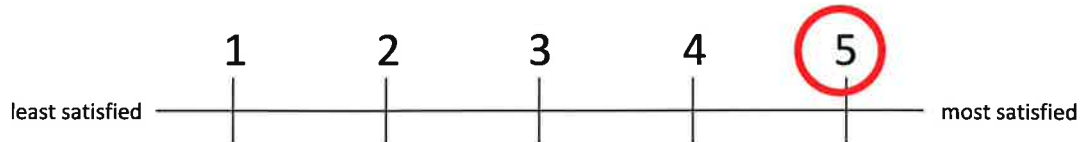
Attachment: Reference Questionnaire

- (5) Has the reference subject completed performance on time and within budget? If not, please explain.

Yes

- (6) What is the level of your satisfaction with the reference subject's project management and personnel?

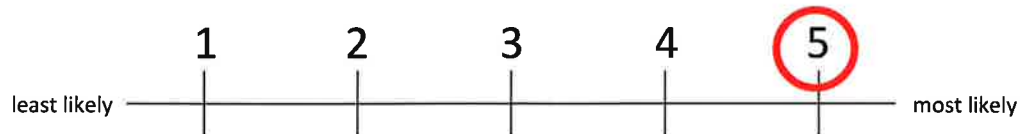
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (7) Would you do business with the reference subject again for similar services?

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)



DATE:



Attachment: Reference Questionnaire

REFERENCE SUBJECT: Terracon Consultants, Inc.

(PROPOSER'S NAME – COMPLETED BY PROPOSER)

The "reference subject" specified above, intends to submit bid to provide and manage a general, preventative, and predictive facility maintenance services program. The reference subject must include references (using this Reference Questionnaire Form).

Please:

- complete this questionnaire (either using this or an exact duplicate of this form);
- sign and date the completed questionnaire; and
- return it to the reference subject.

- (1) What is the name of the company, organization, or entity responding to this reference questionnaire?

CHSPSC, LLC
4000 MERIDIAN BLVD.
FRANKLIN, TN 37067

- (2) Please provide the following information about the individual completing this reference questionnaire.

NAME:	John H. Canaan
TITLE:	Director, Engineering Services
TELEPHONE #	615-465-7000
E-MAIL ADDRESS:	john_canaan@chs.net

- (3) Please describe the scope of service delivered by the reference subject to your company, organization, or entity.

Terracon provided geotechnical and materials testing services for the construction of 240k sf building on 35 acre site

- (4) What is the level of your overall satisfaction with the reference subject's performance?

Please respond by circling the appropriate number on the scale below.

least satisfied — 1 — 2 — 3 — 4 — 5 — most satisfied

4

Attachment: Reference Questionnaire

- (5) Has the reference subject completed performance on time and within budget? If not, please explain.

So far, yes. We still have approximately 3 months remaining in project, but Terracon's involvement will be limited.

- (6) What is the level of your satisfaction with the reference subject's project management and personnel?

Please respond by circling the appropriate number on the scale below.

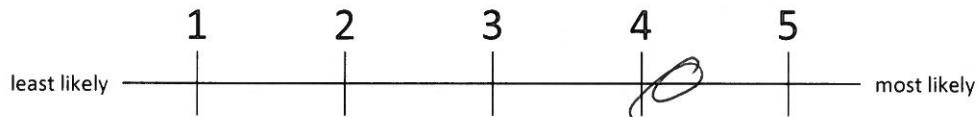


What, if any, comments do you have regarding the score selected above?

Field and office personnel easy to work with and responsive

- (7) Would you do business with the reference subject again for similar services?


Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:
(by the individual completing this
request for reference information)

DATE:


04/10/17

RELEVANT PROJECT EXPERIENCE

Terracon's Nashville office is experienced with the demands and special inspections and construction materials testing on all types of structures; from municipal buildings to high-rises, from utility buildings to large warehouses and everything in between. We know what it takes to be a value-added member of the team for this project. Listed below are just a few recent relevant projects:

CITY OF BRENTWOOD POLICE HEADQUARTERS – BRENTWOOD, TN



Scope of Services:
Geotechnical Exploration and Services

Features:

- Proposed site for City of Brentwood Police Headquarters
- Requested by The Parent Company
- 44 air track probings performed.
- Experience with drilling exploration at foundation locations

Terracon provided geotechnical engineering during the design phase of this project with The Architect Workshop and The Parent Company who are both slated to work with the City of Brentwood on the proposed police headquarters. Our familiarity with these firms will make the project team work together seamlessly.

METROPOLITAN NASHVILLE AIRPORT AUTHORITY ON-CALL QUALITY ASSURANCE TESTING AND INSPECTIONS – NASHVILLE, TN



Scope of Services:
Geotechnical, Construction Materials Testing & Special Inspections

Features:

- Quality Assurance
- Engineering Services
- Field & Laboratory Testing Services
- Observation
- Inspection Testing
- Exploration and Consulting
- On Call Services / Security Screening
- Over 48 individual projects

LIPSCOMB UNIVERSITY GEORGE SHINN EVENT CENTER – NASHVILLE, TN



Scope of Services:

Geotechnical, Construction Materials Testing & Special Inspections

Features:

- 33,000 square foot footprint
- Multi-story
- Below grade construction
- Karst Geology
- Concrete Frame
- Shallow and Drilled Foundation Inspection

CHS SHARED SERVICES BUILDING – ANTIOCH, TN

Scope of Services:

Environmental Consulting, Geotechnical Engineering, Construction Materials Testing & Special Inspections

Features:

- \$66 million construction budget
- 6-story, 240,000 SF of shared services space
- Drilled Pier Deep Foundations
- Mass Grading
- Post-tension Concrete Frame Structure
- Floor Flatness
- Structural Steel
- Fireproofing Thickness and Density



CORDELL HULL BUILDING RENOVATION – NASHVILLE, TN

Scope of Services:
Construction Materials Testing & Special Inspections

Features:

- Renovation of existing concrete structure
- New foundations on rock
- Post-Tension Concrete
- Floor Flatness
- Fireproofing Thickness & Density
- Structural Steel



VANDERBILT UNIVERSITY RESIDENTIAL COLLEGE A – NASHVILLE, TN



Scope of Services:
Construction Materials Testing & Special Inspections

Features:

- 233,500 square foot footprint
- 6-story podium with 23-story residential tower
- Below grade construction
- Shallow Rock Bearing Foundations: Bearing Capacities, 5 to 120 ksf.
- Concrete Frame and Post Tensioned Elevated Slabs
- High Strength Concrete Testing: 10K and 12K mix designs
- Structural Masonry Inspections
- Structural Steel Inspections

Terracon provided geotechnical engineering during the design phase of this project with EMC Structural Engineers who is also slated to work with the City of Brentwood on the proposed police headquarters. Our familiarity with this firm will make the project team work together seamlessly.

SAFETY CULTURE

Terracon believes safety is one of the most critical aspects of a successful project. No project is worth impacting the life of any employee and their family through loss of life, limb or livelihood. Therefore, we do not focus on safety as something separate from other critical aspects of the project: quality, schedule, and budget. Instead we focus on weaving safety into all aspects of the project. Focusing on making sure employees go home safely every day to their family improves quality, helps the schedule, and ultimately saves costs by averting accidents, injuries and tragedies through proper planning, training, and execution of safety.



However, safety is not just about what we do with our safety program. It is about how we work with our clients and their Project Team when we become part of the project.

Our Team strives to build health and safety into all aspects of our business and into the thinking of our employees. As safety-oriented companies, we all are dedicated to an Incident and Injury-Free (IIF) workplace. IIF is about care and concern for people; it is our personal and organizational commitment at all levels of our companies to everyone going home safe to their families every day. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule.

Our commitment to safety is demonstrated daily by project managers discussing and addressing site specific safety topics with our field representatives. Safety is a primary focus of our monthly department meetings where each meeting includes discussion of a safety topic. Safety is one of our core values and as a supplement to our Team's safety culture, each employee receives safety training specific to the job function and/or project assigned through one-on-one instruction, continuing education classes or web-based training seminars.

We are confident our adoption of the IIF philosophy will have a positive impact on this project and are proud that our team members' respective safety initiatives have resulted in a current experience modification rating (EMR) of 0.66.

Pre-Task Planning

Terracon views pre-task planning as the most proactive activity that we can do to maintain an Incident and Injury Free® workplace. It is required from the very beginning when preparing a proposal and starting projects, as well as when we assign work and execute tasks throughout the day. Employees at all levels have the responsibility for ensuring Pre-Task Planning is done effectively. We ask all our employees prior to doing a task, to take time to review how you will do the task safely, determine if the work conditions are what you expected to do the job safely, and repeat Pre-Task planning prior to starting any new task.

In addition, our project managers discuss and address site specific safety considerations and concerns on our projects with not only our project and field staff but also through regular communication with our clients and their project team so as to understand their safety concerns and requirements as well.



Near Miss Reporting

Terracon employees are trained to be aware of their surroundings and to recognize and report any Near Miss events observed during their workday. Terracon defines a Near Miss as an unplanned event that did not result in injury, illness or damage – but had the potential to do so. All Near Miss events are reported on an event form or input directly into our automated tracking system. Near Miss incidents are reported to Supervisors as soon as practical but no more than 24 hours following the event. All near miss reports are reviewed by Terracon's corporate safety staff. If the potential severity and probability of recurrence are considered high, a root action will be prepared for the near miss and shared with all company personnel.



Root Cause Analysis

As part of Terracon's accident/injury investigation process, a Root Causes Analysis (RCA) is performed on every incident, no matter how small. The intent of the RCA is to thoroughly investigate the incident to determine the ultimate root cause(s) and to correct or eliminate the cause(s), so that it can be prevented in the future. All accidents are investigated by the local Office Manager, Office Safety Coordinator, the immediate Supervisor and the injured employee to determine the root cause(s).

The accident investigation is not a fault-finding expedition or an exercise in completing a report form but rather an investigation to identify and correct the "cause of the accident" and educate all of our employees to make them safer. All RCA's for Terracon are shared throughout our nearly 140 offices and are reviewed individually by our IIF® Leadership Team and Operations Committee so that all of our staff can learn from the incident.

New Employee Safety Training

Each new employee is personally presented a personal protective equipment kit containing a hard hat, safety eyewear, gloves, protective vests, description of the company safety culture, etc. by the most senior person in their office during their first week of hire. Paperwork for ordering company-paid safety footwear is also included in this kit. During this one on one meeting with the new employee, we discuss management's uncompromising commitment to support the employee in every safety decision and our need for them to speak up if they see unsafe conditions. These efforts are sending a strong message that Terracon cares about and is willing to help protect our employees. All of our field staff in the construction services group has attended the CPR First Aid and the OSHA 10-hour Construction Safety Training.



Safety training for our new employees at Terracon starts on day one. As part of our new hire orientation process, our new employees are required to participate in several training sessions over several days introducing Safety as a Core Value at Terracon and introducing the "Incident and Injury Free" commitment required of all our employees. We start with a series of videos "Incident and Injury Free® – A Part of Everything We Do!", "IIF® - Our Commitment to Each Other" and "IIF® – We Can Be". In addition, all employees are required to complete a safety orientation course on General Field and Office Operations, complete a National Safety Council Defensive Driving course, and to meet with the Office Manager and their Direct Supervisor to discuss safety policies and procedures. During this meeting new staff members are given their personal protective equipment. The new employee then meets with their supervisor to complete position-specific technical and safety training prior to starting any assignment.

IIF® Training for Staff and Supervisors

Developing an Incident and Injury Free® Culture is a journey that starts on day one with our employees and continues throughout their career at Terracon. All employees attend a 4-hour training session called “Introduction to IIF®.” This training introduces the concept that IIF® is a Commitment, both personal and organizational, to create a culture in which the mindset is to have a workplace intolerant of any level of injury. The training then focuses on the expectations that Terracon has of every employee being actively engaged in working safety and taking responsibility for their own safety as well as the safety of those around them. This very simply includes:

- Do not do something that is unsafe and do not allow your co-worker to do it either
- Speak up if you are asked to do or see something that is unsafe
- Speak up and ask if you do not understand or are unsure as to how to do something safely

In addition, all Terracon supervisors must attend an additional 8-hour Supervisor Skills Workshop that emphasizes the care and concern we have for our employees and the skills that need to be practiced every day to keep our employees safe. These include:

- Pre-Task Planning and assigning work properly so that supervisors and their staff are prepared to do the work safely
- Recognizing and Reinforcing Safe Behavior
- Recognizing and Correcting Less Safe Behavior
- Recognizing and Stopping Unsafe Behavior

Terracon’s Safety Journey

Incident and Injury-Free® requires courage, trust and strong personal and organizational commitment. We hold ourselves responsible not just for our own safety and wellbeing, but for that of everyone around us. We all develop a mindset intolerant of any incidents or injuries no matter how minor or infrequent.

Blending Our Safety Culture with Project Safety Requirements

The biggest challenge we face on construction sites is integrating our staff fully into understanding the specific safety requirements of our client and other parties on the project that are responsible for overall site safety. An example of such a challenge is that based on the services we provide; our personnel may not be scheduled to be on site first thing in the morning when site “toolbox” meetings are held by the general contractor and their subcontractors. It is still our responsibility to understand the safety concerns of the project when our staff is scheduled to be on site.

Therefore, up front communication, introduction of all parties and review of the project site safety plan and requirements are a critical part of the Project Manager’s responsibilities. They will reach out to your team to review your requirements, OSHA requirements, and our Team’s requirements for safely executing our services and to establish Project Team points of contact that our on-site staff can communicate with regarding safety training, safety questions, and safety concerns.

On a daily basis, our Project Manager and our field staff will perform “Pre-Task Planning” in which they will identify and assess unsafe conditions or potential hazards. However, our job will not stop there; if we have any concerns regarding site conditions and or access to do our work we will communicate our findings to you and your Project Team in order to avoid delays and unfortunate events.

QUALITY ASSURANCE

So that the project and the Terracon Team quality assurance requirements are achieved, our Project Manager in concert with our Quality Assurance Manager is accountable for the overall quality of the project. They will be responsible for verifying that the applicable quality control criteria, project quality review and company policies have been followed for all phases of the project. Our Quality Assurance Programs have been utilized successfully on many major local and national projects.

Our primary mechanism for achieving quality on every project lies with the individual performing the work. Each employee has responsibilities for professional, technical, or administrative quality, whether on client projects or internal service assignments. To ensure our personnel execute their responsibilities, our QA team members will be responsible for conducting checks and reviews, as required, as the work progresses to verify that the following elements of quality control are continuously addressed during the project:

- Operational procedures
- Qualifications of personnel
- Condition and accuracy of instruments and equipment
- Standard materials
- Statistical evaluations
- Supervisory review of technical procedures and documents
- Use of control standards for evaluation of activities
- Sample identification, protection, chain-of-custody, storage and disposition
- Data recording, identification, security, checking, routing, filing and distribution

The tools utilized regarding internal quality assurance are outlined below. Copies of the manuals and programs are available upon request, which will allow you to have a general understanding of the quality control and quality assurance elements contained in each.

- Corporate Quality Program – Broad based overview of Quality Commitment and Responsibilities.
- Project Quality Review Program – Requirements for continuous review of Project Quality and Project Data and Reports.
- Construction Materials Engineering and Testing Quality Management System – Requirements for providing construction materials testing in accordance with industry standards.
- Construction Materials Engineering Laboratory Management System (CMELMS) – Internal database system for project data entry, tracking, review, reporting, distribution, and storage of all testing and inspection related information.
- Inventory Control and Calibration System (ICCS) – Internal database system for tracking equipment inventory and calibration of all testing and inspection equipment used by our operations.
- Independent Laboratory Accreditation – Audits by external agencies to independently verify the implementation and documentation of our quality practices.

The Corporate Quality Program Manual (QPM) broadly defines the overall objectives for quality of our services and the overall responsibilities to assure that our services are:

- Consistent with professional practice
- Provide accurate tests and measurements
- Openly communicated with our clients
- Adhere to the agreed upon contractual requirements

Our Team has established specific operational positions, procedures, practices, and programs to ensure quality service to our clients at the individual project level. They include:

- Lines of responsibility, authority, and accountability
- Standard processes and practices
- Quality control of project execution
- Project quality assurance

Our Project Quality Review Program more specifically defines our requirements for assuring quality at the project level. The requirements of this are outlined in our Project Quality Review Manual (PQRM). The review process of any project deliverable is a critical element of quality control and is a cornerstone of our commitment to quality and excellence. The PQRM expands on specific Quality Control and Quality Assurance responsibilities established as part of our overall Quality Program.

In order to specifically ensure the quality of our Construction Materials Engineering and Testing (CMET) services, we will implement and maintain our Quality Management System (QMS) for this project. Successful implementation of the QMS means the following measurable objectives are being met:

- Implement and maintain a viable calibration and/or standardization system for pertinent laboratory and field equipment, traceable to National Institute of Standards and Technology (NIST) standards. Equipment calibrations, standardizations, checks and maintenance will be completed with corresponding documentation within 30 days of the due date.
- Ensure test results are accurate and reproducible independent of the laboratory or field technician performing them.
- Implement and maintain a training/evaluation program that allows employees to become and remain proficient in test procedures, equipment operation and other specific job-related duties. No employee will be allowed to perform a specific test without direct supervision until competency has been confirmed and documented.

REPORTING SOFTWARE (CMELMS™)

In order to provide clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that is called CMELMS™. The acronym stands for Construction Materials Engineering Laboratory Management System. Having developed the system allows the application to be customized as needed to meet the needs of clients and project demands.

CMELMS™ is a complete and comprehensive field and laboratory data and report tracking, management, and distribution system. The application can manage an unlimited number of reports and data for ease of reporting and documentation purposes. Features in the application include accessing and distributing test results and field observation reports by the push of a button.

One of the tools within CMELMS™ is the automation of the delivery of testing and inspection information. The system can be accessed via use of an internet connection or through a wireless device, such as a smart phone. Data (test results and inspections) are entered into the application on the project site so that our project management and engineering staff have real-time access to the field data. This in turn allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

Use of Portable PCs and Mobile Communication Technology

In order to receive and provide instant communications directly to/from the project site during construction and to expedite resolution of non-conformance issues, field personnel will utilize laptops so that report forms can be filled out and, if necessary, copies of project drawings can be annotated to reflect observation locations and constructed conditions for ease of reporting and clarification of site conditions.

With this technology, the Team has the capability to provide instant communication from the field with project representatives, the structural design engineer, contractor, construction manager, and other members of the project design team – communications that include drawings, photos, and inspection forms, notes, and reports.



Results and Data Management

Generally, we record our inspection and testing services in “service or inspection-type” reports. Some examples of service reports include soil testing, reinforcing steel observation, concrete placement observation, structural steel observation, and structural masonry observations. Our testing reports are also segregated by service types, like concrete compressive strength, and field density and compaction. Our reports and documentation include supporting data and drawings that generally show the test or inspection location, photographs, concrete batch tickets, and correspondence related to the acceptance of non-conforming items, as applicable.

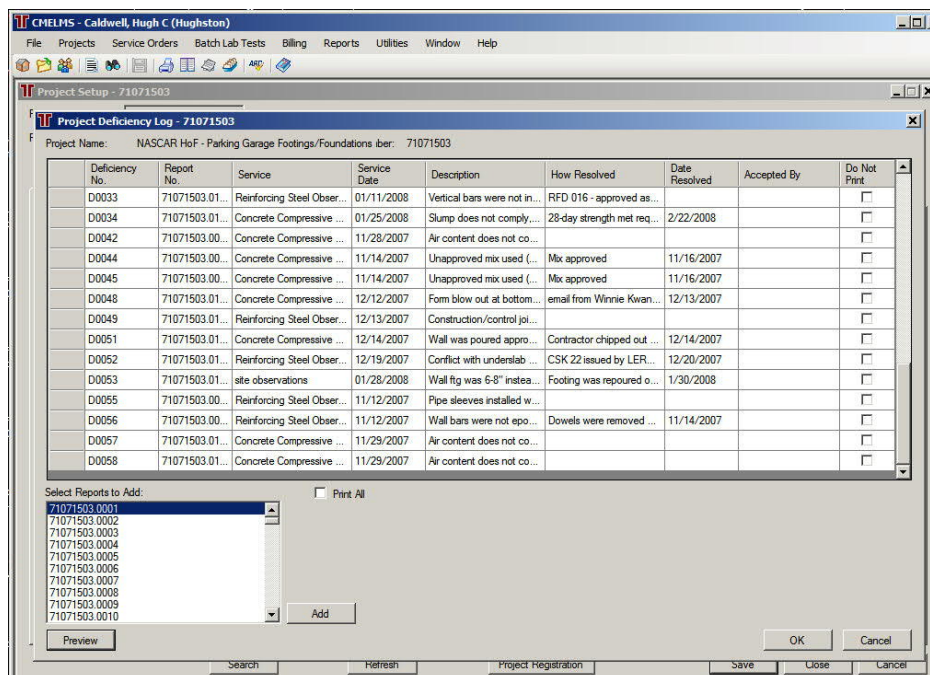
The CMELMS™ application is a complete and comprehensive field and laboratory testing data, and results management system that can manage an unlimited number of reports and data for ease of reporting and documentation purposes. Some of the additional features of CMELMS™ include maintaining concrete test data by mix design, and the ability to provide statistical analyses and test results for a project or a concrete mix by the push of a button. This allows our managers to access detailed result summaries with ease and promptness. The program has the same capabilities for nearly all standard testing tasks and procedures for both field and laboratory testing, including soil-density relationships, soil and aggregate characteristics and properties/classification testing, grout and mortar testing, and fireproofing.

Tracking and Close-Out of Non-Conforming Items

As previously discussed, we will maintain a log of non-conforming items that will be reported on a regular basis. CMELMS™, maintains the non-conformance log electronically based on the test results and observations included in our daily observation and test reports, and can easily be emailed or uploaded daily for posting to a designated site, or printed and maintained in the project site office, or sent electronically to the structural design engineer and designated members of the project team. The non-conformance log will contain an approval column for the responsible professional to accept field conditions outside the plan. In some instances, non-conformance to the design may perform satisfactorily in the structural system. Examples would include a welded steel joint wherein alignment precludes completing a bolted connection. Field welds may be appropriate to continue production, but as-builts would be necessary to obtain final approval.

Our personnel maintaining these lists, and communicating and reporting them directly and professionally, will allow the contractors to address field conditions inherent in the process quickly. This process promotes both schedule and cost savings, and final problem resolution.

When all items on our non-conformance log have been resolved, our Project Manager will prepare and issue documentation of compliance for the items covered in our inspection and testing program. An added benefit of utilizing the management elements of CMELMS™ and remedial action tracking is that the structural conformance issues are complete prior to completion of the finishes. Our focus and cooperation allows us to generate the support documents the local building officials or the structural engineer will require to approve final use of the new facility.



Deficiency No.	Report No.	Service	Service Date	Description	How Resolved	Date Resolved	Accepted By	Do Not Print
D0033	71071503.01...	Reinforcing Steel Obser...	01/11/2008	Vertical bars were not in...	RFD 016 - approved as...			<input type="checkbox"/>
D0034	71071503.01...	Concrete Compressive ...	01/25/2008	Slump does not comply...	28-day strength met req...	2/22/2008		<input type="checkbox"/>
D0042	71071503.00...	Concrete Compressive ...	11/28/2007	Air content does not co...				<input type="checkbox"/>
D0044	71071503.00...	Concrete Compressive ...	11/14/2007	Unapproved mix used (...)	Mix approved	11/16/2007		<input type="checkbox"/>
D0045	71071503.00...	Concrete Compressive ...	11/14/2007	Unapproved mix used (...)	Mix approved	11/16/2007		<input type="checkbox"/>
D0048	71071503.01...	Concrete Compressive ...	12/12/2007	Form blow out at bottom...	email from Winnie Kwan...	12/13/2007		<input type="checkbox"/>
D0049	71071503.01...	Reinforcing Steel Obser...	12/13/2007	Construction/control joi...				<input type="checkbox"/>
D0051	71071503.01...	Concrete Compressive ...	12/14/2007	Wall was poured appro...	Contractor chipped out ...	12/14/2007		<input type="checkbox"/>
D0052	71071503.01...	Reinforcing Steel Obser...	12/19/2007	Conflict with underlab...	CSK 22 issued by LER...	12/20/2007		<input type="checkbox"/>
D0053	71071503.01...	site observations	01/28/2008	Wall fig was 6'-8" instea...	Footing was repoured o...	1/30/2008		<input type="checkbox"/>
D0055	71071503.00...	Reinforcing Steel Obser...	11/12/2007	Pipe sleeves installed w...				<input type="checkbox"/>
D0056	71071503.00...	Reinforcing Steel Obser...	11/12/2007	Wall bars were not epo...	Dowels were removed ...	11/14/2007		<input type="checkbox"/>
D0057	71071503.01...	Concrete Compressive ...	11/29/2007	Air content does not co...				<input type="checkbox"/>
D0058	71071503.01...	Concrete Compressive ...	11/29/2007	Air content does not co...				<input type="checkbox"/>


Select Reports to Add:

- 71071503.0001
- 71071503.0002
- 71071503.0003
- 71071503.0004
- 71071503.0005
- 71071503.0006
- 71071503.0007
- 71071503.0008
- 71071503.0009
- 71071503.0010

Buttons: OK, Cancel, Search, Refresh, Project Registration, Save, Close, Cancel

Terracon's Client Document Website (CDW)

We believe a valuable method of information and report distribution is through Terracon's Client Document Website (CDW). With access, any approved member party of the project team can view, download, or print our inspection and testing reports as they are uploaded. One of the features of the CDW is that access to reports can be limited by the report type. For example, the project civil engineer or a concrete subcontractor may not need access to structural steel reports and is not notified of the uploading of these reports, and they will not appear in their report access listing upon entering the site. The Client Document Website also allows for the electronic storage of our reports and can be accessed by approved users with an internet connection from anywhere at any time. We can also upload our reports to our website if desired.



Client Document Website

Consulting Engineers and Scientists

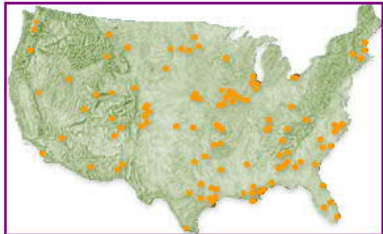
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<p>VIEW MY REPORTS</p> <div style="background-color: #800000; color: white; padding: 10px; margin: 10px auto; width: 80%;"> <p>VIEW REPORTS</p> </div> <p>Click here to download or view Terracon's reports, upload your own files, and organize all of your documents.</p>	<p>CHANGE MY ADVANCED FEATURES</p> <div style="background-color: #006400; color: white; padding: 10px; margin: 10px auto; width: 80%;"> <p>ADVANCED FEATURES</p> </div> <p>Click here to create customized attributes to apply to your files for more document organization possibilities.</p>	<p>MANAGE MY ACCOUNT</p> <div style="background-color: #000080; color: white; padding: 10px; margin: 10px auto; width: 80%;"> <p>ACCOUNT SETTINGS</p> </div> <p>Click here to change your password and adjust your report notification frequency.</p>	<p>ACCESS CDW HELP</p> <div style="background-color: #FF8C00; color: white; padding: 10px; margin: 10px auto; width: 80%;"> <p>HELP</p> </div> <p>Click here to access online files to help you manage your reports.</p>
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PROJECT INFORMATION

Project information was provided via a public request for qualifications (RFQ) from the City of Brentwood. Included RFQ was the following project information:

- A request for a Statement of Qualifications dated June 18, 2019.
- Appendix A of the RFQ including the project General Notes, Quality Assurance Plan including (Statement of Special Inspections), and Preliminary Planning Schedule prepared by the Parent Company dated 5/9/2019.
- Appendix B of the RFQ including a Sample Professional Services Agreement prepared by the City of Brentwood.

Additionally, Terracon is familiar with the site. Terracon performed the geotechnical exploration of the site and provided the design team and Report of Geotechnical Exploration dated October 17, 2018. Project plans, specifications, or additional information has not been provided. Many of our project assumptions discussed below have been derived from information gathered during the Geotechnical Exploration phase.

The project is located at 910 Heritage Way in Brentwood, Tennessee. Based on information gathered during the geotechnical exploration, we understand the proposed construction includes a two-story building with a footprint of about 28,000 square feet with a full daylight basement. The building walks out from the lower level to the west and from the upper level to the east. An annex building will be constructed east of the proposed rear parking lot.

We anticipate the structure will primarily be structural steel framing with elevated lightweight concrete slabs on metal deck, and concrete masonry unit (CMU) walls. Based on the recommendations in the Geotechnical Report, we anticipate the structure will be supported by shallow foundations bearing on natural soils or newly placed structural fills. However, based on the information provided in the General Notes and Preliminary Planning Schedule in Appendix A of the RFQ, micropiles and/or shallow rock bearing foundations may be an option. We anticipate about 10 feet of cut and less than 5 feet of fill will be required to reach planned grades in the building areas. We understand retaining walls as tall as about 13½ feet are proposed along the north and south sides of the proposed east parking lot to support cut and fill and to achieve final grades. We understand approximately 60,000 square feet of new asphaltic pavements are planned for the site.

ANTICIPATED SCOPE OF SERVICES

Based on our experience with similar work and our review of the provided documents, we anticipate the following scope of services will be needed:

Special Inspections – Mr. O’Leary will act as the special inspector of record. Terracon’s credentialed technicians will perform field activities associated with the Special Inspections required by the Statement of Special Inspections based on the 2012 IBC. This typically does not require additional visits to the site but an additional level of inspection that would be accomplished along with other activities listed below.

Foundations – Foundation allowable bearing will be evaluated using means and methods appropriate for either soil bearing or rock bearing; either dynamic cone penetrometer and probing for soil bearing or scratch for shallow rock test holes. Reinforcing steel, dowel size, spacing, and projected lap splice length will be performed under this contract. See below for concrete reinforcement inspection and testing scope of services.

Micropiles (if required) – Terracon credentialed will observe the drilling process to verify the specified competency and minimum bond zone length in the bedrock has been achieved. Reinforcement installation and grouting operations will be monitored for proper techniques and compressive strength specimens of grout will be cast at the required frequency.

Cast-in-Place Concrete Reinforcement and Formwork – Terracon credentialed technicians will observe the formwork and reinforcing for compliance with project plans and specifications. This typically includes formwork dimensions and cleanliness. This does not include formwork shoring. Reinforcement will be observed for size, count, spacing, clearance, cleanliness, orientation (bent bars), support for prevention of displacement during pours and splice length. Reinforcement mill certificates and pre-installation submittals can be reviewed by Terracon prior to installation.

Cast-in-Place Concrete – Terracon credentialed technicians will observe the fresh concrete delivered to the project for compliance with the approved mix designs. This concrete will also be sampled for testing and casting of 4 inches by 8-inch cylinders at a frequency designated in the project specifications. Subsequent laboratory curing and compressive strength testing will be completed in our accredited laboratory at our Nashville office. Consideration for hot and cold weather concrete will be factored into site curing efforts. Additionally, Terracon can provide a cursory review of the mix designs for workability, strength and pumpability based on our experience with similar construction and local mixes.

Structural Steel, Decking and Shear Studs – Terracon’s AWS credentialed staff or credentialed subcontractor will visually or ultrasonically inspect welded connections, anchor bolts (size, configuration, embedment and projection lengths), and deck placement for compliance with the project documents and AISC Code of Standard Practice. Welder’s certifications and welding procedures will be checked against AWS standards. Moment (CJP) welds will be observed for fit-up prior to welding and ultrasonic testing as needed.

Fabrication Shop Submittal – We anticipate the Statement of Special Inspections will require a fabrication shop visit (if not credentialed) or review of the fabrication shop submittals (if credentialed). Terracon’s AWS credentialed staff or credentialed subcontractor will review fabrication shop submittals for conformance with project plans. Fabrication shop on site observations are excluded at this time as we anticipate the EOR will review and accept the shop’s industry certification;

Masonry – Terracon’s credentialed technicians will sample the CMU block for absorption and compressive strength testing. Terracon’s credentialed technicians will observe the placement of block placement, mortar placement, vertical and horizontal reinforcement and mortar on a part time basis for conformance with project documents. Further, grout placement events will be observed on a continuous basis for conformance with project documents.

Fireproofing – Terracon’s credentialed staff will observe the sub straight prior to placement of SFRM, application methods of SFRM, density, thickness and cohesion/adhesion testing after placement.

Reporting – In the field, our staff will provide field notes regarding tests and inspections results prior to leaving the jobsite including notes, name and signature of who informed and name of Terracon representative. Field reports will be electronically delivered using Terracon’s CMELMS system. Deviations and their resolution will be tracked using the CMELMS system as well.

INSURANCE REQUIREMENTS

Based on our experience with similar work and our review of the provided documents, we have provided a sample certificate of insurance to demonstrate that we are fully capable of meeting this project's needs. Upon selection and award, a specific certificate of insurance will be issued to the City of Brentwood.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2020

12/19/2018

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED 1312891 TERRACON CONSULTANTS, INC. 5217 LINBAR DRIVE, SUITE 309 NASHVILLE TN 37211	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	NAIC # 19437
	INSURER B: Travelers Property Casualty Co of America	25674
	INSURER C: The Travelers Indemnity Company	25658
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 14561101 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	Y	TC2J-GLSA-1118L293	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-131J3858	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	ZUP-91M46583 (EXCLUDES PROF. LIAB.)	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	UB-2L010337-19-51-K (AOS) UB1L5546071951R (AZ,MA,WI)	1/1/2019 1/1/2019	1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2019	1/1/2020	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF COVERAGE. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER

14561101
SPECIMEN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello

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CONTACT:

Patrick O'Leary, PE
Construction Materials Manager
5217 Linbar Drive, Suite 309
Nashville, TN 37211

D (615) 490 7223
M (615) 927 3497
Patrick.O'Leary@terracon.com
terracon.com

**RESPONSIVE.
RESOURCEFUL.
RELIABLE.**

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Resolution 2019-82 - Approval of Agreement with W&O Construction Co., Inc. for Moore's Ln. Sewer Force Main Replacement

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Resolution 2019-82 - Approval of Agreement with W&O Construction Co., Inc. for Moore's Ln. Sewer Force Main Replacement.

Background

The Water Services Department's Capital Improvements Plan for the current fiscal year includes replacement of approximately 4,725 feet of 8 inch sewer force main (pressure) pipe associated with the City's I-65 sewer pumping station located in the Cool Springs Marketplace retail development (near Home Depot and Ashley Furniture).

The section of pipeline proposed to be replaced extends between the City's park property located at the southeast corner of the intersection of Carothers Pkwy. and Moore's Lane, eastward along Suzanne Dr. and Moore's Ln., terminating at a manhole just to the east of Crockett Springs Trail (see enclosed location map). This section of pipe was found to be in very poor condition during a pipeline inspection initiated in 2016 and subsequently targeted for replacement in the Water Services Department's CIP.

On June 27th, the City publicly opened construction bids for this work. Six contractors submitted bids for this project ranging from the low bid submitted by W&O Construction Co., LLC in the amount of \$884,350.00 to a high bid of \$1,180,671.20. W&O Construction is considered competent to complete this project.

Accordingly, staff is recommending an award to W&O Construction in the amount not to exceed \$884,350.00 which includes a 5% contingency allowance. The contract amount is within the amount budgeted in the department's Capital Improvement's Plan for FY 2020. If approved, construction is slated to begin this fall and continue for a period of seven months.

Please contact Water Services Director Chris Milton or Assistant Director Drew Muirhead should you have any questions.

Staff Recommendation

Staff recommends approval.

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : \$884,350.00

Source of Funds: Water & Sewer Fund

Account Number: 412-16700-8039

Fiscal Impact:

Attachments

Resolution 2019-82

Contract No. 2019-092

Bid Summary

Detailed Bid Tabulation

Engineer's Award Recommendation

Project Site Map

RESOLUTION 2019-82

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND W & O CONSTRUCTION COMPANY, INC. FOR MOORE'S LANE SEWER FORCE MAIN REPLACEMENT, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and W & O Construction Company, Inc. for Moore's Lane sewer force main replacement, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR

Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

SECTION 00100

INSTRUCTION TO BIDDERS

1.01 SECURING DOCUMENTS

Bidders may obtain sets of Bidding Documents from Engineer:

Hethcoat & Davis, Inc.
278 Franklin Road, Suite 200
Brentwood, TN 37027
(615) 577-4300
(615) 577-4303 Fax

Cost of Contract Documents is \$50.00 and is non-refundable. Contract documents will be issued in PDF format. No paper copies will be provided. Checks shall be made payable to Hethcoat & Davis, Inc.

1.02 PRE-BID CONFERENCE

- A. A pre-bid conference will be held at the Owner's office located at 5211 Maryland Way, Brentwood, TN 37027. Date and time of the pre-bid conference is Tuesday, June 18, 2019 at 10:30 A.M. Attendance is not mandatory but is strongly encouraged.

1.03 BID DATE

- A. Bids are due on Thursday June 27, 2019 at 2:30 PAM local time at which time they will be opened and publically read aloud. Bid opening will be held at the Owner's office located at 5211 Maryland Way, Brentwood, TN 37027.

1.04 QUALIFICATIONS OF BIDDER

- A. The apparent low bidder will be required to submit the following information to the Owner within seven (7) days after the bid opening.
1. Letter of Good Standing from:
 - a. Bidder's bonding company
 - b. Bidder's material supplier proposed for this project
 2. Resumes for key personnel proposed to work on this project.
 3. Reference list to include at least five (5) projects of similar scope which have been completed in the past two (2) years. Provide the following for each project:

- a. Title and brief description of project.
- b. Date of project.
- c. Project value (\$).
- d. Name and contact information for Owner's project manager.
- e. Name and contact information for Engineer of Record.

Owner reserves the right to request additional information from bidder. The Owner will review the provided information and any other information available to Owner/Engineer in order to determine the ability of the bidder to perform the work.

B. AWARD OR REJECTION OF BIDS

1. The Owner reserves the right to reject any bidder if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

1.05 BID FORM AND BID SUBMITTAL

- A.** In order to receive consideration, make all bids in strict accordance with the following:
1. Make bid upon the forms provided therefor, properly executed and with all items filled out.
 2. Do not change the wording of the Bid Form, and do not alter the Bid Form.
 3. Unauthorized conditions, limitation, or provisions attached to the proposal shall be cause for rejection of the proposal.
 4. Telegraphic bid or telegraphic modification of bid will not be considered.
 5. Bids received after time specified for receiving them will not be considered.
 6. Late bids will be returned to the sender unopened.
 7. Each bid shall be addressed to the Owner, and shall be delivered to the Owner at the address given in the Invitation to Bid on or before the day and hour set for receiving bids.
 8. Each bid shall be enclosed in a sealed envelope bearing the title of the Work, the name of the Bidder and address, Bidder's license number, classification of license, limits of classification, States in which licensed and expiration date, and the date and hour of bid opening. Failure to include appropriate data as required by State Law or incomplete data will be cause for rejection of the bid.
 9. It is the sole responsibility of bidder to see that his bid is received on time.

10. Bids received from Bidders who have obtained Contract Documents without payment of the Plan Deposit to Hethcoat & Davis, Inc. will not be considered.

Bidders are cautioned that, in order to be considered responsive, a complete bid for the project including unit prices and the specified allowances must be submitted. A bid for less or with exceptions or clarifications will not be considered responsive.

1.06 BONDS AND CERTIFICATES

A. BID BONDS

1. All bids must be accompanied by either a cashier's check drawn on a Tennessee bank or a Bid Bond executed by a surety company, duly authorized and qualified to make such bonds in the state of Tennessee, in an amount not less than five percent (5%) of the proposed capital cost submitted.
2. All Bid Bonds shall be in the form referenced the Project manual.
3. The successful Bidder's bond will be retained until he has signed the Contract and furnished the required labor and material payment and Performance Bond.
4. The Owner reserves the right to retain the bond of the next lowest Bidder until the lowest Bidder enters into contract or until 60 days after Bid Opening, whichever is shorter.
5. All other Bid Bonds will be returned as soon as practical.
6. If any bidder refuses to enter into a Contract, the Owner will retain his Bid Bond as liquidated damages but not as a penalty.

B. OTHER BONDS

1. Prior to signing the Contract, the Owner will require the selected Contractor to secure and post a Labor and Materials Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Sum, and each on forms referenced in the Project Manual.
2. All such bonds shall be issued by Surety acceptable to the Owner. Include the costs of all such bonds in the proposed Contract Sum.

C. CERTIFICATES

1. The Drug Free Workplace Affidavit that is included in the project manual must be executed and submitted with the bid.
2. The Illegal Immigrants Statement of Compliance Certificate that is included in the project manual must be executed and submitted with the bid.
3. The Iran Divestment Act Compliance Certificate that is included in the project manual must be executed and submitted with the bid.

1.07 PRIOR TO BID

- A. EXAMINATION OF PROJECT MANUAL
 - 1. Before submitting a Bid, each Bidder shall carefully examine the Project Manual and all other proposed Contract Documents, and visit the site of the work.
 - 2. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed, and he shall include in his Bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Contract Documents.
 - 3. Allowance will not be made to any Bidder because of lack of such examination or knowledge.
 - 4. The submission of a Bid will be constructed as conclusive evidence that the Bidder has made such examination.
- B. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING
 - 1. If any person contemplating submitting a Bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, he may submit to the Engineer a written request via facsimile for interpretation thereof not later than three days before Bids are specified to be received.
 - a) The person submitting the request shall be responsible for its prompt delivery.
 - b) Interpretation or correction of proposed Contract Documents will be made only by Addendum, and will be mailed or delivered to each bidder of record.
 - c) Addendums will be issue no later than 48 hours prior to bid opening date as required by State Law. After that time, no addendum will be issued.
 - d) The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.08 BIDS

- A. WITHDRAWAL OF BIDS
 - 1. Any Bidder may withdraw his Bid, either personally or by written request, received by the Engineer at any time prior to scheduled time for receiving bids.
 - 2. Bidder cannot withdraw his Bid for a period of 60 days after the date set for receiving thereof.
 - 3. Each Bid shall be subject to acceptance by the Owner during this period.

1.09 EXECUTION OF AGREEMENT

- A. The form of Agreement which the successful Bidder, as Contractor, will be required to execute is referenced in the Project Manual. The Standard Form of Agreement between Owner and Contractor on the basis of a stipulated price, as prepared by the EJCDC.
- B. The Bidder to whom the contract is awarded by the Owner shall, within 15 days after notice of award and receipt of Agreement forms from the Owner and Contractor, sign and deliver to the Owner all required copies of the contract.
- C. The Bidder to whom the contract is awarded by the Owner shall receive two (2) sets of Construction Documents.
- D. At or prior to delivery of the signed Agreement, the Contractor shall deliver to the Owner the Labor and Materials Payment Bond, the Performance Bond, and the policies of insurance or insurance certificates as required by the Contract Documents.
- E. All bonds and policies of insurance must be approved by the Owner before the successful Bidder can proceed with the work.
- F. Failure or refusal to furnish bonds or insurance policies or certificates in a form satisfactory to the Owner and in a timely manner, shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

1.10 CONTRACT TIMES

- A. Contractor agrees that the work will be completed and ready for final payment in accordance with Paragraph 12.2 of the General Conditions directed after the date the Contract Time commences to run. The time to substantial completion shall be 170 calendar days and the time to final completion shall be an additional 10 calendar days for a total of 180 calendar days.

1.11 BASIS OF PAYMENT

- A. Basis of payment to the Contractor will be made only for the actual quantities of the several pay items of the Work performed at the Contract Unit Prices bid in the Bid Proposal, in accordance with the Specification, as finally determined from actual measurements made during the progress or after completion of the Work. Measurement for payment of Unit Prices shall be as set forth in Section 01026 in these Specifications. Upon completion of the work, the Contract Unit Prices will still prevail except as otherwise provided. The Contractor will not be allowed to make claim for anticipated levels of work and levels of profit for this Work.

1.12 ASPHALT/FUEL INDEX ADJUSTMENT

- A. The Owner will make **NO** consideration for adjustment in contract values related to fuel or asphalt. Contractor shall prepare his bid accordingly and make appropriate adjustment for fluctuation in these prices. Bid prices for asphalt will hold throughout the life of the project.

END OF SECTION

CONTRACTOR'S IDENTIFICATION

This form or the information contained herein on this form shall be included on the cover of the sealed envelope containing the Bid. Failure to provide this information completely on the sealed envelope will be considered a non-responsive Bid.

Sealed Bid Submitted To: City of Brentwood, TN Project: Moore's Lane 8-Inch Force Main Replacement Date and Time of Bid Opening: <u>Thursday, June 27, 2019 at 2:30 PM</u>	
<u>BIDDER:</u> Name: _____ Address: _____ _____ TN License No.: _____ Expiration Date: _____ Monetary Limit: _____ Classification: _____	<i>Complete the following for all applicable Electrical, Plumbing, HVAC, and Masonry Subcontractors:</i> <div style="border: 1px solid black; padding: 2px; text-align: center; margin-bottom: 5px;"><u>Plumbing</u></div> Subcontractor: _____ TN License No.: _____ Expiration Date: _____ Classification: _____ <div style="border: 1px solid black; padding: 2px; text-align: center; margin-bottom: 5px;"><u>HVAC</u></div> Subcontractor: _____ TN License No.: _____ Expiration Date: _____ Classification: _____ <div style="border: 1px solid black; padding: 2px; text-align: center; margin-bottom: 5px;"><u>Electrical</u></div> Subcontractor: _____ TN License No.: _____ Expiration Date: _____ Classification: _____ <div style="border: 1px solid black; padding: 2px; text-align: center;"><u>Masonry</u></div> Subcontractor: _____ TN License No.: _____ Expiration Date: _____ Classification: _____
<u>Subcontractors to be used on this Project: (or Bidder, if Bidder is to perform the work)</u> <ul style="list-style-type: none"> <i>If any work, regardless of dollar value, is required for subcontractor category, list that subcontractor that will perform that work. Or, if Bidder will perform work in a category with Bidder's own forces, fill in Bidder's name as subcontractor.</i> <i>If no work is required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable)</i> <i>If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written in the license number row, but still write in the name.</i> 	

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF: Tennessee

COUNTY OF: Overton

The undersigned, principal officer of W & O Construction Company, Inc., an employer of five (5) or more employees contracting with City of Brentwood government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of W & O Construction Company, Inc. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

R. L. Oakley, Jr.
Principal Officer

STATE OF Tennessee

COUNTY OF Overton

Before me personally appeared R. L. Oakley, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained. Witness my hand and seal at office this 27th day of June, 2019.

Donna Elder
Notary Public



My commission expires: 8-4-2019

**STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that W & O Construction Company, Inc.
Have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

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

Signed: _____

R. L. Oakley *ON*

State of Tennessee)

) ss

County of Overton)

Personally appeared before me, Donna Elder the undersigned Notary Public, R. L. Oakley, Jr., the within named bargainor, with whom I am personally acquainted, and known to me to be the President ~~Owner~~ ~~Partner~~ (as applicable) of the W & O Construction Company, Inc., Corporation, ~~Partnership~~ ~~Sole Proprietorship~~ (as applicable) and acknowledged to me that he executed the foregoing document for the purposed recited therein.

Witness my hand, at office, this 27th day of June, 2019

Donna Elder

Notary Public

My commission expires 8-4-2019



**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

R. L. Oakley, Jr.

Printed Respondent Name Printed Name of Authorized Official

R. L. Oakley, Jr.
Signature of Authorized Official

STATE OF Tennessee

COUNTY OF Overton

Before me personally appeared R. L. Oakley, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 27th day of June, 2019.

Donna Elder
Notary Public

My commission expires: 8-4-2019



**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 Overton)

Affiant, R. L. Oakley, Jr., deposes and makes oath
that:

1. He or she is the President (title, if applicable) of W & O Construction Company, Inc.,
(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.

R. L. Oakley, Jr.
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed to before me this 27th day of June, 2019

Donna Elder
Notary Public



My Commission Expires: 8-4-2019

SECTION 00300

BID FORM - REVISED BY ADDENDUM NO. 3

TO: Mr. Chris Milton
Water Services Director
City of Brentwood
Brentwood, TN 37027

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to construction of:

Moore's Lane 8-Inch Force Main Replacement

Including Addenda One (1) dated 6-3-19, Two (2) dated 6-10-19, Three (3) dated 6-24-19

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all work required to construct and complete said Work in accordance with the Contract Documents, for the following sum of money:

2. I understand that the Owner reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its receiving.
3. The Bidder, if awarded a contract, hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed from the Owner.
4. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty days after the date set for the receiving of this bid, or at any other time thereafter before it is withdrawn, the undersigned shall execute and deliver the Contract Documents to the Owner in accordance with this Bid as accepted, and will also furnish and deliver to the Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within fifteen days after personal delivery or after deposit in the mail of the notification of acceptance of this Bid.
5. Bidder hereby agrees to commence work under this contract on or before date to be specified in written "Notice to Proceed" of the Owner. Overall Contract time will be for 170 calendar days for Substantial Completion and 180 calendar days for Final Completion. The Bidder also acknowledges and agrees to the Owner's right to assess liquidated damages in the amount of \$600.00 for each consecutive calendar day thereafter in accordance with Article 4.03 of the Contract.
6. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth in Item #7 below.
7. The names of all persons interested in the attached Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.)

W & O Construction Company, Inc. Tennessee

R. L. Oakley, Jr., President

Angela G. Hite, Secretary

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.


The Bidder acknowledges by his signature that he agrees to requirements contained in the Advertisement for Bid and the Instruction to Bidders and, that should he fail to execute a Contract with the Owner, should the Owner award said Contract to him, that the Owner may rightfully collect the sum of the Bid Bond.




The required Bid Bond is attached to this Bid in the amount of \$ Five Percent (5%)

In the event upon written notice of acceptance of this Bid, Bidder will execute the formal Contract within 15 days and deliver Bonds as required by Article 5 of the General Conditions. The Bid Security is to become the property of the Owner in the event the Contract and Bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder agrees to perform all work described in the Contract Documents for the following Bid Prices.

BASE BID - Moores Lane 8-Inch Force Main Replacement

Items shaded  have been changed or added in this revised bid form.

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
1.	8-inch C900, DR 25, PVC Force Main, inside roadway complete including fittings, locator tape, detector wire, bedding, backfill, testing and concrete kickers.		LF	\$ 122.00	\$ 253,150.00
2.	8-inch C900, DR 25, PVC Force Main, outside roadway complete including fittings, locator tape, detector wire, bedding, backfill, testing and concrete kickers.	2,650	LF	\$ 102.00	\$ 270,300.00
3.	6-inch temporary bypass force main (sewer flow control), complete including furnishing, installing, and removal of all HDPE pipe, HDPE fittings and connections	1	Lump sum	\$ 68,000.00	\$ 68,000.00
4.	2" Air Release Valve Assembly, complete	1	EA	\$ 7,000.00	\$ 7,000.00
5.	Connection of New Force main to existing 6-inch Force Main	1	EA	\$ 11,000.00	\$ 11,000.00
6.	Connect New Force Main to Existing Sanitary Manhole w/Internal Drop Connection including MH Epoxy Re-lining	1	EA	\$ 12,000.00	\$ 12,000.00
7.	8" Full Port Plug Valve including valve box	2	EA	\$ 4,000.00	\$ 8,000.00
8.	Concrete Curb & Gutter Repair At Crockett Springs Trail		LF	\$ 52.00	\$ 2,600.00
9.	Seeding	4,800	LF	\$ 8.00	\$ 38,400.00
10.	Paving Repair - 2-inch 411E Asphalt Surface including tack coat		SY	\$ 22.00	\$ 23,100.00

11.	Paving Repair - 4-inch 307B Mod Asphalt Binder including prime coat		SY	\$ 48.00	\$ 31,200.00
12.	Asphalt Cold Plane Milling		Inch of depth/SY	\$ 6.00	\$ 5,700.00
14.	Erosion Control - Silt Fence and/or Straw Wattles	3,000	LF	\$ 7.00	\$ 21,000.00
15.	Erosion Control	1	Lump Sum	\$ 20,000.00	\$ 20,000.00
16.	Special Concrete Cart Path Replacement	250	LF	\$ 50.00	\$ 12,500.00
17.	Traffic Control & Signage	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
18.	Mobilization and Bonds	1	Lump Sum	\$ 15,000.00	\$ 15,000.00
19.	Pre-construction Video	1	Lump Sum	\$ 5,000.00	\$ 5,000.00
	Permit/Work Allowance for				
20.	Replacement where directed by Owner/Engineer	1	Lump Sum	\$ 10,000.00	\$ 10,000.00
21.	Work Change Directive Allowance where directed & approved by Owner/Engineer	1	EA	\$40,000.00	\$40,000.00

TOTAL BASE BID 884,350.00

(figures)

Eight Hundred Eighty Four Thousand Three Hundred Fifty Dollars and No Cents
(words)

The above unit prices shall include all labor, equipment, fuel, materials, shoring, removal, disposal, overhead, profit, insurance, other applicable taxes and fees, etc., to cover the finished work as shown on plans and detailed in specifications.

Payment for work performed will be in accordance with the Bid Schedule, subject to changes provided for in the construction contract.

NAME OF FIRM: W & O Construction Company, Inc.

ADDRESS: 150 Construction Drive

CITY: Livingston STATE: TN ZIP: 38570

TELEPHONE: 931-403-1000 FACSIMILE: 931-403-3888

LICENSE #: 8039 LICENSE EXPIRATION DATE: 1-31-21

LICENSE CLASSIFICATION: BC;HRA-C,HRA-E; MU-A; MU-B; MU-C

SIGNED:  TITLE: President

PRINTED NAME: R. L. Oakley, Jr.

EMAIL: rlOakley@wocc.com

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

NAME OF PROPOSED PAVING SUBCONTRACTOR Pavement Restorations, Inc.

END OF BID FORM

This page is left intentionally blank.

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we W & O Construction Company Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

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

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

as Obligee, hereinafter called the Obligee, in the sum of 5% of Bid Dollars (\$5% of bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Moores Lane 8" Force Main Replacement

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

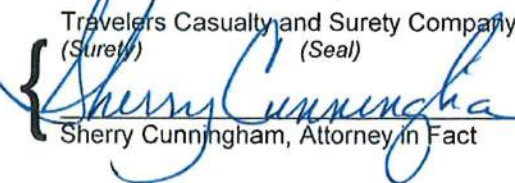
Signed and sealed this 27th day of June, 2019.


(Witness)


(Witness)

W & O Construction Company Inc..
(Principal)

(Title)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

Sherry Cunningham, Attorney in Fact (Title)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sherry Cunningham** of **COOKEVILLE Tennessee**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of June, 2019



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

NOTICE OF AWARD

Date of Issuance:

Owner: City of Brentwood, TN

Owner's Contract No.:

Engineer: Hethcoat & Davis, Inc.

Engineer's Project No.: 1052-11

Project: Moores Lane 8-Inch Force Main Replacement

Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Moores Lane 8-Inch Force Main Replacement.

The Contract Price of the awarded Contract is: \$ []

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., *performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Brentwood, TN

Authorized Signature

By:

Title:

Copy: Engineer

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

THIS AGREEMENT is by and between _____ ("Owner") and
W & O Construction Co., LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Moore's Lane 8-Inch Force Main Replacement

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 170 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

1. Substantial Completion: Contractor shall pay Owner \$600.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$600.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

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

A. ~~For all Work other than Unit Price Work, a lump sum of: \$ substantial.~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. 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 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. Bid Bond (pages 1 to 2, inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 8, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 13 sheets with each sheet bearing the following general title: Moore's Lane 8-Inch Force Main Replacement.
 - 9. Addenda (numbers to , inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).
 - b. Documents submitted by Contractor prior to Notice of Award (pages to inclusive)
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

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

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

1. The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.

OWNER: City of Brentwood, TN

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

WFO Construction Co., Inc.

R. O. Oakley Jr.

President

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Angela H. Hite

Secretary

Address for giving notices:

Address for giving notices:

5211 Maryland Way

Brentwood, TN 37027

150 Construction Drive
Livingston, TN 38570

License No.: _____

8039

(where applicable)

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

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

NOTICE TO PROCEED

Owner: City of Brentwood, TN

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: Hethcoat & Davis, Inc.

Engineer's Project No.: 1052-52

Project: Moores Lane 8-Inch Force Main
Relocation

Contract Name:

Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____], and the date of readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: **City of Brentwood, TN**

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR (name and address):

W & O Construction Co., Inc.
150 Construction Drive
Livingston, TN 38570

OWNER: City of Brentwood, TN
5211 Maryland Way
Brentwood, TN 37027

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

Travelers Casualty & Surety Company
of America
8 Corporate Centre
Franklin, TN 37067

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: 884,350.00

Description: Moores Lane 8-Inch Force Main Replacement

BOND

Bond Number: 106975291

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

Amount: 884,350.00

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

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

CONTRACTOR AS PRINCIPAL

W & O Construction Co., Inc. (seal)
Contractor's Name and Corporate Seal

By: R. L. Oakley, Jr.
Signature

R. L. Oakley, Jr.
Print Name

President
Title

Attest: Angela H. Hite
Signature

Secretary
Title

SURETY

Travelers Casualty & Surety Co. of America (seal)
Surety's Name and Corporate Seal

By: Sherry Cunningham
Signature (attach power of attorney)

Sherry Cunningham
Print Name

Power of Attorney (Attorney in fact)
Title

Attest: Lini Blaylock
Signature

Accounting
Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sherry Cunningham** of **COOKEVILLE**

Tennessee, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

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

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

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

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

14. Definitions

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

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):

W & O Construction Co., Inc.
150 Construction Drive
Livingston, TN 38570

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

Travelers Casualty & Surety Company
of America
8 Corporate Centre
Franklin, TN 37067

OWNER: City of Brentwood, TN, 5211 Maryland Way, Brentwood, TN 37027

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: 884,350.00

Description: Moores Lane 8-Inch Force Main Replacement

BOND

Bond Number: 106975291

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

Amount: 884,350.00

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

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

CONTRACTOR AS PRINCIPAL

W & O Construction Co., Inc. (seal)

Contractor's Name and Corporate Seal

By:

R. L. Oakley, Jr.
Signature

R. L. Oakley, Jr.

Print Name

President

Title

Attest:

Angelita Hite
Signature

Secretary
Title

SURETY

Travelers Casualty & Surety of America (seal)

Surety's Name and Corporate Seal

By:

Sherry Cunningham
Signature (attach power of attorney)

Sherry Cunningham

Print Name

Attorney In Fact

Title

Attest:

Levi Black
Signature

Accounting
Title

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

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



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sherry Cunningham** of **COOKEVILLE Tennessee**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____

day of _____



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

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

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

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

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

16. Definitions

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

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

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

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

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

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

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

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

18. Modifications to this Bond are as follows:



City of Brentwood

5211 Maryland Way • Brentwood, TN 37027 • Phone (615) 371-0080
Mailing Address: P.O. Box 788 • Brentwood, TN 37024-0788

BID OPENING

MOORE's LN. SEWER FORCE MAIN REPLACEMENT PROJECT

Water Services Department

June 27, 2019 @ 2:00 p.m., City Hall

W & O Construction Co., Inc.	\$ 884,350.00
SBW Constructors, LLC	\$ 889,750.00
Garney Companies	\$ 931,090.00
Pinnacle Construction	\$ 999,575.00
Cunningham Construction	\$ 1,120,925.00
Hawkins & Price	\$ 1,180,671.20

Moores Lane 8-inch Force Main Replacement
City of Brentwood Water Services, Brentwood, Tennessee
H & D Project No. 1052-11
Bid Date: Thursday, June 27, 2019 at 2:30 p.m. local time

BID TABULATION

Base Bid - Addendum No. 3				W & O Construction Company, Inc Livingston, Tennessee #: 8039		SBW Constructors, LLC Tennessee Cottontown, License #: 67157		Garney Companies, Inc. Nashville, Tennessee License #: 23798		Pinnacle Constructors Inc. Murfreesboro, Tennessee License #: 70344		Cunningham Construction Tennessee Nashville, License #: 00037226		Hawkins & Price, LLC Wartrace, Tennessee License #: 49087	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	8-inch C900, DR 25, PVC Force Main, inside roadway complete including fittings, locator tape, detector wire, bedding, backfill, testing and concrete kickers.	2,075	LF	\$ 122.00	\$ 253,150.00	\$ 119.00	\$ 246,925.00	\$ 130.00	\$ 269,750.00	\$ 142.00	\$ 294,650.00	\$ 155.00	\$ 321,625.00	\$ 177.15	\$ 367,586.25
2	8-inch C900, DR 25, PVC Force Main, outside roadway complete including fittings, locator tape, detector wire, bedding, backfill, testing and concrete kickers.	2,650	LF	\$ 102.00	\$ 270,300.00	\$ 85.00	\$ 225,250.00	\$ 85.00	\$ 225,250.00	\$ 101.00	\$ 267,650.00	\$ 115.00	\$ 304,750.00	\$ 139.75	\$ 370,337.50
3	8-inch temporary bypass force main (sewer flow control), complete including furnishing, installing, and removal of all HDPE pipe, HDPE fittings and connections	1	Lump Sum	\$ 68,000.00	\$ 68,000.00	\$ 80,000.00	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00	\$ 60,000.00	\$ 60,000.00	\$ 138,000.00	\$ 138,000.00	\$ 40,225.00	\$ 40,225.00
4	2" Air Release Valve Assembly, complete	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 12,500.00	\$ 12,500.00	\$ 7,745.00	\$ 7,745.00
5	Connection of New Force Main to Existing 8-inch Force Main	1	EA	\$ 11,000.00	\$ 11,000.00	\$ 3,825.00	\$ 3,825.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,600.00	\$ 3,600.00
6	Connect New Force Main to Existing Sanitary Manhole w/Internal Drop Connection including MH Epoxy Re-lining	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 11,500.00	\$ 11,500.00	\$ 15,000.00	\$ 15,000.00	\$ 4,500.00	\$ 4,500.00	\$ 12,000.00	\$ 12,000.00	\$ 7,690.00	\$ 7,690.00
7	8" Full Port Plug Valve including valve box	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 3,500.00	\$ 7,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,940.00	\$ 7,880.00
8	Concrete Curb & Gutter Repair At Crockett Springs Trail	50	LF	\$ 52.00	\$ 2,600.00	\$ 50.00	\$ 2,500.00	\$ 80.00	\$ 4,000.00	\$ 82.50	\$ 4,125.00	\$ 50.00	\$ 2,500.00	\$ 113.00	\$ 5,650.00
9	Seeding	4,800	LF	\$ 8.00	\$ 38,400.00	\$ 10.00	\$ 48,000.00	\$ 2.50	\$ 12,000.00	\$ 15.00	\$ 72,000.00	\$ 8.00	\$ 38,400.00	\$ 13.00	\$ 62,400.00
10	Paving Repair - 2-inch 411E Asphalt Surface including tack coat	1,050	SY	\$ 22.00	\$ 23,100.00	\$ 24.00	\$ 25,200.00	\$ 60.00	\$ 63,000.00	\$ 63.00	\$ 66,150.00	\$ 28.00	\$ 29,400.00	\$ 63.00	\$ 66,150.00
11	Paving Repair - 4-inch 307B Mod Asphalt Binder including prime coat	650	SY	\$ 48.00	\$ 31,200.00	\$ 55.00	\$ 35,750.00	\$ 65.00	\$ 42,250.00	\$ 67.00	\$ 43,550.00	\$ 90.00	\$ 58,500.00	\$ 67.00	\$ 43,550.00
12	Asphalt Cold Plane Milling	950	Inch of depth/SY	\$ 6.00	\$ 5,700.00	\$ 5.00	\$ 4,750.00	\$ 7.60	\$ 7,220.00	\$ 8.00	\$ 7,600.00	\$ 7.00	\$ 6,650.00	\$ 8.25	\$ 7,837.50
13	Casting Adjustment	12	EA	\$ 450.00	\$ 5,400.00	\$ 525.00	\$ 6,300.00	\$ 435.00	\$ 5,220.00	\$ 800.00	\$ 9,600.00	\$ 300.00	\$ 3,600.00	\$ 1,310.00	\$ 15,720.00
14	Erosion Control - Silt Fence and/or Straw Wattles	3,000	LF	\$ 7.00	\$ 21,000.00	\$ 3.50	\$ 10,500.00	\$ 2.50	\$ 7,500.00	\$ 3.50	\$ 10,500.00	\$ 5.00	\$ 15,000.00	\$ 4.80	\$ 14,400.00
15	Erosion Control	1	Lump Sum	\$ 20,000.00	\$ 20,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 14,150.00	\$ 14,150.00
16	Special Concrete Cart Path Replacement	250	LF	\$ 50.00	\$ 12,500.00	\$ 170.00	\$ 42,500.00	\$ 135.00	\$ 33,750.00	\$ 143.00	\$ 35,750.00	\$ 100.00	\$ 25,000.00	\$ 181.00	\$ 45,250.00
17	Traffic Control & Signage	1	Lump Sum	\$ 25,000.00	\$ 25,000.00	\$ 37,500.00	\$ 37,500.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
18	Mobilization and Bonds	1	Lump Sum	\$ 15,000.00	\$ 15,000.00	\$ 30,750.00	\$ 30,750.00	\$ 45,000.00	\$ 45,000.00	\$ 35,000.00	\$ 35,000.00	\$ 45,000.00	\$ 45,000.00	\$ 18,000.00	\$ 18,000.00
19	Pre-construction Video	1	Lump Sum	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 650.00	\$ 650.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
20	Landscape Allowance for Approved Landscape Replacement where directed by Owner/Engineer	1	Lump Sum	\$10,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
21	Work Change Directive Allowance where directed & approved by Owner/Engineer	1	EA	\$40,000.00	\$ 40,000.00	\$40,000.00	\$ 40,000.00	\$40,000.00	\$ 40,000.00	\$40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$40,000.00	\$ 40,000.00
Total Base Bid				\$ 884,350.00		\$ 889,750.00		\$ 931,090.00		\$ 999,575.00		\$ 1,120,925.00		\$ 1,180,671.25	

I do hereby certify this to be a true and correct representation of the bids.


Keith Davis, PE





June 28, 2019

File No. 1052-11

Mr. Chris Milton, Water Services Director
City of Brentwood
PO Box 788
Brentwood TN 37024

**RE: Recommendation of Award
Moores Lane 8-inch Force Main Replacement**

Dear Mr. Milton:

On Thursday, June 27, 2019 at 2:30 PM, six (6) separate sealed bids were received for the subject project. The bidders appear to have complied with the Tennessee Licensing Board for General Contractors requirements for submission of a competitively bid project.

A breakdown of the bids is included in the attached Bid Tabulation.

W&O Construction Co., Inc. with a bid of \$884,350.00, was the lowest responsive bidder. No bid errors were noted and all bidders submitted the required documentation with their bids.

We feel W&O Construction Co., Inc. is capable of completing the work as intended and that the bid price is fair and reasonable. Therefore, Hethcoat and Davis, Inc., recommends award of the project to W&O Construction Co., Inc. with a bid of \$884,350.00.

Please contact me if you have any questions or need additional information.

Sincerely,

Keith Davis, PE

Enclosure: Bid Tabulation

Copy: H&D File 1052-11

Water Services
Moore's Ln. Sewer Force Main
Replacement Project
CIP - #16700-8039



Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Resolution 2019-83 - Approval of Agreement with JSJ Construction, LLC for Devens Dr. Water Line Replacement Project

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Resolution 2019-83 - Approval of Agreement with JSJ Construction, LLC for Devens Dr. Water Line Replacement Project.

Background

The Water Services Department's FY 2020-2025 Capital Improvements Plan, Annual Pipe Replacement & Renewal Program includes funding for planned, incremental replacement of aging water lines throughout the water distribution system in order to maintain the highest level of distribution service, reduce maintenance costs and avoid significant future capital costs. This program is not intended to provide for increases to capacity. Projects are identified using the department's asset management and geographical information system which aides in tracking features such as asset age, maintenance cost and historical performance.

The scope of work identified for this project includes replacing approximately 6,100 feet of 6-inch water pipe along Devens Drive between Knox Valley and Wikle Rd. East, including all cul-de-sacs along the Devens Drive route. The work includes, as is typical for a neighborhood renewal project of this type, replacing customer service lines and meters, valves and fire hydrants. See the attached site map for route.

On June 27, 2019 Water Services Department and Finance Department staff publicly opened construction bids for the aforementioned work. The City received eight competitive bids ranging from a low bid of \$1,338,520 to a high bid of \$2,995,100. JSJ Construction, LLC of Springfield, Tennessee submitted the low bid. JSJ has completed numerous projects of similar scope, including a very similar project for neighboring Mallory Valley Utility District that included replacing water piping in a Brentwood neighborhood and therefore is considered competent to complete this project.

The department's budget and engineer's estimate for this project was established as \$900,000. The low bid amount submitted is \$438,520 over the project estimate and budget. In discussing with contractors post bid, there seemed to be a concern over the limited work space along the route and potential for significant amount of rock to be

excavated which appears to be the primary rational for the higher pricing. The Finance Department evaluated the additional cost impact on the overall Water and Sewer fund and found the overage could be absorbed with little overall impact to operating reserves and debt service coverage levels per the Department's policy.

Therefore, since the project is needed and staff is committed to save where possible during construction, we are recommending the award with JSJ Construction in the amount not to exceed their low bid of \$1,338,520. This does include a \$50,000 contingency allowance. Attached is the project engineer's letter of recommendation, a detailed bid tabulation, and site map for your information.

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

Staff Recommendation

Staff recommends approval.

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : \$1,338,520

Source of Funds: Water & Sewer Fund

Account Number: 412-16700-8053

Fiscal Impact:

Attachments

Resolution 2019-83

Contract No. 2019-093

Bid Summary

Engineer's Recommendation

Detailed Bid Tabulation

Project Site map

Asset Mgt., Line Break Data

RESOLUTION 2019-83

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND JSJ CONSTRUCTION, LLC FOR DEVEN'S DRIVE WATER LINE REPLACEMENT PROJECT, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and JSJ Construction, LLC for Deven's Drive water line replacement project, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

SECTION 00300**BID FORM – ADDENDUM #1**

TO: Mr. Chris Milton
 Water Services Director
 City of Brentwood
 Brentwood, TN 37027

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to construction of:

Devens Drive Water Line Replacement

Including Addenda 1 6-24-19

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all work required to construct and complete said Work in accordance with the Contract Documents, for the following sum of money:

2. I understand that the Owner reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its receiving.
3. The Bidder, if awarded a contract, hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed from the Owner.
4. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty days after the date set for the receiving of this bid, or at any other time thereafter before it is withdrawn, the undersigned shall execute and deliver the Contract Documents to the Owner in accordance with this Bid as accepted, and will also furnish and deliver to the Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within fifteen days after personal delivery or after deposit in the mail of the notification of acceptance of this Bid.
5. Bidder hereby agrees to commence work under this contract on or before date to be specified in written "Notice to Proceed" of the Owner. Overall Contract time will be for 180 calendar days for Substantial Completion and 210 calendar days for Final Completion. The Bidder also acknowledges and agrees to the Owner's right to assess liquidated damages in the amount of \$600.00 for each consecutive calendar day thereafter in accordance with Article 4.03 of the Contract.
6. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth in Item #7 below.
7. The names of all persons interested in the attached Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.)

James Rich

JSJ Construction LLC

3995 Memorial Blvd

Springfield, TN 37172

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

The Bidder acknowledges by his signature that he agrees to requirements contained in the Advertisement for Bid and the Instruction to Bidders and, that should he fail to execute a Contract with the Owner, should the Owner award said Contract to him, that the Owner may rightfully collect the sum of the Bid Bond.

The required Bid Bond is attached to this Bid in the amount of \$ 5% Total Amount Bid.

In the event upon written notice of acceptance of this Bid, Bidder will execute the formal Contract within 15 days and deliver Bonds as required by Article 5 of the General Conditions. The Bid Security is to become the property of the Owner in the event the Contract and Bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder agrees to perform all work described in the Contract Documents for the following Bid Prices.

BASE BID – Devens Drive Water Line Replacement

Addendum #1

Shaded items have been changed or added from previous Bid Form.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1.	Pre-Construction Video	1	LS	\$ <u>3,500</u>	\$ <u>3,500</u>
2.	6" CI 52 DIP Water Line including restrained joints where required (Open-cut Installation – outside pavement)	4,550	LF	\$ <u>71</u>	\$ <u>323,050</u>
3.	6" CI 52 DIP Water Line including restrained joints where required (Open-cut installation – inside pavement including driveways)	1,550	LF	\$ <u>92</u>	\$ <u>142,600</u>
4.	Ductile Iron Fittings	2,500	Lbs.	\$ <u>2</u>	\$ <u>5,000</u>
5.	6" Mega-lug restraint devices	130	EA	\$ <u>50</u>	\$ <u>6,500</u>
6.	6" Gate Valve with Valve Box	12	EA	\$ <u>1,250</u>	\$ <u>15,000</u>
7.	1" Air Release Valve Assembly	2	EA	\$ <u>1,300</u>	\$ <u>2,600</u>
8.	1" PEX Service Line installed by open-cut	900	LF	\$ <u>26</u>	\$ <u>23,400</u>
9.	1" PEX Service Line Bored Under Pavement	1,300	LF	\$ <u>34</u>	\$ <u>44,200</u>
10.	Connection to Existing Water Line, Station 0+00, complete	1	LS	\$ <u>6,400</u>	\$ <u>6,400</u>
11.	Connection to Existing Water Line, Station 35+50 North, complete	1	LS	\$ <u>6,400</u>	\$ <u>6,400</u>
12.	Connection to Existing Water Line, Station 35+50 West, complete	1	LS	\$ <u>6,400</u>	\$ <u>6,400</u>

13.	Reconnect new service lines, new meter setter, new meter box, and reinstall existing meter	60	EA	\$ <u>1,075</u>	\$ <u>64,500</u>
14.	Removal of existing meter box and site restoration	60	EA	\$ <u>50</u>	\$ <u>3,000</u>
15.	Cut and Cap Existing Water Line	4	EA	\$ <u>1,400</u>	\$ <u>5,600</u>
16.	Fire Hydrant Assembly including hydrant tee, and 6" Gate Valve with Valve Box	12	EA	\$ <u>4,700</u>	\$ <u>56,400</u>
17.	Removal of Existing Valve and Valve Box, including site restoration	12	EA	\$ <u>235</u>	\$ <u>2,820</u>
18.	Removal of Existing Hydrant, including site restoration	12	EA	\$ <u>1,200</u>	\$ <u>14,400</u>
19.	Roadway Pavement Trench Repair (6" of B-Mod Binder)	400	SY	\$ <u>85</u>	\$ <u>34,000</u>
20.	Surface Roadway Overlay (2" of 411E Surface)	8,100	SY	\$ <u>19</u>	\$ <u>153,900</u>
21.	Cold Plane Milling	8,100	SY	\$ <u>4</u>	\$ <u>32,400</u>
22.	Concrete Driveway Repair	2,300	SF	\$ <u>12.35</u>	\$ <u>28,405</u>
23.	Exposed Aggregate Driveway Repair	11,000	SF	\$ <u>13.50</u>	\$ <u>148,500</u>
24.	Asphalt Driveway Repair	200	SY	\$ <u>70</u>	\$ <u>14,000</u>
25.	Extruded Curb Replacement	2,800	LF	\$ <u>9.50</u>	\$ <u>26,600</u>
26.	Curb and Gutter Replacement	150	LF	\$ <u>35</u>	\$ <u>5,250</u>
27.	Casting Adjustment	20	EA	\$ <u>500</u>	\$ <u>10,000</u>
28.	Seeding	4,550	LF	\$ <u>2.20</u>	\$ <u>10,010</u>
29.	Silt Fence	4,550	LF	\$ <u>2.70</u>	\$ <u>12,285</u>
30.	Straw Wattles at Storm Inlets	20	EA	\$ <u>470</u>	\$ <u>9,400</u>

31.	Fencing for R.O.W.	2,000	LF	\$ <u>2</u>	\$ <u>4,000</u>
32.	Erosion Control	1	LS	\$ <u>2,000</u>	\$ <u>2,000</u>
33.	Traffic Control & Signage	1	LS	\$ <u>21,000</u>	\$ <u>21,000</u>
34.	Mobilization & Bonds	1	LS	\$ <u>25,000</u>	\$ <u>25,000</u>
35.	Allowance for Approved Work Directives Where Directed by Owner and Engineer	1	LS	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
36.	Landscape Allowance for Approved Landscape Replacement Where Directed by Owner and Engineer	1	LS	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>

TOTAL BASE BID

\$ 1,338,520
(figures)

One Million Three Hundred Thirty Eight Thousand Five Hundred Twenty
(words) Dollars

The above unit prices shall include all labor, equipment, fuel, materials, shoring, removal, disposal, overhead, profit, insurance, other applicable taxes and fees, etc., to cover the finished work as shown on plans and detailed in specifications.

Payment for work performed will be in accordance with the Bid Schedule, subject to changes provided for in the construction contract.

NAME OF FIRM: J S J Construction LLC
ADDRESS: 3995 Memorial Blvd
CITY: Springfield STATE: TX ZIP: 37172
TELEPHONE: 615-380-8253 FACSIMILE: 615-380-8267
LICENSE #: 67318 LICENSE EXPIRATION DATE: 11-30-19
LICENSE CLASSIFICATION: MU-A, MUC, MUD-1, HC-A, HC-B, HC-C, HC-D, HC-E, HRA

SIGNED:  TITLE: owner

PRINTED NAME: James Kirk

EMAIL: Jim@JSSConstruct.com

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

END OF BID FORM

BID BOND

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

BIDDER (Name and Address):

JSJ Construction, LLC
3995 Memorial Blvd.
Springfield, Tennessee 37172

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

Westfield Insurance Company
One Park Circle
Westfield Center, Ohio 44251

OWNER:

City of Brentwood, TN
5211 Maryland Way
Brentwood, TN 37027

BID

Bid Due Date: June 27, 2019

Description: Devens Drive Water Line Replacement

BOND

Bond Number: Not Applicable/Bid Bond

Date: June 27, 2019

Penal sum Five Percent of the Total Amount Bid (Words) \$ 5% of the Total Amount Bid (Figures)

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

BIDDER

JSJ Construction, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Westfield Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title

Account Manager

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/01/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4110812 07

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JAMES L. NOE, III, STEPHANIE RICHARDSON, ANDREW C. BENNETT, DEIDRE KITTREDGE, CRAIG M. WHITLOW, PAMELA D. PUSKARICH, JOINTLY OR SEVERALLY

of FRANKLIN and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MARCH A.D., 2017.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MARCH A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of June A.D., 2019.



Frank A. Carrino, Secretary

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DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TN
COUNTY OF Robertson


The undersigned, principal officer of JSJ Construction LLC
an employer of five (5) or more employees contracting with TN
government to provide construction services, hereby states under oath as
follows:

1. The undersigned is a principal officer of JSJ Construction LLC
(hereinafter referred to as the "Company"), and is duly authorized to execute this
Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which
requires each employer with no less than five (5) employees receiving pay who
contracts with the state or any local government to provide construction services
to submit an affidavit stating that such employer has a drug-free workplace
program that complies with Title 50, Chapter 9, of the *Tennessee Code*
Annotated.
3. The Company is in compliance with T.C.A. § 50-9-113.
Further affiant saith not.


Principal Officer

STATE OF Tennessee
COUNTY OF Robertson

Before me personally appeared JAMES M. Rich, with
whom I am personally acquainted (or proved to me on the basis of satisfactory
evidence), and who acknowledged that such person executed the foregoing
affidavit for the purposes therein contained. Witness my hand and seal at office
this 27 day of June, 2019


Notary Public

My commission expires: 3/6/2022



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**STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

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

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

Signed: _____

State of Tennessee)
County of Robertson) ss

Personally appeared before me, Michelle Goss the undersigned Notary Public, JAMES RICH, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the JSJ Construction, LLC, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposed recited therein.

Witness my hand, at office, this 27 day of June, 2019

Michelle Goss
Notary Public

My commission expires 3/6/2022



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**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

James Rich James Rich
Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

STATE OF Tennessee

COUNTY OF Robertson

Before me personally appeared James Rich, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 27 day of June, 2019

Michelle Goss
Notary Public

My commission expires: 3/6/2022



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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 TN)

County of Robertson) SS

Affiant, James Rich, deposes and makes oath that:

1. He or she is the owner (title, if applicable) of JSJ Construction LLC (legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]
(signature of Affiant)

owner
(title of Affiant)

Sworn and subscribed to before me this 27 day of June, 20 19

Michelle Goss
Notary Public



My Commission Expires: 3/6/2022

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BONDS EXECUTED IN FOUR (4) ORIGINAL COUNTERPARTS

PERFORMANCE BOND

CONTRACTOR (name and address):

JST CONSTRUCTION, LLC
3995 MEMORIAL BLVD.
SPRINGFIELD, TN 37172

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

WESTFIELD INSURANCE COMPANY
ONE PARK CIRCLE
WESTFIELD CENTER, OH 44251

OWNER: City of Brentwood, TN
5211 Maryland Way
Brentwood, TN 37027

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$1,338,520⁰⁰

Description: Devens Drive Water Line Replacement

BOND

Bond Number: 035267G

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

Amount: \$1,338,520⁰⁰

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

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

CONTRACTOR AS PRINCIPAL

JST Construction, LLC (seal)
Contractor's Name and Corporate Seal

By: [Signature]
Signature

James Rich
Print Name

owner
Title

Attest: [Signature]
Signature

Office Manager
Title

SURETY

WESTFIELD INSURANCE COMPANY (seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

PAMELA D. PUSKARICH
Print Name

ATTORNEY-IN-FACT
Title

Attest: [Signature]
Signature

ACCOUNT MANAGER
Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Definitions

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

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

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

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

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

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

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

16. Modifications to this Bond are as follows: **NONE.**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/01/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4110812 07

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JAMES L. NOE, III, STEPHANIE RICHARDSON, ANDREW C. BENNETT, DEIDRE KITTREDGE, CRAIG M. WHITLOW, PAMELA D. PUSKARICH, JOINTLY OR SEVERALLY

of FRANKLIN and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MARCH A.D., 2017.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MARCH A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



Frank A. Carrino, Secretary



BONDS EXECUTED IN FOUR (4) ORIGINAL COUNTERPARTS

PAYMENT BOND

CONTRACTOR (name and address):

JST CONSTRUCTION, LLC
3995 MEMORIAL BLVD.
SPRINGFIELD, TN 37172

OWNER: City of Brentwood, TN
5211 Maryland Way
Brentwood, TN 37027

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

WESTFIELD INSURANCE COMPANY
ONE PARK CIRCLE
WESTFIELD CENTER, OH 44251

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$1,338,520⁰⁰

Description: Devens Drive Water Line Replacement

BOND

Bond Number: 035267G

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

Amount: \$1,338,520⁰⁰

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

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

CONTRACTOR AS PRINCIPAL

JST Construction, LLC (seal)
Contractor's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

SURETY

WESTFIELD INSURANCE COMPANY (seal)
Surety's Name and Corporate Seal

By: _____

Signature (attach power of attorney)

Print Name

Title

Attest: _____

Signature

Title

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

EJCDC® C-615, Payment Bond

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and American Society of Civil Engineers. All rights reserved. 1 of 3

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

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

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

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

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

16. Definitions

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

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

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

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

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

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

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

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

18. Modifications to this Bond are as follows: **NONE**

NOTICE OF AWARD

Date of Issuance:

Owner: City of Brentwood, TN

Owner's Contract No.:

Engineer: Hethcoat & Davis, Inc.

Engineer's Project No.: 1052-16

Project: Devens Drive Water Line Replacement

Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Devens Drive Water Line Replacement.

The Contract Price of the awarded Contract is: \$ _____

☐ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner ☐ counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Brentwood, TN

Authorized Signature

By:

Title:

Copy: Engineer

NOTICE TO PROCEED

Owner: City of Brentwood, TN

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: Hethcoat & Davis, Inc.

Engineer's Project No.: 1052-16

Project: Devens Drive Water Line Replacement

Contract Name:

Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Brentwood, TN

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

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

THIS AGREEMENT is by and between City of Brentwood, TN ("Owner") and
JSJ CONSTRUCTION, LLC. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

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

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$600.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$600.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

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

A. ~~For all Work other than Unit Price Work, a lump sum of: \$.~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. **SEE BID FORM**

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. 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 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. bid bond (pages 1 to 2, inclusive).
 - 5. General Conditions (pages 1 to 72, inclusive).
 - 6. Supplementary Conditions (pages 1 to 8, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 10 sheets with each sheet bearing the following general title: Devens Drive Water Line Replacement
 - 9. Addenda (numbers 1 to 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
 - b. Documents submitted by Contractor prior to Notice of Award (pages to inclusive)
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

1. The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.

OWNER: City of Brentwood, TN

CONTRACTOR: JSJ CONSTRUCTION, LLC

By: _____

By: James Rich

Title: _____

Title: owner

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

Attest: _____

Attest: Michelle Goss

Title: _____

Title: Office Manager

Address for giving notices:

5211 Maryland Way

Brentwood, TN 37027

Address for giving notices:

3995 Memorial Blvd

Springfield, TN 37172

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

License No.: 67318 - Tennessee
(where applicable)

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



City of Brentwood

5211 Maryland Way • Brentwood, TN 37027 • Phone (615) 371-0080
Mailing Address: P.O. Box 788 • Brentwood, TN 37024-0788

BID OPENING

DEVIN'S DR. WATER LINE REPLACEMENT PROJECT

Water Services Department

June 27, 2019 @ 2:00 p.m., City Hall

JSJ Construction, LLC	\$ 1,338,520.00
Pinnacle Construction, Inc.	\$ 1,416,975.00
Cunningham Construction & Development, LLC	\$ 1,423,825.00
Jarrett Builders, Inc.	\$ 1,675,925.00
Garney Companies, Inc.	\$ 1,682,590.00
W & O Construction Co., Inc.	\$ 1,711,550.00
SBW Constructors, LLC	\$ 2,011,631.00
Green Brothers Construction	\$ 2,995,100.00



July 12, 2019

File No. 1052-15

Mr. Chris Milton
Water Services Director
City of Brentwood
PO Box 788
Brentwood TN 37024

**RE: Recommendation of Award
Devens Drive Water Line Replacement**

Dear Mr. Milton:

On Thursday, June 27, 2019 at 2:00 PM, six (6) separate sealed bids were received for the subject project. The bidders appear to have complied with the Tennessee Licensing Board for General Contractors requirements for submission of a competitively bid project.

A breakdown of the bids is included in the attached Bid Tabulation. One bidder, Jarrett Builders, Inc., had a mathematical error which has been corrected in the Bid Tabulation. The correction had no change in the outcome or in the ranking of the bidders.

JSJ Construction, LLC with a bid of \$1,338,520.00, was the lowest responsive bidder. No bid errors were noted. JSJ submitted the required documentation with their bid.

We feel JSJ Construction, LLC is capable of completing the work as intended and that the bid price is fair and reasonable. Therefore, Hethcoat and Davis, Inc., recommends award of the project to JSJ Construction, LLC with a bid of \$1,338,520.00.

Please contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Stacey Cox".

Stacey Cox, PE

Enclosure: Bid Tabulation

Copy: H&D File 1052-15

Devens Drive Water Line Replacement
City of Brentwood Water Services, Brentwood, Tennessee
H & D Project No. 1052-16
Bid Date: Thursday, June 27, 2019 at 2:00 p.m. local time

BID TABULATION

PAGE 1 of 2				JSJ Construction, LLC Springfield, TN TN Lic # 67318		Pinnacle Constructors, Inc. Murfreesboro, TN TN Lic # 70344		Cunningham Construction & Development, LLC Nashville, TN TN Lic # 37226		Jarrett Builders, Inc Nashville, TN TN Lic #40392		Garney Companies, Inc. Nashville, TN TN Lic # 23798		W&O Construction Company, Inc. Livingston, TN TN Lic # 8039	
Base Bid - Addendum No. 1															
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Pre-Construction Video	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,300.00	\$ 1,300.00	\$ 850.00	\$ 850.00	\$ 5,000.00	\$ 5,000.00
2	6" CI 52 DIP Water Line including restrained joints where required (Open-cut Installation – outside pavement)	4,550	LF	\$ 71.00	\$ 323,050.00	\$ 74.00	\$ 336,700.00	\$ 72.00	\$ 327,600.00	\$ 83.50	\$ 379,925.00	\$ 94.00	\$ 427,700.00	\$ 83.00	\$ 377,650.00
3	6" CI 52 DIP Water Line including restrained joints where required (Open-cut installation – inside pavement including driveways)	1,550	LF	\$ 92.00	\$ 142,600.00	\$ 80.00	\$ 124,000.00	\$ 98.00	\$ 151,900.00	\$ 99.00	\$ 153,450.00	\$ 150.00	\$ 232,500.00	\$ 100.00	\$ 155,000.00
4	Ductile Iron Fittings	2,500	Lbs.	\$ 2.00	\$ 5,000.00	\$ 4.00	\$ 10,000.00	\$ 6.00	\$ 15,000.00	\$ 2.00	\$ 5,000.00	\$ 1.60	\$ 4,000.00	\$ 5.00	\$ 12,500.00
5	6" Mega-lug restraint devices	130	EA	\$ 50.00	\$ 6,500.00	\$ 45.00	\$ 5,850.00	\$ 80.00	\$ 10,400.00	\$ 49.00	\$ 6,370.00	\$ 100.00	\$ 13,000.00	\$ 40.00	\$ 5,200.00
6	6" Gate Valve with Valve Box	12	EA	\$ 1,250.00	\$ 15,000.00	\$ 1,200.00	\$ 14,400.00	\$ 1,900.00	\$ 22,800.00	\$ 990.00	\$ 11,880.00	\$ 2,000.00	\$ 24,000.00	\$ 1,200.00	\$ 14,400.00
7	1" Air Release Valve Assembly	2	EA	\$ 1,300.00	\$ 2,600.00	\$ 1,200.00	\$ 2,400.00	\$ 1,500.00	\$ 3,000.00	\$ 660.00	\$ 1,320.00	\$ 1,700.00	\$ 3,400.00	\$ 2,000.00	\$ 4,000.00
8	1" PEX Service Line installed by open-cut	900	LF	\$ 26.00	\$ 23,400.00	\$ 9.00	\$ 8,100.00	\$ 20.00	\$ 18,000.00	\$ 83.00	\$ 74,700.00	\$ 15.00	\$ 13,500.00	\$ 30.00	\$ 27,000.00
9	1" PEX Service Line Bored Under Pavement	1,300	LF	\$ 34.00	\$ 44,200.00	\$ 35.00	\$ 45,500.00	\$ 35.00	\$ 45,500.00	\$ 94.00	\$ 122,200.00	\$ 75.00	\$ 97,500.00	\$ 60.00	\$ 78,000.00
10	Connection to Existing Water Line, Station 0+00, complete	1	LS	\$ 6,400.00	\$ 6,400.00	\$ 4,500.00	\$ 4,500.00	\$ 6,500.00	\$ 6,500.00	\$ 7,700.00	\$ 7,700.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
11	Connection to Existing Water Line, Station 35+50 North, complete	1	LS	\$ 6,400.00	\$ 6,400.00	\$ 4,500.00	\$ 4,500.00	\$ 6,500.00	\$ 6,500.00	\$ 7,700.00	\$ 7,700.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
12	Connection to Existing Water Line, Station 35+50 West, complete	1	LS	\$ 6,400.00	\$ 6,400.00	\$ 4,500.00	\$ 4,500.00	\$ 6,500.00	\$ 6,500.00	\$ 7,700.00	\$ 7,700.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
13	Reconnect new service lines, new meter setter, new meter box, and reinstall existing meter	60	EA	\$ 1,075.00	\$ 64,500.00	\$ 1,200.00	\$ 72,000.00	\$ 1,250.00	\$ 75,000.00	\$ 2,200.00	\$ 132,000.00	\$ 1,100.00	\$ 66,000.00	\$ 1,200.00	\$ 72,000.00
14	Removal of existing meter box and site restoration	60	EA	\$ 50.00	\$ 3,000.00	\$ 150.00	\$ 9,000.00	\$ 200.00	\$ 12,000.00	\$ 515.00	\$ 30,900.00	\$ 400.00	\$ 24,000.00	\$ 500.00	\$ 30,000.00
15	Cut and Cap Existing Water Line	4	EA	\$ 1,400.00	\$ 5,600.00	\$ 1,000.00	\$ 4,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,580.00	\$ 6,320.00	\$ 1,200.00	\$ 4,800.00	\$ 600.00	\$ 2,400.00
16	Fire Hydrant Assembly including hydrant tee, and 6" Gate Valve with Valve Box	12	EA	\$ 4,700.00	\$ 56,400.00	\$ 4,500.00	\$ 54,000.00	\$ 4,500.00	\$ 54,000.00	\$ 5,300.00	\$ 63,600.00	\$ 4,500.00	\$ 54,000.00	\$ 4,500.00	\$ 54,000.00
17	Removal of Existing Valve and Valve Box, including site restoration	12	EA	\$ 235.00	\$ 2,820.00	\$ 800.00	\$ 9,600.00	\$ 200.00	\$ 2,400.00	\$ 1,300.00	\$ 15,600.00	\$ 800.00	\$ 9,600.00	\$ 500.00	\$ 6,000.00
18	Removal of Existing Hydrant, including site restoration	12	EA	\$ 1,200.00	\$ 14,400.00	\$ 800.00	\$ 9,600.00	\$ 500.00	\$ 6,000.00	\$ 1,300.00	\$ 15,600.00	\$ 800.00	\$ 9,600.00	\$ 500.00	\$ 6,000.00
19	Roadway Pavement Trench Repair (6" of B-Mod Binder)	400	SY	\$ 85.00	\$ 34,000.00	\$ 85.00	\$ 34,000.00	\$ 70.00	\$ 28,000.00	\$ 92.00	\$ 36,800.00	\$ 83.00	\$ 33,200.00	\$ 68.00	\$ 27,200.00
20	Surface Roadway Overlay (2" of 411E Surface)	8,100	SY	\$ 19.00	\$ 153,900.00	\$ 19.00	\$ 153,900.00	\$ 18.00	\$ 145,800.00	\$ 14.25	\$ 115,425.00	\$ 18.00	\$ 145,800.00	\$ 22.00	\$ 178,200.00
21	Cold Plane Milling	8,100	SY	\$ 4.00	\$ 32,400.00	\$ 4.00	\$ 32,400.00	\$ 5.75	\$ 46,575.00	\$ 4.15	\$ 33,615.00	\$ 3.70	\$ 29,970.00	\$ 6.00	\$ 48,600.00
22	Concrete Driveway Repair	2,300	SF	\$ 12.35	\$ 28,405.00	\$ 12.00	\$ 27,600.00	\$ 10.00	\$ 23,000.00	\$ 11.25	\$ 25,875.00	\$ 11.00	\$ 25,300.00	\$ 17.00	\$ 39,100.00
23	Exposed Aggregate Driveway Repair	11,000	SF	\$ 13.50	\$ 148,500.00	\$ 14.50	\$ 159,500.00	\$ 12.00	\$ 132,000.00	\$ 14.25	\$ 156,750.00	\$ 13.50	\$ 148,500.00	\$ 19.00	\$ 209,000.00
24	Asphalt Driveway Repair	200	SY	\$ 70.00	\$ 14,000.00	\$ 62.00	\$ 12,400.00	\$ 80.00	\$ 16,000.00	\$ 92.00	\$ 18,400.00	\$ 60.00	\$ 12,000.00	\$ 97.00	\$ 19,400.00
25	Extruded Curb Replacement	2,800	LF	\$ 9.50	\$ 26,600.00	\$ 15.00	\$ 42,000.00	\$ 15.00	\$ 42,000.00	\$ 8.15	\$ 22,820.00	\$ 10.00	\$ 28,000.00	\$ 25.00	\$ 70,000.00
26	Curb and Gutter Replacement	150	LF	\$ 35.00	\$ 5,250.00	\$ 60.00	\$ 9,000.00	\$ 25.00	\$ 3,750.00	\$ 38.75	\$ 5,812.50	\$ 50.00	\$ 7,500.00	\$ 48.00	\$ 7,200.00
27	Casting Adjustment	20	EA	\$ 500.00	\$ 10,000.00	\$ 500.00	\$ 10,000.00	\$ 300.00	\$ 6,000.00	\$ 475.00	\$ 9,500.00	\$ 435.00	\$ 8,700.00	\$ 450.00	\$ 9,000.00
28	Seeding	4,550	LF	\$ 2.20	\$ 10,010.00	\$ 12.00	\$ 54,600.00	\$ 8.00	\$ 36,400.00	\$ 5.50	\$ 25,025.00	\$ 1.80	\$ 8,190.00	\$ 7.00	\$ 31,850.00
29	Silt Fence	4,550	LF	\$ 2.70	\$ 12,285.00	\$ 3.50	\$ 15,925.00	\$ 4.00	\$ 18,200.00	\$ 1.15	\$ 5,232.50	\$ 3.60	\$ 16,380.00	\$ 7.00	\$ 31,850.00
30	Straw Wattles at Storm Inlets	20	EA	\$ 470.00	\$ 9,400.00	\$ 150.00	\$ 3,000.00	\$ 200.00	\$ 4,000.00	\$ 56.00	\$ 1,120.00	\$ 130.00	\$ 2,600.00	\$ 100.00	\$ 2,000.00
31	Fencing for R.O.W.	2,000	LF	\$ 2.00	\$ 4,000.00	\$ 3.50	\$ 7,000.00	\$ 4.00	\$ 8,000.00	\$ 2.75	\$ 5,500.00	\$ 1.00	\$ 2,000.00	\$ 4.00	\$ 8,000.00
32	Erosion Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00
33	Traffic Control & Signage	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 61,300.00	\$ 61,300.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
34	Mobilization & Bonds	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	\$ 34,485.00	\$ 34,485.00	\$ 80,000.00	\$ 80,000.00	\$ 25,000.00	\$ 25,000.00
35	Allowance for Approved Work Directives Where Directed by Owner and Engineer	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
36	Landscape Allowance for Approved Landscape Replacement Where Directed by Owner and Engineer	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Total Base Bid				\$ 1,338,520.00		\$ 1,416,975.00		\$ 1,423,825.00		\$ 1,675,925.00		\$ 1,682,590.00		\$ 1,711,550.00	

I do hereby certify this to be a true and correct representation of the bids.

Stacey Cox, PE



Water Services
Deven's Dr. Water Line Replacement
Annual Water Sys. Pipeline Renewal
CIP - #16700-8053



Asset Management
Water Line Renewal Program
Devens Dr., Line Break Report
X - Line Break Location

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Approval of Purchase from Swagit for Closed Caption Streaming Appliance

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Approval of Purchase from Swagit for Closed Caption Streaming Appliance

Background

As you know, the City Commission and Planning Commission meetings are available online via the City's website for playback. The video playback capability through the City's online agenda management system (AgendaQuick) is provided through a third party arrangement with Swagit Productions, LLC.

In order to comply with the Americans with Disabilities Act that requires Closed Captioning of online meeting video, the City needs to upgrade a piece of video streaming technology so it can accept the closed captioning data that will be encoded into the video. AgendaQuick only partners with Swagit for web streaming, which requires us to purchase the streaming appliance from Swagit on a sole source basis for a cost of \$14,970. Note that the technology piece in use today for video streaming (without closed captioning capability) is scheduled for replacement this fiscal year, so this purchase will be funded through the Equipment Replacement Fund.

Staff Recommendation

Staff recommends purchase of Closed Caption Streaming Appliance from Swagit Productions, LLC.

Fiscal Impact

Amount : \$14,970.00

Source of Funds: Equipment Replacement Fund

Account Number: 310-41640-89540

Fiscal Impact:

Funds are available in the Computer Hardware line item of the Equipment Replacement Fund for this purpose.

Attachments

Swagit quote



P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
Make checks payable to Swagit Productions, LLC

SWAGIT QUOTE TO: The City of Brentwood, TN
Attn: John Allman, Technology Director
5221 Maryland Way Brentwood, TN 37027
Phone: 615-371-7000
john.allman@brentwoodtn.gov

Hardware, Licenses, and Setup

Item & Description	Quantity	Up-Front Cost
CaptionPrime Streaming Appliance <ul style="list-style-type: none">Mini Captioning Encoding Appliance, system burn-in, HD/SD Baseband or IP Encode/Transcode single channel licenseEnables encoding/transcoding of 1 HD/SD channel.Web based Caption GUI, multi-encoder management and closed captioning supportEASE™ Remote Video Indexing Kit (Includes Scheduler)	1	\$ 13,890.00
Remote Network Setup and Configuration	1	\$ 1,080.00
Total One Time Cost:		\$ 14,970.00

Swagit is the sole source provider of Swagit's Extensible Automated Streaming Engine (EASE™) software framework. The EASE™ application is manufactured, leased and distributed by Swagit alone.

SIGNATURE & DATE _____

CONTACT NAME _____

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Approval of Purchase of Ventrac Boom Sickle Mower for the Parks Department Under State Contract

Submitted by: Dave Bunt, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Approval of Purchase of Ventrac Boom Sickle Mower for the Parks Department Under State Contract

Background

The Parks and Recreation Department is requesting authorization to purchase one Boom Sickle attachment for the department's Ventrac 4500Z tractor under State contract (SWC#45198 line 242-12) for use at Smith Park. Ladd's Equipment of Memphis is the authorized dealer in Tennessee for this equipment under state contract. (See attached state bid information.) The State contract price is \$15,494.85 and is under the \$20,000 budgeted for this purchase.

This new attachment will allow us to maintain the trails to a higher standard. Staff did not solicit informal price quotes from other dealers as this is a sole source attachment only available through our Ventrac dealer. Pictures of the Sickle Mower, the state contract information and quote are attached your review.

Please contact the Parks and Recreation Director if you have any questions

Staff Recommendation

Staff recommends approval of one Ventrac 4500Z Boom Sickle Mower attachment from Ladd's Equipment of Memphis for the amount of \$15,494.85

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : \$15,494.85

Source of Funds: Capital Projects Fund

Account Number: 311-45200-5027

Fiscal Impact:

Ladd's Equipment of Memphis bid for the amount of \$15,494.85 is under the \$20,000 budgeted for this purchase.

Attachments

State Contract info/Quote

Sickle Mower Pictures



PROPOSAL

6881 APPLING FARMS PARKWAY
MEMPHIS TENNESSEE 38133
cwhite@bobladd.com

Quotation To: City of Brentwood

Date: 7/19/2019

Reference Turf Equipment

ATTN: Erin Kiney

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION

Equipment Specifications		Price Ea.	Total
1	Ventrac Boom Sickle Mower		\$ 13,810.50
1	12V Front Switch & Plug Kit (required for boom mower)		\$ 251.75
4	Suitcase Weights (required for boom mower)	\$ 90.25	\$ 361.00
1	Spool Float Kit		\$ 102.60
1	Front Hydraulic Dual Valve Kit		\$ 399.00
1	Installation Charge		\$ 570.00
	TN State Contract# 45198 SWC 242	Total	\$ 15,494.85
	*Price does not include any applicable taxes		

TERMS

F.O.B

DELIVERY

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

ACCEPTED:

Company

By

Title

Date

Yours Very Truly,

Chad White

LADD'S



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

Statewide Contract Issued to:

Bob Ladd And Associates
6881 Appling Farms Pkwy

Memphis, TN 38133

Vendor ID: 0000094689

Contract Number: 0000000000000000000045198

Title: SWC Ground Maint Equip

Start Date : March 16, 2015 End Date: March 15, 2020

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

Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 7

Item ID:
1000168608 Ground Maintenance Equipment Spreaders, Broadcast, Fertilizer and Seed
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 8

Item ID:
1000168609 Ground Maintenance Equipment Rakers and Combers, Lawn Power
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 9

Item ID:
1000168610 Ground Maintenance Equipment Rollers, Lawn
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 10

Item ID:
1000168603 Ground Maintenance Equipment Lawn Tractors, Zero Turn Mowers
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 11

Item ID:
1000168604 Ground Maintenance Equipment Lawn Tractors, Zero Turn Mowers Optional Equipment
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 12

Item ID:
1000168614 Ground Maintenance Equipment Sub-Compact Tractors
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 13

Item ID:
1000168616 Ground Maintenance Equipment Sub-Compact Tractor Optional Equipment
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

SWC 242 Ground Maintenance Equipment & UTV's

SWC 242: Ground Maintenance Equipment/UTV's

Statewide Contract #242 for Ground Maintenance Equipment and UTV's has been awarded. This contract represents a new and innovative approach to procure this equipment, which matches the needs and specifications of State and local government entities. Previous contracts awarded specific equipment and mowers to one manufacturer. This new approach allows you to compare equipment from several manufacturers to consider what is the best value.

- This is a two (2) year contract with a one (1) year renewal option.
- This contract allows you to purchase a variety of equipment & vehicles.
- Pricing is based on a percentage discount from the manufacturer's catalog. The percentage discount may vary within a manufacturer's price list with different percentages being applied on various product groups and models and/or options. You may then consider any model with the options you need to customize the equipment to your specifications. In addition, several manufactures may be considered in each category of equipment, giving the end user the flexibility and choices to get the brand and model they see as the best value.
- Some of the manufacturers offer a multiple unit discount which is an additional percentage discount that you add to the standard discount. Contracts detail these additional discounts and also the prompt pay discounts.

This website includes links to the contracts for each of the eleven (11) manufacturers/dealers. It also includes a contact sheet, pricing sheets for each dealer, and terms & conditions.

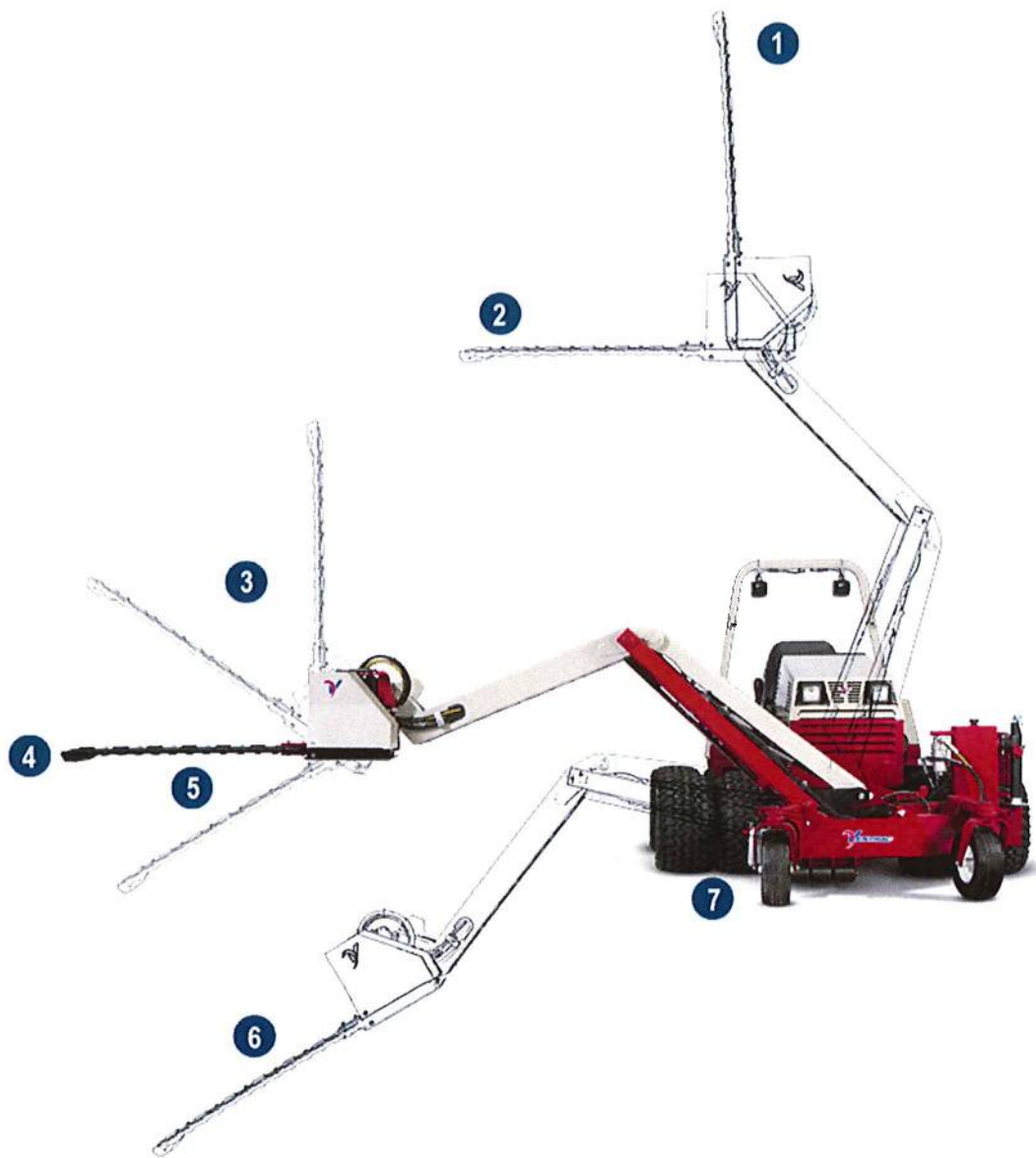
** Toro Products are represented on this contract by Smith Turf & Irrigation, which services the eastern part of the State, from the Tennessee River east. Jerry Pate Turf & Irrigation services the west part of the State from the Tennessee River west. Jerry Pate Turf & Irrigation services the entire State of Tennessee for Toro's LCE Line which includes Walk Behind and Zero Turn Mowers.*

Contact Information:

The Contract Administrator will be happy to answer questions and help in any way to ensure understanding of this contract.

Lindsey Lattner
615-741-9282
Lindsey.Lattner@tn.gov









Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Approval of Purchase of a Zero Turn Mower for the Parks Department Under Sourcewell Contract

Submitted by: Dave Bunt, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Approval of Purchase of a Zero Turn Mower for the Parks Department Under Sourcewell Contract

Background

The Parks and Recreation Department budget for FY 2020 includes funding for the purchase of a zero-turn mower with a 60-inch-width cutting deck. The department is requesting authorization to purchase one mower under the Sourcewell contract (Formerly NJPA – Contract #062117-HTF) to replace a 2007 model currently used by the department at Crockett Park. Nashville Lawn Equipment LLC is the authorized Hustler Turf Equipment dealer in Tennessee for equipment under this contract (see attached contract information). The contract price is \$13,150.40 and is within the budgeted amount of \$14,000.

Staff also solicited informal price quotes from other dealers, but after reviewing the quotes (see attached), it was clear that the Sourcewell contract price was lower than the City could expect to receive if bids were solicited for the mower directly. A picture of the mower, the Sourcewell contract, and other vendor quotes are attached your review.

Please contact the Parks and Recreation Director if you have any questions.

Staff Recommendation

Staff recommends approval of this this purchase from Nashville Lawn Equipment LLC under the Sourcewell contract.

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : \$13,150.40

Source of Funds: General Fund

Account Number: 110-44400-89530

Fiscal Impact:

The contract price is \$13,150.40 and is within the budgeted amount of \$14,000.

Attachments

Contract info/quote

Hustler Mower Picture

Other Dealer quotes

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 062117-HTE

Proposer's full legal name: Hustler Turf Equipment, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-HTE

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name HUSTLER TURF EQUIPMENT, INC.

Authorized Signatory's Title GOVERNMENT SALES MANAGER



VENDOR AUTHORIZED SIGNATURE

Brian J. O'Donnell
(NAME PRINTED OR TYPED)

Executed on 8-17, 2017

NJPA Contract # 062117-HTE



Hustler

Mowers, UTVs & Side-by-Sides

#062117-HTE

Maturity Date: 08/18/2021

Products & Services

Products & Services

Sourcewell contract 062117-HTE gives access to the following types of goods and services:

- Residential & Commercial Lawnmowers
- UTVs & Side-by-sides
- MDV
- MDV Level Lift
- Zero Turn Riders
- Stand on Mowers
- Walk-Behind Mowers
- 32" to 104" Cutters
- Wide Area Mowers
- Rear Discharge Mowers

Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Hustler Turf Equipment, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.☐ Individual/sole proprietor or single-member LLC☒ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **3**Exemption from FATCA reporting code (if any) **C**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

200 S. Ridge Road

6 City, state, and ZIP code

Hesston, KS 67062

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

2	0	-	2	9	1	6	4	2	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.**Sign
Here**Signature of
U.S. person ►*Judy DeWitt*

Date ►

*1/24/19***General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

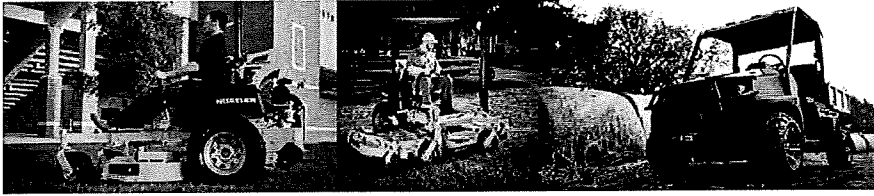
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



HUSTLER TURF EQUIPMENT SOURCEWELL QUOTE FORM CONTRACT NO. HTE 062117

Date:	19-Jul-19	QUESTIONS CONTACT:	
QUOTE #:	0719Bjod19	Primary:	Brian J. O'Donnell
Agency:	City of Brentwood	Phone:	630.669.3070
	Sourcewell # 35102	Email:	brian.odonnell@excelii.com
Contact:	Erin Kiney	Dealer #	102932
Address:	5211 Maryland Way	Dealer:	Nashville Lawn Equipment, LLC
City,ST:	Brentwood, TN	Primary:	Clay Robinson
Zip:	37027	Phone:	615 891 1306
Phone:	615-371-2208	Email:	kyle@nashvillelawnequipment.com
Email:	erin.kiney@brentwoodtn.gov		

QTY	Part Number	Description	Current MSRP	Contract Price	Total
1	937003	Super Z HD Vanguard Big Block EFI (37hp) 60" Grammer Susp	\$16,780.00	\$12,249.40	\$12,249.40
1	113911	Rear Anti-Scalp (Dual) 60" Deck	\$99.00	\$99.00	\$99.00
1	606696	Flex Forks	\$329.00	\$257.00	\$257.00
1	116840	Kit, Stripe 54", 60" Deck	\$699.00	\$545.00	\$545.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Frieght	
				TOTAL	\$ 13,150.40

We are pleased to quote you the following prices. These are subject to your acceptance within 30 days. After that date, this quotation is no longer valid.

Price valid only when PO is made out to:

Hustler Turf Equipment

200 S. Ridge Rd

Hesston, KS 67062

email to: bodonnell@excelii.com or fax 630-323-5118



QUOTE / INVOICE

MURFREESBORO KUBOTA, LLC

2240 NW BROAD ST. • MURFREESBORO, TENNESSEE 37129

PHONE (615) 890-1200 • FAX (615) 890-1228

TO Erin

erin.kincy@BrentwoodTN.gov

INVOICE DATE	SALESPERSON
7-22-19	TIM
SHIP TO	

[illegible]

15% RESTOCKING FEE ON ALL RETURNED PARTS

ALL SALES FINAL

THANK YOU

WHITE: OFFICE

CANARY: CUSTOMER

CUSTOMER SIGNATURE _____

Nashville Lawn Equipment

602 Thompson Lane
Nashville, TN 37204 US

Phone: (615) 891-1306 Fax: (615) 891-1307
Email: info@nashvillelawnequipment.com
Web site: www.NashvilleLawnEquipment.com

Bill To:
THE CITY OF BRENTWOOD
5211 MARYLAND WAY
P.O. BOX 788
BRENTWOOD, TN 37024-0788 US

QUOTE - DO NOT PAY

Quote: 01-122
Date: 7/22/2019

PO:
CustId: CITY OF BRENT

Cust Email:
Phone: (615) 371-2208
Salesperson: Clay
User: Admin

Ship To:
THE CITY OF BRENTWOOD

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
937003	QU	937003 HUS - HUSTLER SUPER Z HD 60" 37HP VANGUARD EFI Total 937003 MSRP: \$16,551.00	1.0000		\$12,249.40		\$12,249.40
113911	PA	HUS - DUAL REAR WHEEL KIT Bin:EL	1.0000		\$90.00		\$90.00
606696	PA	HUS - KIT, FLEX FORK SZ	1.0000		\$299.00		\$299.00
116840	PA	HUS - STRIPE ROLLER KIT Bin:EL List Price: \$650.00	1.0000		\$545.00		\$545.00
PU/Deliv	MC	Pick Up/Delivery Charge	1.0000		\$0.00		\$0.00
Total:							\$13,183.40

Totals	Sub Total:	\$13,183.40
	Total Tax:	\$0.00
	Invoice Total:	\$13,183.40

Quote only valid for 30 days

Verbal quote July 22, 2019

Cirrus Hendersonville and Whitehouse stores

3613 Hwy 31 W, White House, TN 37188

Contact Scott

Quote : 13,850.00 (without dual rear wheel kit)

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Approval of Purchase of Two John Deere Gator ATVs for the Parks Department Under State Contract

Submitted by: Dave Bunt, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Approval of Purchase of Two John Deere Gator ATVs for the Parks Department Under State Contract

Background

The Parks and Recreation Department is requesting authorization to purchase two (2) John Deere TS Gator ATVs under State contract (SWC#45197 line 6) for use at Crockett Park. Tri Green LLC. is the authorized dealer in Tennessee for this equipment under state contract (see attached state bid information). The State contract price for two units is \$14,210.16 (\$7,105.08 ea.) and is under the \$15,000 budgeted for this purchase.

These ATVs will replace other aging ATVs currently used by the department. Staff also solicited informal price quotes from John Deere dealers, but after reviewing the quotes (attached), it was clear that the state contract price was lower than the City could expect to receive if bids were solicited for the ATVs directly.

A picture of the John Deere Gator, the state contract/quote, and other quotes are attached your review. Please contact the Parks and Recreation Director if you have any questions.

Staff Recommendation

Staff recommends approval of a purchase of two John Deere Gator ATVs for the amount of \$14,210.16.

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : \$14,210.16

Source of Funds: General Fund

Account Number: 110-44400-89530

Fiscal Impact:

The State contract price for two units is \$14,210.16 (\$8,261.72 ea.) and is under the \$15,000 budgeted for this purchase in the FY 2020 Parks Department budget.

Attachments

State Contract Info and Quote

Gator Picture

Other gator quotes



Quote Id: 20081858

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

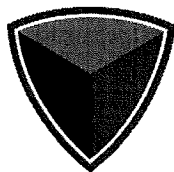
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

TriGreen Equipment LLC
340 9th Avenue N
Franklin, TN 37064
615-794-8187
bryanthompson@trigreen.com

Prepared For:

City Of Brentwood, parks & Recreation Dept.



TRIGREEN
E Q U I P M E N T

Proposal For:

Delivering Dealer:

Josh Lowery

TriGreen Equipment LLC
340 9th Avenue N
Franklin, TN 37064

bryanthompson@trigreen.com

Quote Prepared By:

JOSH LOWERY

joshlowery@trigreenequipment.com

Date: 19 July 2019

Offer Expires: 01 October 2019

Confidential

223



JOHN DEERE



Quote Id: 20081858

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

TriGreen Equipment LLC
340 9th Avenue N
Franklin, TN 37064
615-794-8187
bryanthompson@trigreen.com

19 July 2019

1750 General George Patton Dr
Brentwood, TN 37027

Thank you for allowing TriGreen Equipment to quote your equipment needs. TriGreen is committed to providing affordable property solutions for the farm, home, and worksite.

John Deere quality and reliability is unsurpassed when backed by TriGreen sales, parts, and service support. To enhance your ownership experience TriGreen is proud to offer our exclusive Encore Performance Programs which allows you to prepay your annual maintenance, extend factory warranty, and help control total cost of ownership.

Thank you for the opportunity to be your equipment solutions provider.

Josh Lowery
615-794-8187
TriGreen Equipment LLC



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

TriGreen Equipment LLC
340 9th Avenue N
Franklin, TN 37064
615-794-8187
bryanthompson@trigreen.com

Quote Summary

Prepared For:

City Of Brentwood, parks & Recreation Dept.
Kiney, Erin
1750 General George Patton Dr
Brentwood, TN 37027
Business: 615-371-2208
erin.kiney@brentwoodtn.gov

Delivering Dealer:

TriGreen Equipment LLC
Josh Lowery
340 9th Avenue N
Franklin, TN 37064
Phone: 615-794-8187
joshlowery@trigreenequipment.com

Quote ID: 20081858

Created On: 19 July 2019

Last Modified On: 19 July 2019

Expiration Date: 01 October 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Gator™ TS (Model Year 2019)	\$ 8,261.72	\$ 7,105.08 X	2 =	\$ 14,210.16
Contract: TN Ground Maint Equip 45197 (PG 9Y CG 22)				
Price Effective Date: November 1, 2018				
Equipment Total				\$ 14,210.16

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 14,210.16
Trade In	
SubTotal	\$ 14,210.16
Est. Service Agreement Tax	\$ 0.00
Total	\$ 14,210.16
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,210.16

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



Selling Equipment

Quote Id: 20081858

Customer Name: CITY OF BRENTWOOD, PARKS & RECREATION DEPT.

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

TriGreen Equipment LLC
340 9th Avenue N
Franklin, TN 37064
615-794-8187
bryanthompson@trigreen.com

JOHN DEERE Gator™ TS (Model Year 2019)

Contract: TN Ground Maint Equip 45197 (PG 9Y CG 22)

Price Effective Date: November 1, 2018

Suggested List *

\$ 8,261.72

Selling Price *

\$ 7,105.08

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
571JM	TS (Model Year 19)	2	\$ 7,349.00	14.00	\$ 1,028.86	\$ 6,320.14	\$ 12,640.28
Standard Options - Per Unit							
001A	US/Canada	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	PR - Base	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BM23765	Cargo Box Power Lift Kit	2	\$ 821.76	14.00	\$ 115.05	\$ 1,413.43	\$ 1,413.43
BM23839	Rear Receiver Hitch, 38 mm (1.25 in.)	2	\$ 90.96	14.00	\$ 12.73	\$ 156.45	\$ 156.45
Dealer Attachments Total			\$ 912.72		\$ 127.78	\$ 1,569.88	\$ 1,569.88
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 14,210.16
Total Selling Price			\$ 8,261.72		\$ 1,156.64	\$ 7,105.08	\$ 14,210.16



TriGreen Equipment Encore Performance Programs

Hassle-Free Ownership

☐ The Salesperson has explained the TriGreen Maintenance Plans to my satisfaction and I am not interested in purchasing the program at this time:

☐ The Salesperson has explained the JDESP or PowerGard extended warranty program to my satisfaction. I am not interested in purchasing the program at this time.

Customer's Signature

Date

Salesperson's Signature





STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Deere & Company
2000 John Deere Run
Cary, NC 27513

VendorID:0000000506

Contract Number: 0000000000000000000045197 Title:

SWC 242 Ground Maintenance Equipment/UTV's Start Date :

March 16, 2015

End Date: March 15, 2020

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

Purchases by Local Government and Authorized Non-Profit Agencies (SWC)- TSOO The purpose of this Invitation to Bid is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education charter in Tennessee, and 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 Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies, private institutions of higher education, and authorized corporations are optional with those agencies, private institutions of higher education, and corporations and offers to sell to local governmental agencies are optional with the bidder.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Devon Wallace
3rd Floor, William R Snodgrass, Tennessee Tower 312
Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/741-9282
Fax: 615-741-0684
Email: Devon.Wallace@tn.gov

Line Information

Line 1

Item ID: 1000168598 *Ground Maintenance Equipment UTV's Utility Vehicles*

Unit of Measure: EA

Unit Price: **14% Off Catalog**

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line2

Item ID: 1000168599 *Ground Maintenance Equipment UTV's Utility Vehicles Options*

Unit of Measure: EA

Unit Price: **14% Off Catalog**

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line3

Item ID: 1000168600 *Walk Behind, Self-Propelled Mowers*

Unit of Measure: EA

Unit Price: **14% Off Catalog**

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line4

Item ID: 1000168601 *Ground Maintenance Equipment, Walk Behind, Self Propelled Mower Options*

Unit of Measure: EA

Unit Price: **14% Off Catalog**

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line 5

Item ID: 1000168603 *Lawn Tractors, Zero Turn Mowers, Riding Type*

Unit of Measure: EA

Unit Price: 19% Off Catalog On Lawn Tractors

24 % Off Catalog On Zero Turn Mowers

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line 6

Item ID: 1000 *Ground Maintenance Equipment Lawn Tractors, Zero Turn Mowers, Riding Type, Options*

Unit of Measure: EA

Unit Price: 19% Off Catalog On Lawn Tractors

24% Off Catalog On Zero Turn Mowers

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line 7

Item ID: 1000168605 *Ground Maintenance Equipment Commercial Front and WideArea Mowers/Options*

Unit of Measure: EA

Unit Price: 24 % Off Catalog

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line8

Item ID: 1000168606 *Ground Maintenance Equipment Golf Course Mowers/Options*

Unit of Measure: EA

Unit Price: 23% Off Catalog

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line 9

Item ID: 1000168607 *Ground Maintenance Equipment Aerators, Pluggers, and Spikers*

Unit of Measure: EA

Unit Price: **23% Off Catalog**

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line 10

Item ID: 1000168608 *Ground Maintenance Equipment Spreaders, Broadcast, Fertilizer and Seed*

Unit of Measure: EA

Unit Price: **23% Off Catalog**

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line 11

Item ID: 1000168609 *Ground Maintenance Equipment Rakers and Combers, Lawn Power*

Unit of Measure: EA

Unit Price: **23% Off Catalog**

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line 12

Item ID: 1000168610 *Ground Maintenance Equipment Rollers, Lawn*

Unit of Measure: EA

Unit Price: **23% Off Catalog**

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line 13

Item ID: 1000168614 *Ground Maintenance Equipment Sub-Compact Tractors*

Unit of Measure: EA

Unit Price: **18 % Off Catalog**

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line 14

Item ID: 1000168615 *Ground Maintenance Equipment Utility Tractors*

Unit of Measure: EA

Unit Price: **19 % Off Catalog**

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

Line 15

Item ID: 1000168616 *Ground Maintenance Equipment Tractor Optional Equipment*

Unit of Measure: EA

Unit Price: **18 % Off Catalog on Sub-Compact Tractors**

19 % Off Catalog on Utility Tractors

Multiple Unit Discount

3-4 Units= 1 %

5-6 Units= 2 %

7-8 Units= 3 %

9 Units or more 4 %

APPROVED: Michael F. Perry/AWB
CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry/AWB
DN: cn=Michael F. Perry/AWB, o=Central
Procurement Office, ou,
email=Tony.Bybee@tn.gov, c=US
Date: 2019.03.19 06:20:49 -05'00'

BY:

Devon Wallace
PURCHASING AGENT

1/17/2019
DATE





JOHN DEERE



Quote Summary

Prepared For:
City Of Brentwood
TN

Prepared By:
Kip Smith
TriGreen Equipment LLC
133 New Shackle Island Road
Hendersonville, TN 37075
Phone: 615-824-9726
kipsmith@trigreenequipment.com

Quote Id: 20105057
Created On: 23 July 2019
Last Modified On: 23 July 2019
Expiration Date: 30 July 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Gator™ TS (Model Year 2019)	\$ 8,762.63	\$ 7,667.32 X	2 =	\$ 15,334.64
Equipment Total				\$ 15,334.64

Quote Summary

Equipment Total	\$ 15,334.64
SubTotal	\$ 15,334.64
Est. Service Agreement Tax	\$ 0.00
Total	\$ 15,334.64
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 15,334.64

Salesperson : X _____

Accepted By : X _____

**JOHN DEERE**

Selling Equipment

TRIGREEN

EQUIPMENT



Quote Id: 20105057

JOHN DEERE Gator™ TS (Model Year 2019)				
Hours:			Suggested List	
Stock Number:			\$ 8,762.63	
			Selling Price	
			\$ 7,667.32	
Code	Description	Qty	Unit	Extended
571JM	TS (Model Year 19)	2	\$ 7,349.00	\$ 14,698.00
Standard Options - Per Unit				
001A	US/Canada	2	\$ 0.00	\$ 0.00
0501	PR - Base	2	\$ 0.00	\$ 0.00
1015	Turf Tires	2	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	2	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	2	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	2	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	2	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	2	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Dealer Attachments				
BM23765	Cargo Box Power Lift Kit	2	\$ 822.58	\$ 1,645.16
BM23839	Rear Receiver Hitch, 38 mm (1.25 in.)	2	\$ 91.05	\$ 182.10
Dealer Attachments Total				\$ 1,827.26
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	2	\$ 500.00	\$ 1,000.00
Other Charges Total				\$ 1,000.00
Suggested Price				\$ 17,525.26
Customer Discounts				
Customer Discounts Total			\$ -1,095.31	\$ -2,190.62
Total Selling Price				\$ 15,334.64

**JOHN DEERE**

Selling Equipment



Quote Id: 20105620

Customer: CITY OF BRENTWOOD PARKS & RECREATION DEPT.

JOHN DEERE Gator™ TS (Model Year 2019)

Hours:

Suggested List

Stock Number:

\$ 8,749.00

Selling Price

\$ 8,450.00

Code	Description	Qty	Unit	Extended
571JM	TS (Model Year 19)	2	\$ 7,349.00	\$ 14,698.00
Standard Options - Per Unit				
001A	US/Canada	2	\$ 0.00	\$ 0.00
0501	PR - Base	2	\$ 0.00	\$ 0.00
1015	Turf Tires	2	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	2	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	2	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	2	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	2	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	2	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Dealer Attachments				
BM23765	Cargo Box Power Lift Kit	2	\$ 820.00	\$ 1,640.00
BM23839	Rear Receiver Hitch, 38 mm (1.25 in.)	2	\$ 80.00	\$ 160.00
Dealer Attachments Total				\$ 1,800.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	2	\$ 500.00	\$ 1,000.00
Other Charges Total				\$ 1,000.00
Suggested Price				\$ 17,498.00
Customer Discounts				
Customer Discounts Total			\$ -299.00	\$ -598.00
Total Selling Price				\$ 16,900.00



JOHN DEERE



Quote Summary

Prepared For:

City Of Brentwood Parks & Recreation Dept.
Erin Kiney
1750 General George Patton Dr
Brentwood, TN 37027
Business: 615-371-2208
erin.kiney@brentwoodtn.gov

Prepared By:

Josh Lowery
TriGreen Equipment LLC
340 9th Avenue N
Franklin, TN 37064
Phone: 615-794-8187
joshlowery@trigreenequipment.com

Quote Id: 20105620
Created On: 23 July 2019
Last Modified On: 23 July 2019
Expiration Date: 31 July 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Gator™ TS (Model Year 2019)	\$ 8,749.00	\$ 8,450.00 X	2 =	\$ 16,900.00
Equipment Total				\$ 16,900.00

Quote Summary

Equipment Total	\$ 16,900.00
SubTotal	\$ 16,900.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 16,900.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 16,900.00

Salesperson : X _____

Accepted By : X _____

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Resolution 2109 -79 - An Initial Resolution Authorizing the Issuance of up to \$15,000,000 in General Obligation Bonds - Series 2019

Submitted by: Richard Parker, Finance

Department: Finance

Information

Subject

Resolution 2019-79 - An Initial Resolution authorizing the issuance of General Obligation Public Improvement Bonds, Series 2019, in an amount not to exceed \$15,000,000.

Background

The FY 2020 - 2025 Capital Improvements Program and the FY 2020 Annual Operating Budget anticipate the issuance of \$13 Million in General Obligation Bonds during FY 2020 to partially fund a new headquarters facility for the Police Department. The accompanying two resolutions are required to be approved by Roll Call Vote to issue these new bonds. Because construction bids have not yet been received, staff is requesting issuance of "up to" \$15 Million in bonds to provide flexibility to the City Commission once final pricing is known. Staff will report back to the Commission once bids have been received and funding needs have been determined.

The first of these two resolutions is the Initial Resolution that serves to notify the public of the proposed issuance and identify the legal mechanism that is available under State law to call for a referendum for the approval of the issuance. Assuming no referendum is called, the second (Resolution 2019-80) authorizes the actual bond issue to move forward. The resolution also authorizes the Mayor to formally approve the issue and to accept or reject, on behalf of the City, the competitive bids received from representatives of major bond buyers and syndicates. This approach is consistent with requirements under State law and prior City bond issues.

Please contact the Finance Director if you have questions.

Staff Recommendation

Staff recommends approval of the two accompanying resolutions associated with the issuance of the General Obligation Bonds.

Fiscal Impact

Amount : \$15,000,000

Source of Funds: Debt Service Fund

Account Number: 211

Fiscal Impact:

Funding is in place in the Debt Service Fund for the City to make the March 2020 interest payment on \$13 Million in new General Obligation bonds. If a budget amendment is needed as a result of an increase in the final amount of bonds issued ("up to" \$15 Million), staff will seek City Commission approval. Both principal and interest payments would be provided in the FY 2021 budget.

Attachments

Resolution 2019-79

RESOLUTION 2019-79

AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED FIFTEEN MILLION DOLLARS (\$15,000,000) IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY OF BRENTWOOD, TENNESSEE

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

SECTION 1. That for the purpose of financing the (i) acquisition of land for and the design, site development, construction, improvement and equipping of public buildings, including but not limited to police headquarters and related facilities; (ii) acquisition of all property, real and personal, appurtenant to any of the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs thereto; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing, if applicable; and (v) payment of the costs related to the issuance and sale of the bond authorized herein, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$15,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

SECTION 2. That the City Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$15,000,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Holly Earls, City Recorder

SECTION 3. 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

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

I, Holly Earls, City Recorder, certify that I am the duly qualified and acting City Recorder of the City of Brentwood, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the Board of Commissioners of the Municipality held on August 12, 2019; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$15,000,000 General Obligation Public Improvement Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality on this the _____ day of _____, 2019.

City Recorder

(SEAL)

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Resolution 2019-80 - A Resolution Authorizing the Issuance of General Obligation Public Improvement Bonds in an amount not to Exceed \$15,000,000

Submitted by: Richard Parker, Finance

Department: Finance

Information

Subject

Resolution 2019-80 - A Resolution authorizing the issuance of General Obligation Public Improvement Bonds, in an amount not to exceed \$15,000,000

Background

Please refer to the backup information provided in the initial bond Resolution 2019-79.

This bond resolution addresses the detail terms and conditions pertaining to the issuance of the bonds.

Contact the Finance Director if you have any questions.

Staff Recommendation

Staff recommends approval of the accompanying resolution.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

The FY 2020 budget includes funding in the Debt Service Fund for the projected March 2020 initial interest payment on up to \$13 million in bonds. If the bond issue is greater than \$13 million, a budget amendment for the Debt Service Fund may be necessary prior to the end of FY 2020.

Attachments

Resolution 2019-80

RESOLUTION 2019-80

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FIFTEEN MILLION DOLLARS (\$15,000,000) OF THE CITY OF BRENTWOOD, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, the City of Brentwood, Tennessee (the "Municipality") is duly incorporated pursuant to Sections 6-18-101 et seq., Tennessee Code Annotated, as amended; and

WHEREAS, by Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to finance public works Project; and

WHEREAS, the Board of Commissioners of the Municipality, has heretofore determined that it is necessary and advisable to issue general obligation public improvement bonds for the purpose of providing funds to finance the (i) acquisition of land for and the design, site development, construction, improvement and equipping of public buildings, including but not limited to police headquarters and related facilities; (ii) acquisition of all property, real and personal, appurtenant to any of the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs thereto; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing, if applicable; and (v) payment of the costs related to the issuance and sale of such bonds; and

WHEREAS, an Initial Resolution proposing the issuance of not to exceed \$15,000,000 in aggregate principal amount of general obligation public improvement bonds, the proceeds of which shall be used for the purposes set forth above, has been adopted on the date hereof, and, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, will be published as required by law; and

WHEREAS, it is the intention of the Board of Commissioners of the Municipality to adopt this Resolution for the purpose of authorizing not to exceed \$15,000,000 in aggregate principal amount of its general obligation public improvement bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

SECTION 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

SECTION 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" shall mean not to exceed \$15,000,000 in aggregate principal amount of General Obligation Public Improvement Bonds of the Municipality, to be dated their date of issuance and having such series designation or such other designation or dated date as the Mayor shall determine pursuant to Section 8 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) "Debt Management Policy" means the Debt Policy approved by the Governing Body by resolution;

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(f) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(h) "Finance Director" means the Director of Finance of the Municipality;

(i) "Project" means the (i) acquisition of land for and the design, site development, construction, improvement and equipping of public buildings, including but not limited to police headquarters and related facilities; (ii) acquisition of all property, real and personal, appurtenant to any of the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs thereto;

- (j) "Governing Body" means the Board of Commissioners of the Municipality;
- (k) "Municipal Advisor" means Raymond James & Associates, Nashville, Tennessee;
- (l) "Municipality" means the City of Brentwood, Tennessee;
- (m) "Project" means the Project;
- (n) "Registration Agent" means Regions Bank, Nashville, Tennessee, as registration and paying agent for the Bonds or any successor designated by the Governing Body;

SECTION 3. Authorization and Terms of the Bonds. (a) For the purpose of providing funds to finance the cost of the Project, to reimburse the Municipality for funds previously expended for the Project, if applicable, and to pay all or a portion of the costs of issuance and sale of the Bonds, there is hereby authorized to be issued general obligation public improvement bonds of the Municipality in the aggregate principal amount of not to exceed \$15,000,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Public Improvement Bonds" and shall be dated their date of issuance, having such series designation or such other designation and such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest per annum at a rate or rates not exceeding the maximum rate permitted by Tennessee law at the time of the issuance of the Bonds or such series thereof, payable semi-annually on March 1 and September 1 in each year, commencing March 1, 2020. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on September 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2022 through 2040, in amounts that result in a debt service schedule consistent with that set forth in Exhibit A.

(b) Subject to adjustments permitted in Section 8 hereof, Bonds maturing September 1, 2022 through September 1, 2029, inclusive, shall mature without option of prior redemption and Bonds maturing September 1, 2030 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2029 and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the Mayor of the Municipality is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor of the Municipality. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds,

as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. On or before the date fixed for redemption, moneys shall be deposited with the Registration Agent to pay the principal of, redemption premium, if any, and interest accrued to the redemption date on the Bonds called for redemption. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Registration Agent is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of

interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the

corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon and attested by the manual or facsimile signature of the City Recorder.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent

directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the Municipality shall discontinue the Book-Entry System with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

SECTION 5. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

REGISTERED
\$

251

registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [March 1, 2020], and semi-annually thereafter on the first day of [March and September] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the principal corporate trust office of Regions Bank, Nashville, Tennessee (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [, premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-

entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing September 1, 20__ through September 1, 20__, inclusive, shall mature without option of prior redemption and Bonds maturing September 1, 20__ and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 20__ and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Commissioners of the Municipality. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall

be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or

any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality for the purpose of providing funds for: (i) acquisition of land for and the design, site development, construction, improvement and equipping of public buildings, including but not limited to police headquarters and related facilities; (ii) acquisition of all property, real and personal, appurtenant to any of the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs thereto; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing, if applicable; and (v) payment of the costs related to the issuance and sale of such bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of Commissioners of the Municipality on _____, 2019.

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the Municipality are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF BRENTWOOD, TENNESSEE

BY: _____
Mayor

(SEAL)

ATTESTED:

City Recorder

Transferable and payable at the
principal corporate trust office of: _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Representative

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____
(Please insert Social Security or Federal Tax Identification Number _____) the within Bond of the City of Brentwood, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

[End of Bond Form]

SECTION 6. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year; provided, however, that the tax so levied in any year may be proportionately reduced to the extent of any appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

SECTION 7. Sale of Bonds. (a) The Bonds shall be offered for competitive public sale, in one or more series, at a price of not less than one hundred percent (98%) of par exclusive of original issue discount, as a whole or in part, from time to time, as shall be determined by the Mayor in consultation with the Municipality's Municipal Advisor. The Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on none of the Bonds exceeds the maximum rate permitted by Tennessee law at the time of the issuance of any series of the Bonds. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) The Mayor, upon consultation with the City Manager, Finance Director and Municipal Advisor, is further authorized with respect to each series of Bonds to:

(1) to adjust the dated date of the Bonds or any series thereof, to a date other than the date of issuance;

(2) to designate the Bonds to a designation other than "General Obligation Public Improvement Bonds";

(3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the Municipality and results in the greatest cost savings for the Municipality, to cause to be sold less than the principal amount authorized herein;

(4) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any series thereof, provided (i) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein, (ii) the first maturity date of the Bonds or any series thereof does not exceed two (2) years from the dated date of such series of the Bonds, and (iii) the resulting debt service is consistent with that set forth in Exhibit A;

(5) to adjust the Municipality's optional redemption provisions of the Bonds or any series thereof, provided the redemption premium, if any, shall not exceed two percent (2%) of the par amount of the Bonds called for redemption or to designate the Bonds, any portion thereof, or any series thereof, as non-callable Bonds; and

(6) to sell the Bonds or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality.

(c) The Mayor and the City Recorder, or either of them, are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

(d) The Mayor and the City Manager and/or Finance Director, or any of them, are authorized to enter into an agreement with the Registration Agent for providing paying agent services. The Municipality has an existing Municipal Advisory agreement between the Municipal Advisor and the Municipality, and hereby authorizes a Supplement in substantially the form presented on Exhibit B, with such changes as may be approved by the Mayor, as evidenced by his execution thereof. In addition, the Mayor is hereby authorized to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form presented as Exhibit C, with such changes as may be approved by the Mayor as evidenced by his execution thereof.

(e) None of the Bonds shall be issued hereunder until the publication of the Initial Resolution adopted by the Governing Body on the date hereof, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, and twenty (20) days have elapsed following such publication during which no legally sufficient petition protesting the issuance of the Bonds has been filed with the City Recorder.

SECTION 8. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be paid to the Municipality to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2019 Public Improvement Construction Fund, in such amounts as shall be determined by the Mayor and the Finance Director (the "Construction Fund") to be kept separate and apart from all other funds of the Municipality. The funds in the Construction Fund shall be disbursed solely to pay the costs of the respective Project, including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, and other necessary miscellaneous expenses incurred in connection with the Project and the issuance and sale of the Bonds. Moneys in the Construction Fund shall be invested as directed by the Finance Director in such investments as shall be permitted by applicable law and the earnings thereon may either be retained in the Construction Fund and used for the same purposes as all other funds in the Construction Fund or paid to the relevant debt service fund to be used to pay interest on the Bonds, as the Finance Director in his discretion shall determine.

SECTION 9. Official Statement. The Mayor, the City Recorder, the City Manager and/or the Finance Director or any of them, working with the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, the City Recorder, the City Manager and/or the Finance Director, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, the City Recorder, the City Manager and/or the Finance Director, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The Mayor, the City Recorder, the City Manager and/or the Finance Director, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

If the Bonds are sold to a purchaser that does not intend to reoffer the Bonds to the public as evidenced by a certificate executed by the purchaser, then an Official Statement is authorized, but not required, as shall be determined by the Mayor, the City Recorder, the Finance Director, or any of them.

SECTION 10. Federal Tax Matters Related to the Bonds. The Municipality recognizes that the purchasers and owners of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the Municipality agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the Municipality that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from being included in gross income for federal income tax purposes. The Mayor, the City Recorder, the City Manager and/or the Finance Director, or any of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any of them shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality. Following the issuance of the Bonds, the Finance Director is directed to administer the Municipality's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

SECTION 11. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

SECTION 12. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Bonds as "qualified tax-exempt obligations," within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, if and to the extent, the Bonds may be so designated and to the extent not "deemed designated".

SECTION 13. Reasonably Expected Economic Life. In accordance with Section 9-21-213, Tennessee Code Annotated, the term of no Bond shall exceed the "reasonably expected economic life" of any part of the Project financed with the proceeds of such Bond.

SECTION 14. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor and the Finance Director, or either of them, are authorized to execute at the closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial

information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

SECTION 15. Reimbursement. It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

SECTION 16. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

SECTION 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page follows]

Adopted and approved this ____ day of _____, 2019.

MAYOR Rhea E. Little, III

ADOPTED: _____

ATTEST: *Approved as to form:*

CITY RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

I, Holly Earls, certify that I am the duly qualified and acting City Recorder of the City of Brentwood, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the Board of Commissioners of the Municipality held on August 12, 2019, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an amount not to exceed \$15,000,000 General Obligation Public Improvement Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality this _____ day of _____, 2019.

City Recorder

(SEAL)

EXHIBIT A

PRELIMINARY AMORTIZATION SCHEDULE

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/30/2020	-	-	335,416.67	335,416.67
06/30/2021	-	-	750,000.00	750,000.00
06/30/2022	485,000.00	5.000%	737,875.00	1,222,875.00
06/30/2023	510,000.00	5.000%	713,000.00	1,223,000.00
06/30/2024	535,000.00	5.000%	686,875.00	1,221,875.00
06/30/2025	565,000.00	5.000%	659,375.00	1,224,375.00
06/30/2026	590,000.00	5.000%	630,500.00	1,220,500.00
06/30/2027	620,000.00	5.000%	600,250.00	1,220,250.00
06/30/2028	655,000.00	5.000%	568,375.00	1,223,375.00
06/30/2029	690,000.00	5.000%	534,750.00	1,224,750.00
06/30/2030	725,000.00	5.000%	499,375.00	1,224,375.00
06/30/2031	760,000.00	5.000%	462,250.00	1,222,250.00
06/30/2032	800,000.00	5.000%	423,250.00	1,223,250.00
06/30/2033	840,000.00	5.000%	382,250.00	1,222,250.00
06/30/2034	885,000.00	5.000%	339,125.00	1,224,125.00
06/30/2035	930,000.00	5.000%	293,750.00	1,223,750.00
06/30/2036	975,000.00	5.000%	246,125.00	1,221,125.00
06/30/2037	1,025,000.00	5.000%	196,125.00	1,221,125.00
06/30/2038	1,080,000.00	5.000%	143,500.00	1,223,500.00
06/30/2039	1,135,000.00	5.000%	88,125.00	1,223,125.00
06/30/2040	1,195,000.00	5.000%	29,875.00	1,224,875.00
Total	\$15,000,000.00	-	\$9,320,166.67	\$24,320,166.67

EXHIBIT B

SUPPLEMENT TO EXISTING MUNICIPAL ADVISORY AGREEMENT
(includes estimated costs of issuance)
(attached)

MUNICIPAL ADVISORY AGREEMENT ACKNOWLEDGEMENT

W I T N E S S E T H

WHEREAS, the City of Brentwood, Tennessee (the “Municipality”) and Raymond James & Associates, Inc., Nashville, Tennessee (the “Municipal Advisor” or “Raymond James”) have previously entered into a Municipal Advisory Agreement, dated, October 12, 2009 (the “Agreement”), as supplemented, to provide financial advice and assistance to the Municipality on an on-going basis regarding the sale and issuance of its debt obligations and related matters, as needed; and

WHEREAS, the Municipality has adopted a formal Debt Management Policy that requires all professionals involved in a debt transaction to disclose any existing client and business relationships between and among the professionals participating in the transaction and in the interest of transparency, all costs associated with the transaction in a timely manner; and

WHEREAS, the Board of Commissioners of the City of Brentwood will consider various resolutions on or about _____, 2019 authorizing the sale and issuance at competitive public sale of not to exceed \$15,000,000 in debt obligations to finance, in whole or in part: (i) acquisition of land for and the design, site development, construction, improvement and equipping of public buildings, including but not limited to police headquarters and related facilities; (ii) acquisition of all property, real and personal, appurtenant to any of the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs thereto; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing, if

applicable; and (v) payment of the costs related to the issuance and sale of such bonds, (the “Bonds”); and

WHEREAS, from time to time, Bass Berry & Sims PLC which is serving solely as the Municipality’s Bond Counsel related to the sale and issuance of the Bonds has represented Raymond James and its legacy firms on legal matters unrelated to the Municipality and may do so again in the future; and

WHEREAS, the Raymond James, other professionals and service providers will receive compensation for duties performed conditioned upon the sale and issuance of the Bonds.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained in the Agreement and this Supplement, it is hereby mutually acknowledged by and between the Municipality and the Municipal Advisor that:

Section 1. Consistent with the Municipality’s formally adopted Debt Management Policy and in the interest of full disclosure and transparency, the foregoing disclosures are made and hereby acknowledged and will be fully disclosed in the Municipality’s Preliminary and Final Official Statements prepared and published with respect to the sale and issuance of the Bonds.

Section 2. It is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Bonds is attached hereto as Appendix A.

Section 3. A State Form CT-0253 (the “Form”) depicting the actual costs of issuance and actual underwriter’s compensation will be prepared and executed at the closing and delivery of the Bond issues, presented to the City Commission at its next scheduled meeting following the delivery of the Bonds and filed with the Tennessee Comptroller of the Treasury’s Director of State and Local Finance in a timely fashion as required by prevailing State law.

APPENDIX A

CITY OF BRENTWOOD

PROJECT AMENDMENT AND SUPPLEMENT

Section 1. Consistent with the Issuer's formally adopted Debt Management Policy and/or in the interest of full disclosure and transparency, the following disclosures supplement those included in the master Agreement, as supplemented and amended, and are made and hereby acknowledged as fully disclosed and waived where applicable.

Section 2. It is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Debt Obligations contemplated by this Project Amendment and Supplement will be provided to the Issuer at the earliest possible date once individual Project, timetables and similar determinations are made. Fees payable to the Municipal Advisor shall be determined based on sections 19 and 20 of the master Agreement.

The services, service providers and estimated costs related to the sale and issuance of the Debt Obligations for the purpose of financing the (i) acquisition, construction, development, extensions and improvements of public buildings including, but not limited to, a new police headquarters facility; (ii) acquisition of all property, real and personal, appurtenant to any of the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs thereto; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing; and (v) payment of costs incident to the issuance and sale of the Debt Obligation (collectively, the Project") are as follows:

<u>Activity</u>	<u>Provider</u>	<u>Projected Total</u>
Municipal Advisor:	Raymond James & Associates, Inc.	\$36,000.00
Bond Counsel:	Bass, Berry & Sims PLC	20,000.00
Rating Agencies:		
	Moody's Investors Service, Inc.	22,000.00
	S&P Global Ratings (estimated)	18,500.00
Registration and Paying Agent:	Regions Corporate Trust	1,000.00
Preliminary OS; Final OS; Distribution, Printing, etc.:	I-Deal Prospectus; IPREO	1,500.00
Cusips; Other:	S&P Cusip Service (estimated)	<u>850.00</u>
Estimated Total:		<u>\$98,850.00</u>

Section 3. Underwriter's discount is compensation paid to the bond underwriter relating to the purchase of the of the Issuer's Debt Obligations. Such compensation is determined through the formal competitive pricing process on the date of the sale. This compensation is embedded in the Debt Obligation pricing and is not a separately stated cost of issuance.

Section 4. A State Form CT-0253 depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at the closing and delivery of the Debt Obligations, presented to the Board of Commissioners of the Issuer at its next scheduled meeting following the delivery of the Debt Obligations and filed with the Tennessee Comptroller of the Treasury's Director of State and Local Finance in a timely fashion as required by prevailing State law.

Section 5. To the extent other related Raymond James personnel assist with and provide investment services to the City, it is acknowledged that separate compensation will be paid for any such services and that up to one-half of any such fees paid to Raymond James may be shared internally with representatives of the Municipal Advisor acting as a solicitor and that any such fees charged will be the same regardless of whether a solicitor is used or not.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS PROJECT AMENDMENT AND SUPPLEMENT to be signed and sealed by their respective authorized officers this ____ day of August 2019.

CITY OF BRENTWOOD, TENNESSEE

By: _____
Name: Rhea Little III
Title: Mayor

ATTEST:

By: _____
Name: Holly Earls
City Recorder

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Richard T. Dulaney
Managing Director
Public Finance // Debt Investment Banking

EXHIBIT C

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL
(attached)

_____, 2019

City of Brentwood, Tennessee
Attn: The Honorable Rhea Little, III
5211 Maryland Way
P.O. Box 788
Brentwood, Tennessee 37024-0788

**Re: Issuance of Approximately \$15,000,000 General Obligation Public
Improvement Bonds, Series 2019 (the "Bonds")**

Dear Mayor Little:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Brentwood, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds for the (i) finance public improvement projects in and for the Issuer; and (ii) payment of costs incident to the issuance and sale of the Bonds. We further understand that the Bonds will be sold in one or more series at a competitive public sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issues.

5. Prepare election proceedings or pursue validation proceedings, if any.
6. Draft those sections of the official statement disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.
7. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
8. Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (6) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except as described in paragraph 8 above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Our firm represents Raymond James & Associates, Inc. in matters unrelated to the Bonds. We believe this representation fits within the foregoing description. Execution of this letter will signify the Issuer's consent to such representation of Raymond James & Associates, Inc. and to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, our fee is estimated to be \$20,000. The fee quoted above includes all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. Our fees will be due and payable upon the successful closing of the Bonds.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by applicable law, any action

between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

CITY OF BRENTWOOD, TENNESSEE

BASS, BERRY & SIMS PLC:

By: _____
Rhea Little, III, Mayor

By: _____
Jeff Oldham, Member

26789171.1

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Appointment of One (1) Member to the Board of Building Construction Appeals

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of one (1) member to the Board of Building Construction Appeals

Background

At the August 12, 2019 meeting, the Board of Commissioners will appoint one (1) member to the Board of Building Construction Appeals. The BBCA is responsible for hearing appeals and making decisions for applicants who believe the City's building inspector or Engineering Department have erred in their decisions related to the interpretation of the adopted building and land disturbance codes. The BBCA also hears requests for variances from the requirements of the City's flood ordinance and conducts hearings in regard to structures that are determined to be unfit for human occupation.

In accordance with Section 14-41 of the Code of Ordinances, membership on the BBCA is composed of one registered architect, one registered structural engineer, one member at large from the building industry, one building contractor and one member at large from the public. Applicants must also be residents of the City of Brentwood.

The position up for appointment at this time is the position for a member at large from the public. The appointee will serve a three (3) year term expiring on August 31, 2022.

Notice of the upcoming appointments and process/deadline for applications were published in the *Tennessean's* "Williamson" section and posted on the City's web page (www.brentwoodtn.gov) and on the Brentwood City Government Cable Channel (BTV).

The interested person is:

1. Dan Jordan

The application is attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Application

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Monday, June 24, 2019 9:20:03 AM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 06/24/2019 9:19 AM
Response #: 135
Submitter ID: 14216
IP address: 172.24.96.111
Time to complete: 15 min. , 3 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Board of Building Construction Appeals

What is your name?

Dan Jordan

Spouse's name (if applicable)?

Margaret Jordan

Address:

6025 Wellesley Way

Phone Number:

615-390-3251

Email address:

danhjordan@comcast.net

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

jordan properties Inc

Job Title

President

Spouse's Current Employer or Former Employer if Retired:

Folk-jordan Co

Spouse's Job Title:

Retired

How many years have you lived in Brentwood?

8

Please provide a detailed description of your community involvement below:

I have been in business in Brentwood over 40 Years. I have lived within the city limits of Brentwood for about eight years. I am a member of Brentwood Rotary Club. I attend meetings of planning Commission and City Commission and give input as needed, I am very interested in the orderly development of Brentwood. i vote in all city elections.

Please provide a brief summary of why you would like to serve on this board:

I have been on the Board and would like to continue. I like looking at problems and helping provide solutions. I think it is good to have an appeal process when needed. After owning at managing the largest residential real estate firm in Brentwood, I have the experience and background to provide meaningful input.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

I have purchased property from the city.

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Appointment of Four (4) Members to the Environmental Advisory Board

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of four (4) members to the Environmental Advisory Board

Background

At the August 12, 2019 meeting, the City Commission is scheduled to appoint four (4) members to the Environmental Advisory Board. Three appointees will each serve a two (2) year term ending August 31, 2021, and one appointee will serve an unexpired term ending August 31, 2020. Applicants must be residents of the City of Brentwood.

Notice of the upcoming appointment and process/deadline for applications were published in the *Tennessean's* "Williamson" section and posted on the City's web page (www.brentwoodtn.gov) and on the Brentwood City Government Cable Channel (BTV).

The interested persons are:

1. Brian Batey
2. Drew Britt
3. Patrick Collins (incumbent)
4. Chris Cummins
5. Margie Hawkins
6. Laura Miller
7. Susan Reaves
8. Francine Schwartz
9. Jessica Starnes
10. Nikol Wiemer (incumbent)

Their applications are attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Applications

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Friday, July 12, 2019 1:48:57 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 07/12/2019 1:48 PM
Response #: 144
Submitter ID: 14428
IP address: 172.24.96.111
Time to complete: 38 min. , 55 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Environmental Advisory Board

What is your name?

Brian Batey

Spouse's name (if applicable)?

Lacey Batey

Address:

1603 Crockett Hills Blvd

Phone Number:

615-829-3444

Email address:

brian.batey@gmail.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

HealthStream

Job Title

Team Lead (Software Development)

Spouse's Current Employer or Former Employer if Retired:

Urban Science

Spouse's Job Title:

Administrative Assistant

How many years have you lived in Brentwood?

7

Please provide a detailed description of your community involvement below:

Father of 3 children at Lipscomb Elementary, BMS, and BHS. Deacon at Acklen Avenue Church of Christ. Occasional volunteer for the BHS marching band.

Please provide a brief summary of why you would like to serve on this board:

Just looking to get involved and give a little positivity back to the community. My graduate degree is in Sustainability and I'm passionate about the environment, energy efficiency, and corporate social responsibility so this seemed like a good fit.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No.

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No.

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No.

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

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From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Tuesday, July 9, 2019 9:56:47 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 07/09/2019 9:56 PM
Response #: 140
Submitter ID: 14390
IP address: 172.24.96.111
Time to complete: 11 min. , 8 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Environmental Advisory Board

What is your name?

Drew Britt

Spouse's name (if applicable)?

Whitney Britt

Address:

202 River Oaks Road, Brentwood, TN 37027

Phone Number:

615-454-7878

Email address:

abritt10@yahoo.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

ClearTrust Wealth Advisors

Job Title

Financial Advisor

Spouse's Current Employer or Former Employer if Retired:

Homemaker

Spouse's Job Title:

Stay-at-Home Mom

How many years have you lived in Brentwood?

9

Please provide a detailed description of your community involvement below:

During our tenure in Brentwood, we have not had a ton of involvement in the community. We have participated in local school events at Scales Elementary for friends such as songwriter's night. Most of our involvement has been with our church and West Nashville Dream Center. Being a citizen of Brentwood, I'm looking for ways to set a great local example for my kids / family in the area we live.

Please provide a brief summary of why you would like to serve on this board:

Being a citizen of Brentwood, I'm looking for ways to set a great local example for my kids / family in the area we live. I believe Environmental Advisory serves a great purpose for recognition of people / companies who are doing things to improve our local environment. I would love to be a part of something that helps give back to our great local city. I would love the opportunity to serve in this capacity.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Thursday, July 4, 2019 7:53:13 AM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 07/04/2019 7:53 AM
Response #: 136
Submitter ID: 14352
IP address: 172.24.96.111
Time to complete: 6 min. , 57 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Environmental Advisory Board

What is your name?

Patrick Collins

Spouse's name (if applicable)?

Jo

Address:

1094 Sunset road

Phone Number:

615 519 5511

Email address:

patcollins357@gmail.com

Employment Status:

(o) Retired

Current Employer or Former Employer if Retired

SESAC

Job Title

Vice Chairman

Spouse's Current Employer or Former Employer if Retired:

not applicable

Spouse's Job Title:

not applicable

How many years have you lived in Brentwood?

25

Please provide a detailed description of your community involvement below:

My term as a Board member will expire at the end of August, 2019 and I would like to continue.

Please provide a brief summary of why you would like to serve on this board:

I enjoy and appreciate the mission.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

no

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

no

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

no

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as

described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Thursday, July 11, 2019 1:02:57 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 07/11/2019 1:02 PM
Response #: 143
Submitter ID: 14412
IP address: 172.24.96.111
Time to complete: 16 min. , 54 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Environmental Advisory Board

What is your name?

Chris Cummins

Spouse's name (if applicable)?

Serena Cummins

Address:

731 Thurrock Circle

Phone Number:

6157883745

Email address:

chris.cummins@bellsouth.net

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

Self

Job Title

Owner

Spouse's Current Employer or Former Employer if Retired:

Self

Spouse's Job Title:

Owner

How many years have you lived in Brentwood?

4

Please provide a detailed description of your community involvement below:

My wife was born and raised in Brentwood and we chose to move here in 2014 from Franklin so that our 3 girls could attend and graduate Brentwood High as she did. We love the schools, community events, parks, and city administration in Brentwood.

I am the former Treasurer and currently serve on the Board of The Citizens For Brentwood Greenspace. Gil Hutchison is our President. I have served on this board for the past 3 years. CBGS is working directly with the City this year to promote and sell custom-made city map t-shirts online, at community events, and throughout this year. All proceeds from the shirt sales goes directly back to the City of Brentwood. We also host an annual fundraiser in the Fall - A Walk In The Park - raising funds for our City parks and Smith Park.

I am also a graduate from the Class of 2018 in the Leadership Brentwood Program. I served as Vice-chair for last year's class and am proud to have been elected the Chairman leading the new class members of our program for 2019-2020.

We are also active members at Brentwood United Methodist Church.

My wife and I remain very active in our childrens' school events at both Brentwood Middle and Brentwood High. Two of our girls play volleyball for the school teams and we are both very active in supporting those programs as well.

Please provide a brief summary of why you would like to serve on this board:

I enjoy my current involvement in the City and find my community and Board involvement a good compliment to running our business and raising our children in Brentwood. My involvement has provided many opportunities for me and my family to contribute and get even more involved with our city. In turn, I expect the opportunity to serve on the Environmental Advisory Committee will provide me with a greater understanding of our city's managed growth along with the individuals and companies involved in managing that growth. I look forward to learning more about our environmental efforts and also recognizing those that promote our smart growth in Brentwood.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

N/A

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

N/A

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

N/A

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Wednesday, July 10, 2019 12:15:22 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 07/10/2019 12:15 PM
Response #: 141
Submitter ID: 14395
IP address: 172.24.96.111
Time to complete: 49 min. , 3 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Environmental Advisory Board

What is your name?

Margie Hawkins

Spouse's name (if applicable)?

Derek Hawkins

Address:

914 STEEPLECHASE DRIVE

Phone Number:

615-418-6681

Email address:

margiehawkinsstem@gmail.com

Employment Status:

(o) Retired

Current Employer or Former Employer if Retired

Lebanon Special School District

Job Title

Science Teacher/Department Chair/STEM Consultant

Spouse's Current Employer or Former Employer if Retired:

Self Employed (Mimosa Music)

Spouse's Job Title:

owner Mimosa Music

How many years have you lived in Brentwood?

9

Please provide a detailed description of your community involvement below:

I recently retired from the Lebanon Special School District. Although I have lived in Brentwood for 9 years, up until now, my community involvement has mainly been in Lebanon TN where I was teaching for 16 years. I served on the Lebanon Beautification Commission for several years - while with this group, I designed and implemented a county-wide spring clean-up/school competition, Think Green, Think Clean - although I resigned from the Beautification Commission when I moved to Brentwood in 2010, this program has continued and has now been in place for 11 years. Each spring school groups can win money for their school by helping to clean up their community. <https://www.facebook.com/pages/category/Community-Organization/Think-Green-Think-Clean-358281484380798/>

My Girl's Science Club would organize a county-wide community Earth Day event each year, which include e-waste collection, book swaps, local environmental and power companies exhibiting their products and ways to be more environmentally responsible - along with a Recycle Circus of carnival games made from recycled materials for the children who attended to play, win candy, and learn more about being stewards of our environment.

I have conducted Project Wild and Project Wet workshops for teachers and been involved in MANY environmental projects of the years.

I currently serve as the Public Relations Chair and District 9 Director for the TN Science Teacher's Association. I attend educator conferences and school district events around the state to promote TSTA. I run all social media account for the association (FB, Twitter, Instagram) and develop partnerships between our organization and other TN organizations to promote science education. I also help organize and run our Fall TSTA Conference each year. (Our membership has almost doubled in the two years I have been in charge of Public Relations)

I also serve on the TSTA Awards Committee and help to read and make recommendations on all nominations/applications for our Science Teacher of the Year Awards given to one educator from each level of teaching each year.

I work as a STEM Consultant, training STEM teachers throughout the state of TN and around the country. I served as the Chairman of the first ever NSTA (National Science Teaching Association) STEM Forum and Expo in Atlantic City and as Program Chair for the 2016 NSTA National Conference in Nashville.

Please provide a brief summary of why you would like to serve on this board:

As evidenced by my volunteer activities, science education and environmental stewardship are my passions. Now that I am retired from teaching, I am looking for a way I can contribute to my community here in Brentwood. When I saw the posting of an opportunity to serve on this environmental board - it seemed like it would be the perfect spot for me!

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

no

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

no

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

no

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Friday, June 21, 2019 9:26:05 AM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 06/21/2019 9:25 AM
Response #: 134
Submitter ID: 14187
IP address: 172.24.96.111
Time to complete: 4 min. , 7 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Environmental Advisory Board

What is your name?

Laura Miller

Spouse's name (if applicable)?

Jeff Miller

Address:

9813 Albemarle Lane

Phone Number:

615-878-0745

Email address:

cleanslateclub@gmail.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

Parthenon Management Group

Job Title

Project Manager

Spouse's Current Employer or Former Employer if Retired:

Learfield IMG College

Spouse's Job Title:

General Manager

How many years have you lived in Brentwood?

11

Please provide a detailed description of your community involvement below:

I have been involved with my children's schools (Sunset Elementary, Sunset Middle, and Ravenwood High Schools) as well as with local club soccer and volleyball teams as a volunteer. With another Sunset Elementary mom, I founded the Green Team at Sunset Elementary to help improve the sustainability efforts at the school, as well as educate the students about the environment.

Please provide a brief summary of why you would like to serve on this board:

I am extremely passionate about the environment and improving sustainability in our community. I try to lead by example and educate all my friends about the individual steps we can take to mitigate our impact on our environment. Brentwood is such a beautiful place, and I would like to protect and preserve that, but also improve our commitment to sustainability.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Tuesday, July 9, 2019 8:37:03 AM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 07/09/2019 8:36 AM
Response #: 138
Submitter ID: 14380
IP address: 172.24.96.111
Time to complete: 23 min. , 30 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Environmental Advisory Board

What is your name?

Susan S. Reaves

Spouse's name (if applicable)?

Norman S. Reaves

Address:

6024 Foxland Drive

Phone Number:

615-419-3177

Email address:

sreaves2@att.net

Employment Status:

(o) Retired

Current Employer or Former Employer if Retired

Nashville Public Library

Job Title

Digital Inclusion Educator

Spouse's Current Employer or Former Employer if Retired:

AT&T

Spouse's Job Title:

Network Integration Executive

How many years have you lived in Brentwood?

19

Please provide a detailed description of your community involvement below:

Co-Chair Volunteers, Christmas Village - organize and recruit over 300 volunteers to participate in the event.

Christmas Village Executive Board - as a voting member, I assist in making decisions for the life of the organization, which raises over \$600,000 annually for entities of VUMC

Co-Chair Philanthropy Pi Beta Phi Alumnae Club- recruit members to participate in the Club's Literacy philanthropies, arrange for literature to be donated to service organizations, submit club applications for national awards

Alateen Group Sponsor - meet with groups of teens whose lives have been impacted by alcohol and addiction

Please provide a brief summary of why you would like to serve on this board:

As a former educator, I was endorsed in Environmental Science, and taught Ecology and Environmental Science for a semester. I minored in Geology in college, and so the Environment has always been of huge interest to me. I would like to serve on the Board because I feel that its existence and the awards it makes to local organizations brings a great awareness to our city of how important our environment is and anyone can make an impact.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so,

please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Wednesday, July 10, 2019 3:18:23 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 07/10/2019 3:18 PM
Response #: 142
Submitter ID: 14401
IP address: 172.24.96.111
Time to complete: 5 min. , 15 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Environmental Advisory Board

What is your name?

Francine Schwartz

Spouse's name (if applicable)?

Jeffrey Schwartz

Address:

9400 Greyjoy Drive

Phone Number:

860-460-8829

Email address:

schwartzf88@gmail.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

Pathfinder counseling LLC - College Bound Direction

Job Title

President/Founder

Spouse's Current Employer or Former Employer if Retired:

Pfizer

Spouse's Job Title:

Retired - Biostatistician

How many years have you lived in Brentwood?

1

Please provide a detailed description of your community involvement below:

East Lyme CT Planning Commission 2002-2016 : Chairman 3 years; Secretary 2 years; Served on the Open Space Steering; Open Space Acquisition; and Sustainable Development and Climate Adaptation Committees; Instrumental in developing and implementing storm water management policies; Worked with town government, and citizen stakeholders on the development of two state mandated Plans of Conservation and Development.

Member of the Williamson County Chamber of Commerce

Justice of the Peace - East Lyme CT 2005 - 2018

Board member Southeast CT Women's Network

President/Secretary Joshua Valley Neighborhood Association, East Lyme, CT

Vice President/Membership Chair/ Educational Coordinator for Business Network International

Hammonasset Chapter, Madison, CT

Please provide a brief summary of why you would like to serve on this board:

It would be an honor to serve as a member of the Brentwood Environmental Advisory Board.

We moved to Brentwood because of its natural beauty, system of public parks and trails, quality of life and the forward-thinking policies of its leadership. I believe it is important to contribute to the community efforts to protect and enhance our natural resources in TN, one of the most biodiverse inland states. As a past planning commission member in CT as well as the founder of a college consulting company working with high school students, I know the value of empowering people especially youth to become stewards of the environment through advocacy, education, recognition of exemplary efforts, and economic growth that is innovative as well as sustainable. For these reasons I am applying to become a member of the board.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Friday, July 12, 2019 5:21:20 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 07/12/2019 5:21 PM
Response #: 145
Submitter ID: 14432
IP address: 172.24.96.111
Time to complete: 4 min. , 11 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Environmental Advisory Board

What is your name?

Jessica Starnes

Spouse's name (if applicable)?

Joseph Starnes

Address:

201 Long Valley Rd

Phone Number:

(858) 344-3689

Email address:

jstarnes85@gmail.com

Employment Status:

(O) Homemaker

Current Employer or Former Employer if Retired

Homemaker

Job Title

Mom

Spouse's Current Employer or Former Employer if Retired:

Lipman Brothers

Spouse's Job Title:

Vice President of RSL Holdings

How many years have you lived in Brentwood?

5

Please provide a detailed description of your community involvement below:

I volunteer regularly with our Church in Brentwood. I was also asked to be on the Children's Ministry Leadership Team where we create a yearly calendar of activities, recruit volunteers when needed, plan major events for the church/ministry and create monthly engaging programming for our youth.

This year I helped with the church's Vacation Bible School. I have never attended a VBS myself or helped with a VBS before but it was a great experience. I was leader of a station that every child cycled through. It was something new for me and while more physically and mentally taxing than anticipated, it is something I'm really proud to have been involved in.

I am on the board of Music City Multiples. This is the local chapter of the national nonprofit, Multiples of America, which supports families that have twins, triplets, and higher order multiples. I currently act as the Activities Director where I manage several officers in organizing monthly activities for these families across Middle Tennessee. I also help plan and execute our two major parties for the year. I am an active member in the club as well, creating, hosting, and attending events with my 3 1/2 year old twins. A major goal we have is larger community involvement. I have been working closely with the Fundraising and Marketing Director in selecting our club charities and creating regular opportunities for families/members to get involved. We have worked with Ronald McDonald House in the past and currently with The Diaper Connection.

During the holidays our family likes to do a collection of money or goods for different groups in need. We have raised money for The Nashville Food Project, clothing for Room In the Inn, and food for Katie's Cupboard.

Community involvement is something I was raised with and it is something I am committed to instilling in my kids, being an active member in your community is so important. I really can't think of a better way to give back to my community than by being part of the group (EAB) that can impact and encourage conservative measures to better our neighborhoods for years to come.

Please provide a brief summary of why you would like to serve on this board:

I would like to be a part of this board because of my general interest in conservation and a passion for a healthy environment for our community and future.

Being born and raised in San Diego, California, you become acutely aware of how our actions impact the world around us. Living through decades of drought fostered an early appreciation of our resources and the need for their conservation and management. This led me to get a degree in Environmental Studies. With my degree I worked for eight years in the field of energy conservation and consulting. As a Project Manager and then Regional Energy Efficiency Manager, we helped businesses reduce their energy consumption and ecological footprint.

I always enjoyed living in a state that took risks and challenged itself and its residents to make the environment a priority. With tough policy, ambitious targets, and proactive regulations, California is known as a leader in environmentalism, conservation, and creating models and trends that often follow nationally and worldwide.

My husband was born and raised in Nashville. We met in San Diego where he was stationed as a Marine Corps Pilot. When we decided to leave the USMC my husband attended Vanderbilt for his MBA and upon graduation we decided to make TN our forever home. When we moved here in the summer 2015, I immediately saw a significant shift in how people perceived the environment and what often appeared to be a lack of awareness or interest in conservation. Even easy things, that should be second nature, like recycling are not widely available. Many of our friends and family here do not opt in or make the extra effort- it was shocking to me. I am disappointed time and again being out in the community without recycling options available (and delighted when they are!). I've seen pretty careless practices with watering, a growing city without proper public transportation offerings, and wish there were better resource management practices.

I think this is such an important time for our youth and our flourishing city. We have an opportunity to make positive changes and guide our community and neighbors to make better choices for our future. Coming from CA and a state that made it a priority, I would love to help bring some of those practices here to Brentwood. I think it would be fun to join you all in your wonderful efforts and try my best to help the board and our community!

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No.

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No.

If appointed to the board identified above, are you aware of any potential conflicts of interest you

may have in regard to business before the board? If so, please describe:

No.

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Tuesday, July 9, 2019 1:15:01 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 07/09/2019 1:14 PM
Response #: 139
Submitter ID: 14383
IP address: 172.24.96.111
Time to complete: 16 min. , 37 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Environmental Advisory Board

What is your name?

Nikol K. Wiemer

Spouse's name (if applicable)?

Bob Wiemer, Jr

Address:

1929 Shamrock Drive

Phone Number:

(615) 585-8196

Email address:

nbwiemer@comcast.net

Employment Status:

(O) Homemaker

Current Employer or Former Employer if Retired

Tenneco Gas / Let's Get Moving

Job Title

Field env coord /project manager in training

Spouse's Current Employer or Former Employer if Retired:

Hardenbergh Group

Spouse's Job Title:

CEO

How many years have you lived in Brentwood?

21

Please provide a detailed description of your community involvement below:

City of Brentwood - Environmental Advisory Board (2016-current)

Past:

Scales Elementary School - PTO board and PTO President

Brentwood Swim and Tennis Club (Wildwood) - Board member

Brentwood Academy Alumni Council

Junior Achievement Volunteer

Buffalo Bayou Coalition, Secretary (Houston ,TX)

Vanderbilt University Alumni Recruitment Committee

Please provide a brief summary of why you would like to serve on this board:

I have served on the EAB board for three years and have enjoyed working with community leaders and volunteers to encourage citizens to take a more active approach towards conservation and sustainability. I think the Arbor Day environmental awards, the recent addition of the drug return box at City Hall and the current goal of installing/retrofitting city water fountains to bottle refill stations have improved our community. I'm looking forward to watching the board continue to have a positive influence in Brentwood.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group

with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

None

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Appointment of One (1) Member to the Park Board

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of one (1) member to the Park Board

Background

At the August 12, 2019 meeting, the City Commission is scheduled to appoint one (1) member to the Park Board. Applicants must be residents of the City of Brentwood. The appointee will serve the remainder of an unexpired term that expires on April 30, 2020.

Notice of the upcoming appointment and process/deadlines for applications were published in the Tennessean's Williamson section and posted on the City's website (www.brentwoodtn.gov) and on the Brentwood City Government Cable Channel (BTV).

The interested persons are:

1. Patricia Olenick
2. Daniel Spann

The applications are attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Applications

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Tuesday, July 9, 2019 5:42:28 AM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 07/09/2019 5:42 AM
Response #: 137
Submitter ID: 14379
IP address: 172.24.96.111
Time to complete: 7 min. , 31 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Park Board

What is your name?

Patricia Olenick

Spouse's name (if applicable)?

Leon Olenick

Address:

1519 Wesley Court Brentwood, TN

Phone Number:

615-512-1327

Email address:

Pat.Olenick@HCAHealthcare.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

HCA Healthcare

Job Title

Director of Internal Audit-Compliance

Spouse's Current Employer or Former Employer if Retired:

Retired-Administrator of Healthcare System for TN Correctional Department

Spouse's Job Title:

Administrator

How many years have you lived in Brentwood?

24.5

Please provide a detailed description of your community involvement below:

Actively involved with the Church in Brentwood and the Raintree Forest Community.

Please provide a brief summary of why you would like to serve on this board:

Very interested in the Parks and Environment. They provide an important part of community life for all ages. Parks should be cherished and enjoyed by all and preserved. I would like to give back to the community as so much has been given to me. I am an experienced Board Member serving the Alzheimer's Association as a Board member for 10 plus years in various roles.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

None

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

[x] I Agree

Thank you,
City of Brentwood

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From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Tuesday, July 16, 2019 4:26:47 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 07/16/2019 4:26 PM
Response #: 147
Submitter ID: 14468
IP address: 172.24.96.111
Time to complete: 24 min. , 35 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Park Board

What is your name?

Daniel Spann

Spouse's name (if applicable)?

Amy Spann

Address:

8208 Devens Drive

Phone Number:

6157140400

Email address:

danieljspann@gmail.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

Barge Design Solutions, Inc.

Job Title

Senior VP, Transportation Business Unit Director

Spouse's Current Employer or Former Employer if Retired:

Ensafe, Inc.

Spouse's Job Title:

Environmental Engineer

How many years have you lived in Brentwood?

13

Please provide a detailed description of your community involvement below:

With the exception my time away for college at TN Tech, my world has revolved around Brentwood since 1981 when I was 7 years old. That year my family moved to Crieve Hall from Dekalb County so my father could work at David Lipscomb and preach at Brentwood Hills church of Christ. My father became a member of the Brentwood Rotary, we went to the doctor and dentist and the then one-story Brentwood primary care and I practiced little league in an empty lot behind Forest Hills church of Christ, neither of which are there today. My mother still lives in Crieve Hall and my father is currently a resident at Wellington Place assisted living on Ward Circle. My wife (Amy Boyd Spann) and In-laws (Larry and Roxann Boyd) and bother-in-law Ryan Boyd are all long-time Brentwood residents growing up on Old Smyrna Road and attending Brentwood schools.

When Amy and I returned from Tech, our first home was in the Landings Apartments in Brentwood. We purchased a starter home in Franklin where we lived for 8 years before purchasing our current and hopefully last home in Brenthaven in 2007.

Amy and I attended Harpeth Hills church of Christ for many years. We were both graduates of the Citizens Police Academy in 2008. I have been an active member of the Brentwood Morning Rotary Club for 10 years. I was a member of the Maryland Farms and Brentwood Family YMCA for 17 years. I coached Brentwood Blaze football for three years in 2009 to 2011 for my nephew's team and I am a 2018 Leadership Middle TN Graduate.

I am past board member and past board chair of Ride for Reading, a locally formed non-profit dedicated to improving literacy and healthy living for children in low in-come areas. I am active with Walk Bike Nashville and have served as a delegate the National Bike Summit in DC.

My wife and I both travel a lot for work and in doing so have gained a deeper appreciation for Brentwood every time we do.

Please provide a brief summary of why you would like to serve on this board:

Before moving to Brenthaven, my wife and I frequented Crockett Park. One weekend, while riding bikes in the park we discussed how great it would be to live somewhere close to the park. By chance we popped out of the park on Wikle Road, turned left and saw a house for sale at the corner of Glover Ct. and Devens and that's where we live today.

Being able to ride or walk to the park and be connected to the things like the Library and Y are big factors in why we live where we do. When I was coaching Blaze, I rode or walked to every game and practice. We can ride quicker than drive to our nieces and nephews in Indian Point and now we can access by greenway Smith Park.

The parks are important to me and my family. I would like to see them continue to strengthen and grow as the assets for quality of life and healthy living that they are for the City.

My professional work and the work of my firm does involve parks and multi-modal transportation. We do work across the southeast and I would like to bring some of that experience and knowledge to the City if I can.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

I am not aware of any current contracts that my firm or any relationships have with the City that would be a conflict; however, I have done work for the City in the past with past firms. Most of this work was traffic or transportation infrastructure related and not specifically parks. I can provide more information about the work I have done for the City in the past if needed.

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

If my firm chose to pursue a parks project opportunity in Brentwood there could be a conflict but I am not aware of any opportunities to do so at this time and that is not my specific area of oversight for the firm. I can provide more detail about how we are structured and the work that we do if needed.

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Brentwood City Commission Agenda

Meeting Date: 08/12/2019

Appointment of City Commission Representative to the Tree Board

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of City Commissioner to the Tree Board

Background

At the August 12, 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

Fiscal Impact

Attachments

No file(s) attached.
