



**Agenda for the Regular Meeting of Board of Commissioners
Tuesday, January 14, 2020 - 7:00 pm
Brentwood City Hall**

Call to Order by Mayor
Roll Call
Invocation by Commissioner Macmillan
Pledge of Allegiance to the Flag by Commissioner Smithson
Oath of Office for Police Officer - Max Phillips
Proclamation - 2020 Census

Approval or Correction of Minutes

December 9, 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 2020-01 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY FOR GROUP LIFE AND ACCIDENTAL DEATH/DISEMBLEMENT INSURANCE BENEFITS FOR EMPLOYEES, for adoption

2. Resolution 2020-02 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE DAVENPORT GROUP USA FOR DEVELOPMENT MANAGEMENT AND PERMITTING SOFTWARE SYSTEM, for adoption
3. Approval of Issuance of a Certificate of Compliance to Ann Brinkmann/Grape and Grain, LLC for Retail Sale of Alcoholic Beverages at Brinkmann's Wine & Spirits (127 Franklin Road, Ste 120)

Old Business

1. Other old business

New Business

1. Resolution 2020-03 - A RESOLUTION TO AMEND THE FEE STRUCTURE FOR USE OF CITY PARK FACILITIES AND ADOPT THE SHELTER POLICY, for adoption
2. Resolution 2020-04 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE PARENT COMPANY TO ESTABLISH FINAL GUARANTEED MAXIMUM PRICE FOR THE POLICE DEPARTMENT HEADQUARTERS FACILITY, for adoption
3. Resolution 2020-05 - A RESOLUTION TO ADOPT AN AGREEMENT FORM FOR INSTALLATION AND MAINTENANCE FOR THE FRANKLIN ROAD SOUTH GRINDER SYSTEM PROJECT, for adoption
4. Other new business



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: 01/14/2020

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 December 9, 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, December 9, 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

Mayor Little led the Invocation. The Pledge of Allegiance was led by Cub Scout Pack 136. Mayor Little administered the Oath of Office for new police officer Chuck Castleberry.

Approval or Correction of Minutes

November 25, 2019

Moved by Commissioner Nelson Andrews for approval of the minutes as written, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

City Manager Kirk Bednar moved Items 2 and 4 from the Consent Agenda to the Regular Agenda for discussion at the request of the Board of Commissioners.

Consent Agenda

Resolution 2019-110 - A RESOLUTION AUTHORIZING THE SPONSORSHIP OF WATER REFILL STATIONS IN BRENTWOOD PARKS AND TO ENTER INTO AN AGREEMENT WITH WILLIAMSON COUNTY CHAMBER FOUNDATION TO PROVIDE FOR FUNDRAISING, for adoption

Resolution 2019-112 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST, A THOMSON REUTERS BUSINESS, FOR SUBSCRIPTIONS TO LEGAL PUBLICATIONS AND ONLINE DATABASES, for adoption

Approval to purchase dump truck for Public Works Department

Approval to purchase body armor for the Police Department

Cancellation of Board of Commissioners' meeting scheduled for December 16, 2019

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

Vote: 7 - 0 Approved - Unanimously

Old Business

Ordinance 2019-11 - AN ORDINANCE REVISING SECTIONS 70-132 AND 70-158 OF THE MUNICIPAL CODE IN REGARD TO EXISTING PREPAID WATER AND SEWER TAP FEE CREDITS AND REVISING SECTION 70-159 TO PROVIDE FOR AN OPTIONAL MANUAL WATER METER READING FEE, for consideration on second and final reading

Moved by Commissioner Nelson Andrews for passage of Ordinance 2019-11, seconded by Mayor Rhea Little

Vote: 7 - 0 Approved - Unanimously

New Business

Resolution 2019-111 - A RESOLUTION ADOPTING REVISIONS TO THE JOHN P. HOLT BRENTWOOD LIBRARY POLICY MANUAL, for adoption

Moved by Commissioner Regina Smithson for approval, seconded by Mayor Rhea Little

Moved by Commissioner Anne Dunn to amend the policy as proposed by removing the changes to the section related to the Brentwood Room Development Statement to be considered at a later date, seconded by Vice Mayor Ken Travis

Vote: 7 - 0 Approved - Unanimously

The main motion as amended passed.

Vote: 7 - 0 Approved - Unanimously

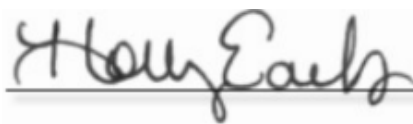
Resolution 2019-113 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH VIGILANT SOLUTIONS, LLC FOR A FIVE-YEAR SUBSCRIPTION FOR A FIXED LPR SYSTEM AT FOUR ADDITIONAL LOCATIONS, for adoption

Moved by Vice Mayor Ken Travis for approval, seconded by Mayor Rhea Little

Vote: 7 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:40 pm.

APPROVED _____

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

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 01/14/2020

Resolution 2020-01 - Group Life and Accidental Death & Dismemberment Insurance Program for Calendar Year 2020-2021

Submitted by: Mike Worsham, Human Resource

Department: Human Resource

Information

Subject

Resolution 2020-01 - Group Life and Accidental Death & Dismemberment Insurance Program for Calendar Year 2020-2021

Background

As you know, the City of Brentwood provides, at the City's expense, basic term life and accidental death & dismemberment (AD&D) insurance for all employees of the City who regularly work 30 or more hours per week and elected officials. Qualified retirees are also provided basic term life insurance, however AD&D benefits are not available to retirees.

The face value of the term life benefit is \$50,000 up to age 70. For individuals between the ages of 70-74, the benefit amount is reduced to \$32,500 and after age 74 the benefit amount is reduced to \$22,500.

The AD&D benefit amount is \$100,000 for accidental death and \$50,000 up to \$100,000 for dismemberment, depending upon severity. The AD&D benefit amount is reduced to 65% of the active employee amount for individuals between the ages of 70-74 and 45% of the active employee amount for individuals over age 74.

The AD&D policy also has a Seat Belt feature which pays additional benefits in the case of accidental death in an auto accident if the insured party was wearing a seat belt and/or using airbags.

Current Plan:

Since 2015, the City's insurance carrier for this employee benefit has been the Hartford Life and Accident Insurance Company of Hartford, CT. Under the current contract, effective January 1, 2018 through December 31, 2019, Hartford has charged the City at the rate of \$0.28 per \$1,000 of term life coverage per month and \$0.03 per \$1,000 of AD&D coverage per month. Based on the current number of eligible employees and elected officials (282), the total annual estimated cost to the City is approximately \$57,500. There is also an additional expense for eligible retirees at a cost of

approximately \$4,800 annually which is paid from the OPEB Fund.

Renewal Proposal:

Representatives from Hartford recently informed City staff that the renewal rate for the current policy for a two-year period beginning January 1, 2020 through December 31, 2021 would increase by approximately 24%. This is partially as a result of the City filing three separate claims for benefits during the current two-year contract period totaling over \$150,000. Since the inception of this policy in 2015 the City has filed seven separate claims totaling over \$332,000.

To continue the current policy, this proposal includes an increase of \$0.068 per \$1,000 for term life insurance and no increase in AD&D coverage. Based upon the current number of covered individuals (282), the projected additional annual cost increase for group term life and AD&D insurance at the proposed premium increase for 2020 is approximately \$11,500. With the proposed increased premium rates, the total projected cost of the group term life insurance and AD&D coverage for calendar year 2020 is estimated at \$69,000 (up from \$57,500 at the current annual cost).

To ensure the City receives the best available rate for this coverage our supplemental insurance broker, Ricky Hemmen requested competitive quotes from 10 other insurance companies offering identical coverage as the current plan. All 10 insurance companies declined to quote, primarily because they do not cover retirees or they require that we bundle other lines of coverage such as Long-Term Disability before they would consider providing a quote for Life Insurance. These companies included: Cigna, Principal, Prudential, Humana, Guardian, Lincoln Life, Sun Life, Standard Life, Unum and Mutual of Omaha.

Therefore, staff recommends approval of a two-year renewal of the contract with Hartford Life Insurance Company.

Staff Recommendation

Staff recommends Board of Commissioner's approval of the attached resolution authorizing a contract renewal for group term life and AD&D insurance coverage with the Hartford Life Insurance Company for the two-year period beginning January 1, 2020 through December 31, 2021.

Fiscal Impact

Amount : \$69,000

Source of Funds: GF, WS, ECD, OPEB

Account Number: Various

Fiscal Impact:

The cost to renew this coverage from The Hartford is \$69,000 and is budgeted within the operating budget for each fund/department that includes personnel.

Attachments

Resolution 2020-01

2020 Hartford Renewal Quote

RESOLUTION 2020-01

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE
MAYOR TO AUTHORIZE AN AGREEMENT WITH HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY FOR GROUP LIFE AND ACCIDENTAL
DEATH/DISEMBLEMENT INSURANCE BENEFITS FOR EMPLOYEES OF THE
CITY OF BRENTWOOD**

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

SECTION 1. That an agreement with Hartford Life Insurance Company for group life and accidental death/dismemberment insurance benefits for employees of the City of Brentwood is hereby authorized.

SECTION 2. That the Mayor is hereby authorized to execute such documents as may be necessary for the implementation of said insurance program.

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



Hartford Life and Accident Insurance Company

June 12, 2019

Mike Worsham
City Of Brentwood
Po Box 788
Brentwood, TN 37027

Re: January 1, 2020 Renewal Information for Your Group Insurance Benefits with The Hartford¹

Dear Mike Worsham:

Thank you for giving The Hartford the opportunity to provide benefits to the employees of City Of Brentwood. We are committed to enhancing your employees' financial security and helping you provide attractive benefits. We look forward to renewing the Life benefits at this time.

To determine the renewal rate, The Hartford analyzes a variety of factors to ensure that you receive excellent benefits and valuable service at a competitive and affordable price. A careful review is conducted of your demographic information, industry classifications, experience results, and overall benefit package.

We have completed a comprehensive review of your benefit plan in order to determine the appropriate funding level for the upcoming new policy period, beginning January 1, 2020. The chart below summarizes the detailed renewal rate information. These renewal rates require that all coverage lines are renewed as a package.

Coverage and Policy Number	Current Rate	Renewal Rate as of 01/01/2020	Rate Guaranteed Until
Basic Life - 872606G	\$ 0.28 per 1000	\$ 0.348 per 1000	01/01/2022
Basic ADD - 872606G	\$ 0.03 per 1000	No Change	01/01/2022



Doing business with The Hartford is about much more than price. Our rich 200-year history of helping our customers prepare, protect and prevail, combined with our expertise in delivering Group Benefits, allows us to create solutions that honor our relationships and make good on our promises.

Our partnership – and what we have learned about your culture and business objectives – provides us real insight into how we can work together to reach your goals. We appreciate your business and look forward to being your group benefits carrier of choice for many years to come.

Sincerely,

Mark Anthony
Account Executive, Group Benefits
The Hartford
810 Crescent Center Drive
Suite 200
Franklin, TN 37067
Phone: 1-615-778-2554

cc: Richard Hemmen

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing company Hartford Life and Accident Insurance Company. Home Office is Hartford, CT. The Hartford is the administrator and reinsurer for Group Benefits business written on Hartford Life Insurance Corporation (HLIC) paper. HLIC is in the process of changing its name to Talcott Resolution Life Insurance Company. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This document explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this document and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

This proposal includes a quote(s) for one or more products, which are issued on the following forms: Accident Form Series includes GBD-2000, GBD-2300, or state equivalent. Accidental Death and Dismemberment Form Series for all states except PR, WA and CA includes GBD-1000 and GBD-1300, or state equivalent, and in PR, WA and CA Form 7582 and Form PA-5427, or state equivalent. Critical Illness Form Series includes GBD-2600, GBD-2700, or state equivalent. Disability Form Series includes GBD-1000, GBD-1200, or state equivalent. Life Form Series includes GBD-1000, GBD-1100, Z-PORT, or state equivalent. Hospital Indemnity Form Series includes GBD-2800, GBD-2900, or state equivalent.

Brentwood City Commission Agenda

Meeting Date: 01/14/2020

Resolution 2020-02 - Authorizing Agreements with The Davenport Group USA for Development Management and Permitting Software System for the Planning and Codes Department

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Resolution 2020-02 - Authorizing Agreements with The Davenport Group USA for Development Management and Permitting Software System for the Planning and Codes Department

Background

The FY 2020 non-routine work plan adopted for the Planning and Codes Department includes a task of researching and selecting a replacement Development Management and Permitting software system. Funding for the project is provided in the Capital Projects Fund budget.

Currently, the Department uses a software system called TrakIT, originally developed by CRW Systems. CRW Systems has been sold several times and the software is currently supported by Central Square Technologies. The software tracks and manages all development-related requests from plan review, permit issuance, project review, codes enforcement, and licensing management such as architects, engineers, contractors, mobile food vendors, and home occupations. The software has been in use by staff since December 2003. It is also used by the Engineering and Fire and Rescue Departments, and to a lesser degree, the Water Services Department. When the existing system was acquired in 2003, the was \$240,000.

The effort to look at new software began with the idea of enhancing the services we provide to our customers and the desire to provide electronic plan submittal and review, thereby greatly reducing the amount of paper flowing through the Planning and Codes offices. A citizen portal will be included providing applicants the ability to track the progress of their plan/permit review. TrakIT does not provide either of these features. Over the past year, staff has been researching program alternatives, meeting with consultants, and attending web demonstrations, which were used to design the scope of the project.

In August 2019, staff drafted a detailed set of specifications that were included as part of a

Request for Proposals (RFP). A total of 11 firms responded to the RFP. The first-year costs for providing the software ranged from \$79,300.00 to \$569,640.00. The annual software and maintenance costs ranged from approximately \$3,950.00 to \$119,000.00. Staff narrowed the list down to four firms and conducted follow-up web demonstrations with each firm. Staff from the GIS and Technology Departments attended each demonstration. Upon completion of the follow-up demonstrations, staff agreed that the Davenport Group provided the best option and the versatility necessary to best address the unique requirements of the City.

The Davenport Group was the lowest submitted cost proposal for the project in terms of the initial first year cost. Although iWorQ Systems initially appeared to be the lowest proposal with a first year cost of \$78,000.00, iWorQ does not currently provide Single Sign On (SSO) using Active Directory integration, which was required as part of the City's RFP specifications for security purposes preferred by City IT staff. Provision of the SSO added an extra \$10,000.00 to iWorq's initial cost increasing it to \$88,000.00. The annual software maintenance costs would also be increased by \$10,000.00. The annual software maintenance, per year for the first three years quoted by Davenport was \$24,623.00, while iWorQ quoted \$48,000.00, a \$23,377.00 annual difference. Note that the annual maintenance cost, quoted by iWorQ does not include the additional annual maintenance for the SSO integration. When considering total costs over the first three years of the system (initial costs and annual maintenance), the three-year cost of the Davenport Software package is \$160,769.00, while the three year cost for iWorQ was \$232,000.00, which does not include the extra costs of the maintenance for the SSO.

The Davenport Group will provide its Land Management (LAMA) Software as a replacement for the City's aging TrakIT system. The proposed project implementation schedule from contract signing to "go live" includes a total of approximately 27 weeks beginning in January 2020 and extending to the first week of July 2020. Staff expects that all work will be completed during FY 2020.

The total one-time cost associated with the implementation of the software is **\$79,300.00**. There is also an estimated cost included in the RFP of **\$7,600.00** for anticipated travel expenses for training. One of the more attractive features of the LAMA proposal is the software training, which includes on-site classroom, one-on-one, role and module specific training provided by LAMA staff. Additionally, the Software as a Service (SaaS) fee, which is the annual reoccurring cost associated with the maintenance of the program in the cloud, is **\$24,623.00** per year for the first three years. The annual maintenance costs could increase based upon the CPI. The initial capital outlay for the first year is \$111,523.00 (\$79,300 + \$24,623 + \$7,600).

The software uses "Bluebeam Studio" to provide the link for the electronic plan submittal and review. Bluebeam provides document management and collaboration features and serves as a centralized location to store all documents, plan submittals and review. Planning and Codes Department staff have been testing the Bluebeam software for slightly more than one year. Note that the Engineering Department is also using

Bluebeam. The cost of the Bluebeam Revu Standard is \$349 per seat. The Planning and Codes Department will require a total of eight seats for a total cost of approximately \$2,800.00. For 2021 budgeting purposes, other departments expected to use the LAMA software have been informed of the additional Bluebeam software required.

It was important to staff that all of the information stored in TrakIT be preserved and migrated to the new system. Staff reviewed sample data migration from TrakIT to LAMA and the data appeared to transfer intact. It was readable and searchable. Other details of the proposal include:

1. Licensing for 18 named users. The TrakIT System currently has 17 users. Additional named users can be added to the program at any point in the future. Billing of the new users would be on the annual renewal dates.
2. Integration with an online payment gateway is provided at no additional cost.
3. Eleven days of on-site training. Davenport is the only company of the four finalists that offered this option.
4. LAMA provides software modules for Permitting and Inspections, Planning -- Development Review, Code Enforcement and Licensing. The program is GIS Centric and will use our GIS data, and permits and Code cases can be initiated from the map.
5. The program offers a Citizen Portal that will allow customers to apply for permits and licenses online, upload documents, interact with staff, check the status of applications, schedule inspections, pay fees, and point documents.
6. All inspectors have the ability to use an "App" to view details of the permit and enter inspection results via a tablet or mobile phone in the field using iOS or the Android operating system.

Staff recommends the software solution provided by the lowest cost proposer, The Davenport Group USA, with a total first year implementation/start-up cost of \$111,523.00. As described above, this includes the implementation cost of \$79,300, which includes migrating our existing data stored in TrakIT to the LAMA platform, the annual software and maintenance cost of \$24,623.00 (for the first three years), which will be assessed at the time that the software is placed in the Cloud for City use (anticipated to be around April 2020), and the cost of the on-site training of \$7,600.00. A copy of the scope of work, the pricing, and the project milestones are attached for your information.

Should you have any questions, please contact the Planning and Codes Director.

Staff Recommendation

Staff recommends approval of Resolution 2020-02.

Previous Commission Action

On September 29, 2003 the Board of Commissioners voted to approve Resolution 2003-45, which authorized the expenditure of \$240,000. The amount included computer software and the associated hardware components for a new permitting system.

Fiscal Impact

Amount : \$111,543.00

Source of Funds: Capital Projects Fund

Account Number: 311-45300-6006

Fiscal Impact:

The amount indicated above includes the cost of implementation at \$79,300.00, the first year's annual software maintenance fees of \$24,623.00 and anticipated travel costs of \$7,600.00. A total of \$125,000 was budgeted in the FY 2020 Capital Projects Fund budget for the first year costs associated with this new software system.

Attachments

Resolution 2020-02

COB Contract No. 2019-143_Implementation

COB Contract No. 2019-144_Software as a Service

Request for Proposals

Davenport Group Submittal

Project Milestones

RESOLUTION 2020-02

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE
MAYOR TO EXECUTE AGREEMENTS BY AND BETWEEN THE CITY OF
BRENTWOOD AND THE DAVENPORT GROUP USA FOR DEVELOPMENT
MANAGEMENT AND PERMITTING SOFTWARE SYSTEM, A COPY OF SAID
AGREEMENTS 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 agreements for implementation and software as a service by and between the City of Brentwood, Tennessee and The Davenport Group USA for a development management and permitting software system, a copy of said agreements being attached hereto and made a part of this resolution by reference.

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

MAYOR

Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

CONTRACT FOR PLANNING AND CODES DEPARTMENT PERMITTING SOFTWARE

COB Contract No. 2019-143

THIS CONTRACT is hereby entered into this _____ day of _____, 2019, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and The Davenport Group USA, Ltd., hereinafter called "Contractor."

1. SCOPE AND COST OF THIS CONTRACT

The Contractor shall be responsible for the provision of setup and service, also referred to as Implementation, Onsite, Integration and Data Migration Services, of the Planning and Codes Department Development Management and Permitting Software in accordance with and in full compliance with the Scope of Work attached hereto as Exhibit A. The work to be done consists of furnishing all labor and materials necessary to perform all work and services described in the Contract Documents. Such work, which is described in the Cost Proposal, Exhibit B, as One-Time Costs, shall be performed at a cost of \$79,300, plus reimbursement for travel expenses in connection with those services. Fees for implementation services per the Cost Proposal are based on milestones completed (including data migration and integrations). This contract is contingent on the execution of a contract for continuing Subscription Services, also referred to as Software as a Service.

The Scope of Work consists of configuration for the following modules: Core Components, Permitting and Inspections, Code Enforcement, Projects, Planning and Development Review, Licensing, Mobile Application, Plan Review Markup, Public Web Portal.

Integrations Included: Microsoft Outlook, export to Financial System, Payment Gateway (USAePay), GIS (ESRI layers and shapefile, including parcels, owners, addresses, etc.

Data Migrations Included: From TrakIT (database encompassing permitting, planning, code enforcement and licensing) to LAMA.

2. CONTRACT DOCUMENTS

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Request for Proposals issued by the City on August 14, 2019 (the "Solicitation," attached as Exhibit A), and the Contractor's Proposal submitted to the City in response to the Solicitation (attached as Exhibit B), all of which are incorporated as if fully set forth herein. In the event of a conflict among any of the Contract Documents, the order of precedence shall be as follows: a) this Contract; b) Contractor's Proposal; and c) the Solicitation.

3. CITY'S REPRESENTATIVE

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

4. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by its examination, satisfied itself as to the nature and location of the work and all other matters which might in any way affect the work under this Contract.

No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

5. CONSENT TO TRANSFER

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

6. CORRECTIONS TO CONTRACT DOCUMENTS

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

7. DEFECTIVE WORK OR MATERIALS

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

To the extent permitted by Tennessee law, the Contractor shall not be liable for any consequential or incidental damages arising from any professional services.

8. INDEMNITY

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

9. AUTHORITY OF CITY'S REPRESENTATIVE

The City's Representative shall have the authority to reject or condemn all work, materials or installation methods which do not conform to this Contract; to direct application of forces to any portion of the work

which, in his judgment, requires it; and to decide questions which arise between the parties relative to the execution of the work.

10. PAYMENT TO CONTRACTOR

Upon execution of this Contract by the Contractor and the City, the City shall pay the Contractor as provided in Exhibit B and C. The Contractor shall invoice the City at or near the beginning of each month for the milestones it has completed in the prior month. Upon acceptance that the milestones have been satisfactorily completed, the City will pay the Contractor for the percentage of the contract associated with the milestones. Upon the completion of all work required hereunder and acceptance of the work by the City's Representative, Contractor shall submit its invoice for the remaining balance of the cost. The City will process the same in a timely manner.

11. INSURANCE

Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims which may arise from operations under this Contract, whether such operations be by Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance, naming the City as an additional insured, shall be filed with the City Attorney and shall be in amounts as provided by the Solicitation.

12. ANTIDISCRIMINATION

Contractor, in performing the work covered by this Contract, shall not discriminate against any person seeking employment with or by Contractor because of race, color, religion, national origin, age or sex.

13. TERMINATION OF CONTRACT FOR CAUSE

If, though any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specify the effective date thereof. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Nothing herein shall be interpreted to give the City any right to the source code of the LAMA software, or to a license in the software, or to a license in the training materials, help materials or LAMA manual.

14. CITY'S RESPONSIBILITY.

The City understands that timely completion of the Project is dependent upon the timely cooperation of the City in providing information to the Contractor that it needs to complete various tasks in the Project. If this Project involves data migration as set out in the Cost Proposal, the Contractor shall write a program to migrate the data from the City's existing system. The City shall assist the Contractor in identifying the nature of fields in the existing database. The City will not change the database format or schema, after it has been submitted. If the Implementation Services involve designing custom forms and reports as set out in Cost Proposal, if the City changes the forms and/or reports after the City has

submitted them and the Contractor has configured them, then any changes in implementing the forms or reports by the Contractor is an addition to the Implementation Services costs under this Agreement. The implementation process may require the Contractor to produce case packets and/or tests plans for many of the case types entered into LAMA. The parties anticipate that some of these case packets may need modifications and the test plans may not pass during user acceptance. If the case packets need substantial modifications and/or the test plans do not pass, the Contractor shall make changes to the documents, and resubmit them to the City at no cost to the City. The City shall review and accept or reject them within one week, with an explanation or correction if they are not accepted. If the City takes no action within the allowed time for review, then the lack of response from the City shall constitute the City's approval of the document. If the City substantially changes the workflows or details in the case packet or test plan after the City has passed them, then the Contractor's redesign, testing, and documentation effort related to these changes, are an addition to the Implementation Services costs under this Agreement.

15. FUTURE FUNCTIONALITY

The City acknowledges that this purchase is not made contingent upon the addition of any future functionality or features.

16. APPENDICES

This agreement includes the following appendices which are incorporated herein.

Appendix A. Scope of Work.

Appendix B. Cost Proposal.

Appendix C. Schedule and Milestones.

Appendix D. Davenport Rate for Services and Travel Costs.

Appendix E. Minimum Specifications for Client Workstations and Mobile Tablet/Phone App.

With the exception of Appendix A, in the Appendices, which were prepared by the Contractor and submitted to the City in the Proposal, and which are included herein unchanged, "Davenport" refers to the Contractor, and "Client" refers to the City.

17. GOVERNING LAW

Notwithstanding any other terms to the contrary in this Contract or in any documents made a part of this Contract, the parties agree that any dispute or default arising from this Contract shall be governed by the laws of the State of Tennessee, and each party agrees to submit to the jurisdiction and venue of the courts of Williamson County, Tennessee, or the federal district court of the Middle District of Tennessee.

IN WITNESS WHEREOF, the parties have executed this Contract, the effective date of which shall be the date signed by the City's Mayor below.

CITY:

CITY OF BRENTWOOD, TENNESSEE

By: _____
Mayor

Date: _____

Pursuant to Resolution 2019-110

CONTRACTOR:

THE DAVENPORT GROUP USA, LTD

By:  _____

Date: December 3, 2019

Printed Name: Jerry P Davenport

Title: President

Appendix A – Scope of Work

The Scope of Work shall be as set out herein and in Exhibit B and may include:

1. Pre-Configuration Study Services.
2. Implementation (Configuration) Study. A high-level document which identifies the major elements necessary for configuring the LAMA software.
3. Installation and Setup. The installation of the LAMA software on the City server or the Cloud-Hosted server.
4. Data Migration: GIS and Addressing Database. The migration of the GIS data and the Addressing database into the LAMA software.
5. Analysis of Forms and Reports. The analysis of forms and reports to identify data points and checklist items that need to be added to the LAMA software.
6. Case Packets. A document that identifies the details, workflows, reviewers, forms to be generated by LAMA for most case types to be entered into the LAMA software.
7. Configuration. The entering of the details and settings necessary to implement the LAMA software.
8. Forms and Reports. The configuring of the forms and reports designed by the City and/or redesigned by the Contractor.
9. Test Plans. The documents prepared by the Contractor and which attempt to prove the successful configuration of the Case Packets.
10. Data Migration: Other Sources. The migration of the other databases as identified in the Cost Proposal into the LAMA software.
11. Training Materials. Materials prepared by the Contractor for the Training of City users per the Cost Proposal.
12. Training. The training by the Contractor of the City's users
13. Go-Live Assistance. Assistance provided by the Contractor to City's key users on going-live on the software.

Appendix B – Cost Proposal

LAMA Solution Framework Implementation Price Quote SaaS in-the-Cloud Solution

Prepared for City of Brentwood, Tennessee, on September 3, 2019



A. Modules

The following is a description of the proposed modules and extensions and include costs for setup and deployment of the proposed items.

Module	Description	Unit	Unit Price	Quantity	Costs
Core	Core Components include the Map, Address Management, Owners and Tenants, Scheduling, Cashiering, Letter Generator, Communication Log, Notifications, Document Manager, Forms and Reports	Each	Included	1	Included
Permitting & Inspections	Permitting and inspections include a broad range of building, public works, engineering case types. Details, inspections, fees, reviews, workflows and contractor profiles are configurable for each case type.	Each	\$ 2,040 / Year	1	\$ 2,040 / Year
Code Enforcement	Allows data management of code enforcement cases including the tracking of notices, citations, communications, and inspection photos. Includes inspections, adjudication, liens and condemnation.	Each	\$ 2,040 / Year	1	\$ 2,040 / Year
Project, Planning and Development Review	Includes functionality for managing development review, including collection, viewing and tracked editing of documents, submittal and review of comments by various departments, submittal and review of administrative and board meetings/hearings.	Each	\$ 2,040 / Year	1	\$ 2,040 / Year
Licensing	Includes functionality for location-based, equipment-based and non-site-based licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Module allows workflows and checklists, reviews, inspections and fee calculations. Licenses can be easily renewed. *** Licensing is included with purchase of 3 other modules.	Each	\$ 2,040 / Year	1	Included with Permitting, Code Enforcement and Projects, Planning,...
Work Orders	Module tracks work orders from start to finish including invoicing and reports. Work Orders contain geographic features, labor, part and materials, contractual work, tasks, and can be grouped by project.	Each	\$ 2,040 / Year		
Infrastructure and Asset Management	Module tracks all infrastructure features for Water, Sewer, Storm Water, Facilities, Parks, and Streets, including GASB34 Standard Asset information. Costs include migration of current infrastructure datasets into the LAMA system.	Each	\$ 2,040 / Year		
Redevelopment	Module tracks owned and sold property inventory, including integration with acquisition and disposition projects. Allows users to create, process, and track Expression of Interest on property.	Each	\$ 2,040 / Year		

Historic Building Preservation	Allows for the tracking and management of historic properties and surveys. Includes building significance data, contributing status and details, and historic registrar information, to name a few.	Each	\$ 2,040 / Year		
				Subtotal	\$ 6,120./ Year

B. Extensions

The following is a description of proposed extensions to the modules above and **include** any costs related to setup, configuration, and installation of the proposed extension that may be required.

Module	Description	Unit	Unit Price	Quantity	Costs
Mobile App	Complete inspections with our Android mobile application. Work offline or connected. Include routing and navigation, nearby activity via mapping, and voice recognition.	user	\$ 360 / Year	7	\$ 2,520./ Year
Plan Review Markup	Allows electronic document mark-up of plan submittals. Facilitates concise communication between plan reviewers and applicant. Integrates with Bluebeam Revu. Bluebeam Revu licenses from Bluebeam and not included in our costs.	user	\$ 360 / Year	10	\$3,600./ Year
Public Web Portal	The Public Web CRM module allows citizens and contractors to electronically submit and track statuses for applications, upload documents, comment of proposals, and pay fees. See section F for payment gateway integration.	each	\$ 2,040 / Year	1	\$ 2,040./ Year
MS Exchange with Outlook Integration	Integrates Microsoft Exchange Server calendars with the LAMA calendars. Configure specific users and the sync direction. Full sync between both calendars.	user	\$ 120 / Year	18	Included at no additional charge
Cloud Backup	Backup LAMA database and all files and documents to the cloud with Google Drive.	TB	\$ 1,020 / Year		
				Subtotal	\$ 8,160./ Year

C. Integration Adapters

This section describes any effort required to integrate the LAMA solution with external system. Refer to Functional Requirements Section of this Proposal for Implementation Details. The Client is responsible for ensuring the cooperation of the third-party vendor if other than ESRI or Microsoft. The following costs include development, testing, setup and deployment time for the respective items.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
GIS Data Adapter We integrate seamlessly with ESRI technologies and formats including ArcGIS Server or ArcGIS Online. Anticipated integration is typically one-way from the GIS to LAMA.	each	\$ 1,020 / Year	Included	\$ 0
Financial System Adapter Setup and configuration of an export format that is compatible with the Financial systems (GEMS) import tool.	each	\$ 1,020 / Year	Included	\$ 0
Payment Gateway Adapter Integration with online payment gateway for the Public Web Portal Extension. No charge if USAePay, otherwise \$1,020/year	each	\$ 1,020 / Year	NA	\$0 with USAePay
Assessor Database Adapter This effort is for integrating seamlessly with Assessor's database. One-way from Assessor database to LAMA included.	each	\$ 1,020 / Year	Included	\$ 0
Laserfiche / SharePoint Adapter This effort is for integrating seamlessly with Laserfiche or SharePoint.		\$ 1,020 / Year	NA	\$ 0
Subtotal Integration Services				\$ 0./ Year

D. Subscription

The following describes the user general subscription options for the proposed solution.

License	Description	Unit	Unit Price	Quantity	Costs
Cloud-Hosted Named User	LAMA Subscription by named users in the system. In the Cloud access, maintenance and support.	user	\$ 816 / Year	18	\$14,688.
Office 365 Pro Plus Option	License Microsoft Office 365 Pro Plus with the Cloud Subscription	user	\$ 144 / Year		
				Subtotal	\$ 14,688.

E. Implementation Services

Includes major services related to software implementation and configuration of the modules selected in *Section A*. Services include the items set forth below. Software functionality includes all features and functions comprising the purchased modules as of the contract execution date. New features and functionalities requested during or after implementation, not specifically outlined in the RFP or proposal may incur additional fees. The quantity is an estimation based on similar clients in population.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
Implementation and Configuration Analysis Study and Documentation Information Collection, Documents (Forms and Reports), Workflows GIS and Database Setup Setup and configuration of the database and schema including mapping and integration with GIS datasets. Case Type Documentation Includes the design and revisions to documentation packets for each object type in the system. Software Configuration Configuration of codes and objects from the case type documentation. User Acceptance Testing Preparation and execution of Test Plans. The goal is to demonstrate that the software works properly and has been properly configured. Standard Forms and Reports LAMA Standard Forms and Reports to MS Word and Excel are included. Custom reports in MS Word or Excel included with each proposed module. Training and Launch Preparations Training Plan and Training Materials and launch readiness. Project Management and Coordination Project management services and deliverables to ensure successful on time and on budget implementation. Includes regular status reports and other project coordination activities.	Hour*	\$ 108	495	\$ 53,460.
Custom Forms and Reports LAMA Standard Forms and Reports to MS Word and Excel are included. Up to 15 custom forms and reports in MS Word or Excel included with each proposed module.	Hour	\$100		Included
Subtotal Implementation Services				\$ 53,460.

*Estimated at 11.25 hours per case type. Based on 28 Permitting, 8 Planning, 6 Code Enforcement, 4 Licensing.

F. Onsite Services

The following services **do not include** travel costs which are simple reimbursements.

Onsite Services Descriptions	Unit	Unit Price	Quantity	Costs
Case Packet Review (min 2 persons for 2 days)	Days	\$992	4	\$3,968.
User Acceptance Testing (min 2 persons for 2 days)	Days	\$992	4	\$3,968.
Training (min 2 persons for 3 days)	Days	\$992	6	\$5,952.
Go-Live / Launch (min 2 persons for 3 days)	Days	\$992	6	\$5,952.
Subtotal Onsite Services				\$ 19,840.

G. 3rd Party Integration Services

This section describes any effort required to integrate the LAMA solution with external system. Refer to Functional Requirements Section of this Proposal for Implementation Details. The Client is responsible for ensuring the cooperation of the third-party vendor if other than ESRI or Microsoft. The following costs include development, testing, setup and deployment time for the respective items.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
3rd Party System	Hour	\$ 150		Included
Integration with Tennessee Department of Commerce and Insurance database. (Assuming the State will allow the connection to their database)				
Subtotal Integration Services				\$ 0

H. Data Migration Services

Data migration costs vary depending on the amount and format of existing data and whether the data can be migrated digitally or will require manual data entry. Our software provides updating tools for GIS layers from within the application. The Client needs to provide Data Dictionaries for each data source to ensure accurate and timely data migration effort.

Data Migration Services Descriptions	Unit	Unit Price	Quantity	Costs
Data Migration Source 1	Hour	\$ 150	40	\$6,000.
We propose to migrate data from Trakit. (We have migrated from Trakit on several occasions in the past.)				
Subtotal Data Migration Services				\$ 6,000.

I. Totals

The following section itemizes the one-time/up-front costs associate with the full implementation of the LAMA software.

One-Time Capital Cost Summary		Costs
Data Migration Services	(H)	\$ 6,000.
Implementation Services	(E)	\$53,460.
Onsite Service	(F)	\$19,840.
3 rd Party Integration Services	(G)	\$ 0.
Grand Total One-Time Costs		\$ 79,300.
Recurring Annual Cost Summary		
Modules	(A)	\$ 6,120.
Extensions	(B)	\$8,160.
Adapters	(C)	\$0.
Subscription	(D)	\$14,688.
Software Assurance*		Included
Software Support*		Included
Subtotal		\$28,968.
Discount (12.5% of Annual Costs -- Client in Existing Market)		(\$4,345.)
Grand Total Recurring Annual Costs		\$24,623.

Note: In SaaS, the first year costs include One-Time Costs and First Year Recurring Costs. The Recurring Costs begin when the LAMA program is placed in the Cloud for the client.

Grand Total Three Year Costs	\$153,169.
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*Annual Software Assurance and Support includes new software updates and releases. Includes toll-free phone and email support, 7:00 am – 7:00pm, CST, 7 days a week. Includes free eTicket support. Annual costs may be increased to reflect changes in the cost of inflation as expressed by changes in the CPI. The increase in annual maintenance costs have ranged between 1.5 and 2.0 since 2010.

Note: Travel expenses are a simple reimbursable and not included in the above. Travel expenses are anticipated to be about \$7,600.00. Services to be provided from our Colorado Springs, Kansas City, Seattle, and Chicago area offices. Projects are invoiced monthly per milestone completed. Travel expenses billed when incurred.

Note: Adding Workorders with 4 additional users, 4 mobile and 6 additional cases, would increase the total costs by \$15,000+/- and annual maintenance by \$6,700 +/-.

This quote is respectfully submitted to the City of Brentwood, Tennessee, by The Davenport Group USA, Ltd. this the 3rd of September 2019 and shall remain valid for 180 days.



Jerry P. Davenport, AICP, MRP, JD

President

The Davenport Group USA, Ltd

(800) 640-0373 x111 (jerry@davengis.net)

Appendix C – Schedule and Milestones.

Both parties agree that they will make every effort to attempt to stay on the following schedule. Start date will be adjusted to begin the week after the contract is executed.

Project Schedule and Implementation Milestones Community Development Modules: City of Brentwood		Fixed Cost	Amount	Week Ending											
Milestones --- Work Elements		%K													
1	Contract Signing	5	3,985.00												
2	Configuration Study Questionnaires	1	733.00												
3	Client collects documents and responds to questionnaire		0.00												
4	Forms and Reports analyzed - required changes identified	1	733.00												
5	Configuration Study prepared	3	2,379.00												
6	Key staff for Client review study with DGS staff --- web demo	1	733.00												
7	Configuration Report revised	1	733.00												
8	Client reviews, edits Overall Configuration Report		0.00												
9	15-25% of Case Packets (Phase 1): Permitting	5	3,985.00												
10	15-25% of Case Packets (Phase 1): Planning	5	3,985.00												
11	15-25% of Case Packets (Phase 1): Licensing, Code	1	733.00												
12	Client reviews, edits Phase 1 Case Packets via web		0.00												
13	Revisions to Case Packets (Phase 1) Resubmitted	0	0.00												
14	GIS data and Assessor data migrated and tested	2	1,586.00												
15	Remaining Case Packets (Phase 2): Permitting	5	3,985.00												
16	Remaining Case Packets (Phase 2): Planning	5	3,985.00												
17	Remaining Case Packets (Phase 2): Licensing, Code Enf	2	1,586.00												
18	On-site review of Case Packets with Client	6	4,758.00												
19	Installation of software in Cloud	1	733.00												
20	Table of Permitted Uses, Built Standards, Local Codes	2	1,586.00												
21	Revisions to Case Packets Resubmitted (if needed)	0	0.00												
22	System Configuration for Permitting	5	3,985.00												
23	System Configuration for Planning	5	3,985.00												
24	System Configuration for Licensing, Code Enforcement	2	1,586.00												
25	Web demo on selected Configurations, if desired		0.00												
26	Data migration -- Mapping Submitted for Review	0	0.00												
27	Client review of Data Migration Mapping		0.00												
28	Forms and Reports	4	3,172.00												

Project Schedule and Implementation Milestones										Week Ending																											
Community Development Modules: City of Brentwood										6-Jan-20	13-Jan-20	20-Jan-20	27-Jan-20	3-Feb-20	10-Feb-20	17-Feb-20	24-Feb-20	2-Mar-20	9-Mar-20	16-Mar-20	23-Mar-20	30-Mar-20	6-Apr-20	13-Apr-20	20-Apr-20	27-Apr-20	4-May-20	11-May-20	18-May-20	#####	1-Jun-20	8-Jun-20	15-Jun-20	22-Jun-20	29-Jun-20	6-Jul-20	
Milestones -- Work Elements										Fixed Cost		%K		Amount																							
29	Test Plans for Permitting Prepared and Reconfiguration											5		3,965.00																							
30	Test Plans for Planning Prepared and Reconfiguration											5		3,965.00																							
31	Test Plans for Licensing Code Ent Prepared and Reconfig											1		793.00																							
32	Public Web element designed											2		1,586.00																							
33	Integration with 3rd Party software											4		3,172.00																							
34	Installation of software on client server (if Client server											0		0.00																							
35	Test Plans Reviewed On-site											6		4,758.00																							
36	Client documents Test Plan failures											0		0.00																							
37	Test Plan Revisions Resubmitted (if needed)											0		0.00																							
38	Resubmitted Test Plans Reviewed											0		0.00																							
39	Data Migration (final round) completed											0		0.00																							
40	Configuration changes completed											2		1,586.00																							
41	Final Training Plan & Training Materials completed											2		1,586.00																							
42	On-site Final Training completed											6		4,758.00																							
43	List of Final Changes Submitted											1		793.00																							
44	Final Changes											1		793.00																							
45	Go-Live Assistance											4		3,172.00																							
												100		79,300.00																							
Client review and comments expected within 1 week of submittals																																					
Comment: When DG is doing Casa Packets in Permitting, Client staff involved in those Permitting Case types will need to be readily available to answer questions; same for Planning and																																					
Comment: DG staff assignments are somewhat flexible. However, the staff person that does the Configuration usually does the Test Plans.																																					

Appendix D – Davenport Rate for Services and Travel Costs.

Rate Sheet

Effective July 1, 2017

<i>Position</i>	<i>Amount (per hour)</i>
Division Chief – Software Development	\$200.00
Division Chief – Functional Processes	\$176.00
Section Chiefs	\$148.00
Mobile Team Development Lead	\$148.00
Web Team Development Lead	\$148.00
Senior Business Analyst	\$148.00
Senior Project Manager	\$136.00
Documentation and Training Specialist	\$136.00
Support Specialists	\$136.00
Project Manager(s)	\$124.00
Configuration Specialist(s)	\$124.00
Foreign Language Consultant	\$124.00

Note: These are our hourly rates for custom work or additional services. Some proposals may have somewhat lower rates reflecting efficiencies and/or more extensive scopes of work. Support services for clients that are not on annual maintenance are set at 150% of the above rates.

Travel Costs (per person)

Airfare	Simple reimbursable. Economy with bag check.
Parking	Simple reimbursable based on charges from airports.
Auto Rental	Simple reimbursable for mid-size auto plus gas charges.
Vehicle Miles	\$0.54 / mile (does not apply to auto rental)
Lodging	Simple reimbursable, usually at Marriott Courtyard or similar motel/hotel.
Food	Per diem at \$65 per day (\$15 breakfast; \$20 lunch; \$30 dinner)

Appendix E – Minimum Specifications for Client Workstations, Mobile App and Bluebeam Revue Integration

Workstations. *Client workstations can connect to the Cloud LAMA using a web browser or the onlama.com cloud desktop client. The onlama.com desktop client is recommended for users adding or printing documents, due to the Drive and Printer redirection functionality of the desktop client. For browser access, Chrome, Firefox, Safari, Edge, and IE 11 are supported. For the onlama.com cloud desktop client, Windows 7 or later is recommended. Onlama.com cloud desktop client installations are also available for iOS, Android, Linux, and Chrome.*

Android Mobile Tablet/Phone App. *The requirements for interfacing with LAMA Server from a tablet/phone are very basic. Communications can be connected or disconnected mode. The recommended specifications for mobile devices to run the LAMA Android App are Android 4.4 OS or newer and a 4G wireless data-plan. Older versions of the Android OS will still work, but some features may not be supported. Wireless data plans are also not required because the App stores all its data locally. It features a manual sync function that can be invoked whenever the user is connected to a Wi-Fi network to synchronize data with the server. The App is also designed to run on a tablet or mobile phone. Recommended devices include Nexus devices and Samsung Galaxy S10.*

Requirements	Minimum	Recommended
Operating System	Android OS 4.4	Android OS 6.0 or higher
Hard Drive	8G minimum	16G or greater
Screen Size	Designed for 7" or less	Works on any screen

Bluebeam Revu Markup Integration. *LAMA's Plan and Development Review Markup integrates with 3rd Party Software, namely Bluebeam Revu. The Cost Proposal addresses the integration of LAMA with the Bluebeam software. The Proposal does not include the cost for copies of Bluebeam Revu which the Client will need to purchase directly from Bluebeam. Typical costs are under \$300 per seat.*

CONTRACT FOR PLANNING AND CODES DEPARTMENT PERMITTING SOFTWARE

COB Contract No. 2019-144

THIS CONTRACT is hereby entered into this _____ day of _____, 2019, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and The Davenport Group USA, Ltd., hereinafter called "Contractor."

1. SCOPE AND COST OF THIS CONTRACT

This contract is for the right to access and use the Contractor's LAMA SaaS (Software as a Service) Solution in accordance with and in full compliance with the Request for Proposals issued by the City on August 14, 2019, ("Solicitation") and the Contractor's Proposal submitted to the City in response to the Solicitation. This Solution entitles the City to use the software, including any updates and maintenance to the software, in the Cloud, for a set number of named users and selected modules as set out below for a period of one year from the date in which the Contractor has declared that the system is sufficiently configured for testing and has provided the City with access. The Contractor shall provide full support and maintenance consistent with the Contractor's stated Support and Maintenance Policies, as set out in Appendix B, from that date and for a period of three years. The Cost of the Service, which includes Cloud Hosting, shall be as set out in Appendix A, the Cost Proposal, namely \$24,623.00 per year adjusted annually for inflation, using changes to the Consumer Price Index.

SaaS Subscriptions. SaaS Subscriptions are purchased as user subscriptions for a selected number of modules and may be accessed by no more than the specified number of users. Additional user subscriptions may be purchased during the subscription terms at the same pricing as set out in the initial cost proposal, namely \$816.00 per user, adjusted for inflation. Any additional user subscriptions shall terminate on the same date as the initial subscription users. User subscriptions may be reassigned in the event a user no longer requires the user subscription.

Total Number of Named Users: 18

Modules Included: Core Components, Permitting and Inspections, Code Enforcement, Projects, Planning and Development Review, Licensing, Mobile Application, Plan Review Markup, Public Web Portal.

Integrations Included: Microsoft Outlook, export to Financial System, Payment Gateway (USAePay).

This contract is contingent on the City entering into a contract for Implementation, Onsite, Integration and Data Migration Services.

2. INDEMNIFICATION

Davenport shall indemnify, defend and hold harmless the Client from and against any claims, based upon infringement of any United States copyright, trademark or patent by the Software. Client agrees to notify Davenport of any such claim promptly in writing. Client agrees to cooperate fully with Davenport during such proceedings. Davenport shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, Davenport may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

To the extent permitted by Tennessee law, Client agrees to indemnify, defend and hold harmless Davenport from and against any claims by a third party alleging that the Client's data violates the privacy rights of a third party or violates applicable law. Davenport agrees to notify Client of any such claim promptly in writing. Davenport agrees to cooperate fully with Client during such proceedings. Client shall defend at its sole expense all proceedings arising out of the foregoing.

3. INSURANCE

Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims which may arise from operations under this Contract, whether such operations be by Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance, naming the City as an additional insured, shall be filed with the City Attorney and shall be in amounts as provided by the Solicitation.

4. CLOUD HOSTING SERVICES LEVEL AGREEMENT

Davenport shall select for the Cloud-hosting service a provider recognized for delivering and providing quality Cloud-hosting services. Davenport proposes to use Microsoft Azure for these services. For specifications see Microsoft Azure SLA.

5. ANNUAL SUPPORT MAINTENANCE

The Contractor shall provide the City with support and maintenance services in accordance with the Support and Maintenance Policies which are attached in Appendix B.

6. RESPONSIBILITY FOR DATA

The City is responsible for the accuracy, quality and legality of its Data and the means by which it was acquired. It shall validate for correctness all outputs and reports. Davenport shall have the sole responsibility for backing-up the files. The Contractor shall provide the City with an export or a backup of the current database upon demand. With the exception of one export or backup upon termination of the contract, the Contractor may charge the City for the costs in extracting and delivering an export or backup of the database to it. The Contractor shall decide whether an export or backup is appropriate.

7. UNAUTHORIZED ACCESS AND USE

The City shall use reasonable efforts to prevent unauthorized access to or use of the SaaS Subscription, and shall notify the Contractor promptly in the event it is aware of any unauthorized access or use. The City shall not make the SaaS Subscription available to anyone other than the users. It shall not sell, resell, rent or lease the SaaS subscription to any third party. It shall not use the SaaS subscription to store or transmit infringing, libelous, or unlawful or tortious material, or to store or transmit the material in violation of third-party privacy rights. It shall not use the SaaS subscription to store or transmit malicious code. It shall not use the SaaS subscription to attempt to gain unauthorized access to the SaaS subscription or their related systems of networks.

8. FEES

The City shall pay the fees set out as “Reoccurring” in the Cost Proposal, Appendix A, under this contract. The one-time costs described in the Cost Proposal are addressed in a separate contract. If the Contractor determines that the number of users or modules exceeds the contracted amount, this agreement and associated Cost Proposal may be automatically increased to reflect the additional users or modules. Fees for user subscription added in the middle of a monthly period shall be charged for the full month period and the monthly periods remaining in the subscription term.

9. PAYMENTS

If payments are not received by the due date, then the Contractor may at its discretion add a late fee of 1.0% on any outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date due until the date paid, and/or a rebilling fee of \$35. If any amount owing under this agreement is more than 30 days overdue, the Contractor may suspend the SaaS Subscription and Implementation Services until the amount is paid in full. Davenport shall not charge a late fee, accelerate the payments or suspend the SaaS Subscription or Implementation Services while the Client is disputing the applicable charges in good faith and is cooperating diligently to resolve the dispute.

10. OWNERSHIP OF SAAS SUBSCRIPTION AND LAMA SOFTWARE

The Contractor reserves all rights, title and interest in the SaaS Subscription, any help and training materials, the implementation (configuration) study, case packets, data migration models, and test plans, including all related intellectual property, copyright and trademark rights. The Contractor hereby gives the City a license for the above during the time in which this contract is in effect, including during periods of annual maintenance.

The Contractor has no right, title or interest in the City’s Data. The City grants the Contractor a non-exclusive license to use its data, forms and reports for purpose of completing the services contemplated. The Contractor shall protect the security, confidentiality and integrity of the City’s Data.

11. PERFORMANCE

The Contractor warrants that the SaaS Subscription shall perform in about the same manner as demonstrated and that the functionality shall be consistent with the proposal, user guide and selected features list. The parties recognize that in the process of adding new functionality some existing functionality may be deleted. To that end, the Contractor reserves the right to make reasonable modifications to the feature set. The Contractor warrants that it has title to the LAMA Software. Client’s rights for breach of warranty shall be as set out below in the section addressing termination for cause. Except as provided in this paragraph, neither party makes any warranties of any kind, whether express or implied, and each party disclaims all implied warranties, including those of merchantability and fitness for a particular purpose. For any breach of the above warranty, the Client’s exclusive remedy shall be to have the service performed again. If Davenport is unable to do so, Client shall be entitled to recover the fees paid Davenport for the deficient service(s) only. Davenport shall not be liable for any consequential or incidental damages arising from any professional services. Davenport’s liability with respect to any single incident arising out of this agreement shall not exceed the amount paid by the Client in the 12 months preceding the incident. The provisions of this paragraph are in effect only to the extent permitted by Tennessee law.

12. RENEWALS AND TERMINATION

The initial term ("Initial Term") of this agreement is three years from the date of execution of the agreement. At the end of the Initial Term, the agreement will automatically renew for two successive terms of one year each ("Renewal Term") unless either party chooses to not renew before the expiration of the Initial Term or Renewal Term, as applicable, by notifying the other party in writing no later than 30 days before the completion of the Initial Term or Renewal Term as applicable. Davenport may increase the amount for the Renewal Term beyond the adjustments for inflation provided herein only if it gives the Client 90 days notice prior to the term's expiration, states the new rate and explains why the increase is needed. Either party may terminate this agreement for cause upon 30 days written notice to the other party of a material breach provided that breach remains substantially uncured at the end of said 30 days. If a party becomes the subject of bankruptcy or process related to insolvency, it shall be considered a material breach. In addition, the Contractor may terminate this agreement in the event the City fails to make payment within 30 days after receiving notice that the payment is overdue. In the event that the Client terminates this agreement for cause, the Contractor shall refund to the City any prepaid subscription user fees covering the remainder of the term.

On termination, the Contractor may immediately disable and discontinue the City's access to and use of the SaaS Subscription without further notice. Within 30 days, the Client shall destroy any documentation acquired pertaining to the SaaS Subscription and the LAMA program, and the Contractor shall export the City's data in the service and ship it or email it to the City in digital format.

13. DESIGNATED REPRESENTATIVES AND NOTICES

The designated representatives for each party shall be the individual who signs the contract on behalf of the respective party. The Project Managers for the project shall be Fred Mutter for the Contractor, and Jeff Dobson for the City. The Project Managers shall be responsible for the day-to-day operations of the system, including system maintenance, systems problems, trouble-shooting, professional services delivery and performance.

Notices. All notices shall be in writing. Except for notices of termination, emails shall be considered "in writing." Billing notices shall be sent to the Client's project manager unless another person is designated for receiving these notices.

14. GOVERNING LAW

Notwithstanding any other terms to the contrary in this Contract or in any documents made a part of this Contract, the parties agree that any dispute or default arising from this Contract shall be governed by the laws of the State of Tennessee, and each party agrees to submit to the jurisdiction and venue of the courts of Williamson County, Tennessee, or the federal district court of the Middle District of Tennessee.

15. MISCELLANEOUS

Force Majeure. Neither party shall be liable for any failure of performance or equipment due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, etc.

Independent Contractors. The parties are independent contractors.

Equal Opportunity Employer. The Contractor affirms that it is an equal opportunity employer, and that it does not discriminate in hiring on the bases of race, creed, sex, or national origin.

Fee Calculations. LAMA Software includes fee calculations. These calculations are subject to classifications that are peculiar to the City's processes and logic and are extremely sensitive to user control. The Contractor is not in a position to determine if any of the fees are correctly determined. The City agrees that it shall always check the fees to ensure that they are accurate before taking any action based on them. The Contractor shall not be liable for any mistakes in fees.

16. APPENDICES

This agreement includes the following appendices which are incorporated herein.

Appendix A. Cost Proposal.

Appendix B. Support and Maintenance Policy

In the Appendices, which were prepared by the Contractor and submitted to the City in the Proposal, and which are unchanged as included herein, "Davenport" refers to the Contractor, and "Client" refers to the City.

IN WITNESS WHEREOF, the parties have executed this Contract, the effective date of which shall be the date signed by the City's Mayor below.

CITY:

CITY OF BRENTWOOD, TENNESSEE

By: _____
Mayor

Date: _____

Pursuant to Resolution 2019-110

CONTRACTOR:

THE DAVENPORT GROUP USA, LTD

By:  _____

Date: _____ December 3, 2019

Printed Name: Jerry P Davenport

Title: _____ President

Appendix A – Cost Proposal

LAMA Solution Framework Implementation Price Quote SaaS in-the-Cloud Solution

Prepared for City of Brentwood, Tennessee, on September 3, 2019



A. Modules

The following is a description of the proposed modules and extensions and include costs for setup and deployment of the proposed items.

Module	Description	Unit	Unit Price	Quantity	Costs
Core	Core Components include the Map, Address Management, Owners and Tenants, Scheduling, Cashiering, Letter Generator, Communication Log, Notifications, Document Manager, Forms and Reports	Each	Included	1	Included
Permitting & Inspections	Permitting and inspections include a broad range of building, public works, engineering case types. Details, inspections, fees, reviews, workflows and contractor profiles are configurable for each case type.	Each	\$ 2,040 / Year	1	\$ 2,040 / Year
Code Enforcement	Allows data management of code enforcement cases including the tracking of notices, citations, communications, and inspection photos. Includes inspections, adjudication, liens and condemnation.	Each	\$ 2,040 / Year	1	\$ 2,040 / Year
Project, Planning and Development Review	Includes functionality for managing development review, including collection, viewing and tracked editing of documents, submittal and review of comments by various departments, submittal and review of administrative and board meetings/hearings.	Each	\$ 2,040 / Year	1	\$ 2,040 / Year
Licensing	Includes functionality for location-based, equipment-based and non-site-based licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Module allows workflows and checklists, reviews, inspections and fee calculations. Licenses can be easily renewed. *** Licensing is included with purchase of 3 other modules.	Each	\$ 2,040 / Year	1	Included with Permitting, Code Enforcement and Projects, Planning,...
Work Orders	Module tracks work orders from start to finish including invoicing and reports. Work Orders contain geographic features, labor, part and materials, contractual work, tasks, and can be grouped by project.	Each	\$ 2,040 / Year		
Infrastructure and Asset Management	Module tracks all infrastructure features for Water, Sewer, Storm Water, Facilities, Parks, and Streets, including GASB34 Standard Asset information. Costs include migration of current infrastructure datasets into the LAMA system.	Each	\$ 2,040 / Year		
Redevelopment	Module tracks owned and sold property inventory, including integration with acquisition and disposition projects. Allows users to create, process, and track Expression of Interest on property.	Each	\$ 2,040 / Year		

Historic Building Preservation	Allows for the tracking and management of historic properties and surveys. Includes building significance data, contributing status and details, and historic registrar information, to name a few.	Each	\$ 2,040 / Year		
				Subtotal	\$ 6,120./ Year

B. Extensions

The following is a description of proposed extensions to the modules above and **include** any costs related to setup, configuration, and installation of the proposed extension that may be required.

Module	Description	Unit	Unit Price	Quantity	Costs
Mobile App	Complete inspections with our Android mobile application. Work offline or connected. Include routing and navigation, nearby activity via mapping, and voice recognition.	user	\$ 360 / Year	7	\$ 2,520./ Year
Plan Review Markup	Allows electronic document mark-up of plan submittals. Facilitates concise communication between plan reviewers and applicant. Integrates with Bluebeam Revu. Bluebeam Revu licenses from Bluebeam and not included in our costs.	user	\$ 360 / Year	10	\$3,600./ Year
Public Web Portal	The Public Web CRM module allows citizens and contractors to electronically submit and track statuses for applications, upload documents, comment of proposals, and pay fees. See section F for payment gateway integration.	each	\$ 2,040 / Year	1	\$ 2,040./ Year
MS Exchange with Outlook Integration	Integrates Microsoft Exchange Server calendars with the LAMA calendars. Configure specific users and the sync direction. Full sync between both calendars.	user	\$ 120 / Year	18	Included at no additional charge
Cloud Backup	Backup LAMA database and all files and documents to the cloud with Google Drive.	TB	\$ 1,020 / Year		
				Subtotal	\$ 8,160./ Year

C. Integration Adapters

This section describes any effort required to integrate the LAMA solution with external system. Refer to Functional Requirements Section of this Proposal for Implementation Details. The Client is responsible for ensuring the cooperation of the third-party vendor if other than ESRI or Microsoft. The following costs include development, testing, setup and deployment time for the respective items.

Software Implementation Services	Descriptions	Unit	Unit Price	Quantity	Costs
GIS Data Adapter	We integrate seamlessly with ESRI technologies and formats including ArcGIS Server or ArcGIS Online. Anticipated integration is typically one-way from the GIS to LAMA.	each	\$ 1,020 / Year	Included	\$ 0
Financial System Adapter	Setup and configuration of an export format that is compatible with the Financial systems (GEMS) import tool.	each	\$ 1,020 / Year	Included	\$ 0
Payment Gateway Adapter	Integration with online payment gateway for the Public Web Portal Extension. No charge if USAePay, otherwise \$1,020/year	each	\$ 1,020 / Year	NA	\$0 with USAePay
Assessor Database Adapter	This effort is for integrating seamlessly with Assessor's database. One-way from Assessor database to LAMA included.	each	\$ 1,020 / Year	Included	\$ 0

Laserfiche / SharePoint Adapter	\$ 1,020 / Year	NA	\$ 0
This effort is for integrating seamlessly with Laserfiche or SharePoint.			
Subtotal Integration Services			\$ 0./ Year

D. Subscription

The following describes the user general subscription options for the proposed solution.

License	Description	Unit	Unit Price	Quantity	Costs
Cloud-Hosted Named User	LAMA Subscription by named users in the system. In the Cloud access, maintenance and support.	user	\$ 816 / Year	18	\$14,688.
Office 365 Pro Plus Option	License Microsoft Office 365 Pro Plus with the Cloud Subscription	user	\$ 144 / Year		
				Subtotal	\$ 14,688.

E. Implementation Services

Includes major services related to software implementation and configuration of the modules selected in *Section A*. Services include the items set forth below. Software functionality includes all features and functions comprising the purchased modules as of the contract execution date. New features and functionalities requested during or after implementation, not specifically outlined in the RFP or proposal may incur additional fees. The quantity is an estimation based on similar clients in population.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
Implementation and Configuration Analysis Study and Documentation Information Collection, Documents (Forms and Reports), Workflows	Hour*	\$ 108	495	\$ 53,460.
GIS and Database Setup Setup and configuration of the database and schema including mapping and integration with GIS datasets.				
Case Type Documentation Includes the design and revisions to documentation packets for each object type in the system.				
Software Configuration Configuration of codes and objects from the case type documentation.				
User Acceptance Testing Preparation and execution of Test Plans. The goal is to demonstrate that the software works properly and has been properly configured.				
Standard Forms and Reports LAMA Standard Forms and Reports to MS Word and Excel are included. Custom reports in MS Word or Excel included with each proposed module.				
Training and Launch Preparations Training Plan and Training Materials and launch readiness.				
Project Management and Coordination Project management services and deliverables to ensure successful on time and on budget implementation. Includes regular status reports and other project coordination activities.				

Custom Forms and Reports	Hour	\$100	Included
LAMA Standard Forms and Reports to MS Word and Excel are included. Up to 15 custom forms and reports in MS Word or Excel included with each proposed module.			
Subtotal Implementation Services			\$ 53,460.

*Estimated at 11.25 hours per case type. Based on 28 Permitting, 8 Planning, 6 Code Enforcement, 4 Licensing.

F. Onsite Services

The following services **do not include** travel costs which are simple reimbursements.

Onsite Services Descriptions	Unit	Unit Price	Quantity	Costs
Case Packet Review (min 2 persons for 2 days)	Days	\$992	4	\$3,968.
User Acceptance Testing (min 2 persons for 2 days)	Days	\$992	4	\$3,968.
Training (min 2 persons for 3 days)	Days	\$992	6	\$5,952.
Go-Live / Launch (min 2 persons for 3 days)	Days	\$992	6	\$5,952.
Subtotal Onsite Services				\$ 19,840.

G. 3rd Party Integration Services

This section describes any effort required to integrate the LAMA solution with external system. Refer to Functional Requirements Section of this Proposal for Implementation Details. The Client is responsible for ensuring the cooperation of the third-party vendor if other than ESRI or Microsoft. The following costs include development, testing, setup and deployment time for the respective items.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
3rd Party System	Hour	\$ 150		Included
Integration with Tennessee Department of Commerce and Insurance database. (Assuming the State will allow the connection to their database)				
Subtotal Integration Services				\$ 0

H. Data Migration Services

Data migration costs vary depending on the amount and format of existing data and whether the data can be migrated digitally or will require manual data entry. Our software provides updating tools for GIS layers from within the application. The Client needs to provide Data Dictionaries for each data source to ensure accurate and timely data migration effort.

Data Migration Services Descriptions	Unit	Unit Price	Quantity	Costs
Data Migration Source 1	Hour	\$ 150	40	\$6,000.
We propose to migrate data from Trakit. (We have migrated from Trakit on several occasions in the past.)				
Subtotal Data Migration Services				\$ 6,000.

I. Totals

The following section itemizes the one-time/up-front costs associate with the full implementation of the LAMA software.

One-Time Capital Cost Summary		Costs
Data Migration Services	(H)	\$ 6,000.
Implementation Services	(E)	\$53,460.
Onsite Service	(F)	\$19,840.
3 rd Party Integration Services	(G)	\$ 0.
Grand Total One-Time Costs		\$ 79,300.

Recurring Annual Cost Summary		
Modules	(A)	\$ 6,120.
Extensions	(B)	\$8,160.
Adapters	(C)	\$0.
Subscription	(D)	\$14,688.
Software Assurance*		Included
Software Support*		Included
Subtotal		\$28,968.
Discount (12.5% of Annual Costs -- Client in Existing Market)		(\$4,345.)
Grand Total Recurring Annual Costs		\$24,623.

Note: In SaaS, the first year costs include One-Time Costs and First Year Recurring Costs. The Recurring Costs begin when the LAMA program is placed in the Cloud for the client.

Grand Total Three Year Costs	\$153,169.
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*Annual Software Assurance and Support includes new software updates and releases. Includes toll-free phone and email support, 7:00 am – 7:00pm, CST, 7 days a week. Includes free eTicket support. Annual costs may be increased to reflect changes in the costs of inflation as expressed by changes in the CPI. The increase in annual maintenance costs have ranged between 1.5 and 2.0 since 2010.

Note: Travel expenses are a simple reimbursable and not included in the above. Travel expenses are anticipated to be about \$7,600.00. Services to be provided from our Colorado Springs, Kansas City, Seattle, and Chicago area offices.

Projects are invoiced monthly per milestone completed. Travel expenses billed when incurred.

Note: Adding Workorders with 4 additional users, 4 mobile and 6 additional cases, would increase the total costs by \$15,000+/- and annual maintenance by \$6,700 +/-.

This quote is respectfully submitted to the City of Brentwood, Tennessee, by The Davenport Group USA, Ltd. this the 3rd of September 2019 and shall remain valid for 180 days.

A handwritten signature in black ink that reads "Jerry P. Davenport". The signature is fluid and cursive, with the first name "Jerry" and last name "Davenport" clearly legible.

Jerry P. Davenport, AICP, MRP, JD

President

The Davenport Group USA, Ltd

(800) 640-0373 x111 (jerry@davengis.net)

Appendix B – Support and Maintenance Policies.

A. Services

Support and Maintenance services include the following:

- Maintain the LAMA solution in good working order and properly functioning to handle its intended use.
- Provide the Municipality with phone and email support in the use of LAMA solution, its components, and its configuration.
- Provide the Municipality with quality level of support and confidence in both the software solution and our ability to provide timely and accurate resolution to any issues or questions.
- Provide the Municipality with software Error fixes and any major updates of LAMA, including existing documentation, help materials, user manuals, and tutorials for new functionality.
- Provide the Municipality with new data Reports at its request.
- Provide the Municipality, upon request, with one day of on-site services, subject to customer paying travel costs, which are a simple reimbursable.

B. Definitions

Term	Definition
Davenport	The Davenport Group USA, Ltd
Municipality	The Municipality currently under a maintenance and support agreement with Davenport on behalf of whom the ticket was submitted
SR	Service Request
PM	The Davenport Project Manager for the Municipality
SDC	The Davenport Software Division Chief
ADL	The Davenport Application Deployment Lead
LSS	Lead Support Staff
RTD	Required Ticket Details - Stage, Deployment Location, Release Version, etc.

C. Terms of Service

- The Municipality is to provide Davenport with VPN or equivalent form of remote access to Davenport Application and Web Servers and access to the production database.
- Davenport reserves the right and ability to patch and update the LAMA software applications.
- Davenport performs all database and application updates required by the software.
- Davenport is responsible for maintaining daily database and system backup policies and procedures.
- Davenport is responsible for maintaining server operating systems, network infrastructure, and network security.
- The Municipality is required to designate as a point of contact a representative with decision-making authority.
- SRs are processed solely and exclusively through Davenport's eTicket system.
- The Municipality help desk will provide first level support to the Municipality's users of the Services.
- Any new software modules implemented constitute a change in scope and may incur additional fees.
- Any new data migration sources constitute a change in scope and may incur additional fees.
- Any new 3rd party integration requirements constitute a change in scope and may incur additional fees.
- Custom code not tested and accepted by Davenport is outside the scope of this Agreement.
- The Municipality will provide and coordinate specifications for 3rd party integration from independent vendors and ensure a timely response to requests from Davenport.
- For new Report request, or modifications to an existing Report, the Municipality agrees to provide notice to Davenport with the new report template in Microsoft Excel at the time of the request.
- New Parcel, Owner, or Address update request, require 30 business days for Davenport to program, test, and deploy the data update.

D. Service Requests

Sources

Phone Calls. Phone calls that are received via our 800 number (800-640-0373) are routed throughout our organization and will be picked up and responded to by the next available person.

Calls placed by the Municipality to a staff person's direct line or cell phone are not subject to the response times defined herein (Table 4.1). That individual may be out of the office, in a meeting, traveling, or unavailable, and will respond to the Municipality at the first available opportunity.

Web Submissions. SR submissions via the eTicket website will be answered by the next available person or the LSS.

Email Submissions. SR emails sent directly to a Davenport staff person's email are not subject to the response times defined herein. However, the individual will use best effort to respond to the email within the provided response times defined in Table 4.1. If the individual is on-site with another Municipality, away from the office, in meetings, or otherwise unavailable, he or she will respond to the Municipality at the first available opportunity.

Municipality Priority

The Municipality will classify SRs into High, Medium and Low Priority. The Municipality is to reserve High Priority for SRs related to errors with existing functionality in the software solution that are preventing the Municipality from substantially performing important required daily activities. Low priority items are for issues that are not related to current fundamental functionality of the software or do not substantially affect the required daily use of the program. Examples of the later are a product enhancement request, the presence of a command button that is no longer working but doesn't prevent anyone from doing their work, or the mislabeling of a text box. Davenport will use the Municipality Priority level as a preliminary indication of the severity of the ticket.

Davenport Response

Responses to SRs submitted via the toll-free support line or eTicket website are to be provided to the Municipality within 30 minutes (see Table 4.1). It is the responsibility of Davenport to categorize the SR according to Table 4.1.

All SRs submitted via the toll-free support line and eTicket website, between the hours of 7:00 AM CST and 7:00 PM CST, Monday through Friday, should be responded to in accordance with Table 4.1. High Priority SRs outside of those hours shall be addressed as expeditiously as practical. Other SRs outside of those hours should be handled immediately by the LSS at the start of the next business day.

It is the responsibility of the responder to create an eTicket for SRs when the Municipality has not created an eTicket.

Davenport Categorization

Davenport is responsible for reviewing the nature of the problem, the priority assigned by the Municipality and determining how to classify the issue. Response times for SRs submitted via the toll-free support line or eTicket website are set out in Table 4.1. The following classifications exist for categorizing SRs:

Table 4.1

SR Category	Description	Response Time	Remedy Time*
Error Fix			
Critical	Errors in existing, important functionality without a work-around, which prevent the Municipality from performing required daily activities	30 min	4 hrs
Significant	Errors in existing, important functionality, which has a work-around or does not prevent the Municipality from performing required daily activities	4 hrs	10 days
Minor	Error in existing functionality which are neither Critical or Significant	1 day	TBD
Configuration	Requests for changes to the current configuration of the implemented solution in the Municipality's environment.	1 day	TBD
Feature Request	Requests for additional functions, features, or enhancement to software or solution components	1 day	TBD
Forms and Reports	New form or report request (errors in existing forms or reports are handled as Error Fixes)	1 day	30 days
Documentation	Request for additional software documentation	1 day	30 days
Inquiry	A question about the software not related to an immediate action item request to Davenport.	1 day	TBD

**Best effort should be given to resolve or remedy the issue within the given timeframe.*

Davenport responder is responsible for assigning the SR a Category.

a. Error Fix

Until such time as a Davenport Categorization is assigned, the responder will stay on the call, or pass the call, with an explanation to one of our other tech staff with more expertise in the subject area.

Critical Error Fix: This is top priority until the matter is resolved, or a workaround established. For Critical Error Fixes under which Davenport has control and authority to remedy, best effort will be provided to resolve the issue within target timeframe and to stay on the SR until such time as a resolution is in place.

Significant Error Fix: SRs identified as Significant are deemed a priority and receive best effort to identify an immediate path to resolution, taking precedence over Minor Error Fix SRs.

Minor Error Fix: Minor Error Fixes shall be investigated and best effort provided to identify a path to resolution. Staff will attempt to resolve based on current resources, update schedules, and other SR priorities.

Note: If the SR is related to hardware or software that is not maintained by Davenport, the Davenport PM will consult with the Municipality to identify a path to resolution. These issues are typically referred to the Municipality's Information/Technology (IT) department or may require the Municipality's approval to resolve.

b. Configuration Requests

SRs involving configuration changes to the currently installed solution on the Municipality's environment are classified as a Configuration Request. A Configuration Request does not involve issues related to errors or new functions being added to the system. Examples of Configuration Requests are altering a case work flow, updating a fee calculation, or requiring new data entry points on a case. All configuration changes must be approved by the Davenport PM and the Municipality PM. Substantial configuration change requests may incur additional costs.

c. Feature Requests

SRs will be classified as a Feature Request if a resolution will involve adding features or functions which are not currently part of the solution. SRs involving requests for future functionality are assigned to the Davenport PM. The PM coordinates with the SDC and ADL where they are prioritized and a determination made if they should be addressed and within what timeframe. The PM, SDC, and ADL weigh several factors into consideration, including the impact and integration into the overall software design and architecture, the impact of the change on existing functions and other municipalities, the documentation and training required to support the change, the development time required to implement, test, and deploy the change, and many more factors. No promises are made that a Feature Request

will be implemented, or, similarly, will be implemented by a specific time. Although Davenport has a schedule for releasing upgrades and determining what matters will be included, it is always possible that planned functionality may not pass final testing or might otherwise be deleted from a release at the last minute. If the Municipality desires particular Future Functionality, it is encouraged to enter into a contract with Davenport to add that functionality and not rely that it will be added at a future release.

d. Forms and Reports

Forms and Reports SRs are for the design of new forms, new reports, or the customization of an existing form or report. The Municipality has the responsibility to provide a Template at the time of the SR for any new form or report request. Forms and Reports SRs may be subject to a \$200.00 Development and Design fee.

e. Documentation

SRs requesting new documentation on software or features therein may be subject to additional fees.

f. Inquiry

Inquiry-related SRs are typically questions and answers communicated through SRs on the eTicket site. These SRs are largely void of action items to be performed by Davenport.

Resolution

When a matter has been resolved, the Municipality will be notified that the SR has been resolved. Upon resolution, the SR may be closed or Davenport may wait for a Municipality response. Please note that the Municipality's response to an SR or SR notification will reopen a closed SR. Davenport will make a best effort to ensure the Municipality is comfortable and understands the resolution and/or any implications or conditions outlined in the SR resolution.

Escalation

In the event that the Municipality is unhappy with the progress being made on a SR, the matter may be referred to the SDC or CEO.

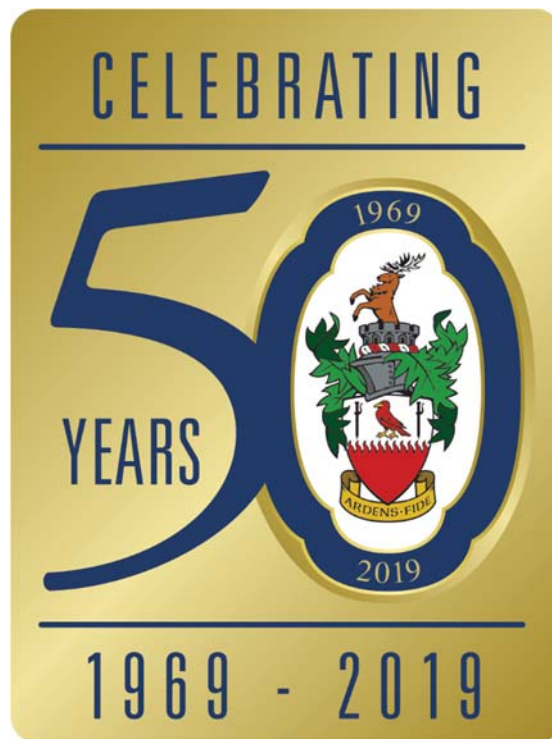
Revision Date: January 31, 2018

Effective Date: January 31, 2018

REQUEST FOR PROPOSALS

PERMITTING AND DEVELOPMENT MANAGEMENT SOFTWARE

JULY 2019



*City of Brentwood Tennessee
Planning and Codes Department
5211 Maryland Way
Brentwood, TN 37027
www.brentwoodtn.gov*

Permitting/Development Management Software System

The City of Brentwood, Tennessee ("City") invites proposals from qualified, competent, knowledgeable, and experienced providers for services requested in this Request for Proposal ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Companies submitting responses must be prepared to enter into an agreement ("Agreement") for the provision of requested services and goods as set forth in this RFP.

Vendor questions or clarifications regarding this Request for Proposals must be emailed to Jeff Dobson at jeff.dobson@brentwoodtn.gov no later than August 21, 2019 at 4:00 PM (Central Daylight Saving Time). A copy of the question along with an answer to each question will be posted no later than August 26, 2019 on the City website. www.brentwoodtn.gov/bids

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

Issue Date: August 14, 2019

RFP Title: Permitting/Development Management Software System

Issuing Department: City of Brentwood
Planning and Codes Department
5211 Maryland Way
Brentwood, TN 37027

Contact: Jeff Dobson
Planning and Codes Director
jeff.dobson@brentwoodtn.gov

I. SUBMISSION DEADLINE

Proposals must be submitted in a sealed envelope plainly marked on the outside "**SEALED PROPOSAL FOR MUNICIPAL PERMITTING/DEVELOPMENT MANAGEMENT SOFTWARE - DO NOT OPEN WITH REGULAR MAIL.**"

SEALED BIDS MUST BE MAILED OR PHYSICALLY DELIVERED TO:

Finance Department
Attn: Karen Harper
Brentwood City Hall
City of Brentwood
5211 Maryland Way
(P.O. Box 788)
Brentwood, TN 32027-0788

RESPONSES MUST BE SUBMITTED BY: 3:00 PM SEPTEMBER 9, 2019

REVIEW: The initial review of proposals will be conducted by staff with the users of the current software system. A secondary review will be performed by a committee composed of affected City employees. Upon completion of review, the City may conduct an interview of the finalists and request additional online demonstrations and conversion examples (at no additional charge).

The anticipated award date shall be contingent upon the Brentwood Board of Commissioners approval of a contract.

II. STIPULATIONS AND REQUIREMENTS

1. General Information

The City of Brentwood operates under a City Manager – Commission Charter, was incorporated in 1969 and encompasses approximately 42 square miles in land area located in the northern portion of Williamson County in Middle Tennessee. The City shares its northern boundary with the southern boundary of Metropolitan Nashville and Davidson County. The State certified population as of July 1, 2018 is 43,889. The Board of Commissioners is comprised of the Mayor, Vice Mayor, and five Commissioners, elected at large.

The City of Brentwood and the surrounding area continue to experience rapid growth.

2. Proposal Guarantee/ Award Procedure

It is anticipated that a recommendation for award for this Proposal will be made no more than sixty (60) days after the Proposal due date. All interested parties are required to guarantee their Proposals as an irrevocable offer valid for at least ninety (90) days after the Proposal due date. The City of Brentwood, Tennessee in its sole and absolute discretion shall have the right to award a Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal and shall be allowed to accept a portion of, or the total Proposal of any one vendor.

3. Revisions

If it becomes necessary to revise any part of this Request, a written addendum will be made available to the public via publication to the City's website, www.brentwoodtn.gov/bids. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to all Respondents in written addendum from an authorized representative of the City.

4. Non- Discriminatory Statement

The City expressly prohibits discrimination of any kind or manner.

5. References and Experience

All interested parties are required to submit, with their Proposal a comprehensive list of references. Interested parties should provide a minimum of three (3) client references, using the same software being proposed, preferably within the State of Tennessee in which they have provided similar or related services. References shall include, at a minimum: company/organization name, address, telephone number and contact person. Responding parties agree to authorize the City to verify references provided, so as to determine quality and manner of previous work performed.

6. Compliance with Laws

All Respondents shall observe and comply with all regulations, laws, and ordinances of local, state, and federal governments as they apply to this Request for Proposals.

7. Procedures

a. **Deviations from Specifications.** All deviations from requested specifications must be clearly stated in the Proposal. Any significant limitation in scope or manner of proposed work, restrictive conditions, etc., should be clearly disclosed. Responses failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

b. **Duration of Proposal.** All Proposals shall remain valid without material change for at least ninety (90) days after the Proposal due date.

c. **Pricing Terms of Proposal.** The City requests to view pricing information for services from qualified vendors who can provide and meet all specified requirements of this Proposal for a (1) year period, with clear and specific information regarding pricing increase triggers for at least three years from the date of award. The City intends to select a vendor that can provide a cost-effective ongoing partnership for many years to come. However, singular year renewals may be exercised at the City's sole discretion.

d. **Subcontracting.** The City is seeking responses from full-service providers. The requirements of this Proposal shall not be subcontracted to other agents, absent express written agreement from the City permitting such assignment.

e. **Insurance Requirement**

A. **Policies, Coverages, and Endorsements.** Respondent agrees to maintain, at its sole cost and expense, the following insurance policies with minimum

coverage and limits required by the State of Tennessee. Prior to an award of contract Respondent will be asked to name the City (its officers, agents and employees) as 'Additional Insured' parties on the original policy and all renewals or replacements during the term of the agreement.

1) Commercial General Liability

(a)	Each Occurrence	\$1,000,000
(b)	General Aggregate	\$2,000,000

- B. Workers' Compensation.** Responses to this Proposal will serve as an affirmation that Respondents are in compliance with the State of Tennessee's requirements for Workers' Compensation Insurance. Should the Respondent receive an award of contract and enter into an agreement with the City, the Respondent confirms their ongoing compliance with Worker's Compensation throughout the lifetime of their agreement with the City.
- C. Subrogation.** A waiver of subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents and employees should be furnished to the City upon request, and prior to an award of service.
- D. Proof of Insurance.** The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the City must be listed as the 'Certificate Holder' and which should be furnished to the City upon request, and prior to an award of service.
- E. Cancellation.** All relevant Vendor policies, including worker's compensation and general commercial liability, shall be endorsed to provide thirty (30) days advanced written notice to the City of cancellation, nonrenewal and reduction in coverage. Mailed to: City of Brentwood, Planning and Codes Director, P.O. Box 788, Brentwood, TN 37024-0788
- F. Indemnification.** To the extent permitted under the United States Constitution and the laws of the State of Tennessee, Respondent shall agree to indemnify and hold harmless the City and its directors, officers, employees and agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any loss, expense, liability, damage, claim, including personal injury and/or death sustained by any person(s) or property arising out of the acts or negligence of the Respondent, the Respondent's personnel, its agents, and employees, occurring during the performance of its duties.

8. Non-Compliance with Proposal.

It is understood and agreed upon by all parties, in the event of an award of contract, if said contract fails to meet the terms and conditions accepted by the City as specified in this Request for Proposal, and any prior agreements leading up to contract, then the City shall at its sole option have the right to:

- a. Cancel the contract in its entirety with a refund in full; OR
- b. Require the Vendor to provide the services as stated in this Proposal at the proposed price.

9. Response Request Disclaimer.

This Request for Proposal does not commit the City to enter into a contract or award any services in relation to this specific document, nor does it obligate the City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.

10. Affidavits.

Each Proposer must complete and submit the attached Non-Collusion (Exhibit A) and Iran-Divestment (Exhibit B) affidavits with their proposals.

Additionally, The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

11. Claims Against the City.

In consideration for the right to respond to this RFP, Proposer, waives any claim, liability or expense whatsoever against the City and its Staff, Commissioners, and agents by reason of any or all of the following: any aspect of this RFP, the Selection Process or any part thereof, any informalities or defects in the Selection Process, the failure to enter into any agreement, any statements, representations, acts or omissions of the City, the exercise of any discretion set forth or concerning any

12. Governing Law.

This RFP and any agreement resulting from this RFP shall be governed by and construed in accordance with the laws of the State of Tennessee. Any dispute arising under this RFP shall be resolved in a court of competent jurisdiction in Williamson County, Tennessee.

III. PROPOSAL FORMAT

All bids shall be submitted on standard 8.5 x 11-inch paper with font size no smaller than twelve point. Proposals shall consist of one (1) signed original and two (2) copies, submitted in a sealed envelope plainly marked "**SEALED PROPOSAL FOR PERMITTING/DEVELOPMENT MANAGEMENT SOFTWARE - DO NOT OPEN WITH REGULAR MAIL.**"

The Proposals shall consist of the following:

1. **A Letter of Transmittal** which includes (a) the name of the company, (b) a contact person, (c) current address (d) telephone number, (e) email address, and (f) the signature of an authorized representative of the Respondent.
2. **A Table of Contents** indicating the page where each section begins.
3. **Ownership Information & References** which shall identify how the company is owned; the year the company was established; the former name(s) of the company, if applicable; and the state in which the company is incorporated. This section should also include references to other companies and/or government entities for which the Respondent has provided similar services. Respondent should include relevant contact information for a minimum of (3) qualified client references, using the same software being proposed, preferably within the State of Tennessee.
4. **Proposal Response** should include detailed description of proposed product, including any/ all additional features that go above and beyond the requested specifications. This section should also detail how all requested specifications will be met and/or exceeded. Respondents may detail more than one option of product that, at a minimum, fulfills the specifications requested. Responses should include an anticipated timeline of delivery, data migration, training, and an anticipated "go live" date.
5. **Pricing.** Vendors should include a complete cost and fees breakdown of the entire product. Total proposed pricing should be inclusive of licensing, installation, data conversion, training, testing, and additional fees and associated taxes. ***The City of Brentwood, Tennessee is exempt from sales and use tax as a certified governmental entity, the official tax exemption certificate can be provided upon request.***
6. **Sample Contract Terms.** Respondent should include a sample contract and/or standard terms and conditions generally associated with the requested products.

7. **Insurance Requirements.** Respondent should include certificate(s) of insurance of all relevant, current and active, policies relating to their business obligations in the State of Tennessee. At a minimum, this requirement includes the enclosure of an up-to-date certificate of insurance for Respondent's Commercial/ General Liability coverage and Workers' Compensation coverage as detailed above.
8. **Notice of Deviation.** If Applicable, deviations from the requested product specifications listed below must be expressly disclosed. Proposals failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

IV. **SCOPE OF WORK**

The City is inviting vendors to provide Proposals for Permitting/Development Management Software, which will be utilized primarily by several departments within the City structure, including Planning and Codes, Engineering, Fire and Rescue, Water Services and Public Works. The successful Respondent will be required to provide, at no additional cost, a demonstration of their platform, as quoted in their RFP response, for evaluation by City staff.

Upon confirmation of functionality and compatibility, the City will move forward with a Recommendation of Award to the City's Board of Commissioners. A Recommendation of Award must be approved by the City's Board of Commissioners prior to an Award of Contract.

The Planning and Codes Department currently uses the Trakit suite of development management products. TRAKIT was originally developed by CRW Systems and is currently maintained by Central Square Technologies. The system currently includes individual modules – PermitTrak, ProjectTrak, CodeTrak, AECTrak, LandTrak and LicenseTrak. There is also a report module. City staff has been using the Trakit Software since December 2003. The software is licensed for 20 concurrent users. The successful Respondent must also provide conversion services for all TrakIT data stored on City servers. The TrakIT database includes approximately 1.2 GB of data.

1. **System Requirements sought by the City include, but are not limited to the following. (See checklist below for a full listing of the system requirements):**
 - a. Lifetime support and training;
 - b. As part of the subscription the vendor will provide software enhancements free of charge when released;
 - c. System uses only standard internet protocols (HTTPS) for communication;
 - d. Requires no additional hardware connections (e.g. point-to-point routers, etc.);
 - e. Requires no additional software connections (e.g. VPN software, Citrix, etc.);
 - f. Requires no dedicated data lines;
 - g. Proactive hardware and infrastructure monitoring and maintenance;
 - h. Is tolerant of temporary internet disconnections;
 - i. Accessible from any internet connection, including wireless connections;
 - j. Requires no client-side installation or changes to local workstation security;
 - k. Must use Microsoft SQL Server 2016 or higher;

- l. Requires no browser plugins (e.g. Silverlight, ActiveX, Java). Written in HTML 5;
- m. Provides a schedule of all upgrades and service packs with at least 30-day's notice as part of the subscription;
- n. Provides detailed and summary documentation of all new features and changes prior to upgrade;
- o. All data is property of the City regardless of where it is hosted, should the City and the vendor ever separate all data will be returned to the City within 14 days;
- p. Provides proactive notification of service pack updates, scheduled maintenance, etc;
- q. Single Sign On (SSO) using Active Directory Integration preferred;
- r. Data must be maintained indefinitely, unless otherwise approved in writing by the Planning and Codes Director;
- s. Provides hyperlinks for end-users to easily access Customer Support, User Voting Portal, Release notes etc.;
- t. Integration/compatibility with Bluebeam Revu -- review, markup and editing software providing the ability to email comments to applicant;
- u. Conversion of all TrakIt data currently hosted on City servers;
- v. Software must contain audit controls and reporting mechanisms and communicate with the City financial software ERP (GEMS). The selected system shall transmit financial transactions to the City's financial software preferably via existing web service (see GEMS Integration Technical Standards document provided upon request);
- w. System shall provide for use of the existing nomenclature for permits – Permit prefix, year, month, permit number, example BP1907-0001;
- x. Ability to add multiple photos or videos from the field via a smart phone/tablet;
- y. Software should be able to provide time and cost tracking functionality;

2. **Additional Requirements for the software, include, but are not limited to the following:**

- a. User centric design allowing custom dashboards enabling each user to customize their screens and layouts with ability to save user configured settings;
- b. Vendor must provide unlimited custom reports as requested at no additional cost;
- c. System must provide the ability to configure, add new fields, and the ability to immediately run reports against the new fields created without requiring technical support or knowledge of SQL or Crystal Reports;
- d. System must provide a portal for citizen, contractor, applicant access, easily configured to meet permit requirements and allow customers to see real time status updates of inspections, plan/project reviews, and other related activities;
- e. System allows administrators to see real-time status of each reviewer's progress and status;
- f. System allows citizens and contractors to apply for permits online;
- g. The system shall provide the ability to pay permit/project review/submittal fees at the time of initial submission of an application or as determined by staff;
- h. The system's payment portal shall be PCI Compliant, and the vendor must provide a listing of all existing credit card payment portal solutions. Integration with Invoice Cloud credit card payment solution is the City's preferred solution. PCI

Compliance verification must be provided for chosen credit card payment solution;

- i. System allows for the creation of sub-permits (e.g. building permit with a mechanical permit);
 - j. System generates permits on paper and in PDF form;
 - k. Software can easily email permits and inspections from the system;
 - l. System shall provide different fee structures based on the permit type;
 - m. Staff can edit, delete, or create new permit types or processes as needed without technical support from the vendor;
 - n. Varying levels of access and the ability to assign and/or change user security level access freely within the system, without direct Vendor contact;
 - o. System provides a centralized calendar for scheduling inspections;
 - p. System allows inspections to be added, removed, or rescheduled as needed;
 - q. System allows a variety of file formats to be uploaded and attached to all modules for review/tracking/documentation (e.g. pdf, jpeg, docx, XLS, etc.);
 - r. System allows multiple staff to be assigned to one complaint;
 - s. System provides staff the ability to see a history of all previous complaints, permits, and inspections on a property;
 - t. System tracks deadlines for follow up and organizes staff comments;
 - u. System provides a link to the Tennessee Department of Commerce tracking appropriate certifications and licenses as required for the type of contractor;
 - v. Ability to customize software interface. Including the ability to define terms, groups, designations and allocations as needed, without limitation. If the software is upgraded for any reason, all data and any customer specific customizations shall be maintained;
 - w. Ability to store, maintain, edit, and populate forms and letters. Ability to modify stored forms and letters in-house, without direct contact to Vendor;
 - x. Method for preventing duplicate permits/projects/codes violation cases, etc.;
 - y. Reporting software shall export all fields into a CSV or XLS/XLSX file, preferably as a simple data file with one-row headers;
 - z. System tracks deadlines for follow up and organizes staff comments;
3. **Geographic Information System GIS requirements of the software, include, but are not limited to:**
- a. Ability to integrate seamlessly via ArcGIS Server Map services, Version 10.6.1 or higher;
 - b. System must accurately link locations to GIS database. System must be able to integrate GIS database records directly to images on a map via the City's ArcGIS Server map services, Version 10.6.1 or higher;
 - c. Software integrates with GIS application for property verification and display via Rest services from ESRI.
 - d. Software provides GIS access from any device without additional fees or licensing;

V. SOLUTION OBJECTIVES

Plan Review Objectives

- a. Reduce the storage space and time required to physically manage paper copies of site/building plans;
- b. Enhance communications between and amongst reviewers and developers who are in different departments and/or locations;
- c. Decrease processing cycle time and/or number of review cycles to submit and review permit requests, building plans and site plans;
- d. Establish a cost-effective process for maintaining and configuring the solution over the long term as new and changing requirements emerge;
- e. Bluebeam compatibility allowing inspector review markup, editing and comment of electronically submitted plans;
- f. Allow a citizen access portal for on-line tracking of permit requests;
- g. Create a virtual one-stop-shop for applicants to securely and electronically submit and manage plans and associated files (photos, videos, GIS maps, CAD drawings, text documents, electronic forms, etc.) required for a plan review application;
- h. Allow applicants to pay permit review fees online;
- i. Allow for on-site intake scanning/processing for smaller development proposals that may not have the capabilities to submit plans electronically;
- j. Implement a multi-format document viewer and comment toolset that provides architectural drawing markup capabilities and revision tracking for audit trails of all review activity;
- k. Dashboard functionality to allow users to monitor the status of review tasks and track the completion against scheduled due dates;
- l. Enable the flexibility to define the permit/project review workflow and notification process based upon the requirements for each individual project;
- m. Support mobile access (smartphone or tablet) to review documents, enter comments and complete inspections;

Permitting Objectives

- a. Dashboard functionality to allow users to monitor the status of review tasks and track the completion against scheduled due dates;
- b. Enable the flexibility to define the permit creation and management workflow and notification process based upon the requirements for each application;
- c. Reduce the storage space and time required to physically manage paper copies of permits;
- d. Enhance communication between and amongst reviewers and developers/inspectors who are in different departments and/or locations;
- e. Allow applicant to submit selected permit requests on-line;
- f. Ability to create sub-permits and assign permit fees based on permit type;
- g. Bluebeam compatibility allowing inspector review markup, editing and comment of electronically submitted plans;

Inspection Objectives

- a. Dashboard functionality to monitor the status of inspections and track the completion against scheduled due dates;
- b. Enable the flexibility to easily reallocate resources based on defined parameters as needed;
- c. Support mobile access (smartphone or tablet) for inspection staff, to view documents enter comments and complete reviews;
- d. Enhance communication between and amongst reviewers and developers/inspectors who are in different departments and/or locations;
- e. Create a virtual one-stop-shop for applicants to securely and electronically submit and manage inspection requests and results;

Project Objectives

- a. Dashboard functionality to monitor the status of project reviews and track the completion against scheduled due dates;
- b. Enhance communication between and amongst reviewers, and applicants /developers who are in different locations;
- c. Create a virtual one-stop-shop for applicants to securely and electronically submit and manage project requests and view result;
- d. Support mobile access (smartphone or tablet) for staff, applicants and Planning Commission members to view documents enter comments and complete reviews;
- e. Bluebeam compatibility allowing reviewer markup, editing and comment of electronically submitted plans;

Code Enforcement Objectives

- a. Dashboard functionality to monitor the status of code enforcement activities and code violations and track the compliance against scheduled due dates;
- b. Support mobile access (smartphone or tablet) for staff, and citizens to view documents enter comments and complete reviews;
- c. Allow citizens to submit Code enforcement complaints on-line;
- d. Functionality to allow creation of Code violations letters using data pulled from an application or property record;

License Management Objectives

- a. Dashboard functionality to track and monitor the status of architect, engineer and contractor licensing to insure current licenses are maintained;
- b. Provide connection to The Tennessee Department of Commerce and Insurance for license verification;
- c. Provide the ability for staff, to update licensing data;
- d. Automate renewal letters for home occupations, food trucks etc.;
- e. Ability to collect fees and receive payments on-line;

VI. SOLUTION REQUIREMENTS

The selected software solution will provide electronic plan submittal/review providing internal and external agencies access to land development and building plan files for review and approval purposes.

The software solution will be a web server-based solution with a web browser client application that allows users to initiate and complete the entire plan submission and review process online. This would include the payment of any plan/project review fees using a credit card and the associated required interface to the City of Brentwood's web payment reception solution. It will also track all review activity in detail and create a log for review by anyone with appropriate access rights.

Any required software for the proposed solution will be available to external Development Community users free of charge.

The proposed solution will incorporate responsive web design techniques to allow all web pages to be accessed by both mobile and desktop browsers.

The proposal will include the implementation of business process management technology that will replace existing paper-based processes with new electronic document-based processes that are significantly more efficient.

The successful vendor will provide all conversion services for existing data currently within TrakIT.

See Appendix A for a check list of specific requirements. Responses shall include this list as part of their documentation.

The selected system shall transmit financial transactions to the City's financial software preferably via existing web service (see GEMS Integration Technical Standards document)

For any specifications that cannot be met or an "or equal" is proposed, the deviation must be clearly outlined in the proposal.

VI. BIDDER QUALIFICATIONS

The City will only consider proposals from Respondent s that:

1. Can demonstrate a proven track record of successfully and reliably providing similar services, and products, to similar entities.
2. Can demonstrate substantial compliance with this Request.

VII. EVALUATION CRITERIA

Award will be made to the proposer whose proposal is determined to be the most advantageous, to the City based upon the evaluation criteria contained herein. The following criteria will be used to determine the most qualified evaluated Proposal:

1. General Criteria

- a. Degree of Respondent 's ability to fully comply with the Scope of Services in this RFP (25%).
- b. Cost to the City of Brentwood (15%).
- c. Time of delivery, performance, and completion (15%).
- d. Respondent 's demonstrated ability to provide successful implementation services, ongoing support, and training opportunities for users (15%).
- e. Useful life of the product (10%).
- f. Residual value of the product (10%).
- g. Advantages of a particular product relative to its weaknesses (10%).

VIII. RESPONSIVENESS OF PROPOSAL

1. Responsiveness

The City will only consider those Proposals that conform to the material requirements of the City's RFP and that are submitted in the Proposal format set forth above. A Proposal will be considered conforming and responsive if it substantially addresses and promises to meet the requirements contained in this Request, and any future reasonable requests made over the course of the selection process. The City may waive any non- conformance that is immaterial AND does not prejudice other Respondents.

2. Non-responsiveness

The City will reject any Proposals that materially deviate from the requested specifications.

VIII. SELECTION

1. Selection Committee

A selection Committee will be formed to review all submitted proposals, which will be composed of City staff.

2. Selection Process

1. Proposal Questions

City shall answer any questions that the Proposer may have prior to the submission deadline. All questions should be submitted in writing by electronic mail directly to Jeff Dobson, Planning and Codes Director at jeff.dobson@brentwoodtn.gov, before 4:00 p.m. on August 21, 2019. All answered questions shall be made available by 4:30 p.m. on August 26, 2019, to all interested parties via the City's website, www.brentwoodtn.gov/bids. It shall be the proposer's obligation to reference the City's website, as needed, prior to submission of a Proposal.

It is each submitting entity's responsibility to read this RFP in its entirety, and fully acquaint itself with the scope of work outlined herein. The failure of the submitting entity to do the foregoing does not relieve the Proposer from any obligation with respect to the Proposal submitted. If any Proposer is in doubt as to the true meaning of any part of the specifications, the submitting entity should submit a written request for an interpretation.

Questions concerning any aspect of this RFP must be submitted in writing by electronic mail to Jeff Dobson, Planning and Codes Director, at jeff.dobson@brentwoodtn.gov.

2. Initial Selection Process

Submitting entities whose proposals are acceptable in form and substance will be selected to be included on a short list of potential awardees if, in the Selection Committee's business judgment, they meet the above minimum qualifications.

3. Negotiations of Contractual Terms.

After the Selection Committee makes its final determination, the awardee and the City will negotiate and execute a final agreement prior to the commencement date. Failure by any Proposer to timely respond or come to terms with the City will be cause for a rejection of the Proposal. A proposal may include such contract forms for approval by the Board of Commissioners as the vendor deems necessary to carry out the project, including maintenance. The City reserves the right to negotiate contract terms with the selected vendor, or to propose alternate contract forms.

IX. ADDITIONAL INFORMATION

1. Modifications

In no event shall the deadline for submission of the Proposals be changed except by written addendum from an authorized City representative published to the City's website. The City reserves the right to modify this RFP through written addendum at any time prior to the Proposal deadline for any reason. All modifications shall be issued in a written addendum and made available on the City's website, www.brentwoodtn.gov, prior to the deadline for submissions.

The City shall not be responsible for oral interpretations given by any City employee, representative, elected official, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective submitting entities and the addenda shall become a permanent part of the Request; However, it shall be the responsibility of each submitting entity, prior to submitting a response to review the Request details at www.brentwoodtn.gov, to determine if any addenda were issued and to make such addenda a part of the submission of its Proposal.

2. Competitive Proposal

It is the intent of the City that this RFP is conducted according to the competitive sealed bidding procedures. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received no later than three (3) days after the opening date.

3. Exclusions

Accidental exclusions on behalf of the City in this request will not be held against the City as an extra cost of doing business. It is the responsibility of the Proposer to assure that all necessary information including costs of providing the described service herein are included in the Proposer's response. Any "hidden" fees or services intentionally excluded or added to a Proposal to deceive the City will immediately disqualify the Proposer from this proposal process.

4. Public Information Notice

All submitted Proposals become the property of the City of Brentwood. The City retains the right to provide copies of Proposals to its staff and any legal, technical, or financial advisors and representatives. Respondent should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want to be received by City staff.

Please note that all information submitted for review may be subject to the **Tennessee Open Records Act** and may be made available upon request by the public. Submitting entities should identify any confidential, proprietary information or trade secrets and provide justification as to why the disclosure of the records would permit an unfair commercial advantage to the Submitting entity's competitors.

EXHIBIT A

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 _____)SS

County of _____

Affiant, _____, deposes and makes oath that:

(printed name of person signing Affidavit)

1. He or she is the _____ of _____ (Owner or Authorized Partner, Officer, Representative or Agent of Owner) _____, (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 of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

My Commission Expires: _____

Exhibit B

IRAN DIVESTMENT ACT REQUIREMENTS

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

CERTIFICATION

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

Signature

Date

Printed Name

Title

Name of Firm/Company

All contractors and suppliers doing business with the City of Brentwood,

If you see or suspect fraud or misconduct by any City of Brentwood employee or elected or appointed official, please report to the City Attorney, Kristen Corn via email to Kristen.corn@brentwoodtn.gov or by phone at 615-371-0060.

APPENDIX A

The following checklist shall be completed and returned with the proposal indicating the features offered by each respondent. Any features not offered by an individual respondent shall be clearly explained in the proposal.

SPECIFIC SOFTWARE FEATURES SOUGHT BY THE CITY OF BRENTWOOD

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>YES</u>	<u>NO</u>
<i>SYSTEM REQUIREMENTS SOUGHT BY THE CITY</i>			
a.	Free unlimited lifetime support and training;	_____	_____
b.	As part of the subscription the vendor will provide software enhancements free of charge when released;	_____	_____
c.	System uses only standard internet protocols (HTTPS) for communication;	_____	_____
d.	System requires no additional hardware connections (e.g. point-to-point routers, etc.);	_____	_____
e.	System requires no additional software connections (e.g. VPN, Citrix, etc.);	_____	_____
f.	Requires no dedicated data lines;	_____	_____
g.	Proactive hardware and infrastructure monitoring and maintenance;	_____	_____
h.	System is tolerant of temporary internet disconnections;	_____	_____
i.	Is accessible from any internet connection, including wireless connections;	_____	_____
j.	Requires no client-side installation or changes to local workstation security;	_____	_____
k.	System must use Microsoft SQL Server 2016 or higher;	_____	_____
l.	System requires no browser plugins (e.g. Silverlight, ActiveX, Java). Written in HTML 5 language;	_____	_____
m.	Provides schedule of all upgrades and service packs with at least 30-day notice as part of the subscription;	_____	_____
n.	Provides detailed and summary documentation of all new features and changes prior to upgrade;	_____	_____
o.	All data is property of the City regardless of where it is hosted, should the City and the vendor ever separate all data will be returned to the City within 14 days;	_____	_____
p.	Provides proactive notification to staff of service pack updates, scheduled maintenance, etc.;	_____	_____
q.	Single Sign On (SSO) using Active Directory Integration, preferred;	_____	_____
r.	Data must be maintained indefinitely, unless otherwise approved in writing by the Planning and Codes Director;	_____	_____
s.	Provides hyperlinks for end-users to easily access Customer Support, User Voting Portal, Release notes etc.;	_____	_____
t.	Integration/compatibility with Bluebeam Revu -- review, markup and editing software providing the ability to email comments to applicant;	_____	_____
u.	Conversion of all TrakIt data currently hosted on City servers;	_____	_____

- | | | | |
|----|--|-------|-------|
| v. | Software must contain audit controls and reporting mechanisms and communicate with the City financial software ERP (GEMS). The selected system shall transmit financial transactions to the City's financial software preferably via existing web service (see GEMS Integration Technical Standards document); | _____ | _____ |
| w. | System shall provide for use of the existing nomenclature for permits – Permit prefix, year, month, permit number, example BP1907-0001; | _____ | _____ |
| x. | Ability to add multiple photos or videos from the field via a smart phone/tablet; | _____ | _____ |
| y. | Software should be able to provide time and cost tracking functionality; | _____ | _____ |

ADDITIONAL REQUIREMENTS FOR THE SOFTWARE

- | | | | |
|----|---|-------|-------|
| a. | User centric design allowing custom dashboards enabling each user to customize their screens and layouts with ability to save user configured settings; | _____ | _____ |
| b. | Vendor must provide unlimited custom reports as requested at no additional cost; | _____ | _____ |
| c. | System must provide the ability to configure, add new fields, and the ability to immediately run reports against the new fields created without requiring technical support or knowledge of SQL or Crystal Reports; | _____ | _____ |
| d. | System must provide a portal for citizen, contractor, applicant access, easily configured to meet permit requirements and allow customers to see real time status updates on inspections, plan/project reviews, and other related activities; | _____ | _____ |
| e. | System allows administrators to see real-time the status of each reviewer's progress and status; | _____ | _____ |
| f. | System allows citizens and contractors to apply for permits online; | _____ | _____ |
| g. | The system shall provide the ability to pay permit/project review/submittal fees at the time of initial submission of an application or as determined by staff; | _____ | _____ |
| h. | The system's payment portal shall be PCI Compliant, and the vendor must provide a listing of all existing credit card payment portal solutions. Integration with Invoice Cloud credit card payment solution is the City's preferred solution. PCI Compliance verification must be provided for chosen credit card payment solution; | _____ | _____ |
| i. | System allows for the creation of sub permits (e.g. building permit with a mechanical permit); | _____ | _____ |
| j. | System generates permits on paper and in PDF form; | _____ | _____ |
| k. | Software can easily email permits and inspections from the system; | _____ | _____ |
| l. | System shall provide different fee structures based on the permit type; | _____ | _____ |
| m. | Staff can edit, delete, or create new permit types or processes as needed without technical support from the vendor; | _____ | _____ |
| n. | Varying levels of access and the ability to assign and/or change user security level access freely within the system, without direct Vendor contact; | _____ | _____ |
| o. | System provides a centralized calendar for scheduling inspections; | _____ | _____ |
| p. | System allows inspections to be added, removed, or rescheduled as needed; | _____ | _____ |

- | | | | |
|----|--|-------|-------|
| q. | System allows a variety of file formats to be uploaded and attached to all modules for review/tracking/documentation (e.g. pdf, jpeg, docx, XLS, etc.); | _____ | _____ |
| r. | System allows multiple staff to be assigned to one complaint; | _____ | _____ |
| s. | System provides staff the ability to see a history of all previous complaints, permits, and inspections on a property; | _____ | _____ |
| t. | System tracks deadlines for follow up and organizes staff comments; | _____ | _____ |
| u. | System provides a link to the Tennessee Department of Commerce tracking appropriate certifications and licenses as required for the type of contractor; | _____ | _____ |
| v. | Ability to customize software interface. Including the ability to define terms, groups, designations and allocations as needed, without limitation. If the software is upgraded for any reason, all data and any customer specific customizations shall be maintained; | _____ | _____ |
| w. | Ability to store, maintain, edit, and populate forms and letters. Ability to modify stored forms and letters in-house, without direct contact to Vendor; | _____ | _____ |
| x. | Method for preventing duplicate permits/projects/codes violation cases, etc.; | _____ | _____ |
| y. | Reporting software shall export all fields into a CSV or XLS/XLSX file, preferably as a simple data file with one-row headers; | _____ | _____ |
| z. | System tracks deadlines for follow up and organizes staff comments; | _____ | _____ |

GEOGRAPHIC INFORMATION SYSTEM REQUIREMENTS

- | | | | |
|----|---|-------|-------|
| a. | Ability to integrate seamlessly via ArcGIS Server Map services, Version 10.6.1 or higher; | _____ | _____ |
| b. | System must accurately link locations to GIS database. System must be able to integrate GIS database records directly to images on a map via the City's ArcGIS Server map services, Version 10.6.1 or higher; | _____ | _____ |
| c. | Software integrates with GIS application for property verification and display via Rest services from ESRI. | _____ | _____ |
| d. | Software provides GIS access from any device without additional fees or licensing; | _____ | _____ |

LAMA Proposal for Brentwood, TN



Land Management Software

By: The Davenport Group USA, Ltd.

RFP for Permitting and Development Management Software

Due: September 9, 2019 @ 3:00 pm

Submitted by

Jerry P. Davenport, President
The Davenport Group USA
651 W. Terra Cotta Avenue, Suite 231
Crystal Lake, IL 60014

Phone: 815-356-8244
Email: jerry@davengis.net



1. Transmittal Letter



The Davenport Group USA, Ltd.
651 W. Terra Cotta Ave., Suite 231
Crystal Lake, IL 60014
August 19, 2019

Finance Department
Attn: Karen Harper
Brentwood City Hall
City of Brentwood
5211 Maryland Way, P.O. Box 788
Brentwood, TN 37027-0788

Dear Ms. Harper and Software Selection Committee:

Why LAMA Software? We have a very good idea of the kinds of proposals you will receive to this RFP. What we offer is very different. We offer considerably more quality services, from seasoned veterans, at a lower cost. Our process is highly structured – including detailed case packets and test plans, and not just a high-level implementation study. We offer our clients a state-of-the-art product that has been developed entirely by us and which is fully upgraded and maintained by us. Unlike many vendors, we do not acquire another company's software, integrate it as best we can into our processes, run it for a few years, then scrap it for a new popular product, which we will have you purchase at an "honorable" price. We are a full-service provider. We do not subcontract to other agents.

Comparing Services. Services are easy to compare. For example, let's look at onsite visits. We offer 11 days on site with two professionals – 22 professional days. You will be lucky to get 12 professional days with our competition. We develop case packets for all your case types. Some of our competition will save money by going straight to configuration from their implementation (configuration) study. We have professional testers and don't rely only on scripts. We will provide you with training materials that use your data, not model data that is like yours. Our extra efforts, which requires about a five to six-month turn-around, will make your product that much better.

About Us and LAMA Software. Our solution is a GIS-based, .NET-based, SQL Server backend solution with an integrated Web module for the public and a Mobile Tablet/Phone App for your inspectors. LAMA comes completely and professionally configured by us, the creators of the software, to fit your needs. We have an extensive background in local government, both as employees and contractors. Our LAMA clients include local governments in 27 states and Canada. Our clients include cities as large as Philadelphia and New Orleans, as well as a lengthy list of cities with 25,000 to 80,000 people. We offer LAMA in a client-hosted environment or in the cloud (SaaS). Our clients purchase a "Solution" and we deliver solutions that meet their requirements.

I am the authorized agent and contact on this proposal. My contact information is included below. I believe that the City of Brentwood would fit in well with our client base and would welcome an opportunity to further present our program to you. I think you will be amazed.

Sincerely yours,

Jerry P. Davenport, AICP, MRP, MA, JD
President
The Davenport Group USA, Ltd
651 W Terra Cotta Ave, Suite 231
Crystal Lake, Illinois 60014
815-356-8244
jerry@davengis.net

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3. Company Background

The Davenport Group has been in business in Crystal Lake, Illinois since 1996 – 23 years. In 2004 – 15 years ago -- we opened a second office in Colorado Springs. In 2015 we opened offices in Kansas City and the Seattle areas. Since 1996 we have completed substantial GIS and software development work for municipalities, counties, regional agencies and special districts throughout the United States.

Many of our clients were attracted to us because of our governmental experience. One of the principals of the firm served for 15 years as a planning and development director for three municipalities and a regional agency, and several more years as municipal attorney. Another principal has worked for many years in GIS and IT departments with a municipality, a county and an international firm. Other members of the firm have worked with software development companies, engineering firms, insurance agencies, and public works departments.

We are first and foremost a software application development firm with considerable experience in municipal government, and particularly in permitting, planning, development review, inspections, and code enforcement and infrastructure. Over the years we have expanded that knowledge to also include licensing and work orders. The LAMA program was developed entirely by our organization. We have our roots in custom software design for municipalities and can modify our critical elements to fit your existing workflow.

We are also a full GIS firm. We have been ESRI business partners since 1996. ESRI has honored us by recognizing us as business partners, value-added resellers and developers. Our flagship program, the LAMA 2008 program, also known as LAMA Server, is built on GIS. GIS is fully integrated into the application, not just an afterthought, or a link, or a way to view the data.

The LAMA Solution Framework leverages the latest technologies in software innovation. Our solution is comprised of a SQL Server database, an ASP.NET Web Application, Mobile Applications, REST and SOAP Web Services and APIs, and a desktop client for optimal user experience and performance. The solution integrates with major server technologies and applications, such as Microsoft Exchange, SharePoint, ArcGIS Server, and online cloud environments such as Microsoft Azure. The Davenport Group is both Microsoft and ESRI Business Partners. Our staff hold many prestigious programming and IT certifications from both Microsoft and Oracle.

Our firm prides itself on our friendly, “can-do” attitude and quality service. We will go “the extra thousand miles” to ensure that you are fully satisfied with your product, and that you feel you are using the best product available in the marketplace at any price.

We are a privately-owned company with a wide range of clients. We have municipalities in 25 states and two countries. All our LAMA clients are active. Every municipality that we have placed on the program is still on the program and is maintaining the same. This is our 15th year of offering the LAMA program. Prior to that, we offered custom programming in all the same business processes for eight years.

Our clients range from very large – the City of Philadelphia (1,500,000 +/- people), to large, City of New Orleans (500,000+/-), to medium sized, the City of Harrisonburg (58,000+/- with university) and City of Ankeny (Iowa) (50,000 +/-), to small, the City of New Lenox (Illinois), Village of Gurnee (Illinois), Town of West Whiteland (Pennsylvania) (all about 30,000 people), to very small, Town of Taos (New Mexico) (6,000). We also have a number of counties (Oldham County, Kentucky and Campbell County, WY). All our clients have two or more of our modules, with most having three or more. Over half of our clients have added modules after the completion of the original contract. Since 2009, our LAMA software is the only product that our company offers. We had a number of other products, but they have all been incorporated into the LAMA 2008 software.

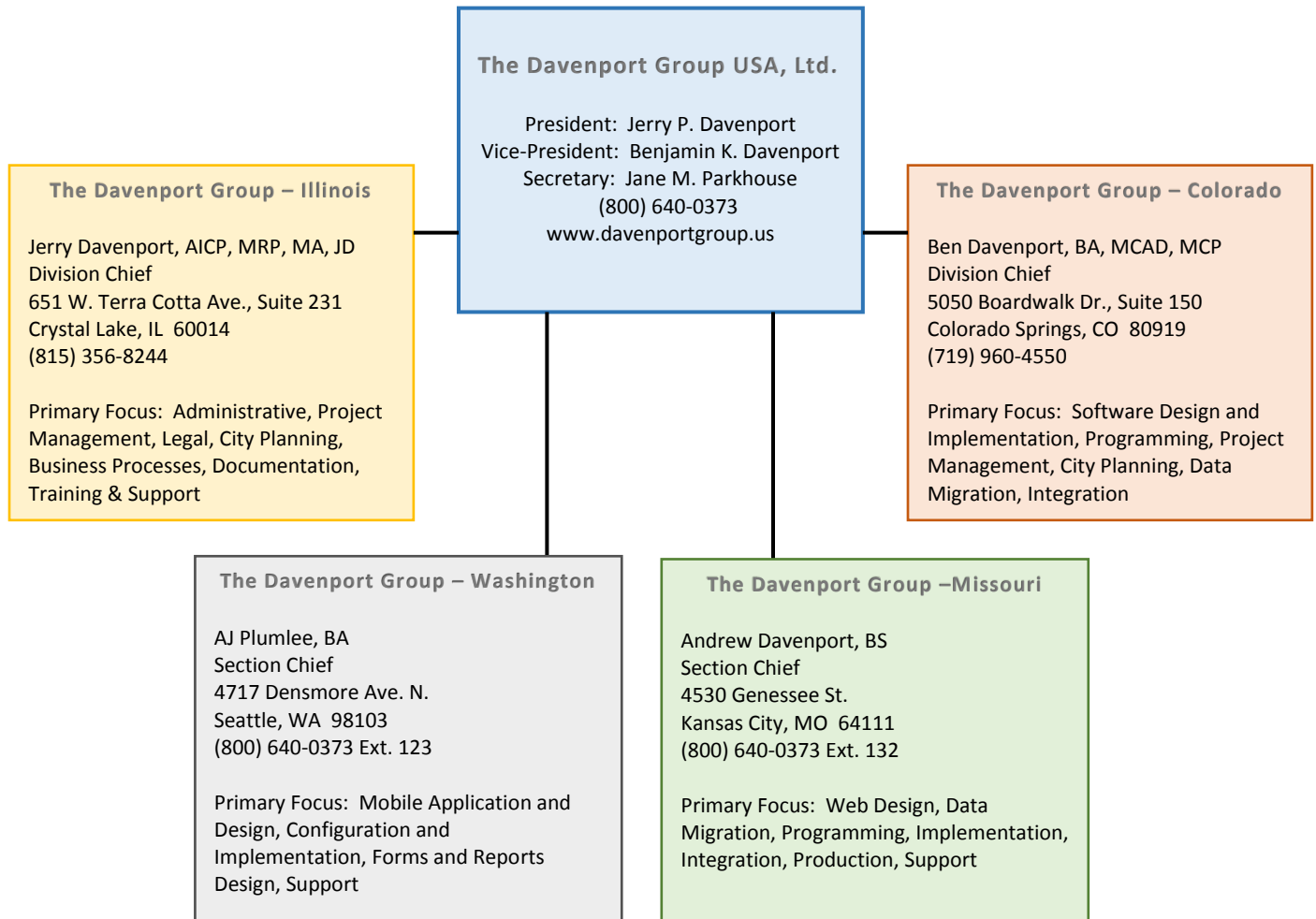
Legal Name of Company	The Davenport Group USA, Ltd.
Doing Business As	Corporation
Address	651 W. Terra Cotta Ave., Suite 231
City, State, Zip Code	Crystal Lake, IL 60014
Number of Years in Business	23 years, since 1996
Number of Locations	4
Contract Person	Jerry P. Davenport
Title	President
Phone Number	815-356-8244; 800-640-0373 Ext. 111
Mobile Phone Number	815-245-7686
Email Address	jerry@davengis.net
Website	davengis.net

A. Other Products and Services

Over 95% of our total revenue as a firm is directly related to our Land Management software. Our LAMA software includes a Community Development Suite and a Public Works Suite. The former includes Windows modules in Permitting, Planning, Code Enforcement, Licensing, Historic Preservation and Buildings and Redevelopment; the later includes Asset Inventory, Infrastructure, Work Orders, and Time Management. Inspections and Development Review, Cashiering, Addressing, Searching/Querying, and Reporting are included as part of our Core Components. The entire system is GIS-based. In addition, to the above modules, which can be obtained individually as well as per Suite, we offer a Public Web CRM where citizens can apply for permits and licenses on-line, upload documents, interact with staff, check the status of applications, schedule inspections, pay fees and print documents. We also offer a Mobile Tablet and Phone App (iPhone or Android) which allows inspectors to route inspections and complete them in the field. The App interfaces fully with our Windows modules enabling inspectors to view details concerning a permit, including documents and review comments in the file. Our other products and services include GIS services to municipalities and technical advice on permitting, planning and code enforcement, including expert testimony

B. Organizational Chart

Organizational Chart The Davenport Group USA, Ltd.



4. Team Description

The Davenport Group is committed to delivering state-of-the-art, highly configured off-the-shelf, GIS-based software for local governments in the United States and Canada. To achieve that goal, we hire and train professionals with strong backgrounds in IT, programming, city/regional planning and permitting. You're not just buying software, but a relationship with a company who is both nimble and responsive to your municipal needs.

We work in a collaborative team-based environment with a positive, "can-do" attitude. Our team consists of many highly experienced, well educated professionals, with diverse backgrounds and experiences, including

- several former city and county planners, city board members, plan commission members;
- persons who have supervised and worked as building inspectors and code enforcement officers;
- many top-notch programmers with both a broad computer software background, and expertise in Windows, Web and Mobile Phone application;
- many GIS professionals who have experience building and maintaining software for local governments;
- many configuration specialists;
- several project managers;
- many database conversion specialists; and
- several documentation specialists.

Project Team. Jerry Davenport will be assigned as your project manager. Your project will be mapped by milestones, of which is provided in this proposal. Short resumes are below. More detailed resumes as included in this section.

Jerry P. Davenport, AICP, MRP, MA, JD. Jerry is the President of the firm. He has a strong background in business processes. He holds a master's degree in City and Regional Planning (Natural Resources Planning) and a law degree from the University of North Carolina at Chapel Hill. He has worked as a planning and development director for 15 years in three municipalities in North Carolina and Virginia, and a regional agency in Pennsylvania. He has also served as a municipal attorney in North Carolina. Jerry served as a former administrator of the CAMA permit program for the N. C. Department of Natural Resources and as an Administrative Law Judge. He holds certifications in Stormwater Management and Transportation Planning. Jerry has been the project manager for close to a hundred projects with local governments from 1979 -1983 and 1994 to present. He has supervised the development of GIS systems and LAMA deployments for over sixty municipalities in the United States. Jerry's articles on GIS have appeared in Planning Magazine and InfoTech (Publication of ICMA). He has been a frequent speaker at the Illinois GIS Conference and GMIS Conference. Jerry's colorful past includes having studied as an undergraduate at the University of Exeter in England.

Ben K. Davenport, MCAD, MCSD, MCP, BS. Ben oversees all programming and software development. He is a solutions architect and our Software Division Chief. He has a BA in mathematics and geography from the University of North Carolina at Chapel Hill. Ben holds many Microsoft certifications, including MCAD, MCP, and MCSD. He has worked in IT with several local governments in the western United States, including at Lake Havasu City in Arizona and El Paso County in Colorado. He headed up software design projects for InfoTech in Washington, DC before joining the Davenport Group (USA) in 2004. Recognized by his peers as one of the top programmers in the United States, he has more than 15 years' experience in designing software. He has served as the lead developer of our LAMA program and will serve as lead in developing any new features or customizations to the LAMA program to address our client's needs. He has overseen the configuration, customization and deployment of every project our firm has worked on. He will oversee all technical aspects related to the implementation process. Ben's colorful past includes several years working as a project manager over programming teams in India.

Adelynn Khoo, BA. Adelynn received her B.A. from Colorado College where she majored in Mathematical Economics and minored in Computer Science. She discovered her passion for programming in college and studied Object-Oriented Design, Agile programming, and Test-Driven Development. She has a background in C, C#, Python, Java, and several other programming languages. She is also a Master of Human languages and speaks fluent Mandarin, Cantonese, intermediate French, and is working on learning her fifth language. Since joining the Davenport Group in 2017 as a member of our programming team, Adelynn has worked on researching, designing, and deploying software updates for the company. She also works to tailor reports for several of our clients. Before joining the Davenport Group, Adelynn designed websites, prepared and executed marketing schemes, and provided customer support for several small businesses in the Tucson area she called home for the majority of her life.

Jane M. Parkhouse, AS. Jane has an AS from McHenry County College. She has worked as an administrator with engineering, insurance and licensing firms and as a development coordinator. She heads our Training and Support teams. She is the primary author of our 300+ page Training Manual and has created over a hundred videos on how to undertake various tasks in LAMA. Jane maintains many of our client's GIS systems, updating parcels, water, sewer, stormwater and streets, and doing data conversion. She has worked with our firm in GIS, testing, training and support for 15 years. She has completed coursework with ESRI. She has served as an assistant project manager for her entire time with our firm, and during the last three years has emerged as a project manager. Her projects include extremely well-received LAMA implementations for the Village of Carol Stream (Illinois) and the City of Harrisonburg (Virginia). Jane worked for many years in the Publishing industry as an editor.

Andrew S. Davenport, BS. Drew has a BS in Information Systems with a minor in Computer Science from Missouri University of Science and Technology (formerly University of Missouri at Rolla). He is a C#, C+, JavaScript programmer with considerable expertise in SQL. He has worked in IT and programming for Aon and Hewitt in the Chicago area. Drew is currently overseeing the deployment of LAMA updates and working on customizing our Public Web module for several clients, including the Village of Gurnee, the City of Harrisonburg and the City of Batavia. He recently completed a well-received redesign of the City of Philadelphia Land Bank and Philadelphia Redevelopment Authority's

web site for handling expressions of interest and processing of redevelopment projects. He will take the lead in customizing and deploying the Web application. As part of our technical team, he has taken the lead in modifying our existing LAMA program, has handled his fair share of support calls, and has reconfigured many of our client's systems. He has worked with our firm for six years.

Andrew J Plumlee, BA. AJ is an important part of our development team. AJ has a BA in Political Science with an emphasis on Local Governments from Gonzaga University. He has completed coursework in programming at the University of Colorado at Colorado Springs. AJ is a Java, C#, and Ruby programmer. He has served as the lead in developing our Mobile Tablet/Phone Apps. He formerly was employed by a software design firm, Susco Solutions, in New Orleans. He is a capable onsite support specialist and handled onsite services, including configuration, customization, training and support, on the City of New Orleans project. AJ studied interned as a programmer under Ben Davenport. As part of our technical team, he has taken the lead in modifying our existing LAMA program, has handled his fair share of support calls, and has reconfigured many of our client's systems. He is known for his skills in designing reports in SQL. He has worked with our firm for seven years.

Fred Mutter, BS. Fred has a BS in Microbiology and a background in Engineering. Fred has worked as a project manager and as technical staff for our firm and other major firms. Fred's project management experience includes a half dozen years assisting as a project manager with our firm before managing many of his own projects in the last three years. Fred was the project manager for the Campbell County, Oldham County, Cumberland County, City of Cedar Falls projects. He is currently managing our City of Salina project. Fred is very versatile – in addition to working as a project manager, he has configured our program for a number of clients, has participated in testing, has served on our training teams and has handled advanced technical support issues. Fred leads our support team. He has been with our firm for over 11 years. Fred is working on his project manager certification. Fred has a rather colorful past, having worked as a teacher in China and Japan.

Molly Booth, AICP, MUP, BA. Molly is a seasoned city planner with more than 10 years municipal experience with local governments. She has a master's degree in city planning from the University of Wisconsin. Molly has a broad background in Community Development taking in permitting, code enforcement, and planning. She has worked in Wisconsin and Illinois. Molly served as a senior planner for the Village of Gurnee for ten years – and served as a LAMA Administrator for five of them. Molly has completed case packets, configuration and test plans for our firm. She has served as a project manager on several of our projects, including Riley County, Kansas (2018) and City of Columbia, Tennessee (2019).

Dave Batson, AS. Dave has an incredible background in local government that includes 24 years as Village Trustee in Illinois, which overlapped with an even longer period as a supervisor with manufacturing firms, and another 15 years as a GIS and IT professional with the Village of New Lenox. Dave has a strong programming background which includes experience in Basic, Fortran, C+, C#, Visual Basic and SQL. In addition to programming, Dave has completed case packets, configuration and test plans for our firm. Dave is our go-to person for Code Enforcement.

More detailed resumes available upon request.

C. Assigned Roles and Responsibilities

Davenport provides an unprecedented high level of services on every one of its LAMA contracts. We generally run two implementation teams. The Project Manager is involved in almost aspect of the project. Davenport proposes to use the following team to handle the City's software implementation.

Role	Person/Position	Role Description
Project Manager	Jerry Davenport, AICP, MRP, MA, JD	Supervisor of team; responsible for QC and time management; interacts with City Project Manager
Configuration Team – Document Collection and Assemblage	Jane M Parkhouse, AS Jerry P Davenport, AICP, MRP, JD	Identifies and collect key documents
Configuration Team – Case Packet Review Team	Molly Booth, AICP, MUP, BA Jerry P Davenport, AICP, MRP, JD	Addresses workflow; details Addresses forms and reports Addresses IT, programming, etc.
Configuration Team – Document Production and Process Analysis	Jerry P Davenport, AICP, MRP, JD Molly Booth, AICP, MUP, BA Jane M Parkhouse, AS	Addresses workflow; details Addresses forms and reports Addresses IT, programming, etc.
Case Packets – Permitting, Planning, Code Enforcement	Jerry P. Davenport, AICP, MRP, JD, Molly Booth, AICP, MUP, BA Dave Batson, AS (Code Enforcement)	Prepare Case Packets. Addresses all aspects in the case, setting out the fields that need to be populated in the database, the data types, dropdown lists, default values and dependencies, etc.
Configuration – Permitting; Planning and Code Enforcement; Public Web	Benjamin K Davenport, MCAD, MCSD, BA Jerry P. Davenport, AICP, MRP, JD, Molly Booth, AICP, MUP, BA Dave Batson, AS (Code Enforcement)	Configures Permitting and Licensing Configures Planning & Code Configures Public Web
Configuration Review and Testing	Jane Parkhouse, AS	Test Configuration
GIS Data Migration	Benjamin K Davenport, MCAD, MCSD, BA	Migrates GIS and Assessor's Data; sets up Mapping
Test Plan Design	Jerry P Davenport, AICP, MRP, JD Molly Booth, AICP, MUP, BA Dave Batson, AS	Design Test Cases for all modules Reviews Test Case Design
Test Plan Review (pre-work Session)	Molly Booth, AICP, MUP, BA Jerry P Davenport, AICP, MRP, JD	Implement Test Cases Implement Test Cases
Forms and Reports Designed	Jane M Parkhouse, AS	Design Forms and Reports

Role	Person/Position	Role Description
Forms and Reports Review and Testing	Jane M Parkhouse, AS	Tests Forms and Reports
Data Migration	Benjamin K Davenport, MCAD, MCSD, BA Drew Davenport, BS	Writes Program to Migrate Data and Implements Same
Data Migration Testing	Fred Mutter, BS or Jane M Parkhouse, AS	Tests Data Migration
Work Sessions on Test Plans	Molly Booth, AICP, MUP, BA Drew Davenport, BS or Jerry P Davenport, AICP, MRP, JD	Implement Test Cases in UAT
Reconfiguration	Benjamin K Davenport, MCAD, MCSD, BA Jerry P Davenport, AICP, MRP, JD Drew Davenport, BS	Revise Configuration Per Test Cases
Reconfiguration Testing	Fred Mutter, BS or Jane M Parkhouse, AS	Test Configuration Rerunning Test Cases
Public Web	Drew Davenport, BS	Implements Public Web
Mobility	Andrew J Plumlee, BA	Lead Developer, Tester and Training on Mobile Units
Final Training	Molly Booth, AICP, MUP, BA Drew Davenport, BS	Lead Trainer Assist in Training
Reconfiguration	Jerry P Davenport, AICP, MRP, JD Drew Davenport, BS	Revise Configuration Per Test Cases (depending on case type)
Go-Live On-site Assistance	Drew Davenport, BS	Provide On-site Assistance at Go-Live

5. References

The Davenport Group USA has municipal clients in 27 states and Canada. Three-fourths have at least three modules, which typically include Permitting and Inspections, Code Enforcement and Adjudication, and Planning, Projects and Development Review. Many have our Public Web and Mobility for inspectors in the field. We have two large clients, the City of Philadelphia RDA and the City of New Orleans, several middle-sized clients, Medina County and the City of Ankeny, and a long list of smaller clients, the smallest ones being the City of West Plains, Missouri and Campbell County, Wyoming. We just completed a project in Columbia, Tennessee – Go-Live was April 2019.

The references set out below are those that are similar in complexity to the City of Brentwood, Tennessee.

Project Reference Information

Village of Carol Stream, IL

CUSTOMER NAME
Village of Carol Stream
500 N. Gary Ave.
Carol Stream, IL 60188

CONTACT INFORMATION
Roberta Vogel, ICC Certified Permit Technician
LAMA Systems Administrator
rvogel@carolstream.org
630-871-6238

CUSTOMER PROFILE
Users: 20
Population: 42,000 +/-
Parcels: 23,300

PROJECT TIMELINE
Original Contract Date: December 29, 2015
Go-Live Date: August 2016

PRODUCTS PROVIDED
LAMA Solution -- Core Components along with Address and Parcel Management, GIS, Contacts, Permitting and Inspections, Planning, Projects and Development Review, Code Enforcement, Android Tablet/Phone Application, Exchange Server Integration, Laserfiche Integration.

PROJECT DESCRIPTION
Place the City on our LAMA system. The project included custom adaptations to our existing LAMA framework, extensive GIS migration, data migration from permitting, inspections and licensing.

REASON FOR INCLUDING
This project illustrates a very structured implementation process which included a configuration study, case packets for all case types, test plans, training and onsite go-live support. Carol Stream is for the most part built-out but experiencing redevelopment. It has a very strong commercial and industrial base. Carol Stream has a very complex fee structure wherein each case type has a bundle of type services that affect the fee. Carol Stream has all our key modules and mobility. The most outstanding aspect of this program is how well the two project managers, Ms. Roberta Vogel with the Village and Jane Parkhouse with our staff, coordinated on making this project a success.

FUTURE PLANS
Carol Stream has future plans to add the Public Web in the near future. It also has plans to add more users.

Project Reference Information

City of Salina, KS

CUSTOMER NAME	City of Salina 300 W. Ash, Room 205 Salina, KS 67402-0736
CONTACT INFORMATION	Mr. Michael Schrage, City Manager mike.schrage@salina.org 785-309-5720 Ms. Sue Cline, Administrative Supervisor sue.cline@salina.org 785-309-5717
CUSTOMER PROFILE	Users: 50 LAMA Service Area Population: 55,000 Parcels: 26,085
PROJECT DURATION	Contract Date: June 2017 Go-Live Date: May 2018
PRODUCTS PROVIDED	LAMA Solution -- Address and Parcel Management, GIS, Occupancy, Permitting, Licensing, Code Enforcement, Planning, Projects & Development Review, Mobility, Electronic Plan Review Markup, Exchange Integration and Public Web CRM. This is a traditional cloud-hosted solution.
PROJECT DESCRIPTION	Place the City on our LAMA system. The project included migration from GovPartner; redesign of some business practices related to the planning process to enable it to flow smoother, incorporation of document review tracking on a per document basis, personalization of the public web portal; initiated creation of violations on incidents in the field using the LAMA Android app.
REASON FOR INCLUDING	It shows LAMA's flexibility in its capabilities to handle unique workflows to process 80 different license case types. Salina's customer-oriented approach is complimented by the Web Module. The Davenport Group facilitated numerous innovative configurations to allow a more streamlined process for their desktop users.

Project Reference Information

City of Columbia, TN

CUSTOMER NAME
City of Columbia
700 N. Garden St.
Columbia, TN 38401

CONTACT INFORMATION
Paul Keltner
Development Services Director
paul@columbiatn.com
931-560-1560

CUSTOMER PROFILE
Users: 27
Population: 39,000 +
Parcels: 43,352

PROJECT TIMELINE
Original Contract Date: October 7, 2018
Go-Live Date: April 15, 2019

PRODUCTS PROVIDED
LAMA Solution – Core Components along with Address and Parcel Management, GIS, Contacts, Permitting and Inspections, Planning, Projects and Development Review, Code Enforcement, Android Tablet/Phone Application, Plan Review Markup, Public Web Portal.

PROJECT DESCRIPTION
Place the City on our LAMA system. The City of Columbia is a cloud-based system (SaaS). This is a recent example of a typical implementation and installation of our software. Their primary focus was flexible software, online functionality for applications, payments, scheduling.

REASON FOR INCLUDING
Columbia is a satellite community of Nashville. It is a moderate high-growth city with many of the processes that typify the modern growth community, with complex planning and permitting workflows. Columbia has experienced continued solid growth over the past century. Having just gone through the entire process of implementing our LAMA software, we thought this would be a good reference. The most amazing thing about this project was that it was a very typical, uneventful, LAMA installation. We had next to no follow-up after go-live.

Project Reference Information

City of Harrisonburg, VA

CUSTOMER NAME	City of Harrisonburg 409 S Main St Harrisonburg, VA 22801
CONTACT INFORMATION	Ms. Pam Lohr (LAMA Administrative) Pam.Lohr@harrisonburgva.gov 540-432-7700 Mr. Adam Fletcher, Director of Planning Community Development adam.fletcher@harrisonburgva.gov
CUSTOMER PROFILE	Users: 45 LAMA Service Area 120,000 (Includes ETJ) Parcels: 130,000
PROJECT DURATION	Contract Signing: April 20, 2017 Work Begun: May 2, 2017 Final Training: October 9, 2017 Go Live: October 30, 2017
PRODUCTS PROVIDED	LAMA Solution -- Address and Parcel Management, GIS, Contacts, Permitting and Code Enforcement, Licensing, Inspections, Public Web, Mobile app, Web Services API.
PROJECT DESCRIPTION	Place the City on our LAMA system. The project included migration from SunGard; extensive redesign of business processes related to permitting, including integrating pre-development checklist and processes into the development process; incorporating the new processes into the public web portal; enriched data collection on case types; enhanced case packet review; table-based fees; etc. We added the entire Virginia Maintenance Code into our code enforcement module.
REASON FOR INCLUDING	Harrisonburg was completed October 2017. Since the project is very fresh, the City will have a solid understanding of everything involved in the process. We worked with the City to redesign their permitting workflow, making it more efficient and friendly from both the citizen's and staff's point of view. The project demonstrates our ability to not just implement an existing system but to evaluate that system and to put together solid new ideas for handling fairly complex processes. The project also shows our willingness to add items outside the contract scope at no additional cost to the client. Lastly, even though we had considerably more time spent on case packet review with the City staff, we were able to keep this project on-time.
FUTURE PLANS	Harrisonburg plans to add the Planning and Project module in the near future. It also has plans to add more users.

6. Project Summary

The Davenport Group's LAMA (Land Management) software provides a comprehensive land management solution. Our GIS-based solution handles practically all local government functions with an intuitive user interface and easy-to-use reporting, tracking, and time management functions. For the City of Brentwood's needs we recommend our LAMA Community Development Suite, which includes Core Components and the following modules: Permitting, Planning and Projects, Code Enforcement, Licensing and our Public Web CRM. Inspections are fully integrated throughout the program -- each type inspection draws from its own checklists, codes (IMPC, IRC, etc.) and fact patterns. We understand the City's preference is a Hosted Software (SaaS) solution.

In this proposal we also included several program integrations and data migrations, which we breakout in the pricing worksheet, along with our mobile/tablet application. We have migrated data from TrakIT in the past. LAMA comes with a document management element which organizes all documents in file folders associated to the permit, planning case type, etc. We are a full-service, customer-oriented company which will ensure satisfaction in meeting your project goals.

Core Components is the basis for the program and is shared and integrates with all modules. Elements include GIS interactive mapping, addressing and parcel management, cashiering, contacts (addressing and parcel contact information), scheduling, communication log, notifications, charts, reports, and much more. You will love that all forms and reports are created in Microsoft's Word and Excel. And above all, our program is user-friendly.

Our Permitting module addresses Zoning Compliance Certificates, Building Permits (including Electrical, Plumbing, and Mechanical), Sign Permits, Right-of-Way Permits, Driveway Permits, Health Department related permits, and just about any type permit that can be found in Planning, Engineering and Public Works departments. Users can add, change, or delete permit types from the built-in administrative interfaces. Users can fully configure checklists attached to events in the process, participate in interdepartmental reviews, and associate an inspection profile with any case type. Case types take into consideration the type permit and land use. The module includes many checklists adapted from international codes.

Our Planning, Projects and Development Review module will handle your Zoning Map and Text Amendments, Conditional Use Permits, Preliminary and Final Subdivision Plats, Planned Development, and Variances. It also handles the City's own Capital Improvement and Engineering Projects, and the like. Each project has its own profile -- who reviews it, types of actions, and timeframe. The user groups and auto-generated notifications associated with each project facilitate cross-departmental coordination and a highly efficient workflow.

The Licensing module addresses address-based licenses, such as contractor and health department related licenses and registrations, fire prevention inspections, special events, as well as non-address based licensing, such as for contractors, animals and equipment. Licenses can be easily renewed with one or two clicks of the mouse. Licensing can interface with databases maintained by the State. LAMA

will generate a flag when a permit attempts to use a contractor that is not licensed or insured, or whose license or insurance has expired. We have several university/college municipalities that use our licensing module to manage their rental housing programs.

Our Code Enforcement module handles both citizen complaints as well as those started by a code enforcement officer. The module is designed to eliminate typing in the field. Users can undertake inspections by checking boxes indicating location and pull up code references and typical fact patterns by clicking on items in a tree. Users can bring up workflows associated with various actions. The module includes a full set of citations from the International Property Maintenance Code and your local municipal code. The module includes an Adjudication element and Property Management Inspections element which can be used for Rental Housing and Health Department permits.

Our public web module allows citizens to apply for permits, complete details, upload documents, request inspections, track permit status and pay fees, etc. The public can view data in LAMA, start and complete applications, upload documents, track the status of a plan or project review, place items in a shopping cart, pay fees on-line, report a problem, and request an inspection. In addition, municipal staff can complete inspections in the field, staff from other agencies can upload documents and submit development review comments and change statuses. (The ability to make payments on-line requires a payment gateway.) Users can print forms and reports.

LAMA's Mobile Tablet/Phone App allows inspectors to route their inspections for the day, find nearby permits, interface with permits, code incidents and licenses on the server, undertake inspections, including adding correction items, upload pictures and documents, view documents in LAMA on the server, schedule new inspections, etc. Nearly all information on LAMA's server is accessible through the phone application and the public web.

Bluebeam Revu is integrated with LAMA to provide users with the ability to **mark-up, edit and add comments to plans and drawings**. LAMA includes a first-class Plan and Development Review element that is included in Permitting and Planning at no additional cost. The costs associated with Bluebeam mark-up are included in the Cost Proposal.

Optional Module for Work Orders. Our robust work order system keeps projects organized better than ever before. This user-friendly module's mobile functions make it easy for staff to keep work orders updated while in the field, documenting tasks, completed actions, materials used, labor, and more. Track inventory and cost projects by an assembly-based model. See option in Cost Proposal in yellow highlights.

Our software solution provides a GIS-based comprehensive land management package encompassing functionality for all the City's departmental needs. In addition, the same software used in the office can switch to Mobile Mode and be taken in the field for mobile data entry on tablets or laptops. On the other hand, we have a terrific mobile tablet/phone app that most of our clients use. Our solution also has a web-services layer, allowing "live editing" of data anywhere an internet connection is available, whether in the field or at offsite locations.

Other amenities of LAMA Server include:

- Exhaustive search function, allowing the user to search by any parameter, including ones created by them
- Multi-layer security, enabling administrator-defined user groups to access documents and participate in review processes as appropriate
- Custom form and report design
- Tracking of time spent by developers and the City on each project
- Project-specific document libraries
- Ability to track contractors' licenses and view every project a contractor has ever worked on
- Ability to link to external business partners such as State Department of Public Safety or data from County Assessor, as needed
- Cashiering element enabling fee calculation, reporting and updating
- Integrated credit card processing and online payments through public web CRM
- Ability to interface with other programs, such as accounting software, document management software, etc.

Interfacing with existing programs and handling data migration and conversion are two of our key strengths. We are capable of handling virtually every existing database format, including Access, dBase, DB2, SQL, Informix, and Oracle. We perform our digital data migration by writing a stand-alone application that maps data from the external program to our program. We can run our migration program at any time in the process. Future updating of Addresses, Parcels, Ownership, Tenancy, and other GIS information all will be automated through our software, allowing the City to update these directly from outside sources whenever new data is received.

Our software's superb reporting capabilities will significantly improve the City's efficiency in meeting annual and monthly reporting needs. LAMA Server has a flexible, user-friendly reporting function that allows both standard and custom reports. Reports also can be programmed to auto-generate on a daily, weekly, monthly and annual basis as needed.

In many respects LAMA offers many of the features found in other GIS-based solutions directed at addressing the needs of Permitting, Code Enforcement, Planning, and Public Works functions in local government. **However, LAMA sets itself apart from other programs in several ways:**

- The raw speed with which LAMA can search GIS layers on addresses or parcels, enter and modify information in individual records, etc.

- The extent of its integration with GIS: impact fees can be calculated from values in GIS layers; different standards of review can be applied based on proximity to streams, wetlands and other natural resource constraints; inspections can be assigned to inspectors based on service territories, etc.
- The “event driven” structure of the Planning and Permitting modules. Our event scheduler will map a critical path for review. That path can be modified by the user when workflows change. It can be automatically recalculated when applicants fail to deliver resubmissions on time. LAMA will calculate time in the hands of the City versus the developer.
- The robustness of its Notifications and Messaging elements. Nearly 100 events can be programmed by the user to create Notifications.
- The capabilities of our Development Review process.
- The extent to which we have avoided significant data entry while in mobile mode through preloaded fact patterns and code provisions that can be used and modified in Code Enforcement and Permitting.
- Our ability to address ancillary programs, such as a Rental Housing (Carbondale), Adjudication (Gurnee), Redevelopment (Philadelphia), Condemnation (New Orleans).
- The integration of Microsoft Outlook calendar with LAMA’s calendar (option).
- The extent to which the program can be configured by the user. LAMA is unique in the degree to which the user can modify the program to address changes in the workflow, the addition of new case types, etc.
- The openness of its architecture.
- Its “modernity.” LAMA is GIS-based, .NET-based, with SQL Server databases.

The Davenport Group sets itself above the pack in several ways:

- Our commitment to service. Calls for service can be routed by the client to our Help Desk or our Technical Staff. All calls are addressed immediately.
- The extent to which we have modified our program to address the needs of our clients. Our clients have told us the kinds of new features they want (e.g., a drill-down that will pop-up a tree with every permit, incident, plan, document, and piece of data related to a parcel in the system), and we have delivered new program elements (housing inspection forms) and revised designs (work orders) in amazingly short times.
- Our maintenance program which includes product upgrades, free phone support, monthly web demos on new functionality and special topics, report design and one-day on-site training per year.
- Our qualifications: Microsoft business partner and developer; ESRI business partner and developer (23 years); extensive experience and knowledge in local government planning, permitting, code enforcement, and computer services.
- The solidity and stability of our program.

7. Implementation

The LAMA software is what is described in the industry as a robust, highly configurable software application. That means that the software is flexibly designed to handle (map and implement) your existing processes, no matter how complex. On the other hand, the flexibility of our design puts a heavy emphasis on our implementation services. These services encompass defining requirements, configuration, customizations, process reengineering (if desired), test plan formulation and execution, training, support, and many onsite visits throughout the project.

A key point is that our software can adapt seamlessly to your existing processes. However, many of our clients have the opportunity to optimize and reconfigure workflows and think about the “why” in their current processes. Given our extensive background in local government, and especially our knowledge of permitting and planning in local government, we feel that we offer our clients some unique capabilities in restructuring workflows. The adaptability of the software to your processes is the reason our projects are very services oriented.

While the client has the capability to configure all aspects of the solution, optimum adaptability and performance are best achieved when set up by professionals with an intimate knowledge of both the software and your processes. As such, Davenport has realized that the key to a successful implementation is the amount of services rendered by us in the process. No other firm offers the amount of services or quality that we provide.

In order to make it easier for you to understand, we have organized those services by the timeline for when the services are rendered.

A. High Level Configuration Study

This study encompasses several tasks. It starts following contract signing with our implementation team collecting various pieces of information from your potential users. These include workflow diagrams, permit forms, inspection forms, ordinances, letters, notices, etc.

About two weeks after collecting input materials, several members of our team will put together a configuration study for your review. The configuration study attempts to map out generally how we will structure and set up the LAMA software to meet your peculiar needs. We will provide you a copy of the report and encourage you to comment. This study examines key facets of a particular case type, permit type, etc., including workflows, reviewers, fee calculations, required inspections, and data points captures. The components of this study are used in creating the Case Packets. The Case Packets expand in detail on the more generalized Configuration Study.

As part of the configuration study, our design team will examine each of the forms and reports to be generated from within the software. Our team will review the forms and reports to determine to what extent our standard forms can address the details needed and whether any forms and reports need to

be custom. We will also use these to identify pieces of information that need to be added to the databases.

After we have completed the Configuration Study, our team may set up one or more web demos and discuss the study with your stakeholders.

B. GIS Data Migration and Assessor's Database Integration

This task involves obtaining the GIS database and analyzing it to determine how best to set it up in LAMA, and analyzing the Assessor's database to determine how best to integrate it. The process is complete when the data is migrated by our technical staff into LAMA and your own LAMA project file is populated with map layers.

C. Case Packets

This task continues the work done in the Configuration Study. The task involves the preparation of a detailed set of information necessary for our team to fully configure LAMA. It involves setting up each permit, license, planning and code enforcement case type (typically as many as 20 or 30 types per planning and permitting module), each with their own process of key events, with documents being submitted and prepared by the City with each event, with checklists associated with these events, with details necessary to keep track of information for forms and reports, with document structure, with reviews and typical comments, with fees, inspections, etc. LAMA is unique in that all case types are land use sensitive. We do not mix the land use with the case type. A case type for a deck permit can be different for an office use than a single family residential one.

We usually roll the Case Packets out in groups, typically 25% in the first submission which we will review with you via the web and the remaining 75% in the second submission, which we will review with you onsite. We expect you to review the Case Packets and sign off on them within one week.

D. In-the-Cloud Installation (if Appropriate)

We will install the LAMA program in-the-cloud with your GIS layers set up appropriately for our configuration. The installation, which typically occurs two months from contract signing, is the beginning of your annual maintenance.

E. Configuration

We use the Case Packets as the basis for configuring the LAMA software. In addition to setting up the modules, the configuration includes setting up user permissions and capabilities, and other aspects of the Core Components.

F. Data Migration

Prior to executing the Test Plans, Davenport will write a program to migrate historical data sources into the system. The migration itself is done after the Test Plans are created for system stability, but before Test Plan Review, so the client can interact with familiar data in the system. We will share the data migration program with you so you can see how we have mapped your conversion. By writing a program, we have the opportunity to rerun the program at any time, and we often do to pick up pieces of information that was missed or mapped incorrectly. We have even rerun the program, in parts, in several points in the process, including at final training and go-live.

G. Davenport Test Plan and Execution

This task involves the formulation of Test Plans for many of the case types in the system. Based on the configuration study, the test plans attempt to prove the system implements the requirements. Davenport executes the Test Plans internally, making any necessary corrections, before submitting to the client.

H. Form Design

This task involves the design of the client's custom forms and identifying any modifications to standard reports to handle the peculiarities of the client's processes. Davenport will test most forms prior to Test Plan Review.

I. Client Server Installation (if Appropriate)

We will install the LAMA program on the client server with your GIS layers set up appropriately and the program tentatively configured. The installation, which typically occurs three to four months from contract signing, is the beginning of your annual maintenance.

J. Client Test Plan Review

This task begins with onsite visits from the Davenport Implementation and Training team. The purpose of this stage is for the client to complete the Test Plans drafted by Davenport. Individuals from Davenport's team will work with a small group of selected individuals from the City staff who will be responsible for the tasks described in a particular Test Plan. A majority of the Test Plans will be completed onsite with Davenport staff. Following the work sessions on executing the Test Plans, the City's Team may develop additional Test Plans and execute those. The City will share Test Plans and any problems that are discovered with Davenport. Davenport will make such changes to the program, configuration, integration, data migration, and forms, as necessary, to address problems. If necessary, Test Plans will be executed again, and when satisfactorily completed, the individual member of the team

who is responsible for that Test Plan will sign off on the same indicating it has been satisfactorily completed.

K. Report Configuration

This task involves the design of the client's custom reports and any modifications to standard reports to handle the peculiarities of the client's processes. Because Reports are highly dependent on the configuration, Davenport often will design these towards the end of the process. The City will test these during the two-weeks between Final Training and Go-Live.

L. Final Training

This task is initiated with the development of a Training Plan. Training includes Davenport Project Management and Training teams coming on-site and providing three to seven days of training in the use of the software program to the City's users. Final Training is a mix of training on the modules and role-based training. Training is conducted in a seminar/work session setting with eight (8) to twelve (12) users in each class, supplemented with selected one-on-one sessions with key users. Modules are usually presented in two sessions, the first session emphasizing demonstrations with users then replicating the demonstration. The second session is built around hypotheticals for the users to work through. Role based sessions are often lecture and demonstration. They often have twice the number of users per class.

M. Go-Live

Davenport staff will be onsite for two to four days to ensure that the program is functioning properly and that the users are not having any problem using the program during the Go-Live period.

N. Post Go-Live Conference

Following Final Training and Go-Live, Davenport will address any configuration issues or bugs that might occur. At the same time we will discuss with your key staff what is working well and what is not. We will look specifically at why certain processes are working well and determine how concepts of those processes can be applied to things that are not working well. Working together, we will formulate a path to resolving any remaining issues with the software configuration.

O. On-Going Services

Our firm provides many types of on-going services. These include User Support via the phone and email, and for our local clients, onsite. We offer Web Seminars on particular issues as they arise and on new functionality. We take requests from our clients for new functionality. Our staff reviews these requests

and determines which ones to incorporate in the next or subsequent release(s). We offer post Go-Live training, if needed or requested. We provide eTicket support where clients can present us with an issue, see who is working on it, and follow its resolution. We provide our clients with a personal touch. Our users often develop a rapport with individuals in our organization. You won't have to wait in a queue and get passed around from one tech person to another while you try to have your problem addressed. You can call the person you are comfortable with and get direct assistance.

We hope this supplemental material submission answered some of your questions as to the qualifications of our firm, software and services. We take pride in being a small company with great products and services and welcome the opportunity to further present our program to you.

P. Scheduled Milestones

The following is a **SAMPLE** detailed Schedule of Milestones based upon a start date of October 7, 2019. A project, such as yours outlined in your RFP, generally takes around 6 months to complete, depending upon complexity. A Final Schedule of Milestones will be submitted based upon contract signing.

Project Schedule and Implementation Milestones
Community Development Modules

[illegible]

8. Technical Requirements

The hardware and software requirements for Client machines are listed below. We use Microsoft Azure as your in-the-Cloud server. The database server is a Microsoft SQL Server database. The following Windows Services may also be installed on this server: LAMA Notification Service, LAMA Automated Reporting Service, and LAMA Exchange Synchronization Service.

A. Client Workstations

The requirements for the client workstation's hardware and software are specified below. Client workstations are machines running the Windows desktop application, LAMA Server. We also have thin-client applications, but the only requirement for our web-based clients is a standard HTML browser, such as IE8, Firefox, Safari, Chrome, or Edge. Since LAMA Server is a GIS Mapping application, we recommend fairly capable machines.

Requirements	Minimum	Recommended
OS	Windows 7	Windows 7, 8, 10 or later
RAM	2 GB	4GB or more
Hard Drive	500MB free	1GB free
Other	Microsoft Word and Excel 2007	Microsoft Office 2007, 2010 or later

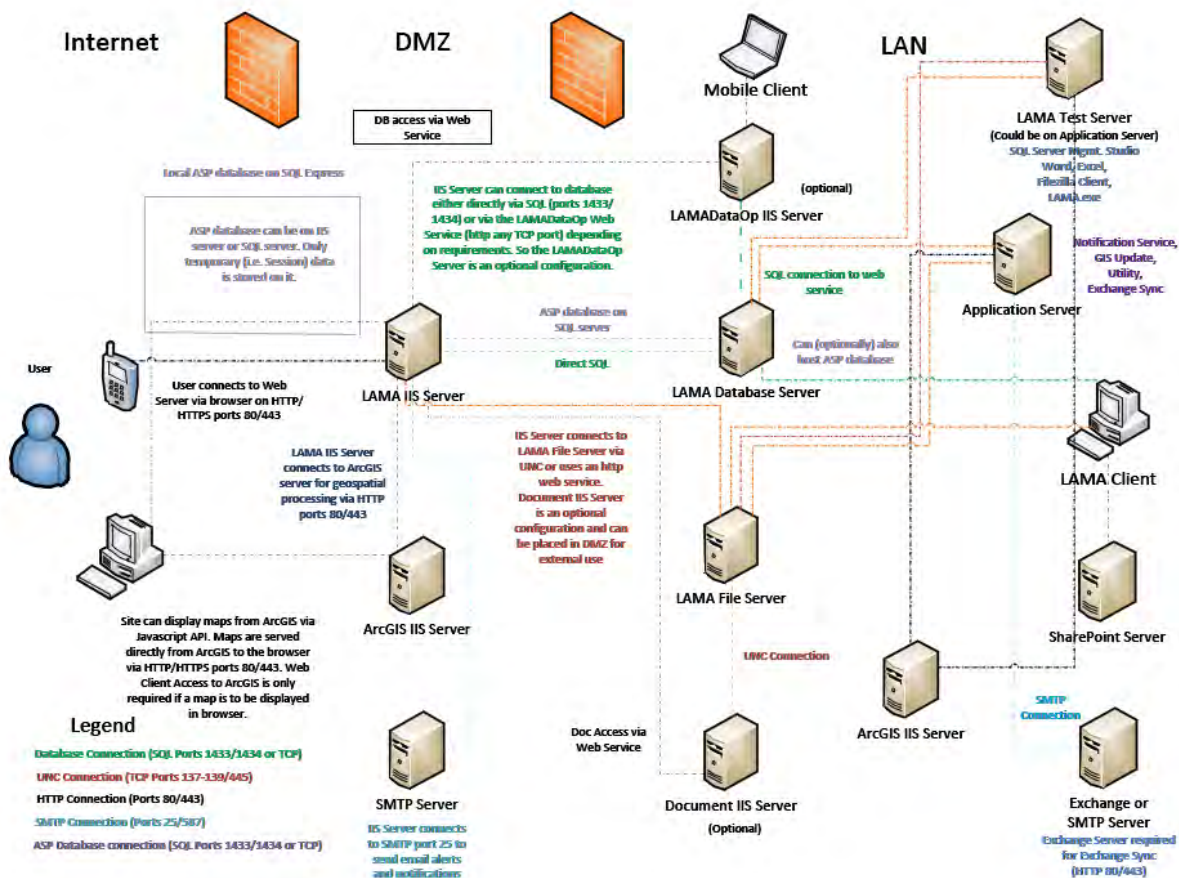
B. Mobile Tablet/Phone App

The requirements for interfacing with LAMA Server from a tablet/phone are very basic. Communications can be connected or disconnected mode. The recommended specifications for mobile devices to run the LAMA Android App are Android 4.4 OS or newer and a 4G wireless data-plan. Older versions of the Android OS will still work, but some features may not be supported. Wireless data plans are also not required because the App stores all of its data locally. It features a manual sync function that can be invoked whenever the user is connected to a Wifi network to synchronize data with the server. The App is also designed to run on a tablet or mobile phone. Devices we recommend include Nexus devices and Samsung Galaxy S10.

Requirements	Minimum	Recommended
Operating System	Android OS 4.4	Android OS 7.0 or higher
Hard Drive	8GB minimum	16GB or greater
Screen Size	Designed for 7" or less	Works on any screen

C. Network Overview Diagram

The following image illustrates the various hardware components on the network which interface with the LAMA Solution. Often the Database and SharePoint servers are the same machine with the Windows Services as well.



D. System Security

Our system architecture relies on both application and database security. In terms of spyware protection, an MD5 hash of the software DLLs is stored in the database and verified with the application when it is started locally, preventing any alterations of the program's DLLs. When updates are distributed, the new hashes are updated in the database. When updates are applied, the updates can be configured to verify that it's a trusted source, such as an IP or certificate. As regards SQL injection, the program utilizes only stored procedures in SQL Server. Malware protection is the same as the spyware. In terms of password protection, we utilize built-in .NET security and Cryptography namespaces, using one-way hashes for passwords. All sensitive data, such as email addresses, can also

be configured to be stored encrypted in the database. Text variables and strings in the source code are also encrypted to prevent de-compilation and discovery of seed strings. In regards to corruption, TCP and SQL Server will identify missing packets or a bad request and recover. In the event the installation of the application is corrupt, we can reinstall the software from our MSI file in minutes, and the SQL server database can be reinstalled from backup. Regarding malicious access, user permissions are identified in the software for over 60 roles. Standard application configurations for timeout functionality are configured in the web.config file for web-based applications and can be set with screen-saver/password resume for desktops. In addition, the software tracks all user edits by username, date, old value, and new value.

E. Solution Hosting Options

The Davenport Group supports both client-hosted and cloud-hosted solution environments. There are pros and cons of both solutions, and communities should decide what works best for them based on a multitude of factors, including bandwidth accessibility, IT network and infrastructure support, and disaster recovery options, to name a few. While most clients historically prefer self-hosted solutions, there has been a steady increase in demand for cloud-based solutions. Davenport provides a service-oriented solution architecture that is optimized for both hosting environments (cloud and self-hosted), consisting of SOAP and REST web services layers, web applications, and application virtualization of desktop applications. Davenport utilizes industry standard cloud hosting technologies to provide a high-performance, cost effective hosting option.

F. System Integration Approach

LAMA natively supports a variety of integration options. We are partners with Microsoft and ESRI and offer tight built-in integration with ArcGIS products and with Microsoft products such as Active Directory, Exchange and SharePoint. In addition, Davenport Group can build custom integrations for most scenarios. (Live connection, batched import/export, etc.) We have built integrations and import/export utilities for a wide variety of products and protocols. We are capable of integrating directly or through an Enterprise Service Bus, such as BizTalk Server.

LAMA is capable of using multiple BizTalk adapters including http, SOAP, SQL and SMTP. LAMA best practices is that LAMA interface is generally made available via LAMA web service through either the http/https or SOAP connectors rather than the SQL connector so that the business logic and application security permissions are enforced. This also adds an extra layer of security to protect the database server. There are also scenarios where updated data is provided in a batch (an example might be parcel or addressing updates from the county or state contractor license info). In these cases, LAMA can support either manual or automatic import. (There are multiple means of transport available. Data source could be via email, sftp or come through the Enterprise Service Bus.)

LAMA best practices for reporting integration is to mirror the LAMA database and all reporting executed against that mirror. This keeps reporting load off of the live system and sandboxes reporting access. Best practice for all system integrations is to perform them against test data sources with known values and

verify that results are as expected.

Davenport can also provide custom integrations to external 3rd party systems as long as that system provides a consumable web service or API. (An example of this would be our integration to STR eGrants for City of NOLA.)

LAMA also provides modular ReST and SOAP based web services and an API that allows our clients and their partners to build or customize their own integrations as well. These are the same web services that Davenport Group uses to integrate and to provide access to LAMA data over http/https. LAMA best practices for security and reliability is that all web service traffic is encrypted and that credentials are provided with every transaction. (i.e. The service is Stateless. This prevents session hijacking and other issues.)

G. System Performance and Recovery

The main goal of the system is to decrease the time it takes to do daily takes. Whether it's through the programs many automated processes (notifications, alerts, calculations, etc.) or by presenting users the information directly or with minimal effort to find the same.

LAMA consists of both web-based and desktop applications. The main purpose behind the desktop application is speed and power. The main goal of the web application is distribution to non-domain users and computers.

We are committed to keeping the program as fast as possible. If there is an area that slows in the lifecycle of the program, then we will do everything we can to reduce that speed to a more reasonable amount of responsiveness. We have very large clients like New Orleans and Philadelphia with 10 of millions of records running LAMA at break-neck speeds. The database is normalized and well optimized. New Orleans processes over 50,000 permits annually, 35% applied and paid for online without the applicant stepping foot in City Hall!

In the event of a system or node failure and as part of the system's disaster recovery plan, we recommend that the database be backed up daily along with any document attachments for system objects. It is recommended that the LAMA Application Servers and Web Servers be hosted on virtual machines and snapshots of the machines scheduled on a regular basis. In the event of a system failure, if the system is client-hosted, all the data is housed within a local Microsoft SQL Server database, the system can always be restored from the database backups. If the system is in the cloud, we can restore the system from a backup on your local system, our system or from a backup in the cloud.

We also offer daily cloud backup options for the entire system, as outlined in the Cost Proposal.

Microsoft SQL Server and Microsoft Server OS' give the system and database administrators a good deal of tools to optimize the network and database access and performance. The software performs at a high level without the need for any of these special work-arounds, but if the DBA or Network Admin feels they would like to push the limits, the software will have no problem running under those

circumstances. In addition to reinstalling the SQL Server backup, the Administrator would need to recreate the file share with all directories and reinstall LAMA's MSI program. We are glad to help with the reinstall in the event of a system failure.

Besides the license to the LAMA software, there will need to be a few Microsoft licenses required to get the full potential of LAMA. (* required)

- Microsoft SQL Server *
- Microsoft Operating System * (7, 8, 8.1, 10)
- Microsoft Office

9. Training



We always make our clients a partner in the training process. Our goal in delivering training is to make sure that all users, and in particular key users, have the technical skills needed to use LAMA. Training occurs directly and indirectly throughout the process. We will develop various training schedules during different stages of implementation.

Web Demos during Rough Configuration. During the review of the Case Packets, we will often conduct one or more web or on-site demos with your staff to familiarize them with the program so they can thoroughly review the Case Packets.

Executing Test Plans in UAT. During the Work Sessions on the Test Plans, you key staff (testing team) will be given basic instruction on how to adequately use the Core Components in LAMA and the modules of the program which they will be working in. The testing process is repetitive and in our experience your testing team will acquire at this time enough knowledge to be able to use the program to undertake certain tasks, such as creating a new permit, processing a workflow, adding details, etc.

- ✓ Web Demos
- ✓ Executing Test Plans
- ✓ Final Training
- ✓ One-On-One Training
- ✓ Classroom Training
- ✓ 125+ How-To-Do Videos
- ✓ 300+ Training Manual

Final Training. The Davenport Group will develop a final training schedule. Training is both role-based and module-based. As you might note from the sample on the following page, we tend to do a mixture of classroom and one-on-one training. Classroom training works particularly well if the municipality has a dedicated classroom or conference room which can accommodate up to 12 or more users at one time. The classroom should be equipped with workstations or users should have laptops. However, we are flexible and can adjust our entire training structure to you situation and style of learning. And, while a dedicated classroom for training is desirable, it is not critical. Training is one of the most important contributors to a successful project, so we guarantee it will be effective no matter what techniques we agree on.

In addition to classroom and one-on-one training, we also use web demos to demonstrate how to undertake certain tasks. LAMA comes with context sensitive help, 125+ videos and a 300+ page manual. We also provide an eTicket system and unlimited free phone support during any period under annual maintenance.

Go-Live Assistance. Davenport will provide you with Go-Live Assistance for two to four days with one or more of our professionals. (See section on Proposed Training in Cost Proposal.) The focus is on making sure that key users are able to do their job in a live setting. We also provide additional one-on-one training when users confront situations that were not anticipated by us or them.

Follow-up Training. Refresher sessions to maximize work efficiency can be added after Go-Live. Davenport will provide web demos after Go-Live on special subjects that you may be having concerns about. Every client is different, and every user is different. We have noticed that sometimes these classes tend to focus more on developing a flow to process cases.

Below is a sample of a Work Session Schedule/Test Plan. A detailed schedule will be created for your project and modules selected.

A. Sample - Work Session Schedule/Test Plan

Work Session Schedule Test Plan Work Sessions		Number of City Personnel Involved: 6 to 12 Number of DGUSA Involved: 2 or 3															
Day	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30
Mon		Introduction			Permitting					Permitting				Permitting			
Mon		Introduction			Licensing					Licensing				Licensing			
Tues		Permitting			Permitting					Permitting				Permitting			
Tues		Planning			Planning					Planning				Planning			
Wed		Licensing			Licensing					Permitting				Permitting			
Wed		Code Enforcement			Code Enforcement					Code Enforcement				Code Enforcement			
Thur		Planning			Planning					Planning				Planning			
Thur		Develop't Review			Develop't Review					Inspections				Inspections			

Structure: Client Staff will be assigned LAMA Test Plans -- one for each case type
 Staff limited to 2 persons on any one case type. DGUSA same.
 System envisions running two Work Sessions concurrently
 Most of the Test Plans will be covered in the Work Sessions

B. Sample – Training Schedule/Final Training

Training Schedule																	Number of Persons Trained: 48-60		
Final Training																	Number of Trainers: 3 or 4		
Day	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30		
Mon	Intro to LAMA (A)				Intro to LAMA (B)				Intro to LAMA (C)				Intro to LAMA (D)						
Tue	Planning I (A)				Licensing I (A)				Permitting I (A)				Permitting I (B)						
Thur	Code Enforce't I (A)				Code Enforce't I (B)				Licensing I (B)				QIR Core+						
Fri	Core Compon'ts (A)				Core Compon'ts (B)				Planning II (A)				Licensing II (A)						
Mon	Core Compon'ts (C)				Licensing II (B)				Code Enforce't II (A)				Code Enforce't II (B)						
Tue	Permitting II (A)				Permitting II (B)				Inspections (A)				Inspections (B)						
Thur	Develop't Review (A)				Develop't Review (B)				Mobility (B)				Mobility (A)						
Fri	Develop't Review (C)				Forms/Reports (A)				QIR Users				Forms/Reports (B)						
***	Public Web (A)				Public Web (B)				Public Web (C)				Public Web (D)						

Classes: 2 Sections on each module except Planning. Additional training day will be added if necessary.

Admin is handled in small sessions, usually on 2nd Friday, with the one-on-one trainer

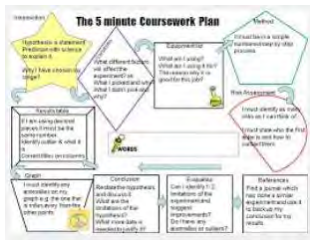
Class Sizes: 8 to 12; 1 trainer from DG USA to handle one-on-one fom user signup

Note: Development Review and Inspection sections can be shortened to 1 hour, and number sessions increased.

Note: Licensing and Code Enforcement can also be shortened to 1 hour

Note: Public Web often handled at a later date.

C. Training Coursework



Change can have a profound effect on the acceptance of a new software program. We try to ease our new users into the program with encouragement and support – with procedural documentation, classroom and one-on-one training, with training videos, webinars, and sometimes a little “hand holding.” Final training typically lasts from three days to two weeks, depending on the modules purchased and the number of persons

being trained.

Different roles require different levels of training. For example, a permitting inspector’s role will be quite different than that of a permit intake person. There will be power users and people who will use the program just for reviewing a project or to look-up information. We provide a high level training plan that accommodates every type of user.

Core Components. All LAMA users are given a basic class in Core Components. This is an introduction to the simple skills every user will need to navigate comfortably through the program. It will cover screen layouts, dockable windows, the table, tools for navigation, addressing, searches, notifications, calendar permissions and much more. Power users will take a second class in Core Components introducing them to the more advanced elements of LAMA. Class outlines and support materials are included.

Named Modules (Permitting, Planning, Licensing, Code Enforcement). Classes are then scheduled for individual modules. Again, procedural documentation is supplemented with hands-on exercises. We conduct the basic introductory class and then a follow-up class with hypotheticals. Separate classes are held on the modules being installed for you – usually Permitting, Licensing, Projects and Planning, Code Enforcement, and Public Web. We also have other modules which if they are selected will be added or put in place of the above, namely Redevelopment, Work Orders, Historic Properties, and Infrastructure.

Role Based Classes. Classes are held on a number of subjects including Inspections and Mobility, Plan and Development Review, and Quick Information Retrieval.



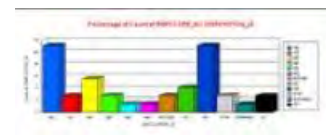
Inspections. Inspections are addressed in two classes. The first class focuses on the inspector’s role in LAMA. Items covered include the calendar/schedule, queries available pertaining to the inspector/inspections, making an inspection or re-inspection, fees (if they pertain), inspection reports, etc. The second class focuses on the mobile tablet/phone app and its functionality, including routing, applying checklists and violations in the field, completing inspections, taking pictures, finding and uploading documents, viewing nearby activity, voice activation, and printing.



Plan and Development Review. This class focuses primarily on the role of the reviewer in LAMA. Items covered include adding comments, creating templates, using templates, creating documents and distributing them, and changing statuses. In the event that you are using LAMA’s markup functionality, we offer an additional class on Bluebeam Revu (mark-up, commenting, flatening, posting to the web, etc.).

Quick Information Retrieval (QIR). This class focuses primarily on what a front desk user whose primary function is answering quick questions concerning all the modules needs to know about the modules. These include finding owners, identifying zoning, finding permits, licenses, etc., finding the status of a permit, etc., checking schedules, starting a complaint, checking fees, etc.

Forms and Reports. LAMA uses Microsoft Word and Excel for producing forms, reports and letters. The program comes with many standard forms and reports, charts and graphs. This class will step the user into executing those existing reports. In



addition, the class will teach the user how to edit and create forms using our “Key Words.” The class will also address building queries with our Ad Hoc query builder and how to modify tables and export to Excel.

ADMIN Training. ADMIN training is addressed in one or two small group sessions outside the classroom. The first session is for IT users and addresses setting permissions, program installation, backing up and restoring the SQL database, and restoring the program in case of disaster. The other sessions are for administrators of the individual modules, in particular, permitting and licensing, and planning. These users will be given instruction on how to create and modify a case, how to modify workflows, add or delete reviewers, handle notifications, modify checklists, edit fees, etc.



D. Training/LAMA Documentation

The LAMA application is rich in documentation. It includes a 300+ page Manual that is updated annually, 125+ How-to-do Videos, Context Sensitive Help, Materials from Classroom Training, Release Notes with illustrations explaining how to execute new functionality and Specially Prepared Notes on Selected Items.

LAMA Manual. The LAMA manual provides full explanations and illustrations on how to execute LAMA's routines, functionality and procedures. It is full of handy tips. The manual is also available online.



125+
Training
Videos



Context
Sensitive
Help



300+
Training
Manual

How-To Videos. Davenport has prepared over 125 videos on how to undertake various tasks in LAMA. The videos are organized into overviews, basic tasks and more advanced sessions. The videos were prepared as mp4 files with Camtasia. They can be accessed by clicking on the **Help** menu in LAMA. Davenport is constantly adding new videos and reworking old videos when the screenshots become outdated.

Context Sensitive Help. LAMA users can click on the F1 key to access context sensitive help.

Materials from Classroom Training. During final training, all users are given the detailed materials related to modules or routines they have been trained in. These materials are loaded with notes on how to execute tasks. Special topic handouts are also included.

Release Notes. During a typical year, Davenport will probably issue one or two major releases with new functionality, and one or two others minor releases with occasional functionality. All our releases are accompanied by release notes with illustrations on how to execute the new functionality, or the processes that have been significantly modified from how they were originally executed.

Specially Prepared Notes on Selected Items. From time to time, we will issue special papers (sometimes only a single page) on how to execute a process that users seem to be having problems with. These papers include, for example, notes on how to reset passwords, how to set notifications, how to work around "things that go bump in the night," etc.

Admin Documentation. LAMA includes additional documentation on how to configure the LAMA software. This is the same manual that our own staff uses to configure the LAMA software.

E. Proposed Training and Support

We have based your training on 18 named users on the new system of which 7 require mobility.

Training classes are tailored for job roles – all users on LAMA will attend classes on Core Components.

See detailed description of classes offered in the section entitled, “Training Coursework.”

Total On-Site Training and Support

Case Packets	2 professionals for 2 days
Test Plan Review	2 professionals for 2 days
Final Training	2 professionals for 3-4 days
Go-Live Assistance	2 professionals for 3-4 days
Post Go-Live	Via Web or On-site

Case Packets. For a staff the size of the City of Brentwood, we are proposing to bring in 2

professionals for 2 days to work with your key staff to handle the review of Case Packets presented to the City.

Test Plan Review. For a staff the size of the City, we are proposing to bring in 2 professionals for 2 days to work with your key staff to handle the Work Sessions on the Test Plans. Test Plans by necessity will involve some basic training in the use of the program.

Final Training. For Final Training we would bring in 2 professionals for 3-4 days for classroom and one-on-one training.

Go-Live Assistance. Davenport will provide you with Go-Live Assistance with 2 professional for 3-4 days. The focus is on making sure that key users are able to do their job in live settings. We also provide additional one-on-one training when users confront situations that were not anticipated by us or them.

Post Go-Live Follow-up. Approximately, four to six weeks after Go-Live, we do a Post Go-Live follow-up via the Web or on-site to answer questions, provide support and extra training where needed. Other training, which can be on-site, will be provided as necessary.

Follow-up Training. We offer refresher sessions to maximize work efficiency. These can be added after Go-Live. Davenport will provide web demos after Go-Live on special subjects that users may be having concerns about. Every client is different, and every user is different. We have noticed that sometimes these classes tend to focus more on developing a flow to process cases.









All Training Done by Davenport Professional Staff. We do not use third parties to train or configure our software. All our training is done by our own staff of professionals who are knowledgeable in the software, and are experienced in training persons on how to use it.

In summary, we are flexible and can adjust our entire training structure to your situation and style of learning. Also, while a dedicated classroom for training is desirable, it is not critical. Training is one of the most important contributors to a successful project, so we guarantee it will be effective no matter what techniques we agree on.

10. Support and Maintenance

A. Customer Support

Customer support is available through our toll-free number, email and eTicket site at any time. LAMA comes with contextual help, 125+ training videos, 300+ page Manual, and online resources (knowledge base, online manual, etc.). We do monthly web seminars on selected topics – often new releases. Our phone lines are manned from 7:00 AM to 7:00 PM. We will respond to emergency situations directed to our cell phones at times outside these hours. All of our clients have access to direct lines, including cell phones, for any staff member who has worked on the project, including senior staff. It is not unusual for some of our staff to be working through the night. We have answered calls at 11:00 PM and 5:00 AM. Our telephone hotline is 800-640-0373 option 2. We encourage our clients to contact us by phone for issues that need immediate resolution and the eTicket site for all issues. The eTicket site has the advantage of allowing the client to see who is working on the issue and its status.

-  eTicket Support
-  Project Website
-  Email Support
-  Telephone Support
-  Contextual Help in the Software
-  Over 125 Tutorials and Videos in the Software
-  On-line User Forums and Knowledge Base
-  Web Demos on Selected Topics

B. Service Level Agreement

We offer a standard annual maintenance agreement which entitles the client to any upgrades in the modules they have, any bug fixes, unlimited report design, unlimited free phone and eTicket support, and one day per year of on-site training. We also offer Web training on client topics of interest or a specific concern and on new functionality. Our clients will tell you that we have never turned down a request for additional training. In terms of addressing problems in the software, issues are prioritized with those affecting the major functions in the program receiving top priority; then those that affect ancillary functions; then those that are minor or cosmetic. We attempt to answer all phone calls immediately. A survey conducted in May 2014 found that in the prior year our firm's technical staff answered 93% of all phone calls immediately, and the remaining 7% were returned within 30 minutes. We only offer one level of support – the best!

C. Product Upgrades

LAMA Server, the Windows-based application, is a self-updating application. For the first year, and then as part of the annual maintenance agreement, the application will download and apply new updates when available, meaning there is no staff support required on the part of the Municipality. When the user logs into the program, they will be advised that an update is available and asked if they want to update at that time. If they say no, they will be asked again at the next login. Updates to LAMA will not negatively affect client customizations in that the client files (dll files) are kept separate from the program files maintained for all Davenport clients.

Feature requests can be submitted at any time by clients and historically a significant portion of feature requests are implemented within one year. Major releases with exciting new features are typically planned for once a year, but a second release sometimes occurs. Minor releases, usually to address bug fixes with some occasional new functionality are added as necessary.

D. Problem Reporting and Resolution Procedures

Services are divided into two types – general help with the use of the program and the reporting of problems or errors. The Davenport Group will use its best efforts to respond to all calls within 30 minutes. We will use our best efforts to correct a reported problem or error consistent with the seriousness of the problem as set out below.

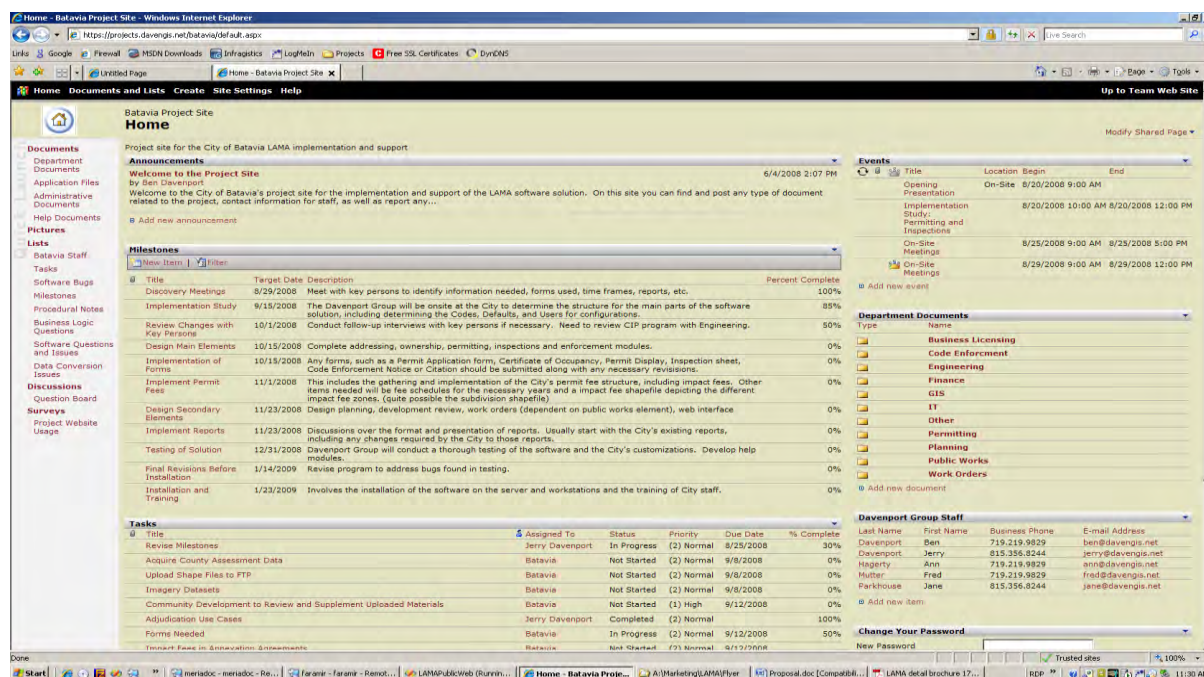
Davenport has classified all problems into three types: *Critical*, *Significant*, and *Minor*. *Critical* errors are those that affect one or more fundamental functions of the program and which make the program inoperable, or cause it to shut down or lock up, or cause it to produce erroneous results. *Critical* errors receive our top priority and are worked on immediately until a remedy or work-around is found. We will continue to work on those until a fix is found – our goal is less than four hours. *Minor* errors are those that do not affect a fundamental function in the program or which do not cause the program to be inoperable, to shut down or lock up, or produce erroneous results. An example of *Minor* is the production of a message box with an error code that can be closed with no effect on the functioning of the program or a misspelling of a label. Errors that are not *Critical* or *Minor* are considered to be *Significant*. LAMA is a very stable, mature program. *Critical* problems are virtually non-existent.

We encourage our clients to use our e-Ticket site where they can monitor the progress being made and interact with our staff.

E. Project Web Site

The Davenport Group maintains a project website to assist in tracking all aspects of the project, including milestones, tasks, documents, and the project schedule. This SharePoint based site facilitates communications and cooperation between the municipality and the Davenport Group, ensuring a quality product and on-schedule implementation. With the project website, the municipality can submit important documents to the Davenport Group, log and respond to questions and issues, and participate in implementation discussions. In addition, the project website is the repository for major project

documents, system test data, and project status updates.



The image above depicts our SharePoint-based intranet site which we and our clients use to manage our projects. It is similar to the sites offered through the Private Web Portal module.

11. Costs

We have provided you with two cost proposals – one for an in-the-cloud solution (SaaS) and another for a server-based software solution.

LAMA Solution Framework Implementation Price Quote

SaaS in-the-Cloud Solution

Prepared for City of Brentwood, Tennessee, on September 3, 2019



A. Modules

The following is a description of the proposed modules and extensions and include costs for setup and deployment of the proposed items.

Module	Description	Unit	Unit Price	Quantity	Costs
Core	Core Components include the Map, Address Management, Owners and Tenants, Scheduling, Cashiering, Letter Generator, Communication Log, Notifications, Document Manager, Forms and Reports	Each	Included	1	Included
Permitting & Inspections	Permitting and inspections include a broad range of building, public works, engineering case types. Details, inspections, fees, reviews, workflows and contractor profiles are configurable for each case type.	Each	\$ 2,040 / Year	1	\$ 2,040 / Year
Code Enforcement	Allows data management of code enforcement cases including the tracking of notices, citations, communications, and inspection photos. Includes inspections, adjudication, liens and condemnation.	Each	\$ 2,040 / Year	1	\$ 2,040 / Year
Project, Planning and Development Review	Includes functionality for managing development review, including collection, viewing and tracked editing of documents, submittal and review of comments by various departments, submittal and review of administrative and board meetings/hearings.	Each	\$ 2,040 / Year	1	\$ 2,040 / Year
Licensing	Includes functionality for location-based, equipment-based and non-site-based licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Module allows workflows and checklists, reviews, inspections and fee calculations. Licenses can be easily renewed. *** Licensing is included with purchase of 3 other modules.	Each	\$ 2,040 / Year	1	Included with Permitting, Code Enforcement and Projects, Planning,...
Work Orders	Module tracks work orders from start to finish including invoicing and reports. Work Orders contain geographic features, labor, part and materials, contractual work, tasks, and can be grouped by project.	Each	\$ 2,040 / Year		
Infrastructure and Asset Management	Module tracks all infrastructure features for Water, Sewer, Storm Water, Facilities, Parks, and Streets, including GASB34 Standard Asset information. Costs include migration of current infrastructure datasets into the LAMA system.	Each	\$ 2,040 / Year		
Redevelopment	Module tracks owned and sold property inventory, including integration with acquisition and disposition projects. Allows users to create, process, and track Expression of Interest on property.	Each	\$ 2,040 / Year		
Historic Building Preservation	Allows for the tracking and management of historic properties and surveys. Includes building significance data, contributing status and details, and historic registrar information, to name a few.	Each	\$ 2,040 / Year		
				Subtotal	\$ 6,120./ Year

B. Extensions

The following is a description of proposed extensions to the modules above and **include** any costs related to setup, configuration, and installation of the proposed extension that may be required.

Module	Description	Unit	Unit Price	Quantity	Costs
Mobile App	Complete inspections with our Android mobile application. Work offline or connected. Include routing and navigation, nearby activity via mapping, and voice recognition.	user	\$ 360 / Year	7	\$ 2,520./ Year
Plan Review Markup	Allows electronic document mark-up of plan submittals. Facilitates concise communication between plan reviewers and applicant. Integrates with Bluebeam Revu. Bluebeam Revu licenses from Bluebeam and not included in our costs.	user	\$ 360 / Year	10	\$3,600./ Year
Public Web Portal	The Public Web CRM module allows citizens and contractors to electronically submit and track statuses for applications, upload documents, comment of proposals, and pay fees. <i>See section F for payment gateway integration.</i>	each	\$ 2,040 / Year	1	\$ 2,040./ Year
MS Exchange with Outlook Integration	Integrates Microsoft Exchange Server calendars with the LAMA calendars. Configure specific users and the sync direction. Full sync between both calendars.	user	\$ 120 / Year	18	Included at no additional charge
Cloud Backup	Backup LAMA database and all files and documents to the cloud with Google Drive.	TB	\$ 1,020 / Year		
Subtotal					\$ 8,160./ Year

C. Integration Adapters

This section describes any effort required to integrate the LAMA solution with external system. Refer to Functional Requirements Section of this Proposal for Implementation Details. The Client is responsible for ensuring the cooperation of the third-party vendor if other than ESRI or Microsoft. The following costs include development, testing, setup and deployment time for the respective items.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
GIS Data Adapter We integrate seamlessly with ESRI technologies and formats including ArcGIS Server or ArcGIS Online. Anticipated integration is typically one-way from the GIS to LAMA.	each	\$ 1,020 / Year	Included	\$ 0
Financial System Adapter Setup and configuration of an export format that is compatible with the Financial systems (GEMS) import tool.	each	\$ 1,020 / Year	Included	\$ 0
Payment Gateway Adapter Integration with online payment gateway for the Public Web Portal Extension. No charge if USAePay, otherwise \$1,020/year	each	\$ 1,020 / Year	NA	\$0 with USAePay
Assessor Database Adapter This effort is for integrating seamlessly with Assessor's database. One-way from Assessor database to LAMA included.	each	\$ 1,020 / Year	Included	\$ 0
Laserfiche / SharePoint Adapter This effort is for integrating seamlessly with Assessor's database. One-way from Assessor database to LAMA included.		\$ 1,020 / Year	NA	\$ 0
Subtotal Integration Services				\$ 0./ Year

D. Subscription

The following describes the user general subscription options for the proposed solution.

License	Description	Unit	Unit Price	Quantity	Costs
Cloud-Hosted Named User	LAMA Subscription by named users in the system. In the Cloud access, maintenance and support.	user	\$ 816 / Year	18	\$14,688.
Office 365 Pro Plus Option	License Microsoft Office 365 Pro Plus with the Cloud Subscription	user	\$ 144 / Year		
				Subtotal	\$ 14,688.

E. Implementation Services

Includes major services related to software implementation and configuration of the modules selected in *Section A*. Services include the items set forth below. Software functionality includes all features and functions comprising the purchased modules as of the contract execution date. New features and functionalities requested during or after implementation, not specifically outlined in the RFP or proposal may incur additional fees. The quantity is an estimation based on similar clients in population.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
Implementation and Configuration Analysis Study and Documentation Information Collection, Documents (Forms and Reports), Workflows	Hour*	\$ 108	495	\$ 53,460.
GIS and Database Setup Setup and configuration of the database and schema including mapping and integration with GIS datasets.				
Case Type Documentation Includes the design and revisions to documentation packets for each object type in the system.				
Software Configuration Configuration of codes and objects from the case type documentation.				
User Acceptance Testing Preparation and execution of Test Plans. The goal is to demonstrate that the software works properly and has been properly configured.				
Standard Forms and Reports LAMA Standard Forms and Reports to MS Word and Excel are included. Custom reports in MS Word or Excel included with each proposed module.				
Training and Launch Preparations Training Plan and Training Materials and launch readiness.				
Project Management and Coordination Project management services and deliverables to ensure successful on time and on budget implementation. Includes regular status reports and other project coordination activities.				
Custom Forms and Reports LAMA Standard Forms and Reports to MS Word and Excel are included. Up to 15 custom forms and reports in MS Word or Excel included with each proposed module.	Hour	\$100		Included
Subtotal Implementation Services				\$ 53,460.

*Estimated at 11.25 hours per case type. Based on 28 Permitting, 8 Planning, 6 Code Enforcement, 4 Licensing.

F. Onsite Services

The following services **do not include** travel costs which are simple reimbursements.

Onsite Services Descriptions	Unit	Unit Price	Quantity	Costs
Case Packet Review (min 2 persons for 2 days)	Days	\$992	4	\$3,968.
User Acceptance Testing (min 2 persons for 2 days)	Days	\$992	4	\$3,968.
Training (min 2 persons for 3 days)	Days	\$992	6	\$5,952.
Go-Live / Launch (min 2 persons for 3 days)	Days	\$992	6	\$5,952.
Subtotal Onsite Services				\$ 19,840.

G. 3rd Party Integration Services

This section describes any effort required to integrate the LAMA solution with external system. Refer to Functional Requirements Section of this Proposal for Implementation Details. The Client is responsible for ensuring the cooperation of the third-party vendor if other than ESRI or Microsoft. The following costs include development, testing, setup and deployment time for the respective items.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
3rd Party System	Hour	\$ 150		Included
Integration with Tennessee Department of Commerce and Insurance database. (Assuming the State will allow the connection to their database)				
Subtotal Integration Services				\$ 0

H. Data Migration Services

Data migration costs vary depending on the amount and format of existing data and whether the data can be migrated digitally or will require manual data entry. Our software provides updating tools for GIS layers from within the application. The Client needs to provide Data Dictionaries for each data source to ensure accurate and timely data migration effort.

Data Migration Services Descriptions	Unit	Unit Price	Quantity	Costs
Data Migration Source 1	Hour	\$ 150	40	\$6,000.
We propose to migrate data from Trakit. (We have migrated from Trakit on several occasions in the past.)				
Subtotal Data Migration Services				\$ 6,000.

I. Totals

The following section itemizes the one-time/up-front costs associate with the full implementation of the LAMA software.

One-Time Capital Cost Summary			Costs
Data Migration Services	(H)		\$ 6,000.
Implementation Services	(E)		\$53,460.
Onsite Service	(F)		\$19,840.
3 rd Party Integration Services	(G)		\$ 0.
Grand Total One-Time Costs			\$ 79,300.

Recurring Annual Cost Summary		
Modules	(A)	\$ 6,120.
Extensions	(B)	\$8,160.
Adapters	(C)	\$0.
Subscription	(D)	\$14,688.
Software Assurance*		Included
Software Support*		Included
Subtotal		\$28,968.
Discount (12.5% of Annual Costs -- Client in Existing Market)		(\$4,345.)
Grand Total Recurring Annual Costs		\$24,623.

Note: In SaaS, the first year costs include One-Time Costs and First Year Recurring Costs. The Recurring Costs begin when the LAMA program is placed in the Cloud for the client.

Grand Total Three Year Costs	\$153,169.
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*Annual Software Assurance and Support includes new software updates and releases. Includes toll-free phone and email support, 7:00 am – 7:00pm, CST, 7 days a week. Includes free eTicket support. Annual costs may be increased to reflect changes in the costs of inflation as expressed by changes in the CPI. The increase in annual maintenance costs have ranged between 1.5 and 2.0 since 2010.

Note: Travel expenses are a simple reimbursable and not included in the above. Travel expenses are anticipated to be about \$7,600.00. Services to be provided from our Colorado Springs, Kansas City, Seattle, and Chicago area offices.

Projects are invoiced monthly per milestone completed. Travel expenses billed when incurred.

Note: Adding Workorders with 4 additional users, 4 mobile and 6 additional cases, would increase the total costs by \$15,000+/- and annual maintenance by \$6,700 +/-.

This quote is respectfully submitted to the City of Brentwood, Tennessee, by The Davenport Group USA, Ltd. this the 3rd of September 2019 and shall remain valid for 180 days.



Jerry P. Davenport, AICP, MRP, JD

President

The Davenport Group USA, Ltd

(800) 640-0373 x111 (jerry@davengis.net)

LAMA Solution Framework Implementation Price Quote

Tradition License – Self Hosted

Prepared for City of Brentwood, Tennessee, on September 3, 2019



A. Modules

The following is a description of the proposed modules and extensions and include costs for setup and deployment of the proposed items.

Module	Description	Unit	Unit Price	Quantity	Costs
Core	Core Components include the Map, Address Management, Owners and Tenants, Scheduling, Cashiering, Letter Generator, Communication Log, Notifications, Document Manager, Forms and Reports	Each	Included	1	Included
Permitting & Inspections	Permitting and inspections include a broad range of building, public works, engineering case types. Details, inspections, fees, reviews, workflows and contractor profiles are configurable for each case type.	Each	\$ 5,000	1	\$5,000
Code Enforcement	Allows data management of code enforcement cases including the tracking of notices, citations, communications, and inspection photos. Includes inspections, adjudication, liens and condemnation.	Each	\$ 5,000	1	\$5,000
Project, Planning and Development Review	Includes functionality for managing development review, including collection, viewing and tracked editing of documents, submittal and review of comments by various departments, submittal and review of administrative and board meetings/hearings.	Each	\$ 5,000	1	\$5,000
Licensing	Includes functionality for location-based, equipment-based and non-site-based licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Module allows workflows and checklists, reviews, inspections and fee calculations. Licenses can be easily renewed. Included with Permitting, Code and Project modules	Each	\$ 5,000	1	Included, See Note at Left
Work Orders	Module tracks work orders from start to finish including invoicing and reports. Work Orders contain geographic features, labor, part and materials, contractual work, tasks, and can be grouped by project.	Each	\$ 5,000		
Infrastructure and Asset Management	Module tracks all infrastructure features for Water, Sewer, Storm Water, Facilities, Parks, and Streets, including GASB34 Standard Asset information. Costs include migration of current infrastructure datasets into the LAMA system.	Each	\$ 5,000		
Redevelopment	Module tracks owned and sold property inventory, including integration with acquisition and disposition projects. Allows users to create, process, and track Expression of Interest on property.	Each	\$ 5,000		
Historic Building Preservation	Allows for the tracking and management of historic properties and surveys. Includes building significance data, contributing status and details, and historic registrar information, to name a few.	Each	\$ 5,000		
				Subtotal	\$15,000

B. Extensions

The following is a description of proposed extensions to the modules above and **include** any costs related to setup, configuration, and installation of the proposed extension that may be required.

Module	Description	Unit	Unit Price	Quantity	Costs
Mobile App	Complete inspections with our Android mobile application. Work offline or connected. Include routing and navigation, nearby activity via mapping, and voice recognition.	each	\$5,000	1	\$5,000.
Plan Review Markup	Allows electronic document mark-up of plan submittals. Facilitates concise communication between plan reviewers and applicant.	each	\$5,000	1	\$5,000
Public Web Portal	The Public Web CRM module allows citizens and contractors to electronically submit and track statuses for applications, upload documents, comment of proposals, and pay fees. <i>See section F for payment gateway integration.</i>	each	\$10,000	1	\$10,000
MS Exchange with Outlook Integration	Integrates Microsoft Exchange Server calendars with the LAMA calendars. Configure specific users and the sync direction. Full sync between both calendars.	each	\$5,000		Included
MS SharePoint Integration	Integrates Microsoft SharePoint with the LAMA document management functions.	each	\$5,000		
Open 311 Integration	Integrate with SeeClickFix or another open 311 reporting issue tracking system for citizens.	each	\$5,000		
Cloud Backup	Backup LAMA database and all files and documents to the cloud with Google Drive.	TB	\$1,000		
				Subtotal	\$ 20,000

C. Licensing

The following describes the user licensing options for the proposed solution.

License	Description	Unit	Unit Price	Quantity	Costs
Self-Hosted Named User	License LAMA by named users in the system.	user	\$750	18	\$13,500.
Enterprise License	License LAMA with a Site License for your organization.	each			
				Subtotal	\$ 13,500.

D. Implementation Services

Includes major services related to software implementation and configuration of the modules selected in *Section A*. Services include the items set forth below. Software functionality includes all features and functions comprising the purchased modules as of the contract execution date. New features and functionalities requested during or after implementation, not specifically outlined in the RFP or proposal may incur additional fees. The quantity is an estimation based on similar clients in population.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
Implementation and Configuration Analysis Study and Documentation Information Collection, Documents (Forms and Reports), Workflows Case Type Documentation Includes the design and revisions to documentation packets for each object type in the system. Software Configuration Configuration of codes and objects from the case type documentation. User Acceptance Testing Preparation and execution of Test Plans. The goal is to demonstrate that the software works properly and has been properly configured. Standard Forms and Reports LAMA Standard Forms and Reports to MS Word and Excel are included. Custom reports in MS Word or Excel included with each proposed module. Training and Launch Preparations Training Plan and Training Materials and launch readiness.	Hour*	\$ 108	495	\$ 53,460.
GIS and Database Setup Setup and configuration of the database and schema including mapping and integration with GIS datasets.	Hour	\$100		
Custom Forms and Reports LAMA Standard Forms and Reports to MS Word and Excel are included. Up to 15 Custom reports in MS Word or Excel included with each proposed module.	Hour	\$100		
Project Management and Coordination Project management services and deliverables to ensure successful on time and on budget implementation. Includes regular status reports and other project coordination activities.	Hour	\$100		
Custom Forms and Reports LAMA Standard Forms and Reports to MS Word and Excel are included. Up to 15 custom forms and reports in MS Word or Excel included with each proposed module.	Hour	\$100		Included
Subtotal Implementation Services				\$ 53,460.

**Estimated at 11.25 hours per case type. Based on 28 Permitting, 8 Planning, 6 Code Enforcement, 4 Licensing.

E. Onsite Services

The following services **do not include** travel costs which are simple reimbursements.

Onsite Services Descriptions	Unit	Unit Price	Quantity	Costs
Case Packet Review (min 2 persons for 2 days)	Days	\$992	4	\$3,968.
User Acceptance Testing (min 2 persons for 2 days)	Days	\$992	4	\$3,968.
Training (min 2 persons for 3 days)	Days	\$992	6	\$5,952.
Go-Live / Launch (min 2 persons for 3 days)	Days	\$992	6	\$5,952.
Subtotal Onsite Services				\$ 19,840.

F. Systems Integration Services

This section describes any effort required to integrate the LAMA solution with external system. Refer to Functional Requirements Section of this Proposal for Implementation Details. The Client is responsible for ensuring the cooperation of the third-party vendor if other than ESRI or Microsoft. The following costs include development, testing, setup and deployment time for the respective items.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
GIS Data / Architecture (ESRI) We integrate seamlessly with ESRI technologies and formats including ArcGIS Server or ArcGIS Online. Anticipated integration is typically one-way from the GIS to LAMA.	Hour	\$ 150	Included	\$ 0
Financial System Setup and configuration of an export format that is compatible with the Financial systems (GEMS) import tool.	Hour	\$ 150	Included	\$0
Payment Gateway Integration with online payment gateway for the Public Web Portal Extension (\$7,500) ***Note: using USAePay as Gateway is included at no additional charge. Using Authorize.Net is \$2,500.	each	\$ 7,500	1	\$0 See Note at Left
Assessor Database This effort is for integrating seamlessly with Assessor's database. One-way from Assessor database to LAMA included.	Hour	\$ 150	Included	\$ 0
3rd Party System Integration with Tennessee Department of Commerce and Insurance database. (Assuming the State will allow the connection to their database)	Hour	\$ 150		Included
Subtotal Integration Services				\$ 0

G. Data Migration Services

Data migration costs vary depending on the amount and format of existing data and whether the data can be migrated digitally or will require manual data entry. Our software provides updating tools for GIS layers from within the application. The Client needs to provide Data Dictionaries for each data source to ensure accurate and timely data migration effort.

Data Migration Services Descriptions	Unit	Unit Price	Quantity	Costs
Data Migration Source 1 We propose to migrate data from Trakit. We have migrated from Trakit on several occasions in the past.	Hour	\$ 150	40	\$ 6,000
Subtotal Data Migration Services				\$ 6,000

H. Cloud Hosting Option

Optional hosting services are based on users and itemized below. Optional Office 365 Subscription or clients can use their existing subscriptions. **The following are annual costs.**

Item	Description	Unit	Unit Price	Quantity	Costs
Microsoft Azure	We host the entire solution in the cloud with Microsoft Azure. No IT work required from client.	user	\$ 420		
Office 365 Extension	Allows user to operate MS Word and Excel in the cloud for LAMA generated forms and reports.	user	\$ 100		
Google Drive Backup	Backup the SQL Database and Document Attachment to a Google Drive account accessible by the client.	TB	\$ 1,000		
Subtotal Cloud Hosting					\$ 0

I. Totals

The following section itemizes the one-time/up-front costs associate with the full implementation of the LAMA software.

Summary			Costs
Modules	(A)		\$ 15,000
Extensions	(B)		\$ 20,000
Licensing	(C)		\$ 13,500
Implementation Services	(D)		\$ 53,460
Onsite Service	(E)		\$ 19,840
Systems Integration Services	(F)		\$ 0
Data Migration Services	(G)		\$ 6,000
Cloud Hosting	(H)		\$ 0
Subtotal			\$ 127,800

Grand Total	\$ 127,800.
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Note: Travel expenses are a simple reimbursable and not included in the above. Travel expenses are anticipated to be about \$7,600.00. Services to be provided from our Colorado Springs, Kansas City, Seattle, and Chicago area offices.

Annual Software Maintenance and Support includes new software updates and releases. Includes toll-free phone and email support, 7:00 am – 7:00pm, CST, 7 days a week. Includes free eTicket support.

Annual Maintenance and Support	Costs
Platinum Software Maintenance and Support	\$ 22,365.

The following list the projected annual maintenance costs for the first three (3) years. First year maintenance is included and first Software Maintenance and Support payment is due one year from the software installation date. Annual costs may be increased to reflect changes in the costs of inflation as expressed by changes in the CPI. The increase in annual maintenance costs have ranged between 1.5 and 2.0 since 2010.

Annual Maintenance	
First Year Annual Maintenance	Included
Second Year Annual Maintenance	\$ 22,365.
Third Year Annual Maintenance	\$ 22,365.
Total 3-Year Maintenance Costs	\$ 44,730.

	Grand Total Three Year Costs	\$172,530.
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We offer a standard annual maintenance agreement which entitles the Client to any upgrades in the modules they have, any bug fixes, unlimited free phone and eTicket support, and one day of on-site training (subject to client paying for travel costs).

Projects are invoiced monthly per milestone completed. Travel expenses billed when incurred.

NOTE: Adding Work Orders with 4 additional users, 4 mobile and 6 additional cases, would increase the total costs by \$23,000+/- and annual maintenance by \$4,000 +/-.

This quote is respectfully submitted to the City of Brentwood, Tennessee, by The Davenport Group USA, Ltd. this the 3rd of September 2019 and shall remain valid for 180 days after bid opening.

Jerry P. Darrigut

Jerry P. Davenport, AICP, MRP, JD

President

The Davenport Group USA, Ltd

(800) 640-0373 x111 (jerry@davengis.net)

12. Sample Contract

The following is a sample SaaS contract.

LAMA SaaS and Professional Services Agreement

This Software as a Service (SaaS) and Professional Service Agreement (“Agreement”) by and between the Davenport Group USA, Ltd. (“Davenport”) and the City of Brentwood, a municipality of the state of Tennessee (“Client”) for the acquisition of the right to use Davenport’s LAMA SaaS Solution (“LAMA” or “Software”) and professional implementation services (“Implementation Services”) for the configuration of and training on the LAMA software. By executing this Agreement and the attached SaaS Cost Proposal (“Cost Proposal”), the Client agrees to terms set out herein and in that Cost Proposal.

Term. Davenport shall make the SaaS Subscription available to the Client pursuant to this Agreement and the associated Cost Proposal during the Subscription Term. The Subscription Term begins when the Client is given access to the LAMA software. The Implementation Services under this agreement shall begin on the date this contract is signed by both parties and continue consistent with the Milestones (Appendix C), as amended. The Implementation Services shall end when the Client completes the Go-Live event. After that date, any professional services are part of the SaaS Subscription services and covered under the Support and Maintenance Policies.

SaaS Subscriptions. SaaS Subscriptions are purchased as user subscriptions for a selected number of modules and may be accessed by no more than the specified number of users. Additional user subscriptions may be purchased during the subscription terms at the same pricing as set out in the initial cost proposal. Any additional user subscriptions shall terminate on the same date as the initial subscription users. User subscriptions may be reassigned in the event a user no longer requires the user subscription.

Implementation Services. These are one-time services.

Professional Implementation Services. Implementation Services set out in the Cost Proposal are based on the number of modules, users, predicted cases, test plans, integrations, data migrations, persons being trained, and the perceived complexity of every one of the above. Adding significantly more modules, users or cases, or functionality will probably increase the costs of services in the Cost Proposal.

Information Needed for Configuring the Software. The Client shall provide all information necessary for Davenport to configure LAMA, including but not limited to:

1. Current fee structures and methodologies relating to the modules selected.
2. Current case types, workflow processes, dependent and tracked details and related information for the modules selected.
3. Microsoft Word Templates for all forms, letters and other similar documents to be generated in LAMA, along with the identification of changeable copy.
4. Microsoft Excel Templates for all reports to be generated in LAMA.
5. Completed examples all reports to be generated in LAMA.
6. Completed examples of all current forms, letters and reports used by the Client relating to modules selected.
7. Completed examples of applications submitted by citizens or contractors.
8. GIS layers and/or shape files for Addressing, Parcels, Streets, Political Jurisdictions.

9. Table of Permitted Uses and Dimensional or Bulk Standards in an MS Excel table format.
10. Any code provisions that the Client desires to have added to the inspections or code enforcement sections in LAMA in a Microsoft Excel format.
11. Responses to questionnaires submitted by Davenport.

Client Responsibilities

Client understands that timely completion of the Project is dependent upon the timely cooperation of Client in providing information to Davenport that it needs to complete various tasks in the Project.

If this Project involves data migration as set out in Exhibit B, Davenport shall write a program to migrate the data from your existing system. Client shall provide Davenport with a Data Dictionary. Client will not change the database format or schema, after it has been submitted.

If the Implementation Services involve designing custom forms and reports as set out in Exhibit B, if the Client changes the forms and/or reports after Client has submitted them and Davenport has configured them, then any changes in implementing the forms or reports by Davenport is an addition to the Implementation Services costs under this Agreement.

The implementation process may require Davenport to produce case packets and/or tests plans for many of the case types entered into LAMA. The parties anticipate that some of these case packets may need modifications and the test plans may not pass during user acceptance. If the case packets need substantial modifications and/or the test plans do not pass, Davenport shall make changes to the documents, and resubmit them to the Client at no cost to Client. Client shall review and accept or reject them within one week, with an explanation or correction if they are not accepted. If the Client takes no action within the allowed time for review, then the lack of response from Client shall constitute Client's approval of the document. If the Client substantially changes the workflows or details in the case packet or test plan after Client has passed them, then Davenport's redesign, testing, and documentation effort related to these changes, are an addition to the Implementation Services costs under this Agreement.

Future Functionality. Client acknowledges that this purchase is not made contingent upon the addition of any future functionality or features.

Indemnification. Davenport shall indemnify, defend and hold harmless the Client from and against any claims, based upon infringement of any United States copyright, trademark or patent by the Software. Client agrees to notify Davenport of any such claim promptly in writing. Client agrees to cooperate fully with Davenport during such proceedings. Davenport shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, Davenport may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

Client agrees to indemnify, defend and hold harmless Davenport from and against any claims by a third party alleging that the Client's data violates the privacy rights of a third party or violates applicable law. Davenport agrees to notify Client of any such claim promptly in writing. Davenport agrees to cooperate

fully with Client during such proceedings. Client shall defend at its sole expense all proceedings arising out of the foregoing.

Insurance. Davenport shall at its own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an “occurrence” basis. The insurance requirement shall remain in effect throughout the term of this Agreement:

1. Workers Compensation as required by State Law.
2. Commercial General Liability Insurance - \$1,000,000.00 business liability coverage, \$2,000,000.00 general aggregate limits.
3. Professional Liability Insurance - \$1,000,000.00 limit. Professional Liability insurance shall be in force for twelve (12) months from commencement date.

All policies are to be written through companies duly approved to transact that class of insurance in the State of Client and placed with carriers with a Best rating of A or better. Client, its officers and agents, shall be endorsed as an additional Insured under Davenport’s General Liability Insurance. Davenport hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against Client, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies. Davenport shall provide Client with evidence of Certificates of Insurance promptly upon request by Client. Davenport may replace any of its policies with equivalent policies providing it promptly notifies the Client of the substitution and provides evidence of Certificates of Insurance for the replacement if requested. Davenport shall not modify any policies by reducing the coverage below the minimum terms provided for above. Davenport shall not create a lapse in insurance coverage.

Cloud Hosting Service Level Agreement. Davenport shall select for the Cloud-hosting service a provider recognized for delivering and providing quality Cloud-hosting services. Davenport proposes to use Microsoft Azure for these services. For specifications see Microsoft Azure SLA.

Annual Support and Maintenance. Davenport shall provide the Client with support and maintenance services in accordance with the Support and Maintenance Policies which are attached in Appendix F.

Responsibility for Data. Client is responsible for the accuracy, quality and legality of its Data and the means by which it was acquired. It shall validate for correctness all outputs and reports. Davenport shall have the sole responsibility for backing-up the files. Davenport shall provide the Client with an export or a backup of the current database upon demand. With the exception of one export or backup upon termination of the contract, Davenport may charge the Client for the costs in extracting and delivering an export or backup of the database to it. Davenport shall decide whether an export or backup is appropriate.

Unauthorized Access and Use. The Client shall use reasonable efforts to prevent unauthorized access to or use of the SaaS Subscription, and shall notify Davenport promptly in the event it is aware of any unauthorized access or use. Client shall not make the SaaS Subscription available to anyone other than

the users. It shall not sell, resell, rent or lease the SaaS subscription to any third party. It shall not use the SaaS subscription to store or transmit infringing, libelous, or unlawful or tortious material, or to store or transmit the material in violation of third party privacy rights. It shall not use the SaaS subscription to store or transmit malicious code. It shall not use the SaaS subscription to attempt to gain unauthorized access to the SaaS subscription or their related systems of networks.

Fees. Client shall pay all fees specified in the executed Cost Proposal. Fees are of two types – those described as one-time costs and those described as annual or reoccurring. The former is mostly for Implementation Services and the latter for Subscription Services. If Davenport determines that the number of users or modules exceeds the contracted amount, this agreement and associated Cost Proposal may be automatically increased to reflect the additional users or modules. Fees for user subscription added in the middle of a monthly period shall be charged for the full month period and the monthly periods remaining in the subscription term. Fees for implementation services per the Cost Proposal are based on milestones completed (including data migration and integrations).

The cost of professional services, as set out in the Cost Proposal, do not include travel costs. Client agrees to reimburse Davenport for reasonable travel costs incurred by it in servicing this Agreement.

Davenport shall invoice the Client in accordance with the Cost Proposal. Invoiced charges are due 30 days from the invoice date. Any fees set out in the Cost Proposal do not include taxes. The parties are not aware of any State or City sales or use taxes or other similar taxes that would apply to this services contract.

Unless stated otherwise in the Cost Proposal, all fees are in United States dollars.

Payments and Disputes. If payments are not received by the due date, then, Davenport may at its discretion add a late fee of 1.0% on any outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date due until the date paid, and/or a rebilling fee of \$35.

If any amount owing under this agreement is more than 30 days overdue, Davenport may suspend the SaaS Subscription and Implementation Services until the amount is paid in full. Davenport shall not charge a late fee, accelerate the payments or suspend the SaaS Subscription or Implementation Services while the Client is disputing the applicable charges in good faith and is cooperating diligently to resolve the dispute.

Ownership of the SaaS Subscription and the LAMA Software. Davenport reserves all rights, title and interest in the SaaS Subscription, any help and training materials, the implementation (configuration) study, case packets, data migration models, and test plans, including all related intellectual property, copyright and trademark rights. Davenport hereby gives the Client a license for the above during the time in which this contract is in effect, including during periods of annual maintenance.

Ownership of Client Data. Davenport has no right, title or interest in the Client's Data. Client grants Davenport a non-exclusive license to use its data, forms and reports for purpose of completing the services contemplated. Davenport shall protect the security, confidentiality and integrity of the Client's Data.

Performance. Davenport warrants that the SaaS Subscription shall perform in about the same manner as demonstrated and that the functionality shall be consistent with the proposal, user guide and selected features list. Sometimes in the process of adding new functionality some existing functionality must be deleted. To that end, Davenport reserves the right to make reasonable modifications to the feature set. Davenport warrants that it has title to the LAMA Software. Client's rights for breach of warranty shall be as set out below in the section addressing termination for cause. Except as provided in this paragraph, neither party makes any warranties of any kind, whether express or implied, and each party disclaims all implied warranties, including those of merchantability and fitness for a particular purpose. Client must report any deficiencies in Implementation Services in writing within 10 days from the invoice addressing the milestones for services completed. For any breach of the above warranty, the Client's exclusive remedy shall be to have the service performed again. If Davenport is unable to do so, Client shall be entitled to recover the fees paid Davenport for the deficient service(s) only. Davenport shall not be liable for any consequential or incidental damages arising from any professional services. Davenport's liability with respect to any single incident arising out of this agreement shall not exceed the amount paid by the Client in the 12 months preceding the incident.

Renewals and Termination. User Subscriptions shall automatically renew for an additional one year subscription term unless the Client gives notice that it will not renew at least 45 days prior to the end of the term. Assuming the number of users or modules, or the amount of services has not changed, the price for the renewal year shall be the same as the prior year plus an amount equal to the change in the CPI for the prior year. Davenport may increase the amount for the renewal year beyond the above only if it gives the Client 90 days notice prior to the term's expiration, states the new rate and explains why the increase is needed. Either party may terminate this agreement for cause upon 30 days written notice to the other party of a material breach provided that breach remains substantially uncured at the end of said 30 days. If a party becomes the subject of bankruptcy or process related to insolvency, it shall be considered a material breach. In addition, Davenport may terminate this agreement in the event the Client fails to make payment within 30 days after receiving notice that the payment is overdue. In the event that the Client terminates this agreement for cause, Davenport shall refund to the Client any prepaid subscription user fees covering the remainder of the term.

On termination, Davenport may immediately disable and discontinue the Client's access to and use of the SaaS Subscription without further notice. Within 30 days, the Client shall destroy any documentation acquired pertaining to the SaaS Subscription and the LAMA program, and Davenport shall export the Client's data in the service and ship it or email it to the Client in digital format.

Designated Representative. The designated representatives for each party shall be the individual who signs the contract on behalf of Davenport and the Client. The Project Managers for the project shall be Molly Booth for Davenport, and Paul Keltner for the Client. The Project Managers shall be responsible for the day-to-day operations of the system, including system maintenance, systems problems, trouble-shooting, professional services delivery and performance.

Notices. All notices shall be in writing. Except for notices of termination, emails shall be considered “in writing.” Billing notices shall be sent to the Client’s project manager unless another person is designated for receiving these notices.

Applicable Law. Applicable law and jurisdiction is that of the state of Tennessee.

Binding Arbitration and Litigation. The parties agree that if a claim for breach of contract or warranty arises which they are unable to resolve that they shall submit the same to binding arbitration. The parties agree to select an arbitrator with a technical background from a recognized mediation professional or firm. Notwithstanding the above, in the event that this matter is litigated, each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this agreement.

Amendments. Any amendments to this agreement must be in writing.

Anti-Corruption. The Client certifies that it has not received or been offered any illegal payment or gift from Davenport or any of its employees or persons acting on our behalf in connection with this agreement.

Assignment. This agreement is not assignable without the consent of the other party. Consent shall not be unreasonably withheld or delayed.

Export Compliance. The SaaS Subscription and other technology that Davenport makes available to the Client may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U. S. Government denied-party list. Each party shall exercise diligence to ensure that access is not granted to entities in violation of those laws.

Liability for Acts of Third Parties. Neither party shall be obliged to indemnify the other for acts or omissions of third parties.

Force Majeure. Neither party shall be liable for any failure of performance or equipment due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, etc.

Independent Contractors. The parties are independent contractors.

Equal Opportunity Employer. Davenport affirms that it is an equal opportunity employer, and that it does not discriminate in hiring on the bases of race, creed, sex, or national origin.

Fee Calculations. LAMA Software includes fee calculations. These calculations are subject to classifications that are peculiar to the Client's processes and logic and are extremely sensitive to user control. Davenport is not in a position to determine if any of the fees are correctly determined. The Client agrees that it shall always check the fees to ensure that they are accurate before taking any action based on them. Davenport shall not be liable for any mistakes in fees.

Interpretation of Documents, Order of Precedence. All Appendices are hereby incorporated into this document by reference as if fully set out therein. The parties recognize that in creating this document from a complex process of requests and submissions, the Agreement with all its exhibits and supplemental documents, particularly Proposal and Request for Proposal (RFP), may include some conflicts in terms, provisions and language. In resolving those conflicts, it is the intent of the parties that subsequent Modifications to the Agreement take precedence over the Agreement; that the Exhibits to the Agreement, exclusive of the Proposal and RFP, take precedence over the rest of the Agreement; that the Agreement takes precedence over the Proposal and RFP; and, that the Proposal takes precedence over the RFP.

Appendices. This agreement includes the following appendices which are incorporated herein.

- Appendix A. Scope of Work.
- Appendix B. Cost Proposal.
- Appendix C. Schedule and Milestones.
- Appendix D. Davenport Rate for Services and Travel Costs.
- Appendix E. Minimum Specifications for Client Workstations and Mobile Tablet/Phone App.
- Appendix F. Support and Maintenance Policy

Agreement as Offer

This Agreement shall be valid only if it is signed by both Client and Davenport, and a signed original has been received by both parties.

Davenport

The Davenport Group USA, Ltd.
651 W Terra Cotta Ave., Ste 231
Crystal Lake, Illinois 60014

Dated: _____

By: _____

Jerry P. Davenport, President

Client

City of Brentwood, Tennessee
700 North Garden Street
Brentwood, Tennessee 38401

Dated: _____

By: _____

Title: _____

A. Appendix A – Scope of Work

The Scope of Work shall be as set out herein and in Exhibit B and may include:

1. Pre-Configuration Study Services.
2. Implementation (Configuration) Study. A high-level document which identifies the major elements necessary for configuring the LAMA software.
3. Installation and Setup. The installation of the LAMA software on the Client server or the Cloud-Hosted server.
4. Data Migration: GIS and Addressing Database. The migration of the GIS data and the Addressing database into the LAMA software.
5. Analysis of Forms and Reports. The analysis of forms and reports to identify data points and checklist items that need to be added to the LAMA software.
6. Case Packets. A document that identifies the details, workflows, reviewers, forms to be generated by LAMA for most case types to be entered into the LAMA software.
7. Configuration. The entering of the details and settings necessary to implement the LAMA software.
8. Forms and Reports. The configuring of the forms and reports designed by the Client and/or redesigned by Davenport.
9. Test Plans. The documents prepared by Davenport and which attempt to prove the successful configuration of the Case Packets.
10. Data Migration: Other Sources. The migration of the other databases as identified in the Cost Proposal into the LAMA software.
11. Training Materials. Materials prepared by Davenport for the Training of Client users per the Cost Proposal.
12. Training. The training by Davenport of the Client's users
13. Go-Live Assistance. Assistance provided by Davenport to Client's key users on going-live on the software.

B. Appendix B – Cost Proposal

See Cost Proposal in Proposal itself.

C. Appendix C – Schedule and Milestones.

Both parties agree that they will make every effort to attempt to stay on the following schedule. Start date will be adjusted to begin the week after the contract is executed.

[illegible]

D. Appendix D – Davenport Rate for Services and Travel Costs.

Rate Sheet

Effective July 1, 2017

<i>Position</i>	<i>Amount (per hour)</i>
Division Chief – Software Development	\$200.00
Division Chief – Functional Processes	\$176.00
Section Chiefs	\$148.00
Mobile Team Development Lead	\$148.00
Web Team Development Lead	\$148.00
Senior Business Analyst	\$148.00
Senior Project Manager	\$136.00
Documentation and Training Specialist	\$136.00
Support Specialists	\$136.00
Project Manager(s)	\$124.00
Configuration Specialist(s)	\$124.00
Foreign Language Consultant	\$124.00

Note: These are our hourly rates for custom work or additional services. Some proposals may have somewhat lower rates reflecting efficiencies and/or more extensive scopes of work. Support services for clients that are not on annual maintenance are set at 150% of the above rates.

Travel Costs (per person)

Airfare	Simple reimbursable. Economy with bag check.
Parking	Simple reimbursable based on charges from airports.
Auto Rental	Simple reimbursable for mid-size auto plus gas charges.
Vehicle Miles	\$0.54 / mile (does not apply to auto rental)
Lodging	Simple reimbursable, usually at Marriott Courtyard or similar motel/hotel.
Food	Per diem at \$65 per day (\$15 breakfast; \$20 lunch; \$30 dinner)

E. Appendix E – Minimum Specifications for Client Workstations, Mobile App and Bluebeam Revue Integration

Workstations. Client workstations can connect to the Cloud LAMA using a web browser or the onlama.com cloud desktop client. The onlama.com desktop client is recommended for users adding or printing documents, due to the Drive and Printer redirection functionality of the desktop client. For browser access, Chrome, Firefox, Safari, Edge, and IE 11 are supported. For the onlama.com cloud desktop client, Windows 7 or later is recommended. Onlama.com cloud desktop client installations are also available for iOS, Android, Linux, and Chrome.

Android Mobile Tablet/Phone App. The requirements for interfacing with LAMA Server from a tablet/phone are very basic. Communications can be connected or disconnected mode. The recommended specifications for mobile devices to run the LAMA Android App are Android 4.4 OS or newer and a 4G wireless data-plan. Older versions of the Android OS will still work, but some features may not be supported. Wireless data plans are also not required because the App stores all its data locally. It features a manual sync function that can be invoked whenever the user is connected to a Wi-Fi network to synchronize data with the server. The App is also designed to run on a tablet or mobile phone. Recommended devices include Nexus devices and Samsung Galaxy S10.

Requirements	Minimum	Recommended
Operating System	Android OS 4.4	Android OS 6.0 or higher
Hard Drive	8G minimum	16G or greater
Screen Size	Designed for 7" or less	Works on any screen

Bluebeam Revu Markup Integration. LAMA's Plan and Development Review Markup integrates with 3rd Party Software, namely Bluebeam Revu. The Cost Proposal addresses the integration of LAMA with the Bluebeam software. The Proposal does not include the cost for copies of Bluebeam Revu which the Client will need to purchase directly from Bluebeam. Typical costs are under \$300 per seat.

F. Appendix F – Support and Maintenance Policies.

1. Services

Support and Maintenance services include the following:

- Maintain the LAMA solution in good working order and properly functioning to handle its intended use.
- Provide the Municipality with phone and email support in the use of LAMA solution, its components, and its configuration.
- Provide the Municipality with quality level of support and confidence in both the software solution and our ability to provide timely and accurate resolution to any issues or questions.
- Provide the Municipality with software Error fixes and any major updates of LAMA, including existing documentation, help materials, user manuals, and tutorials for new functionality.
- Provide the Municipality with new data Reports at its request.
- Provide the Municipality, upon request, with one day of on-site services, subject to customer paying travel costs, which are a simple reimbursable.

2. Definitions

Term	Definition
Davenport	The Davenport Group USA, Ltd
Municipality	The Municipality currently under a maintenance and support agreement with Davenport on behalf of whom the ticket was submitted
SR	Service Request
PM	The Davenport Project Manager for the Municipality
SDC	The Davenport Software Division Chief
ADL	The Davenport Application Deployment Lead
LSS	Lead Support Staff
RTD	Required Ticket Details - Stage, Deployment Location, Release Version, etc.

3. Terms of Service

- The Municipality is to provide Davenport with VPN or equivalent form of remote access to Davenport Application and Web Servers and access to the production database.
- Davenport reserves the right and ability to patch and update the LAMA software applications.
- Davenport performs all database and application updates required by the software.
- Davenport is responsible for maintaining daily database and system backup policies and procedures.
- Davenport is responsible for maintaining server operating systems, network infrastructure, and network security.
- The Municipality is required to designate as a point of contact a representative with decision-making authority.
- SRs are processed solely and exclusively through Davenport's eTicket system.
- The Municipality help desk will provide first level support to the Municipality's users of the Services.
- Any new software modules implemented constitute a change in scope and may incur additional fees.
- Any new data migration sources constitute a change in scope and may incur additional fees.
- Any new 3rd party integration requirements constitute a change in scope and may incur additional fees.
- Custom code not tested and accepted by Davenport is outside the scope of this Agreement.
- The Municipality will provide and coordinate specifications for 3rd party integration from independent vendors and ensure a timely response to requests from Davenport.
- For new Report request, or modifications to an existing Report, the Municipality agrees to provide notice to Davenport with the new report template in Microsoft Excel at the time of the request.
- New Parcel, Owner, or Address Update Request, require 30 business days for Davenport to program, test, and deploy the data update.

4. Service Requests

Sources

Phone Calls. Phone calls that are received via our 800 number (800-640-0373) are routed throughout our organization and will be picked up and responded to by the next available person.

Calls placed by the Municipality to a staff person's direct line or cell phone are not subject to the response times defined herein (Table 4.1). That individual may be out of the office, in a meeting, traveling, or unavailable, and will respond to the Municipality at the first available opportunity.

Web Submissions. SR submissions via the eTicket website will be answered by the next available person or the LSS.

Email Submissions. SR emails sent directly to a Davenport staff person's email are not subject to the response times defined herein. However, the individual will use best effort to respond to the email within the provided response times defined in Table 4.1. If the individual is on-site with another Municipality, away from the office, in meetings, or otherwise unavailable, he or she will respond to the Municipality at the first available opportunity.

Municipality Priority

The Municipality will classify SRs into High, Medium and Low Priority. The Municipality is to reserve High Priority for SRs related to errors with existing functionality in the software solution that are preventing the Municipality from substantially performing important required daily activities. Low priority items are for issues that are not related to current fundamental functionality of the software or do not substantially affect the required daily use of the program. Examples of the later are a product enhancement request, the presence of a command button that is no longer working but doesn't prevent anyone from doing their work, or the mislabeling of a text box. Davenport will use the Municipality Priority level as a preliminary indication of the severity of the ticket.

Davenport Response

Responses to SRs submitted via the toll-free support line or eTicket website are to be provided to the Municipality within 30 minutes (see Table 4.1). It is the responsibility of Davenport to categorize the SR according to Table 4.1.

All SRs submitted via the toll-free support line and eTicket website, between the hours of 7:00 AM CST and 7:00 PM CST, Monday through Friday, should be responded to in accordance with Table 4.1. High Priority SRs outside of those hours shall be addressed as expeditiously as practical. Other SRs outside of those hours should be handled immediately by the LSS at the start of the next business day.

It is the responsibility of the responder to create an eTicket for SRs when the Municipality has not created an eTicket.

Davenport Categorization

Davenport is responsible for reviewing the nature of the problem, the priority assigned by the Municipality and determining how to classify the issue. Response times for SRs submitted via the toll-free support line or eTicket website are set out in Table 4.1. The following classifications exist for categorizing SRs:

Table 4.1

SR Category	Description	Response Time	Remedy Time*
Error Fix			
Critical	Errors in existing, important functionality without a work-around, which prevent the Municipality from performing required daily activities	30 min	4 hrs
Significant	Errors in existing, important functionality, which has a work-around or does not prevent the Municipality from performing required daily activities	4 hrs	10 days
Minor	Error in existing functionality which are neither Critical or Significant	1 day	TBD
Configuration	Requests for changes to the current configuration of the implemented solution in the Municipality's environment.	1 day	TBD
Feature Request	Requests for additional functions, features, or enhancement to software or solution components	1 day	TBD
Forms and Reports	New form or report request (errors in existing forms or reports are handled as Error Fixes)	1 day	30 days

Documentation	Request for additional software documentation	1 day	30 days
Inquiry	A question about the software not related to an immediate action item request to Davenport.	1 day	TBD

**Best effort should be given to resolve or remedy the issue within the given timeframe.*

Davenport responder is responsible for assigning the SR a Category.

Error Fix

Until such time as a Davenport Categorization is assigned, the responder will stay on the call, or pass the call, with an explanation to one of our other tech staff with more expertise in the subject area.

Critical Error Fix: This is top priority until the matter is resolved, or a workaround established. For Critical Error Fixes under which Davenport has control and authority to remedy, best effort will be provided to resolve the issue within target timeframe and to stay on the SR until such time as a resolution is in place.

Significant Error Fix: SRs identified as Significant are deemed a priority and receive best effort to identify an immediate path to resolution, taking precedence over Minor Error Fix SRs.

Minor Error Fix: Minor Error Fixes shall be investigated and best effort provided to identify a path to resolution. Staff will attempt to resolve based on current resources, update schedules, and other SR priorities.

Note: If the SR is related to hardware or software that is not maintained by Davenport, the Davenport PM will consult with the Municipality to identify a path to resolution. These issues are typically referred to the Municipality's Information/Technology (IT) department or may require the Municipality's approval to resolve.

Configuration Requests

SRs involving configuration changes to the currently installed solution on the Municipality's environment are classified as a Configuration Request. A Configuration Request does not involve issues related to errors or new functions being added to the system. Examples of Configuration Requests are altering a case workflow, updating a fee calculation, or requiring new data entry points on a case. All configuration changes must be approved by the Davenport PM and the Municipality PM. Substantial configuration change requests may incur additional costs.

Feature Requests

SRs will be classified as a Feature Request if a resolution will involve adding features or functions which are not currently part of the solution. SRs involving requests for future functionality are assigned to the Davenport PM. The PM coordinates with the SDC and ADL where they are prioritized, and a determination made if they should be addressed and within what timeframe. The PM, SDC, and ADL weigh several factors into consideration, including the impact and integration into the overall software design and architecture, the impact of the change on existing functions and other municipalities, the documentation and training required to support the change, the development time required to implement, test, and deploy the change, and many more factors. No promises are made that a Feature Request will be implemented, or, similarly, will be implemented by a specific time. Although Davenport has a schedule for releasing upgrades and determining what matters will be included, it is always possible that planned functionality may not pass final testing or might otherwise be deleted from a release at the last minute. If the Municipality desires particular Future Functionality, it is encouraged to enter into a contract with Davenport to add that functionality and not rely that it will be added at a future release.

Forms and Reports

Forms and Reports SRs are for the design of new forms, new reports, or the customization of an existing form or report. The Municipality has the responsibility to provide a Template at the time of the SR for any new form or report request. Forms and Reports SRs maybe subject to a \$200.00 Development and Design fee.

Documentation

SRs requesting new documentation on software or features therein may be subject to additional fees.

Inquiry

Inquiry-related SRs are typically questions and answers communicated through SRs on the eTicket site. These SRs are largely void of action items to be performed by Davenport.

Resolution

When a matter has been resolved, the Municipality will be notified that the SR has been resolved. Upon resolution, the SR may be closed or Davenport may wait for a Municipality response. Please note that the Municipality's response to an SR or SR notification will reopen a closed SR. Davenport will make a best effort to ensure the Municipality is comfortable and understands the resolution and/or any implications or conditions outlined in the SR resolution.

Escalation

In the event that the Municipality is unhappy with the progress being made on a SR, the matter may be referred to the SDC or CEO.

Revision Date: January 31, 2018

Effective Date: January 31, 2018

13. Insurance Requirements

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/04/2019		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER  Ted Orzechoskie State Farm Insurance Agency 6207 Northwest Highway Crystal Lake, IL 80014		CONTACT NAME: Ted Orzechoskie PHONE (A/C No., Ext.): 815-455-5444 FAX (A/C No.): 815-455-4067 E-MAIL ADDRESS: ted@agenttado.com PRODUCER CUSTOMER ID#:				
INSURED DAVENPORT, JERRY DBA THE DAVENPORT GROUP USA, LTD 651 W TERRA COTTA AVE STE 231 CRYSTAL LAKE IL 60014-3401		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company NAIC # 25143 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> ROL <input type="checkbox"/> SGLT <input type="checkbox"/> LOC	Y Y	93-BJ-G279-1	07/28/2019	07/28/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ex-occurrence) \$ 300,000 MED. EXP. (Any one person) \$ 5,000 PERSONAL & AD&V INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y Y	D169844-808-13E	08/28/2019 02/28/2020	02/28/2020 08/28/2020	COMBINED-SINGLE LIMIT (Ex-occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under SPECIAL PROVISIONS below)	Y N Y N A C	93-B3-H374-7 F	07/28/2019	07/28/2020	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule if more space is required) (1) Additional insureds: North Slope Borough, its officers, employees and agents. (2) Coverage is considered primary and non-contributory per the policy terms and conditions with respect to Commercial General Liability. (3) Workers' Compensation/employer liability- Waiver of subrogation in favor of the North Slope Borough.						
CERTIFICATE HOLDER		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 Ted Orzechoskie				

ACORD 25 (2009/09)

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14. Notice of Deviation

We have presented two cost proposals for our LAMA Solution – one for a client server-based application and the other for a SaaS in-the-Cloud application. Our objections apply to both.

Page 6. Section 8. Non-Compliance with Proposal.

We will not agree with the language you are proposing as it conflicts with our remedy section.

See Proposed Contract entitled “LAMA SaaS and Professional Services Agreement,” page 63.

Page 13. Paragraph VI.

This is not really an objection but a clarification.

LAMA is a desktop server-based application with an integrated web-server component and an integrated mobile phone app. The server application has been structured to run efficiently in a web browser, but it is not a native web browser solution. Users, including contractors and citizens, will be able to initiate and complete their entire plan submission and review process online. The structure of our application has been selected to emphasize robustness and speed.

The web module and its functionality available to external users free of charge. (Not sure what is meant by external Development Community users, but as long as we are talking about the web module, it should not be a problem for any user.)

The LAMA Public Web and its pages and functionality are totally integrated into the LAMA desktop and mobile applications.

15. Required Documents

Exhibit A

Exhibit B

Appendix A

Solution Objectives

A. Exhibit A

EXHIBIT A

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 Illinois

County of McHenry

Affiant, Jerry P. Davenport, deposes and makes oath that:

(printed name of person signing Affidavit)

1. He or she is the President of The Davenport Group USA, Ltd. (Owner or Authorized Partner, Officer, Representative or Agent of Owner) The Davenport Group USA, Ltd. (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.

Jerry P. Davenport
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed to before me this 4th day of September, 2019

My Commission Expires: Oct 1 2020



B. Exhibit B

IRAN DIVESTMENT ACT REQUIREMENTS

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

CERTIFICATION

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


Signature


Date

Jerry P. Davenport
Printed Name

President
Title

The Davenport Group USA, Ltd.
Name of Firm/Company

C. Appendix A

APPENDIX A

The following checklist shall be completed and returned with the proposal indicating the features offered by each respondent. Any features not offered by an individual respondent shall be clearly explained in the proposal

SPECIFIC SOFTWARE FEATURES SOUGHT BY THE CITY OF BRENTWOOD

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>YES</u>	<u>NO</u>
SYSTEM REQUIREMENTS SOUGHT BY THE CITY			
a.	Free unlimited lifetime support and training. <i>Comment: We offer both client-hosted and in-the-cloud services (SaaS). Client Hosted: First year free maintenance, support and training included. Subsequent years subject to annual maintenance. SaaS: Support and training is included with subscription. There is a fee in the first year and every year thereafter, based on the number of users. Failure to pay the fee under a SaaS agreement will result in your not having a program.</i>		x
b.	As part of the subscription the vendor will provide software enhancements free of charge when released. <i>Comment: First year included. Beginning year 2, as long as the City is under yearly maintenance.</i>	x	
c.	System uses only standard internet protocols (HTTPS) for communication.	x	
d.	System requires no additional connections (e.g. point-to-point routers, etc.).	x	
e.	System requires no additional software connections (e.g. VPN, Citrix, etc.). <i>Comment: Not required for the program standard operating procedures to work but recommended for support.</i>	x	
f.	Requires no dedicated data lines.	x	
g.	Proactive hardware and infrastructure monitoring and maintenance.	x	
h.	System is tolerant of temporary internet disconnections.	x	
i.	Is accessible from any internet connection, including wireless connections.	x	
j.	Requires no client-side installation or changes to local workstation security. <i>Comment: We require client to install msi program if local installation. We recommend client install Parallels if in the cloud. No local workstation security changes required.</i>	x	x
k.	System must use Microsoft SQL Server 2016 or higher.	x	
l.	System requires no browser plugins (e.g. Silverlight, ActiveX, Java). Written in HTML 5 language.	x	
m.	Provides schedule of all upgrades and service packs with at least 30-day notice as part of the subscription. <i>Comment: Only major upgrades. Simple bug fixes, no.</i>	x	
n.	Provides detailed and summary documentation of all new features and changes prior to upgrade.	x	
o.	All data is property of the City regardless of where it is hosted, should the City and the vendor ever separate all data will be returned to the City within 14 days.	x	

p. Provides proactive notification to staff of service pack updates, scheduled maintenance, etc.	x
q. Single Sign On (SSO) using Active Directory Integration, preferred.	x
r. Data must be maintained indefinitely, unless otherwise approved in writing by the Planning and Codes Director.	x
s. Provides hyperlinks for end-users to easily access Customer Support, User Voting Portal, Release notes etc. <i>Comment: We don't have a User Voting Portal.</i>	x
t. Integration/compatibility with Bluebeam Revu - review, markup and editing software providing the ability to email comments to applicant;	x
u. Conversion of all TrakIt data currently hosted on City servers <i>Comment: We have migrated data from TrakIt on several occasions.</i>	x
v. Software must contain audit controls and reporting mechanisms and communicate with the City financial software ERP (GEMS). The selected system shall transmit financial transactions to the City's financial software preferably via existing web service (see GEMS Integration Technical Standards document).	x
w. System shall provide for use of the existing nomenclature for permits – Permit prefix, year, month, permit number, example BP1907-0001	x
x. Ability to add multiple photos or videos from the field via a smart phone/tablet	x
y. Software should be able to provide time and cost tracking functionality.	x

ADDITIONAL REQUIREMENTS FOR THE SOFTWARE

a. User centric design allowing custom dashboards enabling each user to customize their screens and layouts with ability to save user configured settings.	x
b. Vendor must provide unlimited custom reports as requested at no additional cost. <i>Comment: We never charge extra for forms and reports.</i>	x
c. System must provide the ability to configure, add new fields, and the ability to immediately run reports against the new fields created without requiring technical support or knowledge of SQL or Crystal Reports. <i>Comment: We have ad hoc report query and writing. We use Microsoft Word and Excel as our report writer.</i>	x
d. System must provide a portal for citizen, contractor, applicant access, easily configured to meet permit requirements and allow customers to see real time status updates on inspections, plan/project reviews, and other related activities	x
e. System allows administrators to see real-time the status of each reviewer's progress and status	x
f. System allows citizens and contractors to apply for permits online	x
g. The system shall provide the ability to pay permit/project review/submittal fees at the time of initial submission of an application or as determined by staff;	x
h. The system's payment portal shall be PCI Compliant, and the vendor must provide a listing of all existing credit card payment portal solutions. Integration with Invoice Cloud credit card payment solution is the City's preferred solution. PCI Compliance verification must be provided for chosen credit card payment solution.	x

Comment: We use USAePay at no charge to you. We have used Authorize.Net as a payment portal numerous times in the past. This has a minor charge. Using Invoice Cloud should not be a problem but there will be an associated cost for the integration. See itemized cost section.

- | | |
|---|---|
| i. System allows for the creation of sub permits (e.g. building permit with a mechanical permit | x |
| j. System generates permits on paper and in PDF form; | x |
| k. Software can easily email permits and inspections from the system. | x |
| l. System shall provide different fee structures based on the permit type. | x |
| m. Staff can edit, delete, or create new permit types or processes as needed without technical support from the vendor. | x |
| <i>Comment: Program has controls (or permissions) as to who can do what in our LAMA software. City to assign an ADMIN person.</i> | |
| n. Varying levels of access and the ability to assign and/or change user security level access freely within the system, without direct Vendor contact. | x |
| <i>See above comment.</i> | |
| o. System provides a centralized calendar for scheduling inspections; | x |
| p. System allows inspections to be added, removed, or rescheduled as needed | x |
| q. System allows a variety of file formats to be uploaded and attached to all modules for review/tracking/documentation (e.g. pdf, jpeg, docx, XLS, etc.); | x |
| r. System allows multiple staff to be assigned to one complaint. | x |
| s. System provides staff the ability to see a history of all previous complaints, permits, and inspections on a property | x |
| t. System tracks deadlines for follow up and organizes staff comments; | x |
| u. System provides a link to the Tennessee Department of Commerce tracking appropriate certifications and licenses as required for the type of contractor. | x |
| <i>Comment: Assume that this is a database or other file that can be integrated with.</i> | |
| v. Ability to customize software interface. Including the ability to define terms, groups, designations and allocations as needed, without limitation. If the software is upgraded for any reason, all data and any customer specific customizations shall be maintained. | x |
| w. Ability to store, maintain, edit, and populate forms and letters. Ability to modify stored forms and letters in-house, without direct contact to Vendor. | x |
| <i>Comment: All forms, reports, letters, etc., are done in Microsoft's Word and Excel.</i> | |
| x. Method for preventing duplicate permits/projects/codes violation cases, etc. | x |
| y. Reporting software shall export all fields into a CSV or XLS/XLSX file, preferably as a simple data file with one-row headers; | x |
| z. System tracks deadlines for follow up and organizes staff comments | x |

GEORGRAPHIC INFORMATION SYSTEM REQUIREMENTS

- | | |
|---|---|
| a. Ability to integrate seamlessly via ArcGIS Server Map services, Version 10.6.1 or higher | x |
|---|---|

- | | | |
|----|--|---|
| b. | System must accurately link locations to GIS database. System must be able to integrate GIS database records directly to images on a map via the City's ArcGIS Server map services, Version 10.6.1 or higher
<i>Comment: LAMA is a GIS-based program. We are ESRI partners and developers and have been since 1996.</i> | x |
| c. | Software integrates with GIS application for property verification and display via Rest services from ESRI | x |
| d. | Software provides GIS access from any device without additional fees or licensing | x |

D. Solution Objectives

Section V, Solution Objectives, was taken from your RFP. LAMA meets and will exceed your objectives. It is a highly configurable solution that can be in-the-cloud (SaaS) or installed on your server. LAMA comes completely and professionally configured by us, the creators of the software, to fit your needs.

ITEM	DESCRIPTION	YES	NO
Plan Review Objectives			
a.	Reduce the storage space and time required to physically manage paper copies of site/building plans.	x	
b.	Enhance communications between and amongst reviewers and developers who are in different departments and/or locations.	x	
c.	Decrease processing cycle time and/or number of review cycles to submit and review permit requests, building plans and site plans.	x	
d.	Establish a cost-effective process for maintaining and configuring the solution over the long term as new and changing requirements emerge. <i>Comment: Highly configurable software to grow and change with Brentwood.</i>	x	
e.	Bluebeam compatibility allowing inspector review markup, editing and comment of electronically submitted plans. <i>Comment: Seamless integration with Bluebeam and LAMA.</i>	x	
f.	Allow a citizen access portal for on-line tracking of permit requests.	x	
g.	Create a virtual one-stop-shop for applicants to securely and electronically submit and manage plans and associated files (photos, videos, GIS maps, CAD drawings, text documents, electronic forms, etc.) required for a plan review application.	x	
h.	Allow applicants to pay permit review fees online.	x	
i.	Allow for on-site intake scanning/processing for smaller development proposals that may not have the capabilities to submit plans electronically	x	
j.	Implement a multi-format document viewer and comment toolset that provides architectural drawing markup capabilities and revision tracking for audit trails of all review activity.	x	
k.	Dashboard functionality to allow users to monitor the status of review tasks and track the completion against scheduled due dates.	x	
l.	Enable the flexibility to define the permit/project review workflow and notification process based upon the requirements for each individual project.	x	
m.	Support mobile access (smartphone or tablet) to review documents, enter comments and complete inspections.	x	
Permitting Objectives			
a.	Dashboard functionality to allow users to monitor the status of review tasks and track the completion against scheduled due dates.	x	
b.	Enable the flexibility to define the permit creation and management workflow and notification process based upon the requirements for each application.	x	
c.	Reduce the storage space and time required to physically manage paper copies of permits. <i>Comment: LAMA comes with its own document management element.</i>	x	
d.	Enhance communication between and amongst reviewers and developers/inspectors who are in different departments and/or locations.	x	

- e. Allow applicant to submit selected permit requests on-line. x
- f. Ability to create sub-permits and assign permit fees based on permit type. x
- g. Bluebeam compatibility allowing inspector review markup, editing and comment of electronically submitted plans. x

INSPECTION OBJECTIVES

- a. Dashboard functionality to monitor the status of inspections and track the completion against scheduled due dates. x
- b. Enable the flexibility to easily reallocate resources based on defined parameters as needed. x
- c. Support mobile access (smartphone or tablet) for inspection staff, to view documents enter comments and complete reviews. x
- d. Enhance communication between and amongst reviewers and developers/inspectors who are in different departments and/or locations. x
- e. Create a virtual one-stop-shop for applicants to securely and electronically submit and manage inspection requests and results. x

PROJECT OBJECTIVES

- a. Dashboard functionality to monitor the status of project reviews and track the completion against scheduled due dates. x
- b. Enhance communication between and amongst reviewers, and applicants /developers who are in different locations. x
- c. Create a virtual one-stop-shop for applicants to securely and electronically submit and manage project requests and view result. x
- d. Support mobile access (smartphone or tablet) for staff, applicants and Planning Commission members to view documents enter comments and complete reviews. x
- e. Bluebeam compatibility allowing reviewer markup, editing and comment of electronically submitted plans. x

CODE ENFORCEMENT OBJECTIVES

- a. Dashboard functionality to monitor the status of code enforcement activities and code violations and track the compliance against scheduled due dates. x
- b. Support mobile access (smartphone or tablet) for staff, and citizens to view documents enter comments and complete reviews. x
- c. Allow citizens to submit Code enforcement complaints on-line. x
- d. Functionality to allow creation of Code violations letters using data pulled from an application or property record. x

LICENSE MANAGEMENT OBJECTIVES

- e. Dashboard functionality to track and monitor the status of architect, engineer and contractor licensing to ensure current licenses are maintained. x
- f. Provide connection to The Tennessee Department of Commerce and Insurance for license verification. x
- g. Provide the ability for staff, to update licensing data. x

- | | |
|--|---|
| h. Ability to collect fees and receive payments on-line. | x |
| i. Ability to collect fees and receive payments on-line. | x |

16. Introduction to LAMA Software

LAMA is both windows- and web-based to enable the fullest possible functionality. Our solution uses an open architecture environment and continues to leverage the latest versions of .NET and ESRI technologies, ensuring our clients never end up with an outdated software solution. LAMA can be client-hosted or “in-the-Cloud.”

Our data is stored in commonly named tables and fields in SQL Server, allowing you to access this business-critical data from external solutions, such as Microsoft SharePoint, Content Manager, OLAP data mining, or ArcGIS, to name a few. The open data model allows you to build other business-oriented solutions, applications, and reports around the database, or easily share data with other departments and outside agencies. The entire architecture was designed to ensure interoperability with your data, no matter what future solutions you choose to implement.

Our software solution consists of a GIS-based, .NET windows application, a SQL Server database, XML web service layers, web applications, Windows NT Services and an Android mobile phone/tablet app. This Service Oriented Architecture (SOA) has many advantages over traditional applications, including isolating the application security context, automating workflow, independently monitoring the database without user interaction, and allowing windows-based applications to communicate with the database over HTTP through the web services layer for full mobility.

Since our solution is founded on Microsoft technologies, it integrates seamlessly with other Microsoft applications such as Word, Excel, and Outlook. Our solution integrates a broad range of functions and features including:

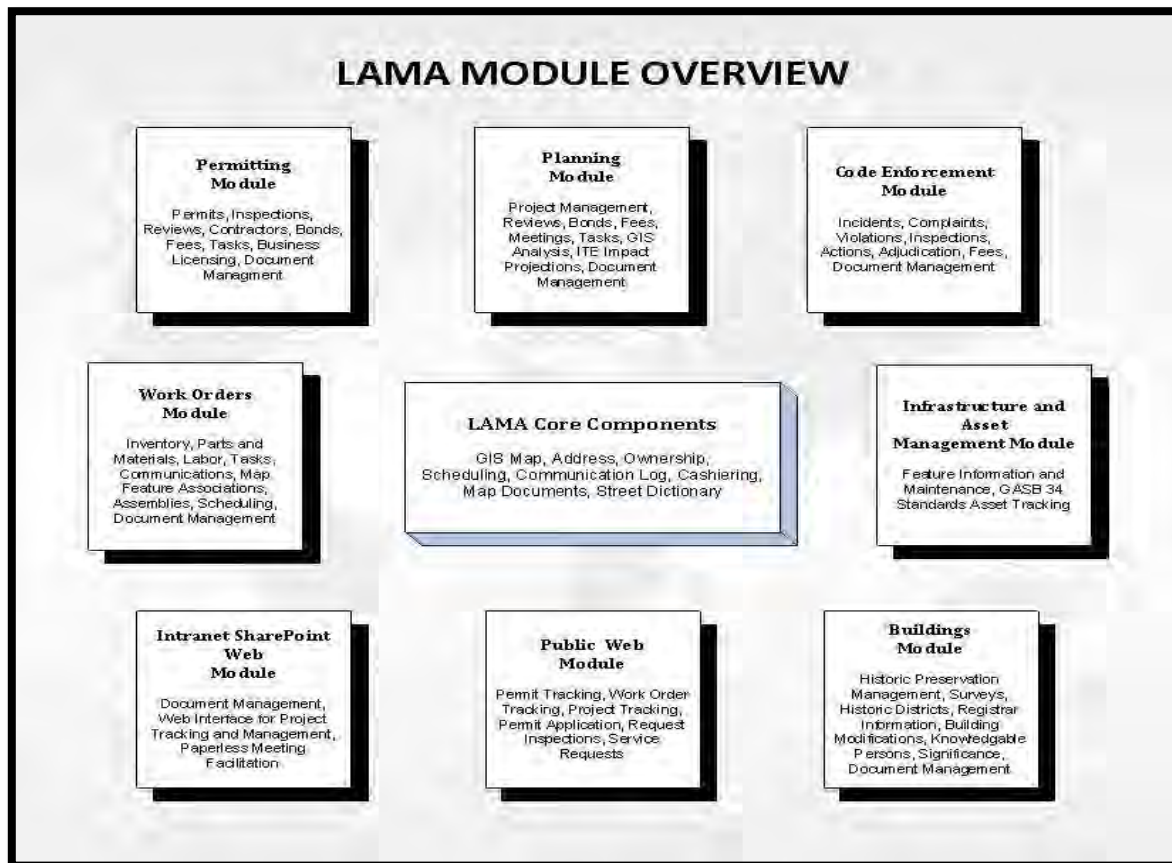
- GIS Mapping
- Permitting
- Inspections
- Planning and Projects
- Development Review
- Code Enforcement
- Adjudication
- Business Licensing
- Historic Preservation
- Redevelopment
- Scheduling
- Communications
- Addressing

We can use your County's GIS layers or shapefiles for your base map, street centerline and constraints. We can use your addressing or the GIS addressing, or a combination. We will connect your Assessor's database to the base map to identify property owners. We can also connect to other sources such as Water or Sewer Billing records. These layers will form the backbone of your system.

- Windows and Web-based
- SQL Server Databases
- SharePoint Integration
- Mobile Mode
- Exchange Server Integration

- Contacts (Owner, Tenants, Managers)
- Integration with Other Programs
- Mobility
- .NET Object Model and Web Services SDK
- Email Notification Service
- Microsoft Exchange Synchronization
- Microsoft SharePoint Extensions
- Infrastructure and Asset Management
- Work Orders

Effective January 2015, we have added connected and disconnected Mobile Tablet/Phone App functionality. This application allows users, mostly inspectors, to take LAMA in the field to map and complete inspections with near full access to LAMA Software information.



A. GIS Mapping

LAMA's mapping component is a fully functional GIS leveraged on ESRI technologies. It contains the most common GIS tools found in ArcGIS desktop and other standard GIS applications. Tools provided in the mapping component consist of buffering, measuring, identifying, spatial selections, comprehensive zoom functions and many more. In addition, we have integrated many complex tasks into one user-friendly menu. (The down arrows below open up more menus, e.g., for Showing, Creating, and Selecting Permits, Incidents, Planning Projects, etc.)



The Map provides quick visual reference for data. It can combine features with attributes, for example, showing all infrastructures scheduled for inspections during the next two weeks, or any pending projects in an area. In addition, the Map gives a useful frame of reference using map layers, such as Municipal Limits, Zoning, Subdivisions, or nearby infrastructure. Aerial photography easily can be turned on and off as needed.

One instance of the Map's GIS capabilities is that the user can quickly calculate the amount of impervious surfaces (building floor areas, parking, etc.) and convert that area to land treatment coefficients for export to storm drainage models, whether a Rational Model or HEC-HMS model.

The Map fully supports ESRI's GIS file formats. The GIS element facilitates complex analysis in our software, including impact analysis and projections. The mapping component in LAMA Software also presents a cost-effective way to distribute GIS data.

LAMA's Map Documents element, which our users call our "drill-down" tool, enables the user to view in one window a list displaying every permit, incident, planning project, and every document associated with a parcel or address.

B. Addressing and Ownership

LAMA Software is based on a solid Addressing Management element. Standardized addressing information is essential to managing searchable quality data. Our solution includes a Street Dictionary that provides quick and reliable Address Management functions and ensures a standardized database. This Addressing foundation ensures that permits, projects, reviews, inspections, business licensing, and emergency response will function with superior reliability.

- **Standardized Database with Street Dictionary**
- **Link to County Parcel Data and Utility Billing Data**
- **Send Automated Notifications that Comments Are Due**

In the event that the local government receives its addressing and ownership components from outside sources, typically County GIS and parcel data, it can be readily brought in and updated, and even modified in LAMA. Correct and updated ownership and tenant information is vital for optimal efficiency

and will facilitate timely notifications to property owners and responses to citizen complaints.

C. Planning, Projects & Development Review

LAMA Planning, Projects & Development Review elements address projects initiated by the municipality, as well as those begun by the private sector or another public or quasi-public entity.

Project areas can be composed of parcels in the GIS, or you can draw your own area and, if necessary, modify it later. Project boundaries are spatial and can interface with other features, so you can determine the amount and percent of impervious surfaces, land uses, wetlands, floodplain and zoning in the project area.

LAMA keeps track of project details, such as the size of proposed developments (land uses, number of dwelling units or floor areas, lots, parking spaces), and tasks assigned to various persons (determine the significance of the wetlands, search for prior zoning petitions). LAMA will project rough impacts on schools, roads, parks, etc.

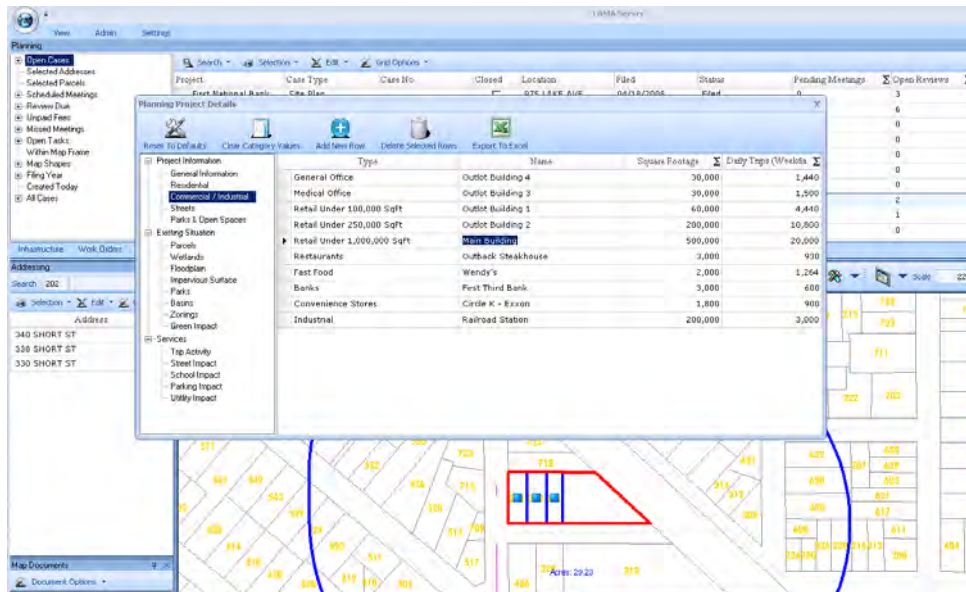
The module also provides the mechanisms for submitting, reviewing and approving comments. Templates facilitate the quick submittal of comments. Comments of one staff member or department can be viewed by other professionals or departments with appropriate viewing rights. Comments can be modified and turned into conditions of approval. They can be marked as Resolved when satisfied. Participants can be sent automatic notifications of comments due, to keep the review process moving smoothly.

LAMA manages document submittal, classifying them and keeping track of which ones are active. Reviews by outside agencies can be added as documents, or imported from Excel documents into the LAMA review template. The status tracking section indicates how long the project has been in the municipality's hands, under review, or in the developer's hands for corrections, additional studies, etc.

The module's robust functionality also includes methods for scheduling and managing meeting materials. Checklists can be tied to events. Iterative routines can be inserted on-the-fly. LAMA will warn the user if a change will exceed the deadline. Our Administrative section provides the means to customize all the related codes and dropdown lists to your needs.

- ✓ **Map Amendments**
- ✓ **Special/Conditional Uses**
- ✓ **PRDs/PUDs**
- ✓ **Preliminary Plats**
- ✓ **Zoning Text Amendments**
- ✓ **Critical Area Changes**
- ✓ **Engineering Projects (I, II, III)**
- ✓ **CDBG Projects**

- ✓ **Submit, Review & Approve Comments**
- ✓ **Templates for Standard Comments**
- ✓ **Notification of Comments Due**
- ✓ **Robust Document Manager**



Bluebeam Revu Integration (Optional)

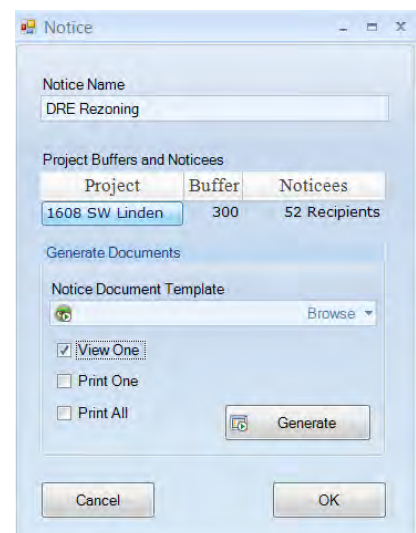
As of December 2014 we offer our clients integration with Bluebeam Revu in both Permitting and Planning and Development Review. With Bluebeam Revu users can markup drawings in that program adding comments associated with features or items on the drawing. The comments can be flattened in LAMA with its integration with Bluebeam Q, and automatically inserted into LAMA where LAMA's Development Review element will prepare the information for dissemination to the developer, property owner, boards, etc. The digital files can be distributed by the applicant where they can be digitally edited and resubmitted. LAMA offers complete plan and development review – what is added with Bluebeam is the ability to do markup and have the markups integrated into LAMA.

Automatic Buffer for Adjoining and Nearby Property Owners

LAMA's Letter Generator can quickly generate notices or letters to adjoining or nearby property owners within "n" feet of a feature (e.g., several parcels proposed for rezoning). It is similar to Microsoft's mail merge, but quicker and easier to use. Our software developers created many more similar sweet tools to enhance the program's functionality, while making required tasks easier to do.

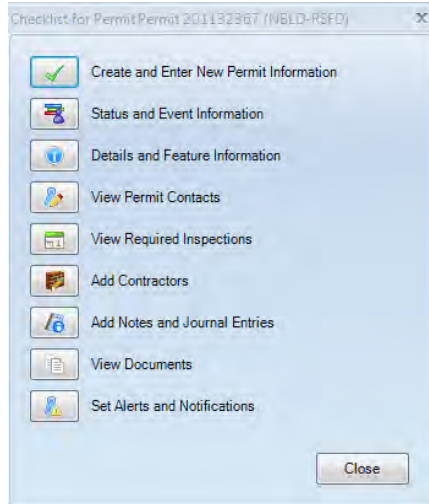
Agenda Builder

Our Planning module has an Agenda Builder which allows the project manager to print an agenda with all items before the Board, along with a short summary of what those items are about.



D. Permitting and Inspections

Our permitting module is innovative, comprehensive and easy-to-use. LAMA's workflow wizard steps the user through the permitting process. LAMA Software auto-populates applicant information from



the Contacts element and contractor license status from Business Licensing. It manages complex checklists and brings each department into the review process. It manages time, events, meetings, reviews, and documents.

Every type of permit (building, zoning, curb cuts, grading, erosion control, health, fire, signs) has templates which collect critical information. The Permitting module also allows the municipality to track any information related to a permit without having to configure custom fields.

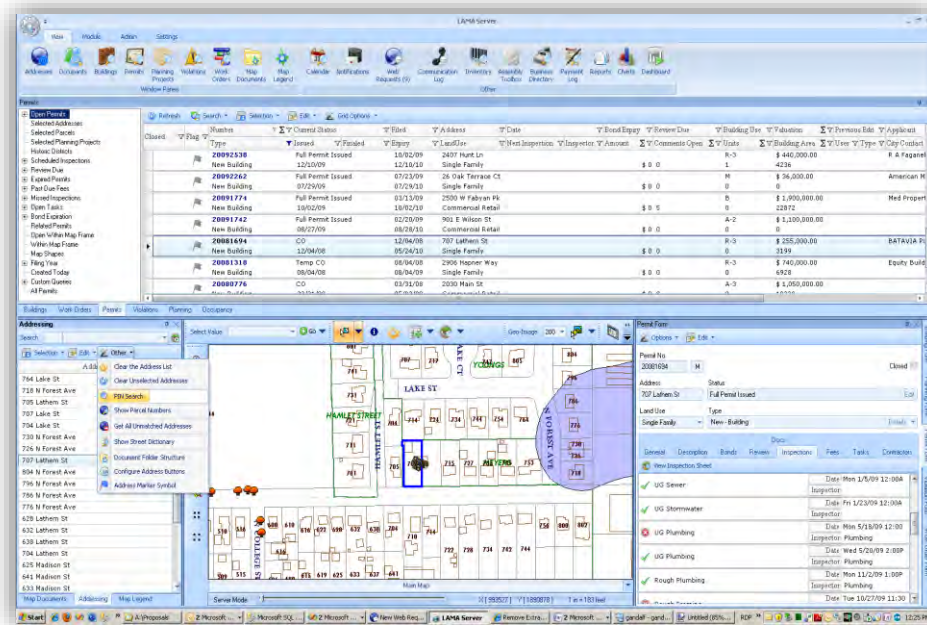
Administrators can quickly add new data collection requirements from the Administrative Codes section of LAMA Software.

Complex permit fee calculations are easily handled, including subdivision-based or special service area based impact fee schedules. Fee payments are tracked through the integrated Cashiering Module, which can be queried by pay codes dates, address, etc.

LAMA will generate your many forms and reports, such as a permit application form, certificate of occupancy, erosion control permit, driveway cut permit, permit issued by type, etc. LAMA's Letter

Generator can quickly generate letters to permit applicants or property owners within "n" feet of a feature (e.g., several parcels proposed for rezoning). LAMA will generate reports in Microsoft Word, Excel, and Adobe PDF. LAMA's Community Development Suite comes with more than a hundred standard reports. Users can also create their own custom forms and reports using the thousands of key words we have developed. We offer our clients many free custom reports. Report writing is also included in annual maintenance.

- ✓ **Templates Stub Out Inspections for Type Permit**
- ✓ **Outlook Style Calendar Integrated with Exchange**
- ✓ **Master and Subs (Shopping Centers, Condos)**
- ✓ **Complex Fee Calculations (Even GIS Layer-based)**
- ✓ **Quick But Detailed Field Entry Inspection Forms**
- ✓ **Templates for Health Dept. (Wells, Septic, Food)**
- ✓ **Templates for Engineering (Curb Cuts, Grading)**
- ✓ **Standard Reports (# Permits, Values, Time)**



LAMA has hundreds of pre-built queries that allow the user to find all open permits, permits that are over 180 days old, permits issued in the last 30 days, etc. Users can also create their own custom queries with our on-the-fly query builder, and these can be added to the tree for future use.

Permitting Inspection Window

Inspections can be viewed/scheduled by “Grouping,” meaning a grouped set of inspections that are usually scheduled and inspected together. Inspections can also be viewed by “Classification” (i.e. all the Preliminary, Rough, Final, etc.), or by their “Status” (i.e. Unscheduled, Scheduled, Passed, Failed, etc.). When a new permit is created in the system, it is assigned a default list of required inspections and divisional reviews based on the permit type.

Permit Inspections						
Grouping Classification Status Options Add Delete Schedule						
All Inspections	Type	Status	Date	Inspector	Correction Items	Notes
Unscheduled	UG Prepour	Unscheduled	6/21/2011 8:00 AM	Ben Davenport	0 Items	0 Notes
Scheduled	UG Electric	Scheduled	6/21/2011 8:00 AM	Ben Davenport	0 Items	0 Notes
Passed	UG Mechanical	Scheduled	6/21/2011 8:00 AM	Ben Davenport	0 Items	0 Notes
Failed	UG Plumbing	Scheduled	6/21/2011 8:00 AM	Ben Davenport	0 Items	0 Notes
Canceled	Projection	Scheduled	6/14/2011 8:00 AM	Ben Davenport	0 Items	0 Notes
	Foundation	Failed	6/09/2011 8:15 AM	Ben Davenport	1 Item	0 Notes
	Footing	Passed	6/09/2011 8:00 AM	Ben Davenport	0 Items	0 Notes
	Poured Concre	Unscheduled			0 Items	0 Notes
	Rough Electric	Unscheduled			0 Items	0 Notes
	Rough Gas Pip	Unscheduled			0 Items	0 Notes
	Rough Mecha	Unscheduled			0 Items	0 Notes

An integrated calendar provides inspectors and schedulers with a user-friendly scheduling interface. Inspection templates determine what inspections are required for what permits, determine an order to the inspections, and allow for easy mark-up in the field. LAMA includes selections from many model codes, including the IRC, IBC, NEC, IPC, IMC US Food Code, etc. Users can add correction items from their local the codes and create checklists.

Public Web

Our public web module allows citizens to apply for permits, complete details, upload documents, request inspections, track permit status and pay fees on-line, etc.

E. Code Enforcement

The Code Enforcement module allows intake personnel in the office, or the officer in the field, to quickly create a code enforcement incident or case. The intake officers can schedule an immediate inspection of the premises and add it to the integrated calendar. Alternatively, the officer in the field can immediately enter the violation information and inspection data and create a task to be performed in the office, such as sending a notice or issuing a citation. While in the field with LAMA in Mobile Mode, officers can check an address for permits, or view violations on nearby properties or related to the adjacent right-of-way.

- ✓ Automatically Schedule Reinspections
- ✓ Full Hearing Record
- ✓ See Violations in Neighborhood
- ✓ Attach Photos, Documents
- ✓ Mobile Mode

Fees are tracked through the integrated Cashiering element. Any number of actions for code enforcement, such as completing a notice of deficiencies, leaving door hangers, talking to owners, sending notices, issuing tickets, or scheduling administrative hearings can be customized to the municipality's current processes.

Comply By	Abat	Section	Location	Title	Nature of the Violation
05/14/2009	<input type="checkbox"/>	IPMC 304.13		Window, Skylight and Door Frames Must Be Maintained	A window, skylight, door or frame has not been kept in sound condition, good repair and weather tight.
05/14/2009	<input type="checkbox"/>	IPMC 304.4		Structural Members Must Be Maintained	A structural member has not been maintained free from deterioration, or is not capable of safely supporting the imposed dead and live loads.
05/11/2010	<input type="checkbox"/>	IPMC 304.8	Decorative Features on Building Exterior	Decorative Features Shall Be Maintained	The following, being cornices, belt courses, corbels, terra cotta trim, wall facings or similar decorative features, namely _____, have not been maintained in good repair with proper anchorage and in a safe condition.

The system tracks all code-related activity, so even initial inspections not resulting in violations are tracked through the system. Inspection photos, notices, citations, and other documents are managed digitally, providing quick access to them in the future.

The entire module collects all critical information in one place, so the code enforcement officer preparing for an administrative (or court) hearing has all pertinent information collectively in LAMA's document manager. The officer has instant access to every inspection done on the subject property, pictures of the violation, journal entries of conversations, together with a record of remedial actions and dispositions. Not only can the officer look at a history of problems on the property, but because the address is on a GIS system, he can search the map for problems in the right-of-way, or on an adjoining or nearby parcel that might relate to the subject property.

The module allows for the officer to easily add new code provisions or modify existing ones. He or she can create standard fact patterns relating to a provision that can be incorporated into a notice of violation or other document. Officers can use one of our many forms or create their own forms in Microsoft Word or Excel.

F. Business Licensing

The Licensing module shares many of the same features with the Permitting and Planning modules. It uses a workflow wizard to organize the overall process from application to license. It uses an event scheduler with checklists and review prompts, where applicable. Users, with permissions, can place an application on hold or stop a license from being issued. Users can require one or more inspections that need to be passed before a license can be issued. It uses details to manage key pieces of information that are used to set fees and shape policy.

Our business licensing module tracks all appropriate license types, license numbers, certifications, status, etc. In addition, this module stores the insurance, education and licensing information related to each business or contractor. Users can quickly view the contact information of a business or employee facilitating faster communication. One of the key benefits of a normalized contacts database is that a user can quickly view every permit or license that a contractor has worked on and spot problems before they arise.

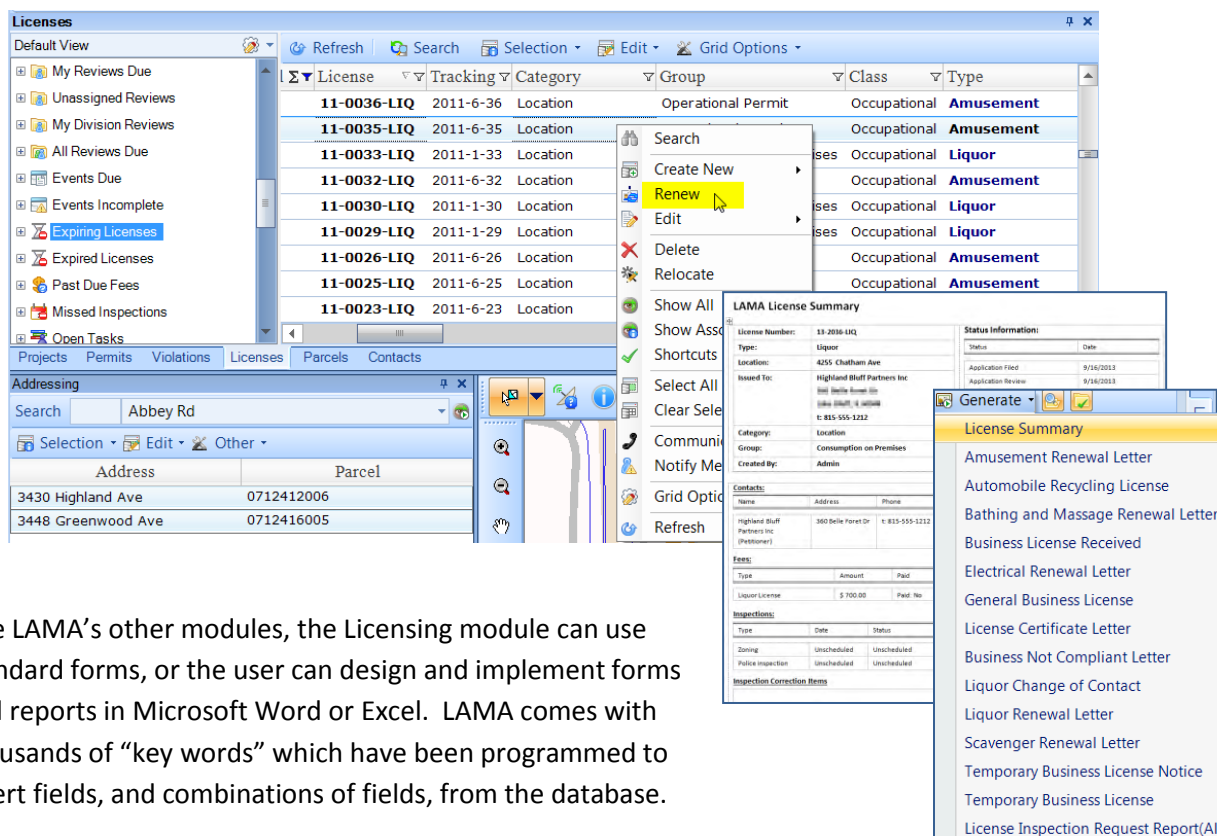
Licenses, in addition to being associated to a person or business, can be location-based or equipment based. The Licensing module can

Number	Type	Issued By	Issued	Expiry
ILL-123-A	General Liability	State Farm Insurance	01/01/2013	01/01/2014

- Restaurants
- Rental Housing
- Taxi cabs
- Contractors

handle contractor licenses from other jurisdictions, business licenses issued by the municipality, licenses for food trucks, horse drawn vehicles, taxi cabs, restaurants, rental housing, etc. Licensing data can be updated from State or Regional databases when available.

The module also allows users to schedule annual inspections, and to automatically track fees and payments. The License module will notify the user that licenses are about to expire; in fact, notices can be sent to all license holders that their license is about to expire in “n” days. Licenses differ from permits in that licenses can be reissued with a couple mouse clicks.



Like LAMA’s other modules, the Licensing module can use standard forms, or the user can design and implement forms and reports in Microsoft Word or Excel. LAMA comes with thousands of “key words” which have been programmed to insert fields, and combinations of fields, from the database.

All LAMA’s modules share a similar structure, look and feel. Users who learn one module are able to navigate another intuitively.

G. Work Orders Module (Option)

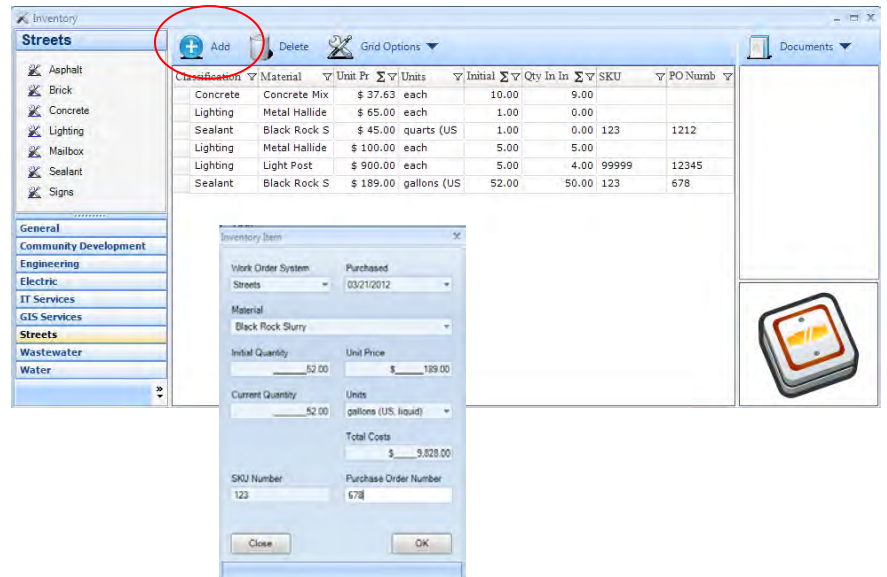
Our Work Orders module has recently been redesigned to meet the ever growing challenges of municipalities, both large and small. The system is user-friendly with a customizable interface. Our work wizards and dialog boxes will step you through the process, allowing you to keep your requests for service and work orders organized better than ever before. LAMA’s Work Orders module integrates your work orders with your infrastructure and manages inventory, while documenting tasks, completed actions, materials used, labor and much more.

LAMA allows the user to associate a work order with any GIS feature, such as a street light, hydrant, manhole, street segment, stormwater line, detention basin. Users can even create their own project area, drawing a polygon or line, or creating a buffer on the same.

Our workflow wizards will step you through all processes, from call for service, to creation of work order, to assignment of tasks, and report on work completed.

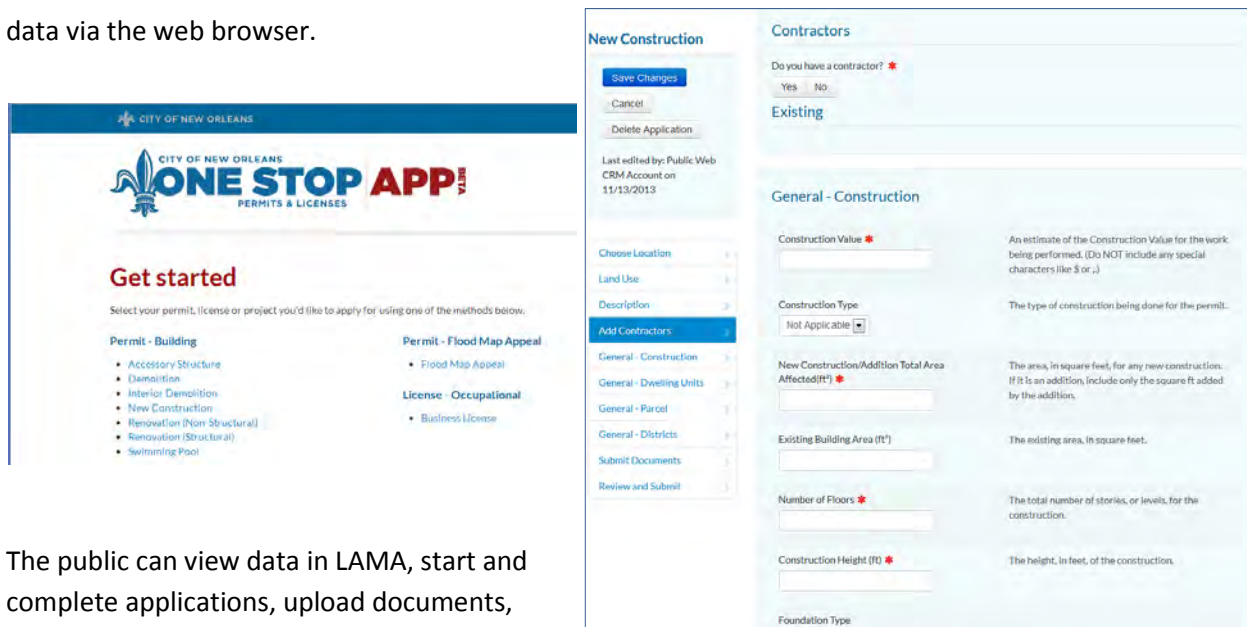
LAMA keeps track of parts, labor, inventory, contractual work and equipment. Users can receive a notification when inventory is low. LAMA's Assembly Toolbox allows the user to estimate costs for a project.

LAMA can calculate the time between when a call for service (work order) was created, when it was assigned, scheduled and completed. Users can update work orders while in the field.



H. Public Web CRM

As part of our solution framework, we provide a web-based tracking application, allowing both citizens and staff to access considerable amounts of data via the web browser.



The public can view data in LAMA, start and complete applications, upload documents, track the status of a plan or project review, place items in a shopping cart, pay fees on-line, report a problem, and request an inspection. In addition, municipal staff can complete inspections in the field, staff from other agencies can upload

documents and submit development review comments, and change statuses. (The ability to make payments on-line requires a payment gateway.) Users can print forms and reports.

Requests made through the public web application are stored in a separate database and do not automatically trigger any updates to main solution databases. In this respect, changes are tentative until they are approved by the appropriate LAMA staff person.

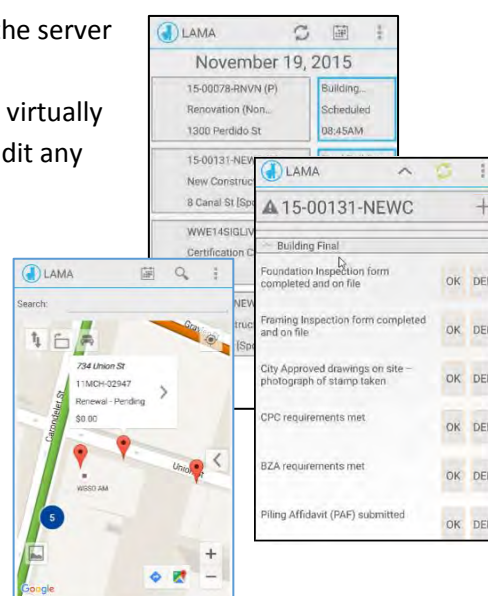
While appropriate staff and board members have unfettered access to all the data in the system, LAMA system administrators can limit public user access to only certain permits or development projects.

I. Mobility

With LAMA's Mobile technology, client computers can connect to the server database, taking the data offsite without the need for an internet connection. While in the field, client computers are able to modify virtually every piece of data in the solution, view and add documents, and edit any information on the server.

LAMA's Mobile Tablet/Phone App allows inspectors to route their inspections for the day, find nearby permits, interface with permits, code incidents and licenses on the server, undertake inspections, including adding correction items, upload pictures and documents, view documents in LAMA on the server, schedule new inspections, etc. Administrators can build code checklists for each inspection type.

The LAMA mobile app runs on all Android devices installed with Android 4.4 or higher.



J. Exchange Integration Service (Option)

Our Exchange Integration Service Module synchronizes calendars between our LAMA application and Exchange. The service leverages CDO objects on the Exchange server. The services provide a push of LAMA events to Exchange, a pull of Exchange events to LAMA, or a full synchronization. Regardless of the method chosen, our services provides for a unified calendar for system user, allowing them to use either Outlook or the LAMA calendar without having to maintain two disparate calendars.

K. .NET Object Model and Web Services SDK (Option)

With the .NET Object Model and Web Services API, the municipality has the object of extending and customizing parts of the application internally. Examples of customization are the creation and definition of new reports, new input and view screens, map buttons and associated tool, and custom notifications categories.

L. LAMA Dashboard

The LAMA Dashboard, shown on the right, provides basic information about all the available LAMA Modules, plus includes rotating chart graphics summarizing activity in the modules. The Dashboard is a useful tool for Administrators looking for trends in business processes.

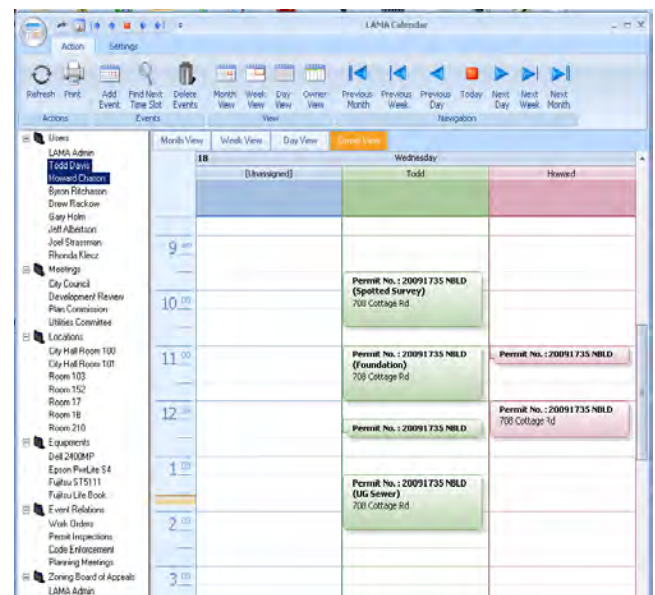


M. Scheduling

Our integrated Scheduling element allows automatic notification of scheduled meetings to relevant parties, quick access to associated documents and supplemental materials, the ability to sort by individual attendee, committee, date, or room, and seamlessly integrates with Exchange/Outlook calendars. The daily schedule can also be printed out for an individual user.

The Scheduler, along with the other Modules and Elements, uses the Office look and feel, making the calendar seemingly identical to the calendar in Microsoft Outlook.

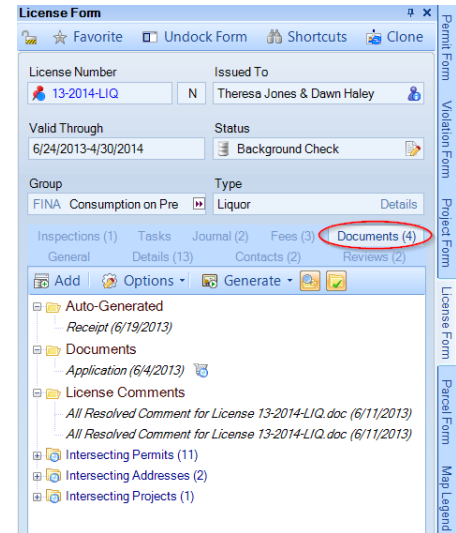
Appointments can be moved from one inspector to another by “drag and drop.”



Inspectors clicking on their inspection appointments are presented with the list of inspections and can automatically view the associated project and inspection data. Likewise, when clicking on a meeting, any associated meeting documents, including those documents related to specific agenda items, such as a development review project, are readily available to the user.

N. Document Manager

Our Document Manager is integrated into every LAMA module. LAMA uses a flat file system by default; however, it also will integrate with SharePoint. LAMA allows the user to establish a folder structure for organization. It allows for documents to be classified as active and inactive, or public, departmental and private. LAMA will read any file that can be read in Microsoft Word or Excel, as well as any file for which you have a viewer or program on your computer. Our drill-down tool allows users to quickly view a list of any files associated with a feature, permit, incident, planning case, work order, etc.

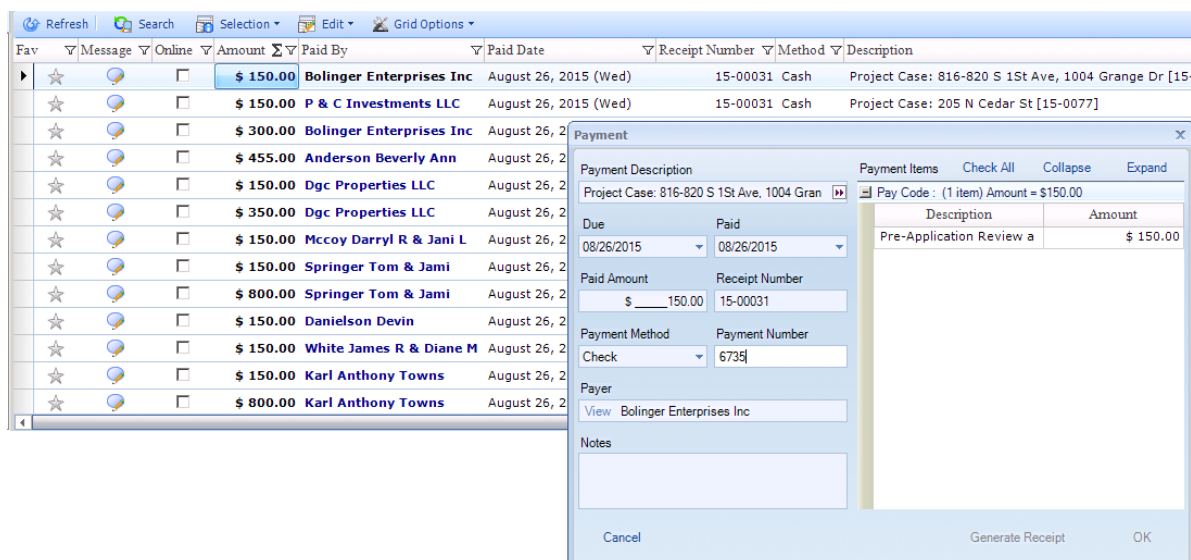


O. Cashiering

The Cashiering element provides the financial integration for all the modules in LAMA Software. Fees collected in the Permitting, Planning, Code Enforcement, Work Orders, or Asset Management modules are cataloged in the Cashiering element.

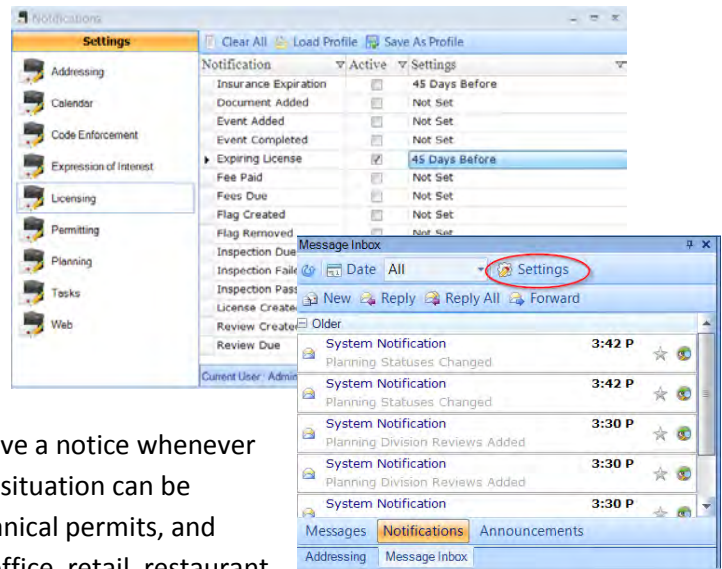
Detailed payment information, including the corresponding financial account numbers of related fees can be quickly queried, viewed, and exported to Microsoft Excel, Quick Books, JD Edwards or other financial software programs. Online payments processed with third-party software can be imported into LAMA.

The payment information log provides receipted information for all items comprising a particular payment, such as the itemization of the individual fees for a permit.



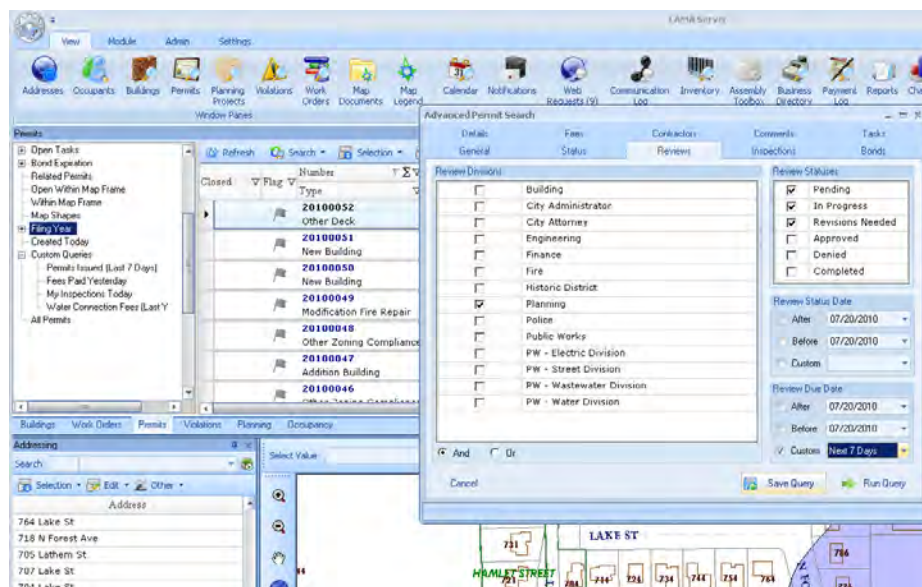
P. Notifications

Our Notification Service can run on any server in the domain. The service monitors the LAMA SQL Server database and sends emails to users based upon the user configuration. We have over 250 different notifications and alerts in LAMA (most of which can be qualified in a number of ways) which integrate and are displayed seamlessly to the user in the software. For example, a user may wish to receive a notice whenever a new permit application is submitted. But that situation can be qualified to include only new electrical or mechanical permits, and that can be further qualified to limit the use to office, retail, restaurant and wholesale. Administrators can define notification roles for users. Notifications can occur immediately, daily, weekly, or monthly. Users can also define ticklers or reminders for permits, planning projects, and virtually every type of object in LAMA.



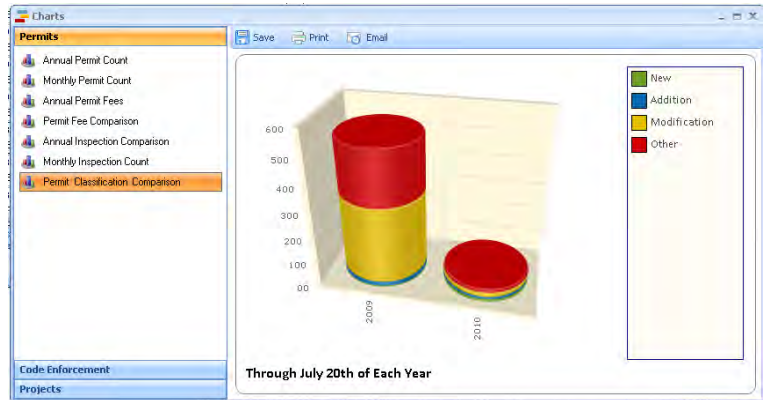
Q. Advanced Searching

All LAMA Modules have an Advanced Search feature which enables the user to perform complex and robust search queries and save those to their profile for future use. Using dynamic search phrases such as “7 Days Back” means that users can save relative timed-based queries, which is advantageous for creating custom workflows for individual users. Users can query any field in the database including wildcard searches. The image below shows the Advanced Search dialog (right) for permits with previously saved Custom Searches, shown in the tree on the left.



R. Forms, Reports, and Charts

All reports generated in our solution framework are output in Word, Excel, or PDF format. All reports and forms required by the municipality will be collected during the Configuration Study and seamlessly integrated into the software solution. The program includes over a hundred standard reports and many charts. Additional forms and reports may be added by the municipality at any time after implementation, as the need arises. Users can create forms and reports using Word and Excel and inserting one or many of our thousands of pre-programmed key words in much the same way that you use Mail Merge.



S. Data Migration and Integration with Other Programs

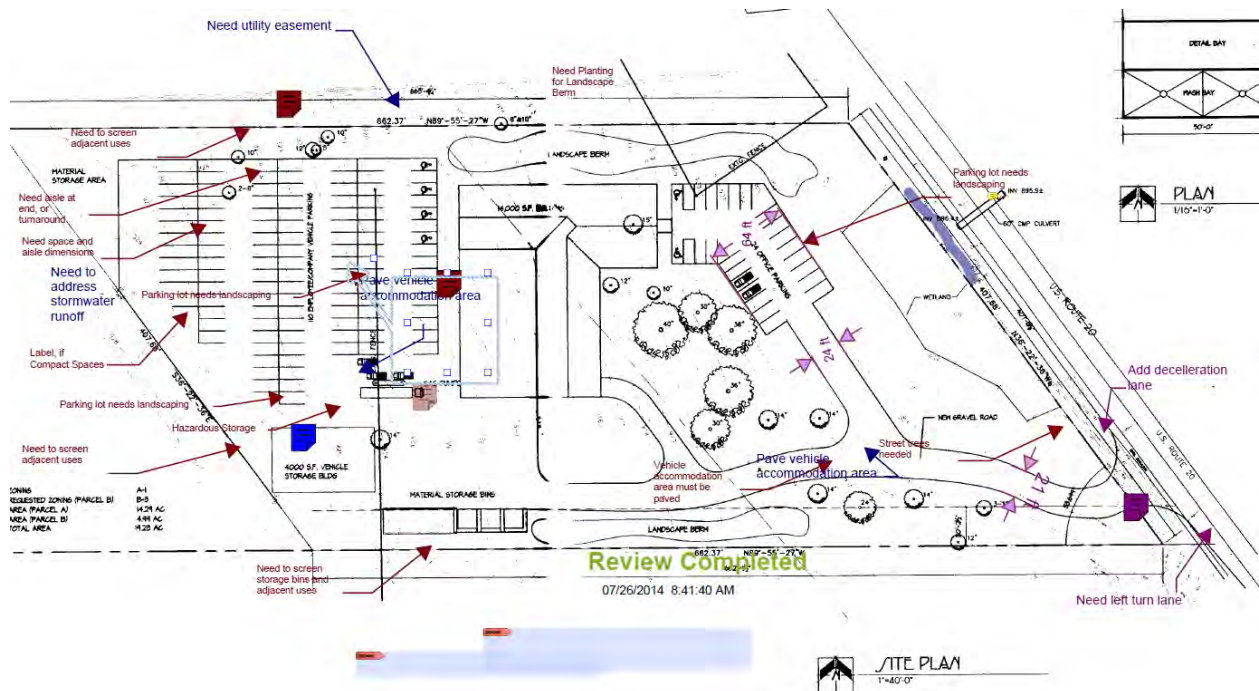
LAMA will read unencrypted data in a broad range of formats, such as Utility Billing, Assessments, and Property Records. In fact, during the last 20 years of intensive data conversion and migration involving hundreds of data migrations and integrations, we have been able to extract data from every program we have encountered where the data was normalized and not encrypted. In order to migrate data, we write a program to bring data residing in your existing programs into LAMA. That program is usually run and rerun a number of times during the process, and sometimes even after we have gone live. We have migrated data from more than a hundred programs.

LAMA can integrate with any number of external programs, including assessment, financial, cashiering, IVR, licensing, and document management programs.

We have written programs that will automatically upload new GIS layers created by other entities, such as Water or Sanitary Sewer layers, or Parcel layers. We also can write data that can be imported by other programs.

T. Plan/Development Review -- Bluebeam Integration

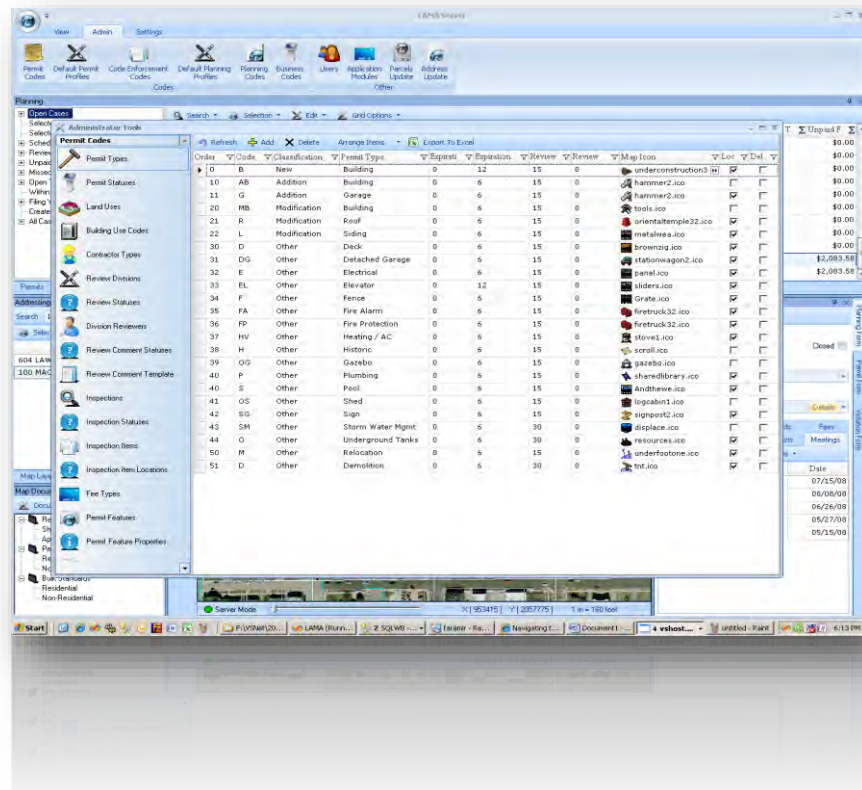
LAMA adroitly handles both Plan Review and Development Review and fully integrates with Bluebeam Revu. Clients who have Bluebeam Q and Revu can markup drawings in Bluebeam Revu and have those comments along with a thumbnail of the area marked on the drawing brought into LAMA's Review template. Users have all the functionality of Revu – they can draw, add comments, compare drafts, add stamps, etc. We recognize that typically many persons participate in the review, each marking up the drawings. LAMA will automatically assemble the markups into one file and flatten the drawing. Below is a sample drawing edited with comments.



U. Administrative

LAMA's Administrative elements, shown below, allow the user to modify the database, determine who has what rights, create templates to guide complex actions, and other high-level tasks, such as changing system codes and lookup values. LAMA's Administrative elements allow the user to control about every aspect of LAMA.

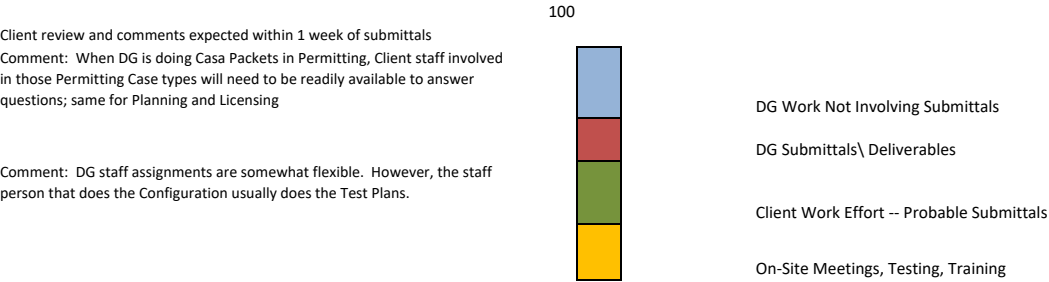
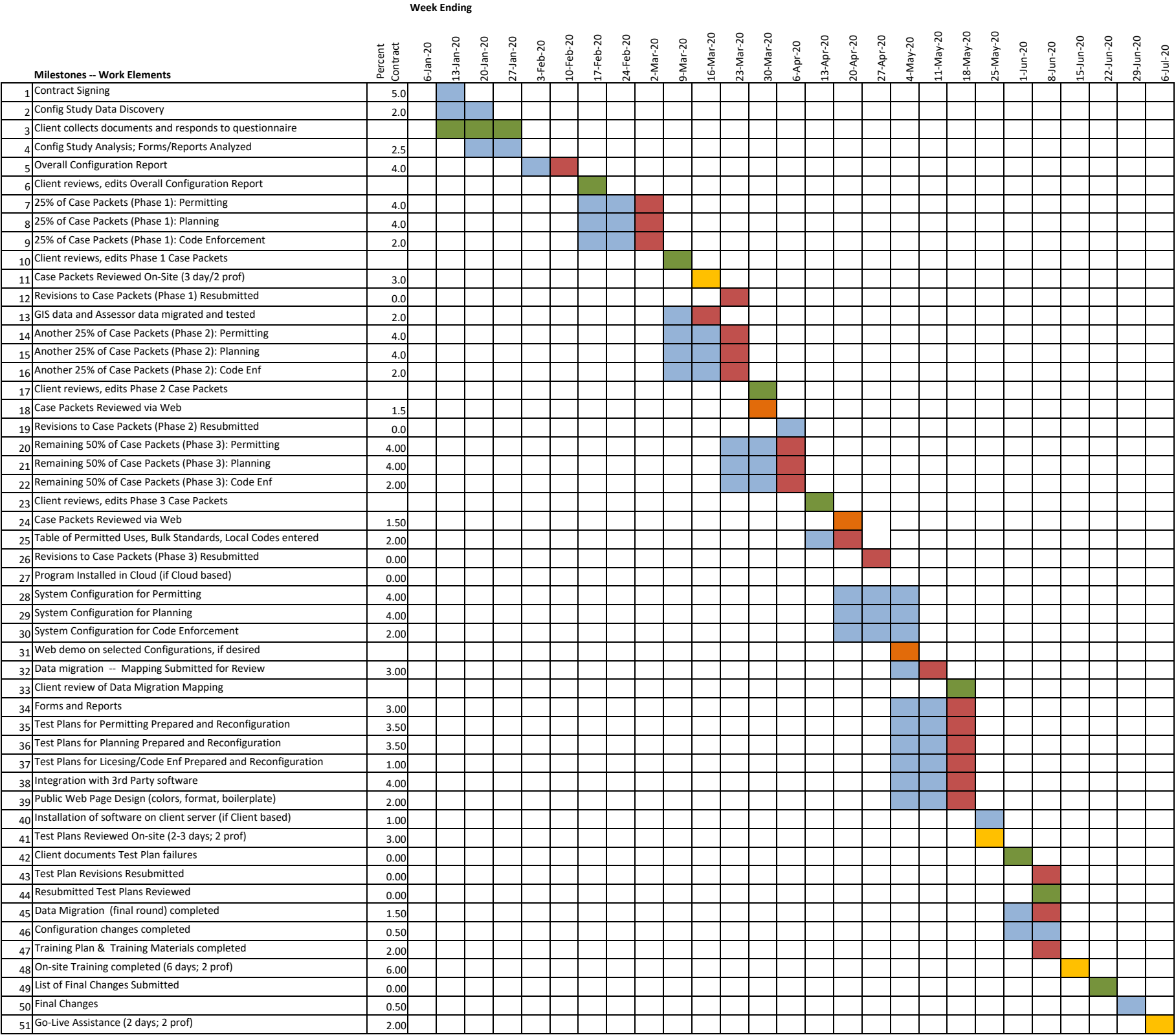
LAMA is a highly configurable program. Almost any change to the structure of the program can be accomplished through the ADMIN module. Admin users can change the workflow, create new permit types, add new reviewers, change the fees, create and edit checklists, and much more.



V. Tutorials

LAMA has contextual help and over a 125 “How To” training videos. We also provide web-demos upon request to address user related topics based on areas of interest.

Project Schedule and Implementation Milestones



Brentwood City Commission Agenda

Meeting Date: 01/14/2020

Issuance of Certificate of Compliance to Ann Brinkmann/Grape and Grain, LLC for Retail Sale of Alcoholic Beverages at Brinkmann's Wine & Spirits

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Request for Issuance of a Certificate of Compliance to Ann Brinkmann/Grape and Grain, LLC for Retail Sale of Alcoholic Beverages at Brinkmann's Wine & Spirits (127 Franklin Rd, Ste 120)

Background

Ann Brinkmann, a Franklin resident, acquired Lighthouse liquor store located at 7110 Town Center Way in August of 2019. The liquor license was transferred into her name at that time. Once the current lease has ended on February 29, 2020, she is planning to relocate the liquor store to 127 Franklin Road, Suite 120, and rename the store Brinkmann's Wine & Spirits. This will require a new certificate of compliance by the applicant.

The Tennessee Alcoholic Beverage Commission requires the applicant to present a certificate of compliance from the local government as a prerequisite. The items to be certified by the City are shown on the attached certificate, which must be signed by the Mayor or a majority of the City Commission members.

As to the three items to be certified, the following information should be noted:

1. A check of the applicant's records reveals no felony violations.
2. The proposed location of the liquor store, within the C-4 zoning district, presents no conflicts with the location restrictions established by the City. (Liquor stores within the City must be within a C-2, C-3 or C-4 district, and may not be within 300 feet of a religious institution, school, public library, governmental office, or a private residence which is in a residential district.)
3. The City's ordinances allow one (1) liquor store for every 6,000 residents, according to the most recent official census. The 2018 special census count of 43,889 would allow a maximum of seven (7) liquor stores within Brentwood. However, the Brentwood Municipal Code further provides that no more than three (3) liquor stores

may be located at either the northern or southern commercial districts of the City, effectively limiting the total number of liquor stores to six (6). There are currently six (6) liquor stores doing business in Brentwood, with three (3) in the southern commercial district and three (3) in the northern commercial district of the City. The location of the existing Brinkmann's Wine & Spirits is in the northern district, and the proposed new location is also in the northern commercial district.

The applicant meets all of the City of Brentwood requirements for the issuance of a certificate of compliance.

Staff Recommendation

Staff recommends approval of the certificate of compliance.

Fiscal Impact

Attachments

Application

Certificate of Compliance

APPLICATION TO SELL ALCOHOLIC BEVERAGES AT RETAIL
IN THE CITY OF BRENTWOOD, TENNESSEE
Part 1 - Information About the Business

1. Name of Applicant Ann Brinkmann / Grape and Grain LLC
Applicant is a(n): ☐ individual ☐ partnership ☐ corporation ☐ limited partnership
☒ limited liability corporation ☐ other (describe: _____)
2. Name and location of proposed store Brinkmann's Wine & Spirits- Brentwood
127 Franklin Road suite 120 Brentwood, TN 37027
3. Name and address of property owner _____
4. If the business is not a sole proprietorship, list the name and title of each officer below (or list on an additional sheet if necessary)
Ann Brinkmann, President
5. Names and addresses of all persons who will invest in the business or share in the profits of the business and their interest (may be listed on an additional sheet if necessary)
Ann Brinkman 419 Beauchamp Circle Franklin, TN 37067
6. Who will be in active control of the management of this business? Ann Brinkmann
7. Does any person having any interest in this business, directly or indirectly, either proprietary or by means of any loan, mortgage or lien, or participation in the profits in any way, hold a national, state, city or county public office, either appointed or elected? NO If so, provide details: _____
8. A completed questionnaire form is to be provided for each person who is to be an executive officer of the business, and for each person who will have an ownership interest or will share in the profits of the business. Does a completed questionnaire form accompany this application for each such person? Yes
9. A copy of a deed, bill of sale, lease, letter of intent or other type of document which shows that the applicant is actually leasing or is in possession of the property, must accompany this application. Is the document provided? Yes

The undersigned hereby solemnly swears that each and every statement in this application (and on the pages attached to this application) is true and correct. The undersigned certifies that he/she has read and is familiar with the laws of the City of Brentwood governing the retail sale of alcoholic beverages, and promises to be in compliance therewith. The undersigned acknowledges that any change in any part of the ownership or profit participation in this business other than as shown in this application must be fully disclosed to the City Manager. If the applicant is other than an individual, the undersigned affirms that he/she is representative of the applicant duly authorized to submit the foregoing application.



Ann Brinkmann
Signature

Subscribed and sworn to before me this 18th day of December, 2019.

My Commission Expires: 03/07/2022

Laura O'Neil
Notary Public

APPLICATION TO SELL ALCOHOLIC BEVERAGES AT RETAIL
IN THE CITY OF BRENTWOOD, TENNESSEE
Part 2 - Questionnaire for Participants in the Business

To be completed by each person who is to be an executive officer of the business for which this application is submitted, and for each person who will have an ownership interest or will share in the profits of the business.

1. Name: Ann Brinkmann Date of Birth: 8/20/1968
Driver's License # 062323647 TN
2. Home Address: 419 Beauchamp Circle Franklin, TN 37067
If less than 2 years, list previous home addresses and dates of residency for the last two years:

3. Home Phone 615-415-4010 Daytime Phone 615-415-4010
4. Are you an officer of the business for which this application is submitted? Is so, state your title or position: LLC President
~~sole proprietor~~
5. Are you an investor in the business? If so, state amount of capital you propose to invest: \$ 150,000
6. State names, addresses and type of business of your employers for the last five years (including self-employment).
Vintage Pursuits, LLC Wine & Spirits Distributor (self-employment)
419 Beauchamp Circle Franklin TN 37067
7. State whether you or any entity in which you were an officer or investor have ever operated a retail liquor store Yes
If the answer is yes, give details, including dates and locations May 2008 - November 2015
Brinkmann's wine & spirits
103 International Drive Franklin TN 37067
8. Give the name and address of any relative that has any interest in the liquor business:
none
9. Are you indebted to the City of Brentwood for any delinquent taxes? no
If yes, state the tax and amount. _____
10. Give the names and addresses of at least three persons who can be used as references.
Mike Glenn 7777 Concord Road Brentwood, TN 37027
Dave Ramsey 1011 Reams Fleming Blvd Franklin TN 37064
Robert Collins 9206 Bushboro Dr Brentwood, TN 37027
11. Have you been convicted of a felony within the past ten (10) years? If yes, explain. no
12. Have you been convicted of any offense under the laws of the State of Tennessee or of any other state prohibiting or regulating the sale, possession, transportation, storing, manufacturing or otherwise handling alcoholic beverages? If yes, explain. no

I have answered the above questions truthfully. I have read Chapter 6, Article III of the Brentwood Municipal Code and promise to be in compliance therewith.

Signature: Ann Brinkmann

Date: 12-18-19

**CERTIFICATE OF COMPLIANCE
FOR RETAIL PACKAGE STORE**

Pursuant to Tennessee Code Annotated, Title 57, Sections 57-3-208 and 57-3-213, this is to certify that Ann Brinkmann/Grape and Grain LLC (name of applicant) has made application for a Certificate of Compliance to sell retail alcoholic beverages in the City of Brentwood, Williamson County, State of Tennessee, at 127 Franklin Rd Ste. 120 (street address of liquor store) and that an investigation has been undertaken of the applicant's criminal record and of the compliance of said business with local law, ordinances or resolutions, and from said investigation the undersigned certifies:

1. That the applicant or applicants who are to be in actual charge of said business have not been convicted of a felony within a ten-year period immediately preceding the date of the application and, if a corporation or other business entity, that the executive officers or those in control have not been convicted of a felony within a ten year period immediately preceding the date of the application;
2. That the applicant has secured a location which complies with all restrictions of the laws, ordinances and resolutions duly adopted by the City of Brentwood;
3. That the issuance of this license will not exceed the numerical limit established by the City of Brentwood.

This _____ day of _____, 20 _____.

Applicant's Home Address: 419 Beauchamp Circle City: Franklin, TN

Date of Birth: 8/20/1968

(Note: If the applicant is other than an individual, the above information should be shown on the attachment hereto.)

Issued by: _____
Mayor

Or a majority of City Commission Members:

Commissioner

Commissioner

Commissioner

Commissioner

This certificate of compliance shall expire and become void _____, 20____ (six months after issuance) if the applicant has not applied for a license from the Alcoholic Beverage Commission by such date. This certificate shall expire and become void _____, 20____ (12 months after issuance) if the retail store for which it is granted is not in operation by such date, unless an extension has been granted by the City of Brentwood.

Attachment to Certificate of Compliance for Retail Package Store

Complete the following information for each individual applicant or, if the applicant is a corporation or other business entity, for each executive officer:

Name: Ann Brinkmann

Position or Title in Applicant: LLC President

Home Address: 419 Beauchamp Circle City/State/Zip: Franklin TN 37067

Date of Birth: 8-20-1968

Name: _____

Position or Title in Applicant: _____

Home Address: _____ City/State/Zip: _____

Date of Birth: _____

Name: _____

Position or Title in Applicant: _____

Home Address: _____ City/State/Zip: _____

Date of Birth: _____

Name: _____

Position or Title in Applicant: _____

Home Address: _____ City/State/Zip: _____

Date of Birth: _____

Name: _____

Position or Title in Applicant: _____

Home Address: _____ City/State/Zip: _____

Date of Birth: _____

Name: _____

Position or Title in Applicant: _____

Home Address: _____ City/State/Zip: _____

Date of Birth: _____

Brentwood City Commission Agenda

Meeting Date: 01/14/2020

Resolution 2020-03 - Amending Shelter Policies and Parks Fee Structure for Use of City Park Facilities

Submitted by: Dave Bunt, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Resolution 2020-03 - Amend the Shelter Policies and Parks Fee Structure for Use of City Park Facilities

Background

The Parks Department's non-routine work plan for this year included a review of the department's fee structure. Overall the current fees are within the market average for the area. However, it was brought to staff's attention the concern that Brentwood residents may not be getting priority to reserve the various park shelters/pavilion as compared with residents outside the City.

Staff evaluated the 400 reservations made last year (see attached breakdown). The results did show that the overall percentage of reservations made by Brentwood residents was only 52%, with some parks' percentages better than others. Staff then evaluated our policies/procedures to see how we might be able to ensure that Brentwood taxpayers are getting first priority and therefore increased usage of the City's park facilities. In addition, some policy changes related to operations and deposits are also being recommended.

The recommended changes in policies are attached with changes highlighted in red, but below is a summary of the changes staff recommends:

1. Reservations for the calendar year open on February 1. It is proposed that for the month of February, reservations will be open to Brentwood residents/businesses only.
 - A social media campaign to spread the word;
 - Direct emails sent to last year's reservations;
 - Website will be updated with new information
2. Deposits are no longer required for any facility reservation.
3. For Brentwood residents/business, there is no charge for rentals of shelters/pavilion, but insurance will be required for businesses requesting athletic facility use.

4. Maintain current rate structure for Williamson County residents/businesses.
5. For non-Williamson County residents/businesses, increase the current non-resident fees by \$50 to every current option available.
6. Change start times for the first rental to 10:00 am (currently 8:00 am) to assist the limited staff in completing their general park opening assigned tasks and prepare a shelter. Note that the two-hour break between multiple reservations on the same day remains unchanged.

The Park Board reviewed and approved the recommended changes at its January 6 meeting. Note that the impact of these changes will be tracked this year, and potential additional changes might be necessary next year if these changes do not have the desired results.

If you have questions, please contact Parks Director Dave Bunt.

Staff Recommendation

Staff is recommending approval of the policy changes.

Previous Commission Action

No prior Commission action on this item.

Fiscal Impact

Amount : TBD

Source of Funds: Parks Reservation and Events

Account Number: 110-34740

Fiscal Impact:

It is difficult to accurately project the financial impact of the proposed changes. While the increased fee amount will result in additional revenue for any non-Williamson County based reservations, the other changes designed to provide more opportunity for Brentwood residents to make reservations will, if successful, have the offsetting effect of reducing the overall number of non-resident reservations paying fees. Overall, staff projects that the financial impact, either positive or negative, will be minimal.

Attachments

Resolution 2020-03

Shelter/Pavilion Policy

Fee Schedule

Reservation Breakdown

RESOLUTION 2020-03

A RESOLUTION TO AMEND THE FEE STRUCTURE FOR USE OF CITY PARK FACILITIES AND ADOPT THE SHELTER POLICY, A COPY OF SAID AMENDED FEE STRUCTURE AND SHELTER POLICY BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

WHEREAS, the Board of Commissioners has previously adopted revisions to the fee structure for use of City park facilities, pursuant to Resolution 2013-05; and

WHEREAS, the Park Board of the City of Brentwood has recommended amendments to the fee structure for use of City park facilities, said amendments being shown in the amended fee structure attached hereto; and

WHEREAS, the Board of Commissioners has determined that the proposed fee amendments are fair and adequate and proposes to adopt the shelter policy also attached hereto.

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

SECTION 1. That the amended fee structure and shelter policy attached hereto for use of City park facilities is hereby adopted, said attachments being 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

Pavilion/Shelter Reservations Policy

Pavilion/Shelter scheduling and availability

Unheated pavilions/shelters are first-come, first-serve during the months of January, November, and December. Reservations may be made for unheated pavilions/shelters for the months of February through October.

New reservations may be made by Brentwood residents or organizations beginning February 1 of each calendar year. Starting March 1, reservations are open to anyone. All reservations are on a first-come/first-serve basis. Reservations will only be accepted for the current calendar year. Requests must be submitted for all facilities and are subject to availability as determined by the Director of Parks and Recreation or authorized designee.

All shelters/pavilions may be reserved starting at 10:00 am., except Owl Creek, for which the start time is 11:00 am. Times available for each shelter/pavilion are shown on the reservation calendar. Multiple reservations may be made on a given day, but there is a 2-hour time block in between reservations for adequate Parks Department prep time.

Any person desiring to use any pavilion/shelter must make a reservation through the Parks and Recreation Office online calendar. Same day reservations are not accepted.

Payment must come from the responsible party. A Brentwood resident may NOT make a reservation on behalf of a non-Brentwood company, school, church or organization. Any false or misleading information is immediate grounds for denial of your request or cancellation of a confirmed reservation.

Applications are for reserving the shelter/pavilion only, not the entire park. This includes the parking lot and fields. Fields may be reserved separately. Parking spaces may not be blocked off without the express consent of the Parks Director. **“NOTE!!! Amplified sound is NOT allowed in Owl Creek or Smith Park.**

Applicant acknowledges that the information in this agreement and all other forms submitted by the applicant to the City of Brentwood are public record and must be provided to the public if requested in accordance with Tennessee law.

Event is not to exceed the number of allowable guests listed for the pavilion or shelter.

Fundraising events are not allowed on park property at any time unless authorized by the Park Board under the Special Event approval process.

For Profit events are not allowed on park property without the specific authorization of the Park Board.

Catering services are permitted to be used for shelter/pavilion reservations. Catering vehicles must remain on drivable surfaces when delivering meals. Food trucks are permitted with a special permit. All food trucks must be permitted in the City of Brentwood.

Absolutely no fireworks, sparklers, open flame, fire pit, bonfires, torches, candles, or other spark/flame items in the park or in/around the shelter/pavilion at ANY time. ([Ord. No. 99-16, § 1, 9-30-99](#))

Paint (no festival coloring events), sidewalk chalk, wading pools, sprinklers, dunk tanks, slip n slides, are NOT allowed on park property. All other activities requested such as blowups, food trucks, outside grills, amplified sound, etc. at all locations are subject to review and requirement of a Special Permit(s) and insurance.

Alcohol is NOT permitted at any of Brentwood City Parks unless at specified events approved by the Park Board and Board of Commissioners, or at event venues such as the Cool Springs House and the Ravenswood Mansion.

Failure to comply with any of the above rules may result in the possible loss of future reservation acceptance.

Fee Structure

Shelters & Pavilion (Resident)	Free of charge
Granny White Pavilion (County Resident)	\$75/up to 4 hrs./per reservation \$150/up to 8 hrs./per reservation
Granny White Pavilion (Out of County)	\$125/up to 4 hrs./per reservation \$200/up to 8 hrs./per reservation
Shelters (County Resident)	\$50/up to 4hrs./per reservation \$100/up to 8 hrs./per reservation
Shelters (Out of County)	\$100/up to 4hrs./per reservation \$150/up to 8 hrs./per reservation

Deposits

Deposits are not required. The City may take legal action against the applicant or registered person or organization to recover any cost for damages that may occur during the reservation.

Approvals

Reservations are subject to approval by the Director of Parks and Recreation or authorized designee. A Confirmation Notice will be issued to the person making the request. All fees (if applicable) must be paid within five days of the date specified on the Confirmation Notice. If payment is not made as specified, the request will be voided.

User Responsibilities and Understandings

The user is responsible for any and all persons, activities and or happenings at the location during the period of their reservation and must abide by all rules and regulations of Brentwood Parks and Recreation regarding the use of parkland and/or facilities.

The user must agree that they will not directly or indirectly deny participation or admittance to any activity to any person on the basis of *race, religion, color, sex, physical or mental handicap, ancestry, national heritage or age*.

The user and all parties associated with the user's activities agree to indemnify, defend and save harmless the City, its officers, employees and representatives from any and all liability arising from the use of properties, facilities and/or equipment in the provision of activities under the reservation.

The user may be required to provide a Certificate of Insurance naming the City of Brentwood as an "*Additional Insured*" in respects to an authorized activity.

The user shall control and remove litter from the facilities, game fields, spectator areas, parking lots and other properties used in connection with the reservation to approved trash receptacles.

The user must notify the Parks and Recreation Office *72 hours in advance* if they cancel the use of the facility. No refunds are issued in the event of cancellations.

The user *must postpone or cancel* any event or activity that will physically damage surfaces or facilities as determined by the Director of Parks and Recreation.

The user will be held directly responsible for *any unauthorized use* of facilities by the user's program participants. The user shall reimburse the City for any expense or damages caused by the activities of the user over and beyond normal wear to facilities, structures and surfaces.

Upon request, the user *must produce* their Confirmation Notice. The notice must be "*on site*" during the reservation period. This proof can be in the form of a printed email confirmation, a receipt of payment with your name/organization on it or you can produce on a smart device such as a phone or other portable device if requested by a Parks employee.

The user agrees to the terms and conditions of the reservation guidelines and acknowledges that violation of said terms could result in the revocation of use at the discretion of the City.

The users shall not permit any item or decoration to be nailed or otherwise affixed to any structure, fixture, wall, sign or park amenity without a permit from the Codes Department, if necessary, and written authorization from the Director of Parks and Recreation or authorized designee. However, the City allows decorations solely inside of

the shelter only when hung with painters' tape so as not to cause damage or leave residue when taken down.

Other General rules

All activities with members under eighteen (18) years of age must provide adequate adult supervision.

No one under the age of 18 will be allowed to make reservations of the pavilion/shelter facilities.

Conduct which may result in injury to self or others, or that is deemed unsafe for or at risk to others by authorized personnel is strictly prohibited.

The Director of Parks and Recreation or duly authorized persons shall have the authority to close the pavilions/shelters when the health and safety of participants is endangered.

Grilling is limited to the grills and areas as provided by the City unless the Director of Parks and Recreation have approved a Special Permit.

Parks and Recreation Department
2020 Fee Structure

<u>Pavilions/Shelters</u>	<u>Current</u>
Shelters & Pavilion (Resident)	Free of charge
Granny White Pavilion (County Resident)	\$75/up to 4 hrs/per reservation \$150/up to 8 hrs/per reservation
Granny White Pavilion (Out of County)	\$125/up to 4 hrs/per reservation \$200/up to 8 hrs/per reservation
Shelters (County Resident)	\$50/up to 4hrs/per reservation \$100/up to 8 hrs/per reservation
Shelters (Out of County)	\$100/up to 4hrs/per reservation \$150/up to 8 hrs/per reservation
<u>Athletic Facilities and Trails</u>	
Multi-Purpose Fields- Tournament	\$150/per field/per weekend
Multi-Purpose Fields – Tournament	\$250/per field/per weekend
Cat. II Service provider	
Ball Diamond - General Rental	\$25/per 2 hr. time slot – No Prep/No Lights \$50/per 2 hr. time slot – Game Prep/ No lights \$50/per 2 hr. time slot – No Prep/ Lights \$75/per 2 hr. time slot – Game Prep/ Lights
MP & BD- Rental for Cat. II Service provider	\$25/per 4 hr. time slot
Multipurpose Field- General Rental Teams)	\$50/per 2 hr. time slot/ No Lights (Youth \$75/per 2 hr. time slot/No Lights (Adult Teams) \$100/per 2 hr. time slot/Lights
Non-Exclusive Group Trail Use Fee (Not for profit)	\$25/per 2 hr time slot (For practices only)
<u>Tennis Courts/Sand Volleyball</u>	
Tennis and Sand Volleyball	\$10/for 2 hr. time slot.
Reservations only accepted 48 hours in advance of reservation	\$20/for 2 hr. time slot./Lights
Frisbee Disc Golf Tournament (Williamson County non Profits only)	\$100.00/Tournament
<u>Tennis Center Athletic Mtg. Room</u>	
Meeting Room (with tables & chairs)	\$25/up to 4 hours Non Service Provider \$50/up to 8 hours Non Service
Service Provider	Free of Charge

Out of County Resident Fee-for all organized sports/activities except for Williamson County Adult Softball.

Individual	\$35.00/per person/season
Williamson County Adult Softball (Summer)	\$75/team/per season
Williamson County Adult Softball (Fall)	\$50/team/per season

Williamson County Resident Fee-for all organized sports/activities except for Williamson County Adult Softball

Individual	\$25/per person/season
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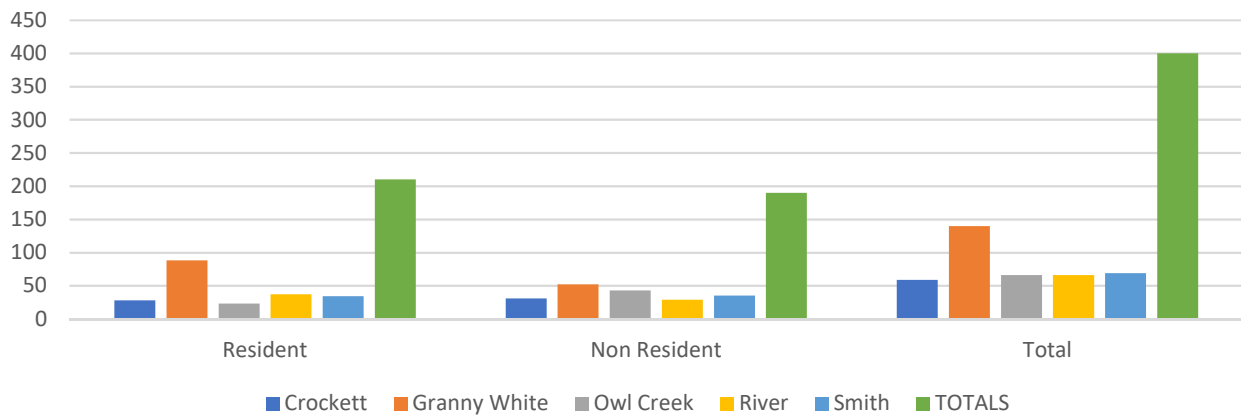
Open Park Space for Event

Designated area with trash	\$15/up to 4 hrs.
pick up only	\$30/up to 8 hrs.
Special Event	\$250

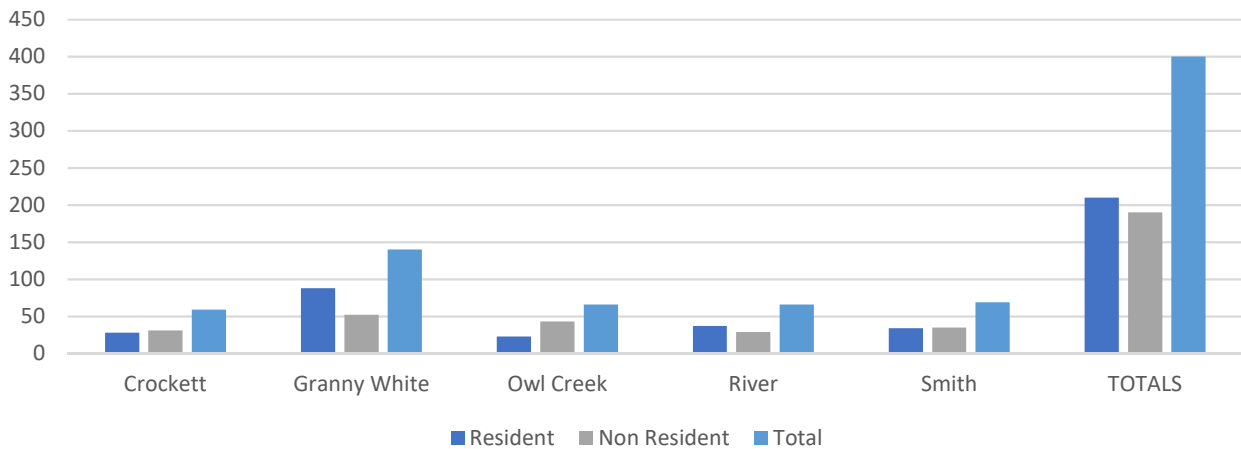
These fees will be effective in February 1st and will be reviewed and adopted on an annual basis at the December meeting of each calendar year by the Park Board and City Commission. Additional fees may be added throughout the calendar year subject to the review and approval by the Park Board and City Commission.

Park	Resident	R %	Non Resident	NR %	Total
Crockett	28	47	31	53	59
Granny White	88	63	52	37	140
Owl Creek	23	35	43	65	66
River	37	56	29	44	66
Smith	34	49	35	51	69
TOTALS	210		190		400
TOTAL %'s	52		48		

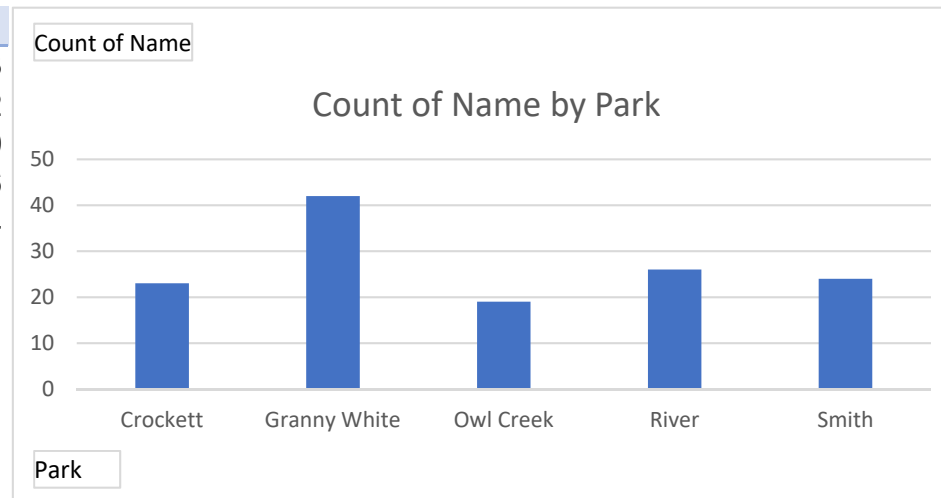
By Resident / Non-Resident



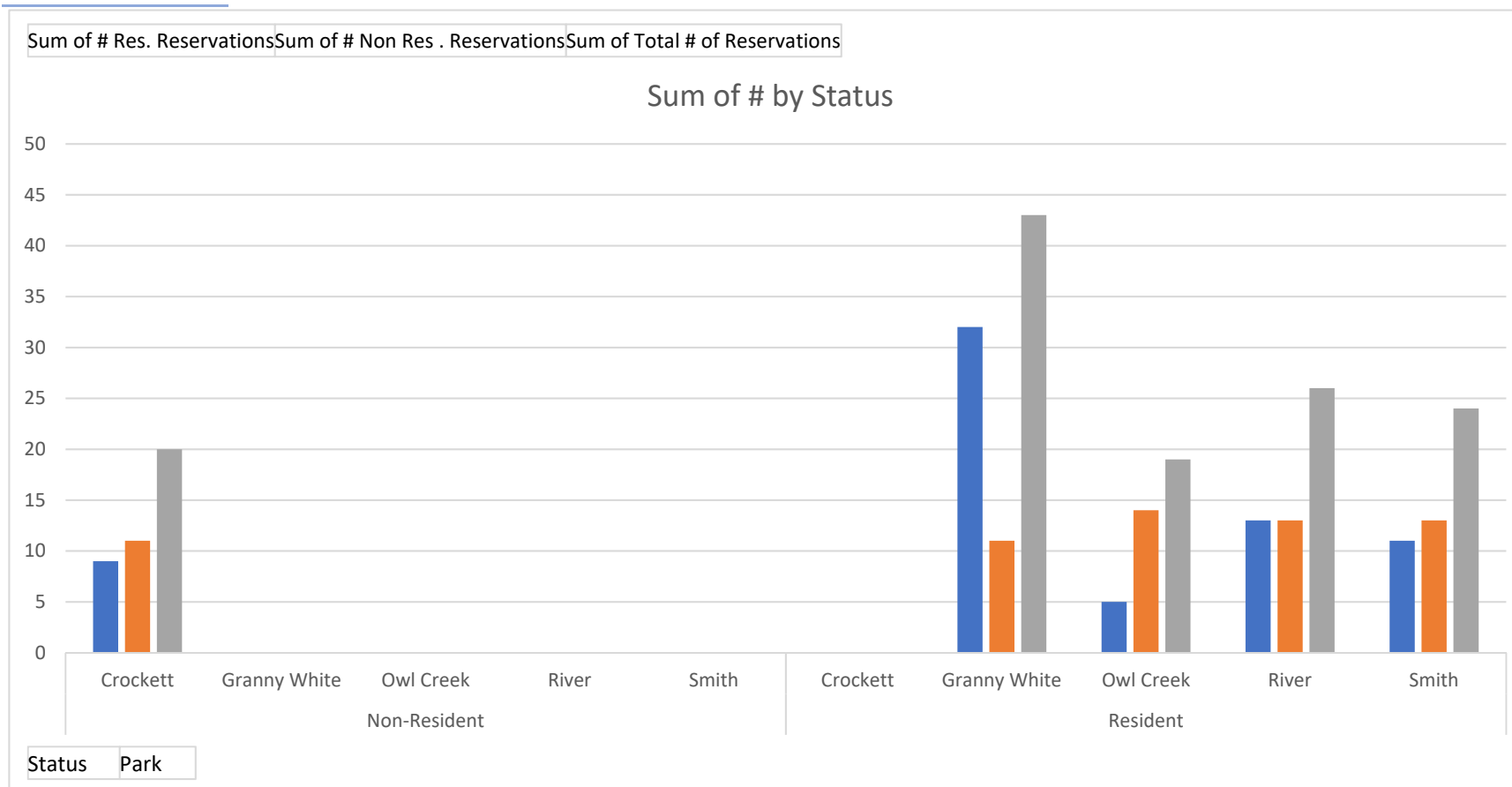
By Park



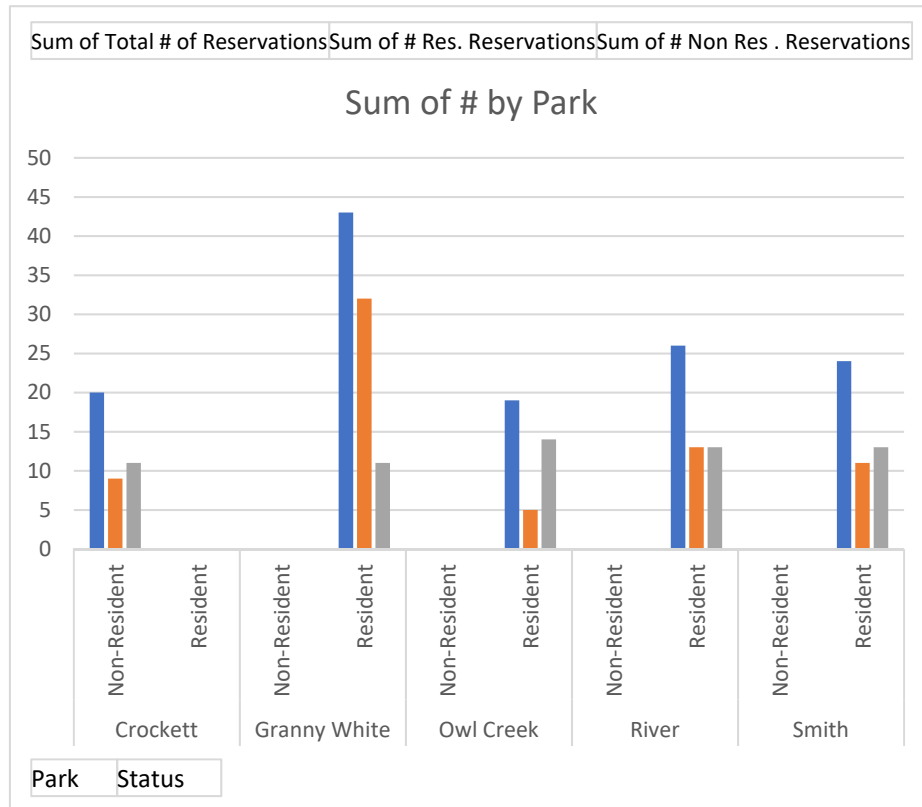
Park	Count of Name
Crockett	23
Granny White	42
Owl Creek	19
River	26
Smith	24



Status	Park	Sum of # Res. Reservations	Sum of # Non Res . Reservations	Sum of Total # of Reservations
Non-Resident	Crockett		9	11
Non-Resident	Granny White			20
Non-Resident	Owl Creek			
Non-Resident	River			
Non-Resident	Smith			
Resident	Crockett			
Resident	Granny White	32	11	43
Resident	Owl Creek	5	14	19
Resident	River	13	13	26
Resident	Smith	11	13	24



Park	Status	Sum of Total # of Reservations	Sum of # Res. Reservations	Sum of # Non Res. Reservations
Crockett	Non-Resident	20	9	11
Crockett	Resident			
Granny White	Non-Resident			
Granny White	Resident	43	32	11
Owl Creek	Non-Resident			
Owl Creek	Resident	19	5	14
River	Non-Resident			
River	Resident	26	13	13
Smith	Non-Resident			
Smith	Resident	24	11	13



Client	Park	Name	Status	First Name	Last Name	Total # of Reservations	# Res. Reservations	# Non Res . Reservations
Asurion	Crockett	Asurion	Non-Resident	Ditte	Nickson			
Brandon Ainsworth	Crockett	Brandon	Resident	Brandon	Ainsworth			
Debbie Roth	Crockett	Debbie Roth	Resident	Debbie	Roth			
Emily Neely	Crockett	Emily Neely	Non-Resident	Emily	Neely			
Erin Meeks	Crockett	Erin Meeks	Resident	Erin	Meeks			
Ford African Ancestry Network (FAAN)	Crockett	Ford African Ancestry Network	Non-Resident	Charles	Allen			
Franklin Vineyard Church	Crockett	Franklin Vineyard Church	Non-Resident	Andrew	Kiteck			
HCA / Parallon	Crockett	HCA / Parallon	Resident	Jeremy	Franklin			
Izzy Israel	Crockett	Izzy Israel	Non-Resident	Izzy	Israel			
Jennaca Harris	Crockett	Jennaca Harris	Resident	Jennaca	Harris			
Karra Sridhar	Crockett	Karra Sridhar	Non-Resident	Karra	Sridhar			
Laura Armistead	Crockett	Laura Armistead	Resident	Laura	Armistead			
Laura Blomberg	Crockett	Laura Blomberg	Non-Resident	Laura	Blomberg			
Laura Carrico	Crockett	Laura Carrico	Resident	Laura	Carrico			
Margaret Hundson	Crockett	Margaret Hundson	Resident	Margaret	Hundson			
Mike Barnes	Crockett	Mike Barnes	Resident	Mike	Barnes			
Monica Gibbs	Crockett	Monica Gibbs	Resident	Monica	Gibbs			
New Visions Dojo	Crockett	New Visions Dojo	Resident	Ryan	Guillemet			
Paola Edwards	Crockett	Paola Edwards	Resident	Paola	Edwards			
Rusty Goodsell	Crockett	Rusty Goodsell	Resident	Rusty	Goodsell			
Sejal West	Crockett	Sejal West	Resident	Sejal	West			
Sumit Goel	Crockett	Sumit Goel	Resident	Sumit	Goel			
Tipton County Rose Friends of Brighton, TN	Crockett	Tipton County Rose Friends of	Non-Resident	Richard	Anthony	20	9	11

Abhijit Umrikar	Granny White	Abhijit Umrikar	Non-Resident	Abhijit Umrikar
Acumen Technology	Granny White	Acumen Technology	Non-Resident	Kim McArthur
Adrienne Pennington	Granny White	Adrienne Pennington	Non-Resident	Adrienne Pennington
Amanda Whatley	Granny White	Amanda Whatley	Non-Resident	Amanda Whatley
Amy Roadman	Granny White	Amy Roadman	Non-Resident	Amy Roadman
Anna Clare Bland	Granny White	Anna Clare Bland	Non-Resident	Anna Clare Bland
Anna Wilhoit	Granny White	Anna Wilhoit	Non-Resident	Anna Wilhoit
Bethel World Outreach / Momentum	Granny White	Beth Viliches	Non-Resident	Beth Viliches
Bethel World Outreach Church	Granny White	Bethel World Outreach /	Non-Resident	Jodie Almaguer
Board of Prof. Resp. of the Supreme Court of TN	Granny White	Board of Prof. Resp. of the	Non-Resident	Patty Burton
Brentwood Academy	Granny White	Brentwood Academy	Non-Resident	Kathleen Schwartz
BRENTWOOD HIGH SCHOOL THEATRE	Granny White	BRENTWOOD HIGH SCHOOL	Resident	Lisa Moody
Brookdale Senior Living Corp.	Granny White	Brookdale Senior Living Corp.	Resident	Deanna Martin
Capital CMG Publishing	Granny White	Capital CMG	Resident	Lindsey O'Hallroan
Cary Powers	Granny White	Cary Powers	Resident	Cary Powers
Cleartrack Information Network	Granny White	Cleartrack Information	Resident	Melissa Rickard
COMDATA	Granny White	COMDATA	Resident	Patrice Ingram
Dustin Jackson	Granny White	Dustin Jackson	Resident	Dustin Jackson
Farrukh Ulmasbaev	Granny White	Farrukh Ulmasbaev	Resident	Farrukh Ulmasbaev
Gaylor Electric, Inc	Granny White	Gaylor Electric, Inc	Resident	Jean Benfield

Geodis Logistics IT	Granny White	Geodis Logistics IT	Resident Jacqui	Lingo
HCA Healthcare	Granny White	HCA Healthcare	Resident Betsy	Rompilla
Iron Tribe Fitness	Granny White	Iron Tribe Fitness	Resident Amber	Wilson
Katie Baxter	Granny White	Katie Baxter	Resident Katie	Baxter
Krishna Vangala	Granny White	Krishna Vangala	Resident Krishna	Vangala
Kristen Mancini	Granny White	Kristen Mancini	Resident Kristen	Mancini
Laura Alsup	Granny White	Laura Alsup	Resident Laura	Alsup
Lisa Freund	Granny White	Lisa Freund	Resident Lisa	Freund
Melinda Shoemaker	Granny White	Melinda Shoemaker	Resident Melinda	Shoemaker
Pam Gaffney	Granny White	Pam Gaffney	Resident Pam	Gaffney
Parrallon	Granny White	Parrallon	Resident Tiffany	Hulsey
Public Risk Services	Granny White	Public Risk Services	Resident Jaimee	Winkle
Sarah Benfield	Granny White	Sarah Benfield	Resident Sarah	Benfield
Seema Sarvaria	Granny White	Seema Sarvaria	Resident Seema	Sarvaria
Shannon Vencill	Granny White	Shannon Vencill	Resident Shannon	Vencill
Simplify Compliance	Granny White	Simplify Compliance	Resident Crystal	Molteni
Tanya Kenner	Granny White		Resident	
Tom Barry	Granny White	Tom Barry	Resident Tom	Barry
Tractor Supply	Granny White	Tractor Supply	Resident Karen	Warf

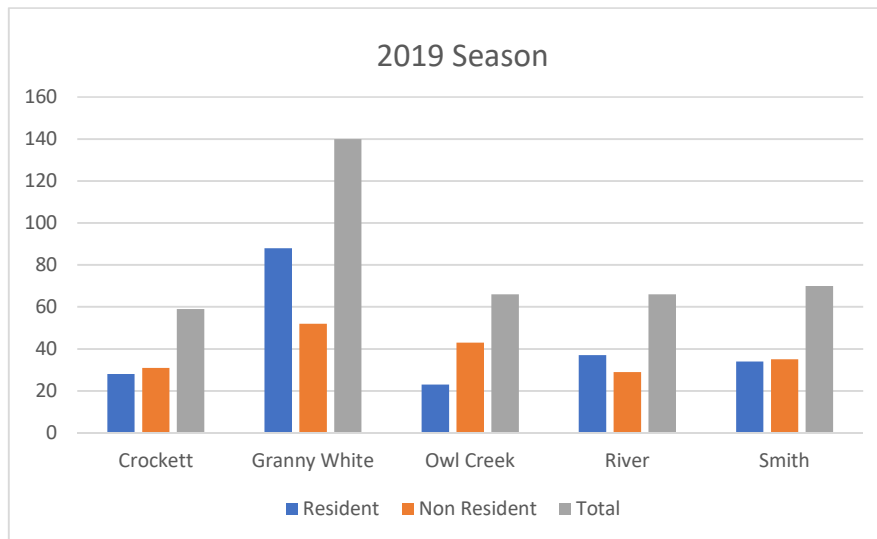
Tyler David Hirsch	Granny White	Tyler David Hirsch	Resident	Tyler David Hirsch				
VACO	Granny White	VACO	Resident	Annie Moore				
Young Life	Granny White	Young Life	Resident	Eve Sarrett				
Zack Wesley	Granny White	Zack Wesley	resident	Zack Wesley	43	32	11	
Amy Donovan	Owl Creek	Amy Donovan	Non-Resident	Amy Donovan				
Catherine Cherukuri	Owl Creek	Catherine Cherukuri	Non-Resident	Catherine Cherukuri				
Cub Scouts- Pack 124	Owl Creek	Cub Scouts- Pack 124	Non-Resident	Jesse Larrison				
Haven Christian Academy	Owl Creek	Haven Christian Academy	Non-Resident	Bethany Todd				
Judson Baptist Church	Owl Creek	Judson Baptist Church	Non-Resident	Dan King				
Kari Moffitt	Owl Creek	Kari Moffitt	Non-Resident	Kari Moffitt				
Kelly & Eric Torres	Owl Creek	Kelly & Eric Torres	Non-Resident	Kelly & Eric Torres				
Kyndall Buehring	Owl Creek	Kyndall Buehring	Non-Resident	Kyndall Buehring				
Mallory Myers	Owl Creek	Mallory Myers	Non-Resident	Mallory Myers				
Meharry Medical College	Owl Creek	Meharry Medical College	Non-Resident	Claudia Ramirez				
Michelle Valdez	Owl Creek	Michelle Valdez	Non-Resident	Michelle Valdez				
Nikila Atcheson	Owl Creek	Nikila Atcheson	Non-Resident	Nikila Atcheson				
Paster James Harper	Owl Creek	Paster James Harper	Non-Resident	Paster James Harper				
Richard Herring	Owl Creek	Richard Herring	Non-Resident	Richard Herring				
Sairan Amedi	Owl Creek	Sairan Amedi	Resident	Sairan Amedi				

Sarah Smith	Owl Creek Owl	Sarah Smith	Resident Sarah	Smith			
Shelby Anderson	Creek Owl	Shelby Anderson	Resident Shelby	Anderson			
Stephanie Brooks	Creek Owl	Stephanie Brooks	Resident Stephanie	Brooks			
T-Mobile	Creek	T-Mobile	Resident Shanika Non-	Butler	19	5	14
AGAPE	River	AGAPE	Resident Laura Non-	Troup			
Alan Zhang	River	Alan Zhang	Resident Alan Non-	Zhang			
Alicia Lundquist	River	Alicia Lundquist	Resident Alicia Non-	Lundquist			
Amanda Dunavant	River	Amanda Dunavant	Resident Amanda Non-	Dunavant			
Amber Stults	River	Amber Stults	Resident Amber Non-	Stults			
Bethel World Outreach Church	River	Bethel World Outreach Church	Resident Etheleen Non-	Hill			
Cayce Dunn	River	Cayce Dunn	Resident Cayce Non-	Dunn			
CHARLES DORRIS	River	DORRIS	Resident CHARLES Non-	DORRIS			
Chinese young professional group	River	Chinese young professional group	Resident Hongxia Non-	Huang			
Elizabeth Ayton	River	Elizabeth Ayton	Resident Elizabeth Non-	Ayton			
Erin Lefkovitz	River	Erin Lefkovitz	Resident Erin Non-	Lefkovitz			
Happy Egarievwe	River	Happy Egarievwe	Resident Happy Non-	Egarievwe			
HCA Healthcare PSG	River	HCA Healthcare	Resident Sharon	Travis			
Ambulatory EHR Dept.	River	PSG Ambulatory	Resident James	Irwin			
James Irwin	River	James Irwin	Resident James	Irwin			
Julia Murray	River	Julia Murray	Resident Julia	Murray			
Marinda Skeesick	River	Marinda Skeesick	Resident Marinda	Skeesick			
Megan St. Clair	River	Megan St. Clair	Resident Megan	St. Clair			

Music & Arts	River	Music & Arts	Resident Christian	Walker			
Neerav Desai	River	Neerav Desai	Resident Neerav	Desai			
Paloma Stephens	River	Paloma Stephens	Resident Paloma	Stephens			
Radiant Church	River	Radiant Church	Resident Kimberly	Calabrese			
Rimonda Aziz	River	Rimonda Aziz	Resident Rimonda	Aziz			
Ruby for Families	River	Ruby for Families	Resident Sam	Bledsoe			
Simi Ambika	River	Simi Ambika	Resident Simi	Ambika			
United States Attorney's Office	River	United States Attorney's Office	Resident Kristee	Adcock			
Whitney Mays	River	Whitney Mays	Resident Whitney	Mays	26	13	13
			Non-				
Adri Glass	Smith	Adri Glass	Resident Adri	Glass			
			Non-				
Chelsea Anderson	Smith	Chelsea Anderson	Resident Chelsea	Anderson			
		Christ	Non-				
Christ Presbyterian	Smith	Presbyterian	Resident Melanie	Rainer			
			Non-				
Christina Confroy	Smith	Christina Confroy	Resident Christina	Confroy			
		Clearview Baptist Church	Non-				
Clearview Baptist Church	Smith	Church	Resident Jennie	Ross			
			Non-				
Daun Lutz	Smith	Daun Lutz	Resident Daun	Lutz			
		Elizabeth	Non-				
Elizabeth Higginbotham	Smith	Higginbotham	Resident Elizabeth	Higginbotham			
			Non-				
Jenna Stange	Smith	Jenna Stange	Resident Jenna	Stange			
			Non-				
Jenny Harmon	Smith	Jenny Harmon	Resident Jenny	Harmon			
			Non-				
Katherine Wright	Smith	Katherine Wright	Resident Katherine	Wright			
			Non-				
Kathryn Taylor	Smith	Kathryn Taylor	Resident Kathryn	Taylor			
			Non-				
Kristin Boggs	Smith	Kristin Boggs	Resident Kristin	Boggs			
			Non-				
Laura Carrico	Smith	Laura Carrico	Resident Laura	Carrico			
Lauren Crockett	Smith	Lauren Crockett	Resident Lauren	Crockett			
Lisa Dockery	Smith	Lisa Dockery	Resident Lisa	Dockery			

Lisa Wigton	Smith	Lisa Wigton	Resident Lisa	Wigton			
Megan Hunt	Smith	Megan Hunt	Resident Megan	Hunt			
Rahul Jain	Smith	Rahul Jain	Resident Rahul	Jain			
Robert Crane	Smith	Robert Crane	Resident Robert	Crane			
Ronald White	Smith	Ronald White	Resident Ronald	White			
Sabrina Livezey	Smith	Sabrina Livezey	Resident Sabrina	Livezey			
Sarah St Clair	Smith	Sarah St Clair	Resident Sarah	St Clair			
Shankha Mukherjee	Smith	Shankha	Resident Shankha	Mukherjee			
Stephanie Pierce	Smith	Stephanie Pierce	Resident Stephanie	Pierce	24	11	13

Park	Resident	Non Resident	Total
Crockett	28	31	59
Granny White	88	52	140
Owl Creek	23	43	66
River	37	29	66
Smith	34	35	70



Brentwood City Commission Agenda

Meeting Date: 01/14/2020

Resolution 2020-04 - Amendment to Agreement with The Parent Company to Establish Final Guaranteed Maximum Price for PD Headquarters Project

Submitted by: Kirk Bednar, Administration

Department: Administration

Information

Subject

Resolution 2020-04 - Amendment to Agreement with The Parent Company to Establish Final Guaranteed Maximum Price for PD Headquarters Project

Background

On December 10, 2018, the Board of Commissioners approved an agreement with The Parent Company to serve as the construction manager for the Police Department Headquarters project. Under this method of construction, the construction manager is selected during the design phase and serves as the third member of the project team, along with the owner and architect, to successfully complete a complex construction project. The construction manager's role is divided into two phases – Pre-Construction services and Construction services.

The Pre-Construction services performed by the Construction Manager include the following:

1. Work alongside the architect to assess project constructability and identify construction efficiencies and value engineering options to maintain the project budget;
2. Prepare preliminary project budget estimates based on schematic design and update the budget throughout the final design and value engineering process;
3. Develop construction phasing plans;
4. Prepare subcontractor scopes of work and bid packages; and
5. Competitively bid all subcontractor work packages.

Once the various subcontractor packages have been bid, the construction manager presents a guaranteed maximum price (GMP) for construction of the project. Once the GMP is accepted by the City, the construction manager then initiates the Construction phase of the project and oversees all aspects of construction to final completion.

It was originally anticipated that the Construction phase of the project would be bid all at the same time and the total GMP would be established prior to any construction being initiated. However, we have since decided to bid the project in phases, with the initial site grading, storm drain installation, utilities installation, and paving work bid as Phase 1. On

September 9, 2019, the Board of Commissioners approved an amendment to the agreement with The Parent Company establishing a GMP for this Phase 1 work at \$2,378,849. Phase 2 work was bid on October 3, 2019. Phase 2 work included foundation micropiles, building concrete, and structural steel. On October 14, 2019, the Board of Commissioners approved an amendment to the agreement with The Parent Company establishing a GMP for the Phase 2 work at \$3,992,623. This second amendment brought the total project GMP at that point to \$6,371,472, which includes \$300,000 in project contingency.

On December 18, 2019, The Parent Company conducted a third round of bidding for the remaining building components for the project. This set of bids included numerous bid packages for various trades. The list of trades and the recommended subcontractor representing the lowest and best bids received for each bid package is attached for your reference.

In addition to the proposed subcontractors listed above, there were a couple bid packages for which no bids were received or the bids were rejected. These packages include millwork, roofing, and metal wall panels

It is recommended that the City Commission authorize The Parent Company to accept the bids are recommended above and execute appropriate subcontracts. For those items where there were no bids or bids were rejected, The Parent Company is proposing inclusion of a conservative allowance within the proposed final GMP. The Parent Company will rebid these items to determine a proposed subcontractor.

Based on the recommended low bidders and proposed work package allowances, the proposed GMP for this Phase 3 work includes extended duration for General Conditions (overhead) costs for The Parent Company and temporary construction site costs (fencing, parking area maintenance, temporary utilities, etc.), bonds, and The Parent Company fee. The total of these costs plus a \$765,000 contingency allowance is \$18,610,281. A breakdown of these costs is included in the attached Change Order. Added to the first two change orders for Phases 1 & 2, the final construction GMP will be \$24,981,753 (see attached summary of GMP Change Orders).

With this final construction GMP established, staff can now project a total project cost to include design fees, allowances for furniture, fixtures, and equipment to be procured outside the construction contract, and allowances for technology equipment, radio equipment, and other required equipment (fitness, fingerprint machine, door security equipment, etc.) to be procured directly by the City. With all of these items combined, the projected final budget for the project is \$29,550,000. This number includes a construction contingency allowance of \$1,065,000 and a furniture/equipment contingency allowance of \$225,000 (\$1,290,000 total contingency). A detailed breakdown of this overall project budget as well as a funding summary is attached for your review.

One significant item discussed with the Commission early on with the project that is not included in the construction costs outlined above is a fueling station. Staff believes the distribution of the City's existing three fueling locations (City Hall, Service Center, and Safety Center) plus the proposed implementation of the Fuel Man fuel card system for police vehicles will provide sufficient fueling capabilities and negate the need to assume the maintenance costs, regulatory

compliance obligations, and environmental contamination exposure associated with a fourth fueling site.

Please contact the City Manager if any questions.

Staff Recommendation

Staff recommends approval of Resolution 2020-04.

Previous Commission Action

The agreement with The Parent Company was approved by the Board of Commissioners via Resolution 2018-96 on December 10, 2018.

On July 2, 2019, the Board of Commissioners approved Resolution 2019-77 authorizing The Parent Company to accept the low bids for the Phase 1 site work.

On September 9, 2019, the Board of Commissioners approved Resolution 2019-86 authorizing an amendment to the agreement with the Parent Company to establish a Guaranteed Maximum Price for Phase 1 work.

On October 14, 2019, the Board of Commissioners approved Resolution 2019-94 authorizing an amendment to the agreement with The Parent Company to establish a Guaranteed Maximum Price for Phase 2 work.

Fiscal Impact

Amount : \$18,616,651.00

Source of Funds: Capital Projects Fund

Account Number: 311-45200-5028

Fiscal Impact:

Sufficient funds have been budgeted in the FY 2020 Capital Projects Fund budget for this project, with additional funds as outlined in the attached funding summary projected to be included in the FY 2021 budget.

Attachments

Resolution 2020-04

GMP Change Order #3

GMP Changer Order #3 Recommended Subcontractor List

GMP Summary

Total Project Budget

Project Funding Summary

RESOLUTION 2020-04

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND THE PARENT COMPANY TO ESTABLISH FINAL GUARANTEED MAXIMUM PRICE 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 amendment to the agreement by and between the City of Brentwood and The Parent Company to establish final guaranteed maximum price 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

CHANGE ORDER

G701

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: City of Brentwood Public Safety Building
(Name and address) 910 Heritage Way
Brentwood, TN 37024

CHANGE ORDER NO.: 2
INITIATION DATE: 01/03/20
ARCHITECT PROJECT NO.:
CONTRACT FOR: General Construction
CONTRACT DATE: 12/10/18

TO CONTRACTOR: The Parent Company, Inc.
(Name and address) 241 Wilson Pike Circle
Brentwood, TN 37027

You are directed to make the following changes in this Contract:

Incorporate Work Package 03 scope of work issued by the Architect Workshop dated 11/14/19
(see Attachment A for list of Documents) ADD \$ 18,610,281.00

Not valid until signed by the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	\$	2,378,849.00
Net change by previously authorized Change Orders	\$		3,992,623.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	\$	6,371,472.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	\$	18,610,281.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	\$	24,981,753.00
The Contract Time will be (increased) (decreased) (unchanged) by			382 Days
The date of Substantial Completion as of the date of this Change Order therefore is			3/1/2021

Authorized:

The Architect Workshop
ARCHITECT

700 Melpark
Address

Nashville, TN 37204

The Parent Company, Inc.
CONTRACTOR

241 Wilson Pike Circle
Address

Brentwood, TN 37027



By

1 / 3 / 20

Date

The City of Brentwood
OWNER

5211 Maryland Way
Address

Brentwood, TN 37027

By

Date

By

Date

SPEC DIV	BID ITEM #	DESCRIPTION OF WORK	TOTAL W/BURDEN & TAX	COST PER SF	
	1	General Conditions	0	0.00	
	2	Equipment Rent	0	0.00	
	3	Monthly General Conditions	295,721	5.17	
	4	Temporary Construction	325,551	5.69	
	5	Permit Cost	0	0.00	Owner
	6	Concrete	91,353	1.60	
	7	Masonry/ Stone	1,180,650	20.65	
	8	Misc Metals	98,689	1.73	
	9	Rough Carpentry	202,637	3.54	
	10	Millwork	638,063	11.16	Allowance
	11	Damproofing/Waterproofing/ Sealants	291,721	5.10	
	12	Roofing	978,750	17.12	Allowance
	13	Metal Wall Panels - Screen Wall	62,330	1.09	Allowance
	14	Composite Metal Panels	310,124	5.42	
	15	Phenolic Exterior Panels	322,400	5.64	Allowance
	16	Sprayed Sound Insulation	28,050	0.49	
	17	Firestopping	10,000	0.17	
	18	Doors/ Frames/Hardware	818,970	14.33	
	19	OH doors/ grilles	135,834	2.38	
	20	Glass/ Entrances/Skylight	669,960	11.72	
	21	Ballistic Resistant Barriers	0	0.00	incl in 24
	22	Folding Doors	0	0.00	incl in 19
	23	Speed Doors at Ambulance	0	0.00	incl in 19
	24	Drywall	909,290	15.91	
	25	Hard Tile	371,635	6.50	
	26	Cementitious Wood Fiber Ceilings	0	0.00	incl in 27
	27	Acoustical Ceilings/Wall Panels	354,210	6.20	
	28	Stone Flooring	0	0.00	incl in 25
	29	Carpet/Resilient	140,023	2.45	
	30	Access Flooring	24,103	0.42	
	31	Special wall surfacing (Phenolic / Metal)	171,570	3.00	Allowance
	32	Painting/ Wallcovering	157,500	2.75	
	33	Acoustical Plaster/DEFS	105,628	1.85	
	34	Resinous Flooring	100,315	1.75	
	35	PVC Safety Flooring/Rubber Flooring	21,775	0.38	
	36	Police Specialties	1,752	0.03	
	37	Toilet Part/ Access	34,352	0.60	
	38	Wall and Door Protection	5,977	0.10	
	39	Misc Specialties	9,678	0.17	
	40	Lockers	186,534	3.26	
	41	Postal Specialties	7,919	0.14	
	42	Flagpoles	12,125	0.21	
	43	Signage	100,000	1.75	Allowance
	44	Photographic Equipment	6,720	0.12	
	45	Appliances/Laundry/Grill	64,435	1.13	
	46	Lab Casework/ Equipment/ Fume Hood	83,368	1.46	
	47	Car wash equipment	16,072	0.28	
	48	Vacuum Cleaning Systems	0	0.00	incl in 61
	49	Shades	48,225	0.84	
	50	Demountable Partitions	299,737	5.24	
	51	Firing Range Equipment	486,380	8.51	
	52	Fall Protection Equipment	41,503	0.73	
	53	Fueling Station	0	0.00	Alternate
	54	Evidence Lockers/Cabinet/Refrig	52,612	0.92	
	55	Rubber Floor at Exterior Fitness	13,000	0.23	
	56	Owner Furnish Contractor Install Equip	798	0.01	
	57	Contractor Furnished and Install Equip	77,098	1.35	
	58	Elevator	112,700	1.97	
	59	Fire Protection	227,250	3.97	
	60	Plumbing	0	0.00	incl in 61
	61	HVAC	2,896,074	50.66	
	62	Electrical	2,340,515	40.94	
	63	Structured Cabling	334,550	5.85	
	64	Public Address System/ Paging	0	0.00	incl in 63
	65	Access Control/ Durress System	0	0.00	cabling incl in 63
	66	Intercom Entry Systems	13,125	0.23	
	67	Video Surveillance	103,616	1.81	
	68	AV system /TV/CATV- Cabling Only	0	0.00	
	69	ERRCS	0	0.00	By owner
	70	Cellular DAS	0	0.00	By owner
	71	Clock System	0	0.00	incl in 63
	72	Interview Recording	0	0.00	By Owner
	73	Site Concrete	259,353	4.54	
	74	Site Pavers	10,694	0.19	
	75	Masonry site work	0	0.00	incl in 7
	76	Site Railings	0	0.00	incl in 8
	77	Security Fencing /Gates/Operators	234,485	4.10	
	78	Armory Security Gate/ Kennel	13,982	0.24	
	79	Landscaping/Irrigation	250,269	4.38	
	80	Site Furniture	67,066	1.17	
	81	Contingency	765,000	13.38	
	82	Fee	493,266	8.74	
	83	Bond	123,201	2.09	
	84				
	85				
TOTAL			18,610,281	325.64	

Total From Above18,610,281

Current GMP6,371,472

TOTAL24,981,753

**City of Brentwood Public Safety Building
Owner Change Order #2
Attachment A**

Work Package 03 dated 11/14/19 issued by The Architect Workshop
The Parent Company Invitation to Bid dated 11/22/19
The Parent Company Instructions to Bidders dated 11/25/19
Bid Document Revision 01 dated 12/11/19 issued by The Parent Company
(includes Addendum 01 issued by the architect Workshop dated 12/11/19)
Bid Document Revision 02 dated 12/16/19 issued by The Parent Company

Drawings

Drawing No.	Drawing Title	Revision	Drawing Date
G000	Cover Sheet	WP03-Add01	12/11/2019
g100	general notes & symbols	WP03-Add01	12/11/2019
g110	code analysis	WP03	11/14/2019
C0.1	CIVIL NOTES	WP03	11/14/2019
C0.2	EXISTING CONDITIONS & DEMOLITION PLAN	WP03	11/14/2019
C1.1	SITE LAYOUT PLAN	WP03	11/14/2019
C1.2	TRUCK ROUTE PLAN	WP03	11/14/2019
C2.1	INITIAL EROSION CONTROL PLAN	WP03	11/14/2019
C3.1	SITE GRADING, DRAINAGE & EROSION CONTROL PLAN	WP03	11/14/2019
C3.3	FINAL EROSION CONTROL PLAN	WP03	11/14/2019
C4.1	SITE UTILITY PLAN	WP03	11/14/2019
C5.1	CONSTRUCTION DETAILS	WP03-ADD01	12/11/2019
C5.2	CONSTRUCTION DETAILS	WP03	11/14/2019
C5.3	CONSTRUCTION DETAILS	WP03	11/14/2019
H1.1	OVERALL AND ENLARGED LAYOUTS	WP03	11/14/2019
H1.2	ENLARGED LAYOUTS	WP03	11/14/2019
H2.1	ENLARGED GRADING	WP03	11/14/2019
H3.1	MATERIALS AND DETAILS	WP03	11/14/2019
H3.2	SITE FURNITURE DETAILS	WP03	11/14/2019
L1.1	LANDSCAPE PLAN	WP03-ADD01	12/11/2019
L1.2	ENLARGED LANDSCAPE PLAN	WP03-ADD01	12/11/2019
L1.3	ENLARGED LAYOUT/ LANDSCAPE NOTES AND DETAILS	WP03	11/14/2019
a011	interior partition types	WP03-ADD01	12/11/2019
a012	interior partition details	WP03	11/14/2019
a020	door & glazing systems	WP03	11/14/2019
a100	architectural site & reference plans	WP03-ADD01	12/11/2019
a110	slab plans	WP03-ADD01	12/11/2019
a111	1st floor plan -north	WP03-ADD01	12/11/2019
a112	1st floor plan -south	WP03-ADD01	12/11/2019
a121	2nd floor plan - north	WP03-ADD01	12/11/2019
a122	2nd floor plan -south annex floor plan	WP03-ADD01	12/11/2019
a131	roof plans	WP03-ADD01	12/11/2019
a211	1st floor rcp - north	WP03	11/14/2019
a212	1st floor rcp - south	WP03	11/14/2019
a221	2nd floor rcp - north	WP03	11/14/2019
a222	2nd floor rcp - south	WP03	11/14/2019
a231	ceiling details	WP03-ADD01	12/11/2019
a311	exterior elevations	WP03	11/14/2019
a312	exterior elevations	WP03	11/14/2019
a313	exterior elevations	WP03-ADD01	12/11/2019
a314	exterior elevations -annex	WP03-ADD01	12/11/2019
a321	building sections	WP03	11/14/2019
a401	enlarged plan details	WP03	11/14/2019
a411	wall sections - main building	WP03	11/14/2019
a412	wall sections - main building	WP03	11/14/2019
a413	wall sections - main building	WP03	11/14/2019
a414	wall sections - main building	WP03	11/14/2019
a415	wall sections - main building	WP03	11/14/2019
a416	wall sections - main building	WP03-ADD01	12/11/2019
a417	wall sections - main building	WP03-ADD01	12/11/2019
a418	wall sections - main building	WP03	11/14/2019
a421	wall sections - annex	WP03-ADD01	12/11/2019
a501	exterior envelope assemblies	WP03-ADD01	12/11/2019
a502	exterior envelope assemblies	WP03	11/14/2019
a511	exterior details	WP03	11/14/2019
a512	exterior details	WP03-ADD01	12/11/2019
a513	exterior details	WP03	11/14/2019

a514	exterior details	WP03	11/14/2019
a515	exterior details	WP03	11/14/2019
a516	exterior details	WP03	11/14/2019
a521	exterior details - annex	WP03-ADD01	12/11/2019
a531	details - site walls	WP03	11/14/2019
a532	details - site walls	WP03	11/14/2019
a600	finish schedules	WP03-ADD01	12/11/2019
a601	finish plans	WP03-ADD01	12/11/2019
a602	equipment schedules & area enlargement key plans	WP03-ADD01	12/11/2019
a611	area enlargement - defensive tactics	WP03	11/14/2019
a612	area enlargement - staff gathering	WP03-ADD01	12/11/2019
a613	area enlargement - firing range	WP03-ADD01	12/11/2019
a614	area enlargement - evidence storage	WP03	11/14/2019
a615	area enlargement - public lobby	WP03-ADD01	12/11/2019
a616	area enlargement - community room	WP03-ADD01	12/11/2019
a621	area enlargement - arrestee processing	WP03-ADD01	12/11/2019
a622	area enlargement - arrestee processing	WP03-ADD01	12/11/2019
a623	area enlargement - patrol & DET	WP03-ADD01	12/11/2019
a624	area enlargement - CID	WP03-ADD01	12/11/2019
a625	area enlargement - commons	WP03-ADD01	12/11/2019
a626	area enlargement - admin	WP03-ADD01	12/11/2019
a627	area enlargement - fitness & break	WP03-ADD01	12/11/2019
a628	area enlargement - fitness & break	WP03-ADD01	12/11/2019
a629	area enlargement-communications	WP03-ADD01	12/11/2019
a631	lab plan, schedules, and abbreviations	WP03	11/14/2019
a632	lab casework elevations	WP03	11/14/2019
a633	lab details	WP03	11/14/2019
a640	fixture clearances & schedules	WP03-ADD01	12/11/2019
a641	interior elevations toilets	WP03	11/14/2019
a642	Interior Details	WP03-ADD01	12/11/2019
a643	Interior Details	WP03-ADD01	12/11/2019
a650	interior details	WP03-ADD01	12/11/2019
a711	commons stair	WP03	11/14/2019
a712	commons stair	WP03	11/14/2019
a713	south stair	WP03	11/14/2019
a714	south stair details	WP03	11/14/2019
a715	elevator and stair details	WP03	11/14/2019
a721	misc shell details	WP03	11/14/2019
s001	GENERAL NOTES	WP03	11/14/2019
s002	QUALITY ASSURANCE PLAN	WP03	11/14/2019
s111	Foundation Plan - North	WP03-ADD01	12/11/2019
s112	Foundation Plan - South	WP03	11/14/2019
s121	2nd Floor Framing Plan - North	WP03	11/14/2019
s122	2nd Floor Framing Plan - South	WP03-ADD01	12/11/2019
s131	Roof Framing Plan - North	WP03-ADD01	12/11/2019
s132	Roof Framing Plan - South	WP03-ADD01	12/11/2019
s133	Screenwall Plan	WP03-ADD01	12/11/2019
s151	Annex Building Foundation and Roof Plan	WP03	11/14/2019
s201	Foundation sections and details	WP03-ADD01	12/11/2019
s202	FOUNDATION SECTIONS AND DETAILS	WP03-ADD01	12/11/2019
s203	FOUNDATION SECTIONS AND DETAILS	WP03	11/14/2019
s204	FOUNDATION SECTIONS AND DETAILS	WP03-ADD01	12/11/2019
s211	ANNEX FOUND. SECTIONS AND DETAILS	WP03	11/14/2019
s301	FRAMING SECTIONS AND DETAILS	WP03-ADD01	12/11/2019
S302	FRAMING SECTIONS AND DETAILS	WP03-ADD01	12/11/2019
s303	FRAMING SECTIONS AND DETAILS	WP03	11/14/2019
s304	FRAMING SECTIONS AND DETAILS	WP03-ADD01	12/11/2019
s311	ROOF SECTIONS AND DETAILS	WP03	11/14/2019
S312	ROOF SECTIONS AND DETAILS	WP03-ADD01	12/11/2019
s313	ROOF SECTIONS AND DETAILS	WP03	11/14/2019
s321	ANNEX ROOF SECTIONS AND DETAILS	WP03	11/14/2019
s401	MOMENT FRAMES	WP03-ADD01	12/11/2019
s402	MOMENT FRAMES	WP03-ADD01	12/11/2019
s403	SECTIONS AND DETAILS	WP03-ADD01	12/11/2019
m001	Mechanical Schedules, Legends and Notes	WP03	11/14/2019
m002	Mechanical Schedules	WP03-ADD01	12/11/2019
m003	Mechanical Schedules	WP03-ADD01	12/11/2019
m111	HVAC -1st Level Floor Plan -North Zone	WP03-ADD01	12/11/2019
m112	HVAC -1st Level Floor Plan -South Zone	WP03-ADD01	12/11/2019
m121	HVAC - 2nd Level Floor Plan - North Zone	WP03-ADD01	12/11/2019
m122	HVAC - 2nd Level Floor Plan - South Zone and Annex Bldg	WP03-ADD01	12/11/2019
m131	HVAC -Roof Plan -North Zone	WP03-ADD01	12/11/2019
m132	HVAC -Roof Plan -South Zone and Annex Building	WP03	11/14/2019
m211	Piping -1st Level Floor Plan -North Zone	WP03	11/14/2019

m212	Piping -1st Level Floor Plan -South Zone	WP03	11/14/2019
m221	Piping - 2nd Level Floor Plan - North Zone	WP03	11/14/2019
m222	Piping - 2nd Level Floor Plan - South Zone	WP03	11/14/2019
m611	Mechanical Details	WP03	11/14/2019
m612	Mechanical Details	WP03	11/14/2019
m613	Mechanical Details	WP03	11/14/2019
m614	Mechanical Details	WP03	11/14/2019
m615	Mechanical Details	WP03	11/14/2019
m616	Mechanical Details	WP03	11/14/2019
m617	Mechanical Details	WP03	11/14/2019
m711	Mechanical Controls	WP03	11/14/2019
m712	Mechanical Controls	WP03	11/14/2019
p001	Plumbing Schedules and Notes	WP03	11/14/2019
p002	Plumbing Details	WP03	11/14/2019
p003	Plumbing Details	WP03	11/14/2019
p004	Plumbing Details	WP03	11/14/2019
p101	Underground - 1st Level Floor Plan - North Zone	WP03	11/14/2019
p102	Underground - 1st Level Floor Plan -South Zone	WP03-ADD01	12/11/2019
p103	Underground - Annex Bldg Floor Plans	WP03-ADD01	12/11/2019
p111	Non Pressure -1st Level Floor Plan - North Zone	WP03	11/14/2019
p112	Non Pressure - 1st Level Plan - South Zone	WP03	11/14/2019
p121	Non Pressure -2nd Level Plan - North Zone	WP03	11/14/2019
p122	Non Pressure - 2nd Level Floor Plan - South Zone and Annex Bldg	WP03	11/14/2019
p131	Non Pressure - Roof Plan -North Zone	WP03	11/14/2019
p132	Non Pressure - Roof Plan - South Zone and Annex Bldg	WP03	11/14/2019
p211	Pressure - 1st Level Floor Plan -North Zone	WP03-ADD01	12/11/2019
p212	Pressure - 1st Level Floor Plan -South Zone	WP03	11/14/2019
p221	Pressure - 2nd Level Floor Plan -North Zone	WP03-ADD01	12/11/2019
p222	Pressure - 2nd Level Floor Plan - South Zone and Annex Bldg	WP03-ADD01	12/11/2019
p300	Overall Non Pressure Riser	WP03	11/14/2019
p301	Non Pressure Riser No.1	WP03	11/14/2019
p302	Non Pressure Riser No.2	WP03	11/14/2019
p303	Non Pressure Riser No.3	WP03	11/14/2019
p304	Non Pressure Riser No.4	WP03	11/14/2019
p305	Non Pressure Riser No.5	WP03	11/14/2019
p306	Non Pressure Riser No.6	WP03	11/14/2019
p310	Annex Non Pressure Riser	WP03	11/14/2019
p400	Overall Pressure Riser	WP03	11/14/2019
p401	Pressure Riser No.1	WP03	11/14/2019
p402	Pressure Riser No.2	WP03	11/14/2019
p403	Pressure Riser No.3	WP03	11/14/2019
p404	Pressure Riser No.4	WP03	11/14/2019
p405	Pressure Riser No.5	WP03	11/14/2019
p406	Pressure Riser No.6	WP03	11/14/2019
p410	Annex Pressure Riser	WP03	11/14/2019
p500	Overall Gas Riser	WP03	11/14/2019
p510	Annex Gas Riser	WP03	11/14/2019
p600	Overall Air Riser	WP03	11/14/2019
p610	Overall Annex Air Riser	WP03	11/14/2019
fp001	Fire Protection Schedules and Notes	WP03	11/14/2019
fp002	Fire Protection Details	WP03	11/14/2019
fp111	Fire Protection 1st Level Floor Plan - North Zone	WP03	11/14/2019
fp112	Fire Protection -1st level Floor Plan - South Zone	WP03	11/14/2019
fp121	Fire Protection -2nd Level Floor Plan - North Zone	WP03	11/14/2019
fp122	Fire Protection -2nd Level Floor Plan - South Zone and Annex	WP03	11/14/2019
e001	Electrical - Legends	WP03-ADD01	12/11/2019
e002	Electrical Riser Diagram	WP03-ADD01	12/11/2019
e003	Panelboard Schedules	WP03-ADD01	12/11/2019
e004	Panelboard Schedules	WP03-ADD01	12/11/2019
e005	Panelboard Schedules	WP03-ADD01	12/11/2019
e100	Electrical - Site Plan	WP03	11/14/2019
e111	Lighting - 1st Level Floor Plan - North Zone	WP03	11/14/2019
e112	Lighting - 1st Level Floor Plan -South Zone	WP03-ADD01	12/11/2019
e121	Lighting - 2nd Level Floor Plan - North Zone	WP03	11/14/2019
e122	Lighting - 2nd Level Floor Plan - South Zone and Annex Bldg	WP03	11/14/2019
e211	Power -1st Level Floor Plan -North Zone	WP03	11/14/2019
e212	Power -1st Level Floor Plan -South Zone	WP03-ADD01	12/11/2019
e221	Power - 2nd Level Floor Plan - North Zone	WP03-ADD01	12/11/2019
e222	Power - 2nd Level Floor Plan - South Zone and Annex Bldg	WP03-ADD01	12/11/2019
e311	Power HVAC -1st Level Floor Plan - North Zone	WP03	11/14/2019
e312	Power HVAC -1st Level Floor Plan -South Zone	WP03-ADD01	12/11/2019
e321	Power HVAC - 2nd Level Floor Plan -- North Zone	WP03-ADD01	12/11/2019
e322	Power HVAC - 2nd Level Floor Plan - South Zone and Annex Bldg	WP03	11/14/2019
e331	Power HVAC - Roof Plan -North Zone	WP03-ADD01	12/11/2019

e332	Power HVAC - Roof Plan -South Zone and Annex Bldg	WP03-ADD01	12/11/2019
e411	Fire Alarm -1st Level Floor Plan - North Zone	WP03	11/14/2019
e412	Fire Alarm -1st Level Floor Plan -South Zone	WP03-ADD01	12/11/2019
e421	Fire Alarm - 2nd Level Floor Plan - North Zone	WP03-ADD01	12/11/2019
e422	Fire Alarm - 2nd Level Floor Plan - South Zone and Annex Bldg	WP03	11/14/2019
e511	Electrical - Details	WP03	11/14/2019
e512	Electrical - Details	WP03	11/14/2019
e513	Electrical - Details	WP03	11/14/2019
e514	Electrical - Details	WP03	11/14/2019
E-AV1.0	Schedules & Notes	WP03	11/14/2019
E-AV1.1	1st Floor AV Raceway Plan	WP03	11/14/2019
E-AV1.2	2nd Floor AV Raceway Plan	WP03	11/14/2019
E-AV1.3	1st Floor AV Raceway RCP	WP03	11/14/2019
E-AV1.4	2nd Floor AV Raceway RCP	WP03	11/14/2019
t001	Technology - Legends & Notes	WP03-ADD01	12/11/2019
t004	Technology - Details	WP03-ADD01	12/11/2019
t005	Technology - Details	WP03-ADD01	12/11/2019
t006	Technology - Details	WP03-ADD01	12/11/2019
t009	Technology - Site Plan	WP03-ADD01	12/11/2019
t111	Telecommunications -1st Level Floor Plan -North Zone	WP03-ADD01	12/11/2019
t112	Telecommunications -1st Level Floor Plan -South Zone	WP03-ADD01	12/11/2019
t121	Telecommunications -2nd Level Floor Plan -North Zone	WP03-ADD01	12/11/2019
t122	Telecommunications - 2nd Level Floor Plan - South Zone and Annex	WP03-ADD01	12/11/2019
t211	Communications -1st Level Floor Plan -North Zone	WP03-ADD01	12/11/2019
t212	Communications - 1st Level Floor Plan -South Zone	WP03-ADD01	12/11/2019
t221	Communications - 2nd Level Floor Plan -North Zone	WP03-ADD01	12/11/2019
t222	Communications - 2nd Level Floor Plan - South Zone and Annex Bldg	WP03-ADD01	12/11/2019
t311	Security - 1st Level Floor Plan - North Zone	WP03-ADD01	12/11/2019
t312	Security - 1st Level Floor Plan - South Zone	WP03-ADD01	12/11/2019
t321	Security - 2nd Level Floor Plan - North Zone	WP03-ADD01	12/11/2019
t322	Security - 2nd Level Floor Plan - South Zone and Annex Bldg	WP03-ADD01	12/11/2019
t511	Pathways - 1st Level Floor Plan - North Zone	WP03-ADD01	12/11/2019
t512	Pathways - 1st Level Floor Plan -South Plan	WP03-ADD01	12/11/2019
t521	Pathways - 2nd Level Floor Plan - North Zone	WP03-ADD01	12/11/2019
t522	Pathways - 2nd Level Floor Plan - South Zone and Annex Bldg	WP03-ADD01	12/11/2019
t531	Pathways - Roof Plan -North Zone	WP03-ADD01	12/11/2019
t532	Pathways - Annex Roof Plan	WP03-ADD01	12/11/2019
t701	Technology - Riser Diagrams	WP03-ADD01	12/11/2019
t801	Technology - Elevations & Enlargements	WP03-ADD01	12/11/2019
t802	Technology - Elevations & Enlargements	WP03-ADD01	12/11/2019

Specifications

Spec No.	Spec Description	Specification Set	Issued Date
000001	Cover Sheet- Volume 1	Work Package 03	11/14/19
00001-1	Table of Contents - Volume 1	Work Package 03	11/14/19
000002	Cover Sheet - Volume 2	Work Package 03	11/14/19
00002-2	Table of Contents- Volume 2	Work Package 03	11/14/19
000003	Appendix A -Graphics	Work Package 03- Add 01	12/11/19
07 11 13	Bituminous Dampproofing	Work Package 03	11/14/19
10 21 00	Toilet Partitions	Work Package 03	11/14/19
000110	Table of Contents	Work Package 03- Add 01	12/11/19
011000	Summary	Work Package 01	6/1/19
012100	Allowances	Work Package 03- Add 01	12/11/19
012200	Unit Prices	Work Package 01	6/1/19
012300	Alternates	Work Package 03	11/14/19
012500	Substitution Procedures	Work Package 01	6/1/19
012507	Substitution Request Form	Work Package 01	6/1/19
013200	Construction Progress Documentation	Work Package 01	6/1/19
013300	Submittal Procedures	Work Package 01	6/1/19
014000	Quality Requirements	Work Package 01	6/1/19
015000	Temporary Facilities and Controls	Work Package 01	6/1/19
016000	Product Requirements	Work Package 01	6/1/19
017300	Execution	Work Package 01	6/1/19
017700	Closeout Procedures	Work Package 01	6/1/19
017823	Operation and Maintenance Data	Work Package 01	6/1/19
017839	Project Record Documents	Work Package 01	6/1/19
033000	Cast-in-Place Concrete	Work Package 01	6/1/19
034100	Plant Precast Structural Concrete	Work Package 01	9/27/19
042000	Unit Masonry	Work Package 03- Add 01	12/11/19
042200	Structural Concrete Masonry	Work Package 01	6/1/19
044300	Stone Masonry	Work Package 03	11/14/19
051200	Structural Steel	Work Package 01	6/1/19
052100	Steel Joists	Work Package 01	6/1/19

053100	Steel Decking	Work Package 01	6/1/19
054000	Cold Formed Metal Framing	Work Package 03	11/14/19
055000	Metal Fabrications	Work Package 03- Add 01	12/11/19
055100	Metal Stairs	Work Package 03	11/14/19
055107	Decorative Metal Stairs and Railings	Work Package 03	11/14/19
055133	Metal Ladders	Work Package 03	11/14/19
061053	Miscellaneous Rough Carpentry	Work Package 03	11/14/19
061600	Sheathing	Work Package 03	11/14/19
064116	Plastic-Laminate-Clad Architectural Cabinets	Work Package 03	11/14/19
071326	Self-Adhering Sheet Waterproofing	Work Package 03	11/14/19
072107	Thermal and Sound Insulation	Work Package 03- Add 01	12/11/19
072200	Roof and Deck Insulation	Work Package 03- Add 01	12/11/19
072427	Direct Applied Exterior Finish System (DEFS)	Work Package 03- Add 01	12/11/19
072726	Fluid-Applied Membrane Air Barriers	Work Package 03- Add 01	12/11/19
074213	Metal Wall Panels	Work Package 03	11/14/19
074217	Aluminum Composite Metal Rainscreen Panels	Work Package 03	11/14/19
074237	Phenolic Exterior Rain Screen Panels	Work Package 03	11/14/19
075200	Modified Bituminous Membrane Roofing	Work Package 03	11/14/19
075423	TPO Adhered Thermoplastic Single-Ply Roofing	Work Package 03	11/14/19
076200	Sheet Metal Flashing and Trim	Work Package 03- Add 01	12/11/19
077100	Roof Specialties	Work Package 03	11/14/19
077200	Roof Accessories	Work Package 03- Add 01	12/11/19
078400	Firestopping	Work Package 03	11/14/19
079200	Joint Sealants	Work Package 03	11/14/19
081113	Hollow Metal Doors and Frames	Work Package 03- Add 01	12/11/19
081416	Flush Wood Doors	Work Package 03	11/14/19
083326	Overhead Coiling Grilles	Work Package 03	11/14/19
083517	Four Fold Doors	Work Package 03- Add 01	12/11/19
084113	Aluminum Framed Entrances and Storefronts	Work Package 03	11/14/19
084227	Sliding Automatic Entrances	Work Package 03	11/14/19
084413	Glazed Aluminum Curtain Walls	Work Package 03	11/14/19
084517	Insulated Translucent Fiberglass Sandwich Panel Systems	Work Package 03	11/14/19
085657	Ballistic Resistant Barriers	Work Package 03	11/14/19
087100	Door Hardware	Work Package 03- Add 01	12/11/19
088000	Glazing	Work Package 03	11/14/19
088300	Mirrors	Work Package 03	11/14/19
092117	Gypsum Board Shaft Wall Assemblies	Work Package 03	11/14/19
092216	Non-Structural Metal Framing	Work Package 03	11/14/19
092216	Non-Structural Metal Framing	Work Package 03- Add 01	12/11/19
092900	Gypsum Board	Work Package 03- Add 01	12/11/19
093000	Tiling	Work Package 03	11/14/19
095123	Acoustical Tile Ceilings	Work Package 03	11/14/19
095127	Cementitious Wood Fiber Ceiling	Work Package 03	11/14/19
096340	Granite Stair Treads	Work Package 03- Add 01	12/11/19
096513	Resilient Base and Accessories	Work Package 03	11/14/19
096517	Rubber Tile Flooring	Work Package 03	11/14/19
096519	Resilient Tile Flooring	Work Package 03	11/14/19
096723	Resinous Flooring	Work Package 03- Add 01	12/11/19
096813	Tile Carpeting	Work Package 03	11/14/19
096900	Access Flooring	Work Package 03	11/14/19
097307	Carpeted Wallcovering	Work Package 03	11/14/19
097700	Special Wall Surfacing	Work Package 03	11/14/19
098316	Acoustical Plaster Ceiling	Work Package 03	11/14/19
098433	Sound-Absorbing Wall Units	Work Package 03- Add 01	12/11/19
098453	Sound Barrier Mullion Trim Cap	Work Package 03- Add 01	12/11/19
099113	Exterior Painting	Work Package 03	11/14/19
099123	Interior Painting	Work Package 03	11/14/19
100213	Recycled PVC Safety Flooring	Work Package 03	11/14/19
102013	Police Specialties	Work Package 03	11/14/19
102217	Wire Mesh Storage Rooms	Work Package 03- Add 01	12/11/19
102600	Wall and Door Protection	Work Package 03	11/14/19
102817	Toilet Accessories	Work Package 03	11/14/19
104413	Fire Protection Specialties	Work Package 03- Add 01	12/11/19
105113	Adjustable Metal Wardrobe Lockers	Work Package 03	11/14/19
105117	Pass-Thru Metal Evidence Storage Lockers	Work Package 03	11/14/19
105123	Plastic Laminate Clad Lockers	Work Package 03	11/14/19
105500	Postal Specialties	Work Package 03- Add 01	12/11/19
107516	Ground-Set Flagpoles	Work Package 03- Add 01	12/11/19
112700	Photographic Equipment	Work Package 03	11/14/19
113100	Residential Appliances	Work Package 03	11/14/19
115300	Lab Equipment	Work Package 03	11/14/19
115313	Fume Hood	Work Package 03	11/14/19
118107	Cleaning Equipment Car Wash	Work Package 03- Add 01	12/11/19

118119	Vacuum Cleaning Systems	Work Package 03	11/14/19
122413	Roller Window Shades	Work Package 03	11/14/19
123553	Laboratory Casework	Work Package 03	11/14/19
123677	Countertops, Window Stools and Table Tops	Work Package 03	11/14/19
142400	Machine Room-Less Hydraulic Passenger Elevators	Work Package 03- Add 01	12/11/19
210500	Common Work Results for Fire Suppression	Work Package 03	11/14/19
210523	General-Duty Valves for Water-Based Fire-Suppression Piping	Work Package 03	11/14/19
210548	Vibration and Seismic Controls for Fire Suppression Piping and Equipment	Work Package 03	11/14/19
211300	Fire-Suppression Sprinkler Systems	Work Package 03	11/14/19
220517	Sleeves and Sleeve Seals for Plumbing Piping	Work Package 03	11/14/19
220523	General-Duty Valves for Plumbing Piping	Work Package 03	11/14/19
220553	Identification for Plumbing Piping and Equipment	Work Package 03	11/14/19
220719	Plumbing Piping Insulation	Work Package 03	11/14/19
221005	Plumbing Piping	Work Package 03	11/14/19
221006	Plumbing Piping Specialties	Work Package 03	11/14/19
221500	General-Service Compressed-Air Systems	Work Package 03	11/14/19
223000	Plumbing Equipment	Work Package 03	11/14/19
224000	Plumbing Fixtures	Work Package 03	11/14/19
230500	Common Work Results for HVAC	Work Package 03	11/14/19
230513	Common Motor Requirements for HVAC Equipment	Work Package 03	11/14/19
230517	Sleeves and Sleeve Seals for HVAC Piping	Work Package 03	11/14/19
230523	General-Duty Valves for HVAC Piping	Work Package 03	11/14/19
230548	Vibration and Seismic Controls for HVAC	Work Package 03	11/14/19
230553	Identification for HVAC Piping and Equipment	Work Package 03	11/14/19
230593	Testing Adjusting and Balancing for HVAC	Work Package 03	11/14/19
230713	Duct Insulation	Work Package 03	11/14/19
230719	HVAC Piping Insulation	Work Package 03	11/14/19
230800	Commissioning of HVAC	Work Package 03	11/14/19
230913	Instrumentation and Control Devices for HVAC	Work Package 03	11/14/19
230923	Direct-Digital Control System for HVAC	Work Package 03- Add 01	12/11/19
231123	Facility Natural-Gas Piping	Work Package 03	11/14/19
232300	Refrigerant Piping	Work Package 03	11/14/19
233100	HVAC Ducts and Casings	Work Package 03	11/14/19
233300	Air Duct Accessories	Work Package 03	11/14/19
233423	HVAC Power Ventilators	Work Package 03	11/14/19
233600	Air Terminal Units	Work Package 03	11/14/19
233700	Air Outlets and Inlets	Work Package 03	11/14/19
234000	HVAC Air Cleaning Devices	Work Package 03	11/14/19
237413	Packaged Outdoor Central-Station Air-Handling Units	Work Package 03	11/14/19
237433	Dedicated Outdoor Air Units	Work Package 03	11/14/19
238125	Computer Room Air Conditioners - Ceiling Mounted	Work Package 03- Add 01	12/11/19
238129	Variable Refrigerant Flow HVAC Systems	Work Package 03	11/14/19
260500	Common Work Results for Electrical	Work Package 03	11/14/19
260519	Low-Voltage Electrical Power Conductors and Cables	Work Package 03	11/14/19
260526	Grounding and Bonding for Electrical Systems	Work Package 03	11/14/19
260529	Hangers and Supports for Electrical Systems	Work Package 03	11/14/19
260533	Raceway and Boxes for Electrical Systems	Work Package 03	11/14/19
260553	Identification for Electrical Systems	Work Package 03	11/14/19
260583	Wiring Connections	Work Package 03	11/14/19
260923	Lighting Control Devices	Work Package 03	11/14/19
262100	Low-Voltage Electrical Service Entrance	Work Package 03	11/14/19
262200	Low-Voltage Transformers	Work Package 03	11/14/19
262413	Switchboards	Work Package 03	11/14/19
262416	Panelboards	Work Package 03	11/14/19
262726	Wiring Devices	Work Package 03	11/14/19
262813	Fuses	Work Package 03	11/14/19
262816	Enclosed Switches and Circuit Breakers	Work Package 03	11/14/19
263213	Engine Generators	Work Package 03	11/14/19
263353	Static Uninterruptible Power Supply	WP03 - BDR02	12/16/19
263600	Transfer Switches	Work Package 03	11/14/19
264113	Lightning Protection for Structures	Work Package 03	11/14/19
264300	Surge Protective Devices	Work Package 03	11/14/19
265100	Interior Lighting	Work Package 03	11/14/19
265600	Exterior Lighting	Work Package 03	11/14/19
271005	Structured Cabling for Voice and Data	Work Package 03	11/14/19
275116	Public Address Systems	Work Package 03	11/14/19
281000	Access Control	Work Package 03- Add 01	12/11/19
281523	Intercom Entry Systems	Work Package 03	11/14/19
282000	Video Surveillance	Work Package 03- Add 01	12/11/19
284600	Fire Detection and Alarm	Work Package 03	11/14/19
310000	Earthwork	Work Package 01	6/1/19
311100	Clearing and Grubbing	Work Package 01	6/1/19
312200	Site Grading	Work Package 01	6/1/19

312335	Excavating and Backfilling for Service Utilities	Work Package 01	6/1/19
314833	Micropiles	Work Package 01	6/1/19
320523	Site Concrete Work	Work Package 01	6/1/19
321216	Asphalt Concrete Paving	Work Package 01	6/1/19
321723	Pavement Marking	Work Package 01	6/1/19
323107	Site Perimeter Fence	Work Package 03- Add 01	12/11/19
323127	Exterior Gates and Security Enclosures	Work Package 03- Add 01	12/11/19
328000	Irrigation System	Work Package 01	6/1/19
329000	Planting	Work Package 01	6/1/19
334100	Storm Utility Drainage Piping	Work Package 01	6/1/19



241 Wilson Pike Circle • P.O. Box 5036 • Brentwood, TN 37024-5036

January 3, 2020

The City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

Attention: Kirk Bednar

Re: Brentwood Public Safety Center
Construction Document Package – Work Package 03

Dear Kirk,

Please accept this letter as our recommendation to award the following bid packages –

Construction Document Package – Work Package 03

Masonry
Carpentry
Waterproofing/ Sealants
Glass/ Glazing
Doors/ Frames/ Hardware
Composite Metal Panels
Overhead Doors
Drywall
Hard Tile
Acoustical Ceilings/ Panels
Painting
Epoxy Flooring
Lockers
Demountable Partitions
Elevator
Fire Protection
Mechanical / Plumbing
Electrical
Low Voltage

Lovells Masonry
The Parent Company, Inc.
Strong Waterproofing
Alexander Metals, Inc.
McCarthy Jones Woodard
Alexander Metals, Inc.
Crawford Door
Bock Construction
Contractors Tile
Diversified Interiors
Charlie Irwin Painting
Stonehard
Tiffin Metal Products
Synergy Business Environments
ThyssenKrupp
Bouchard Fire Protection
The Comfort Group
Anchor Electric
Modern Electric

Video Surveillance
Site Concrete
Security Fencing
Landscaping

Eye In the Sky, Inc.
Reese Enterprises, Inc.
Lu, Inc.
Artisan

Should you have questions or require additional information, please advise.

Sincerely,
THE PARENT COMPANY, INC.



Joel Carden
Vice President

cc: James Kennon, the architect Workshop
Cary Sweat, the architect Workshop

Police HQ Project

Construction Guaranteed Maximum Price Change Order Summary

Item	#1	#2	#3	Totals
General Conditions	183,190	183,190	295,721	662,101
Temporary Construction	120,106	94,144	325,551	539,801
Subcontractor Bids/Allowance/Contingency	1,891,684	3,367,077	16,607,542	21,866,303
TPC Fee	64,224	111,642	493,266	669,132
Payment & Performance Bonds	19,645	31,249	123,201	174,095
Project Contingency	100,000	200,000	765,000	1,065,000
Other	-	5,321		5,321
TOTAL	2,378,849	3,992,623	18,610,281	24,981,753

City of Brentwood

Public Safety Building

Budget Sum.-GMP for Agenda Item

Building + Site: City of Brentwood	\$	24,981,753	
Building & Site Contingency	\$	1,065,000	
General Conditions	\$	662,101	
Temporary Construction	\$	539,801	
Subcontractors/Allowances	\$	21,871,624	
TPC Fee	\$	669,132	
Bonds	\$	174,095	
Furniture & Equipment	\$	2,477,519	
Furniture & Equipment Contingency	\$	225,229	10% of 2,252,290
furniture: workstations, offices, tables, seating, freestanding storage, technology mgmt	\$	633,290	excludes disptach and future
hd storage (evidence)	\$	80,000	TAB budget
hd storage (records)	\$	35,000	relocation of existing with new rails
misc storage shelving and equipment	\$	64,000	refer to detail breakdown
fitness equipment	\$	70,000	Owner
live scan, mugshot, avis, finger print	\$	10,000	Owner - citizen scannner - \$10k
training simulator	\$	10,000	Owner - upfront cost with lease in operating budget.
signage & visual displays	\$	-	McCoy Design- \$100k allowance in gmp
artwork	\$	30,000	Owner
a/v (community, dispatch, bpd commons)	\$	350,000	Roland-Woolworth Budget
das (public safety + consumer cellular)	\$	200,000	Allowance based on bldg sf
v/d (telephone system)	\$	72,000	Owner
interview room recording system	\$	105,000	Owner
new desktop computers	\$	18,000	Owner
new servers	\$	40,000	Owner
network devices	\$	385,000	Owner
access control system (software, servers, poe switches)	\$	150,000	Owner portion of security system
Owner Soft Costs	\$	2,091,684	
design fees: SD	\$	297,800	
design fees: DD - CA	\$	1,660,400	
geotechnical report	\$	13,484	incl. \$4000 for add'l tests
owner testing	\$	90,000	Terracon
reimbursable expenses: travel, printing, etc	\$	30,000	
Project Budget: City of Brentwood	\$	29,550,956	

the architect **WORKSHOP**

Funding Allocated/Planned

FY 2018	300,000	(FY 2017 Year-End Excess Revenue Transfer)
FY 2019	1,750,000	(FY 2017 year-end excess unallocated balance)
	1,000,000	(FY 2018 year-end excess revenue transfer)
FY 2020	3,500,000	(FY 2019 year-end excess revenue transfer)
	15,000,000	(G.O. Bond Issue)
	500,000	(Remaining balance of unallocated FY 18 transfer to CP Fund)
	625,000	Williamson County (1/2)
FY 2021	1,950,000	(FY 2020 year-end excess revenue transfer)
	4,000,000	(Undesignated fund-balance transfer)
	625,000	Williamson County (1/2)
	250,000	ECD Funding
	50,000	Akin Contribution
	\$ 29,550,000	

Brentwood City Commission Agenda

Meeting Date: 01/14/2020

Res 2020-05 - Adopting an Agreement Form for Installation and Maintenance for the Franklin Road South Grinder System Project

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Res 2020-05 - Adopting an Agreement Form for Installation and Maintenance for the Franklin Road South Grinder System Project

Background

The Water Department's Capital Improvements Program includes design of the Franklin Road South sewer extension (grinder system) project with construction proposed for FY 2021. Historically, the City has offered sewer extension projects, typically via a low-pressure grinder system, with the intent of replacing failing septic systems. Past projects have been completed in neighborhoods such as Wildwood, River Oaks, Meadowlake, Carondelet, Country Club Estates, Brenthaven and numerous other areas. To date, around 3,000 of the City's roughly 11,500 customers are served via a grinder pump unit, the majority having been installed as part of a City initiated project.

Pursuant to Section 70-10 of the Municipal Code, "Conditions for construction of sewer lines to existing residential dwellings," the Board of Commissioners may establish, by resolution, policies regarding an owner's responsibility for participatory costs as well as requirements for installation and maintenance of the grinder system. For the project to move forward, the Code requires at least 51% of households within the project area to commit to applicable costs and installation policies established by the Board.

The Franklin Road South project initially included extending sewer to approximately 18 property owners along Franklin Road between Holly Tree Gap and Ellendale Drive. Over time, the scope of the project has been reduced because of a couple factors. First, during the Franklin Road construction work, the septic system serving 1504 Franklin Road was damaged and as a result, TDOT determined it was necessary to provide an alternate sewer service to the residence. TDOT's resolution requires a grinder system to be installed from the residence to the nearest public sewer located just south of Ellendale Drive. The installation of this grinder system, funded mostly by TDOT under the Franklin Road widening project, provides the base infrastructure for the northern half of the City's original planned project scope. Therefore, the project cost to the City has been reduced as

a result. Secondly, a planned commercial project under construction at 1537 Franklin Road, just north of Holly Tree Gap Road, requires sewer to be extended to the property. The extension will reduce the City's project scope further since this developer funded sewer extension will take the place of a portion of the City's planned grinder sewer project. At this time, the project scope includes six households on the northern portion of the project and seven on the southern portion or a total of 13 households to be surveyed for participation. The project does not include two existing businesses or vacant parcels along the route. Historically, vacant parcels have been able to connect up to one residence and businesses have been able to connect at a later date at the then full cost of the tap fee and installation of sewer facilities. An attached map of the project area is attached for reference.

The resulting City sewer project scope includes the City installing the piping and grinder units for the southern end of the project, or from the gravity sewer extended to the commercial site by the developer, northward to the property located at 1516 Franklin Road. On the northern end of the project where the grinder system line will be installed under the Franklin Road widening project, individual grinder units and the service lines will need to be installed by the City. Additional work by the City at all properties will include abandonment of each property owner's septic system. Construction of the grinder project and operation and maintenance of the system will also require the City to obtain permanent and temporary construction easements to install the public sewer lines.

The total funding included in the CIP for this project is \$460,000. However, with the reductions in scope discussed above we fully expect the cost to be significantly less. Once the design is completed we will develop a realistic cost of the final scope of work.

Since homeowners will need to know their share of project costs and any policies established for the project in deciding if they wish to participate, staff is recommending approval of the following form agreement for installation and maintenance of the grinder systems. Historically in similar prior projects, sewer tap fees have been discounted \$1,000 from the current tap fee for residents who agree to participate on the front end. In addition, participants historically have been required to pay the cost to install a 240 volt electrical disconnect panel on the side of home for the grinder to receive power. In keeping with past practices, the attached form agreement proposes a tap fee of \$4,000 per household (\$1,000 less than the current \$5,000 fee) and provides that each homeowner must install the required electrical disconnect in preparation for providing power to the grinder unit. The Water Services Department has detailed electrical specifications available to homeowners for use when contracting with an electrician and can provide a list of contractors able to perform such services. Each homeowner would also have the option to execute a grinder system maintenance agreement, outlining future responsibilities of both the City and the homeowner relative to repair and maintenance of the grinder system as specified in the department's "Grinder System Maintenance Program Policy," which is attached for your information.

If the Board approves staff's recommendations with regard to project costs as set forth in the draft proposed agreement, homeowners will be sent a survey letter detailing the project's scope, costs, policies, and conditions to move forward. Should there be 51% participation and the project moves forward, those non-participants would be required to pay full costs of tap fees and installation at some later date should they chose to connect to the system.

Should you have any questions, please contact Chris Milton, Water Services Director.

Staff Recommendation

Staff recommends approval of the Agreement Form for Installation and Maintenance for the Franklin Road South Grinder System Project.

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : \$460,000

Source of Funds: Water & Sewer Fund

Account Number: 412-16700-8033

Fiscal Impact:

Project CIP includes \$460,000 in engineering and construction funding.

Attachments

Resolution 2020-05

Form Agreement

Grinder Maintenance Program Policy

Project Site Map

RESOLUTION 2020-05

**A RESOLUTION TO ADOPT THE AGREEMENT FORM FOR INSTALLATION AND
MAINTENANCE FOR THE FRANKLIN ROAD SOUTH GRINDER SYSTEM PROJECT,
A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART
OF THIS RESOLUTION BY REFERENCE**

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

SECTION 1. That the Agreement Form for Installation and Maintenance for the Franklin Road South Grinder System Project and the fees and responsibilities set forth herein as attached or in a form substantially similar are hereby adopted, said attachment being made a part of this resolution by reference.

SECTION 2. That said form shall be executed by or on behalf of the property owner(s) prior to installation of a grinder pump on any private property for use with the sewer system of the City of Brentwood as part of the Franklin Road South Grinder System Project.

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

City of Brentwood
Water Services Department

Agreement
for
Participation in the City's Grinder Pump Project
Franklin Road South

1. Owner must commit to participation in project within 30 days of receiving a written request of commitment notification from the City. Failure to participate at this time will require homeowner to assume full cost of a grinder pump system installation at a future date when requesting to connect to public sewer.
2. Owner agrees to share in cost by paying a one time, \$4,000 discounted sewer tap charge prior to commissioning of home's individual grinder system and start of service. Notice of payment due shall be given to homeowner by the City approximately 30 days from due date.
3. Owner agrees to obtain electrical permit from the City's Codes Department and have installed a 220-volt, 30-amp, 4-wire weatherproof disconnect electrical service per City Code, on outside wall of home at a location acceptable to the City and near grinder pump unit.
4. The City, at its expense, agrees to fund and install the low pressure sewer lines, valves and appurtenances along public right of way or easements, the individual homeowner's grinder pump well, pump and well components, private service line from public right of way to pump well, connect home's plumbing to pump well and abandon septic system per County Code and commission all components for service. The estimated project cost to City per household has yet to be determined.
5. It is understood, that a monthly sewer bill for service will begin when installation is complete and service is available at the home. The monthly sewer service charge is based on system availability, not customer connection or usage, to ensure future operation and maintenance financial obligations of the public system are met. As such, owners who choose not to participate at this time and public sewer is available to the property will also be obligated to pay the monthly sewer charge in accordance with City Code.
6. Owner understands the monthly electric charge for pump operation will increase by approximately \$3-\$5 per month depending on household usage. Owner is responsible for this cost.
7. The City shall make available to homeowner participation in the City's grinder pump maintenance program for repair and maintenance of pump and pump well components at rates established by the "Grinder Pump Maintenance Program" conditions. Service charges associated with the maintenance program shall apply after one year of operation from commissioning of equipment or a one-year warranty period. Homeowner will assume cost if damaged due to negligent acts of the homeowner.

Homeowner:

Name of Owner(s): _____

Address: _____ Franklin Road, Brentwood, Tennessee 37027

Homeowner Contact Information:

Phone _____

Email _____

Having read thoroughly and understanding the listed terms and conditions for installation and maintenance of an individual grinder pump sewage system, I agree to be bound by such terms and conditions.

Signature(s) of all owner(s):

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this _____ day of _____, 20____, before me personally appeared _____, known to be the person (or Persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public

My Commission Expires: _____

City's Use:

Date Received: _____ By: _____



CITY OF BRENTWOOD, TN WATER SERVICES

Grinder System Maintenance Program Policy General Information and Conditions

General Information and Overview

The City has made available to those currently on septic systems and where public sewer is available, a grinder pump system connection and maintenance program, which has proven to be beneficial to those residents who desire to access the City's public sewer system via a cost effective technology extensively used in Brentwood and in other cities in the region.

Under the City's grinder extension program, the City has assumed financial responsibility of construction and installation of the low pressure grinder facilities. Some areas have systems funded by development. The City chose retrofitting existing neighborhoods with grinder pump system installations with resident participation, as an alternate means of providing public sewer. The low-pressure grinder system has proven to be less disruption to the environment and to resident's property than the traditional gravity system installation (less destruction of streams, trees and streets as well as associated nuisances resulting from construction).

In order to be included in the grinder system program, customers must commit to the City by formal agreement prior to accepting bids for the project construction, payment of a discounted sewer tap fee and electrical modifications for providing power to the home's grinder pump unit. For customers refusing participation during this time, the homeowner will assume full cost of the current sewer tap fee and system installation at the later date. This cost to the homeowner can easily be \$15,000 to \$25,000, plus a one-time, up front \$1,900 maintenance program participation fee, and installed by the homeowner's contractor.

Homeowners who commit to participation, have the option to be included in the City's grinder system maintenance program per the following conditions. The maintenance program provides 24/7 maintenance of the pump unit and pump well contents at very minimal cost to the homeowner. The program does not include work on the sewer lines on the property, consistent with traditional gravity service lines or water service lines.

Contract Maintenance Provisions and Conditions

The homeowner owns and maintains the grinder system from the public right of way (or valve box) to the home (all lines and pumping components). The City provides as an option to the homeowner a fee-based “trip charge”, grinder pump repair service which includes the contents of the pump well and electrical to the disconnect panel. During regular working hours (7:00 am to 5:00 pm Monday through Friday), the charge would be \$35.00. After hours and holidays the cost will be \$60.00 for the repair call. This is the total charge for any repairs, labor and materials needed regardless of time and effort. This charge will be added to owner’s next water bill. The owner may choose to use a qualified plumber at his expense if he prefers not to use the City contract services. However, any repairs performed by a private contractor not meeting City standards, may prevent City forces from performing future maintenance on the facilities until such non-conforming work is corrected by the owner at their cost and said work accepted by the Department. The City will not reimburse the homeowner for services provided by a third party repair service for any reason.

Terms and Conditions for Participation in the City’s Grinder Service Repair Program

1. The homeowner owns, operates and maintains a private sewer grinder system from the home to the publicly owned sewer system at the public right-of-way or easements, of which the City of Brentwood offers an alternative option to third party repair services, via a contract maintenance service. The City’s services include repair and maintenance service, limited to components contained within the pump well and include electrical to the disconnect panel. The City service does not include repairs to any lines outside the pump well consistent with private gravity sewer service lines and private water service lines upon private property.
2. Homeowner shall make improvements to existing grinder system required by the City to meet current, minimum City standards for new grinder system construction.
3. The City shall provide at no cost to the homeowner, a grinder system inspection and written report of needed improvements to meet minimum City standards upon commissioning of a grinder system.
4. Homeowner shall pay to the City at the time the agreement is signed, a one-time \$1,900 replacement pump fee.
5. The homeowner agrees to pay current contract maintenance service charges invoiced with their monthly water and sewer bill after completion of the work. Currently, these fees are as follows: during regular working hours (7:30 am to 4:00 pm Monday through Friday), the current service charge is \$35.00. After hours and holidays, the service charge is \$60.00. This is the total charged for labor and materials needed to make the repair, regardless of time and effort. Charges will not be made for return trips attributed to faulty workmanship directly related to the initial repair, as determined by the City. These rates are subject to change by the City Commission.

6. Homeowner agrees to assume cost of repairs, if damaged due to negligent acts of the homeowner as deemed by the City, such as placing harmful items in the sewer system (solid debris, paper towels, diapers, string or rope, or other items that cause clogging or destruction of mechanical equipment). These rates are subject to change by the City Commission.
7. To be responsible for the monthly cost of the electrical service for the grinder pump unit.
8. The homeowner shall allow permanent ingress and egress to City personnel or its representatives for repair services. The homeowner shall provide and maintain clear access at all times to the grinder system facilities for City personnel. This includes clear access from landscaping, fencing, immovable structures, or dangerous conditions including added depth. Homeowner agrees that City personnel shall not provide repair services if access is not maintained or in the opinion of the City, conditions are unsafe.

**FRANKLIN RD. SOUTH
GRINDER SEWER EXTENSION PROJECT**

NORTH SECTION:

- TDOT Funding of Base Infrastructure
- COB Funding Grinders, Service Lines.
- 6 Planned Participants or Grinder Units.
- Note, 2 Commercial Properties. COB will install service tee and valve. Prop. Owner would be req'd. install grinder, pay full fees.

SOUTH SECTION:

- All Funded by COB
- 7 Planned COB Participants or Grinder Units

