



Agenda for the Regular Meeting of Board of Commissioners
Monday, April 13, 2020 - 7:00 pm
Brentwood City Hall

In the interest of the public health, safety, and welfare of the public, this meeting will be held electronically pursuant to Governor's Executive Order No. 16. Physical presence of the public will be limited, but the meeting may be viewed online at www.brentwoodtn.gov/livestream.

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

Approval or Correction of Minutes

March 23, 2020

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

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

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

Consent Agenda

1. Ordinance 2020-05 - AN ORDINANCE AMENDING THE BRENTWOOD MUNICIPAL CODE BY MODIFYING SECTION 22-4 REGARDING COURT COSTS, for consideration on second and final reading
2. Resolution 2020-25 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRAYBAR ELECTRIC COMPANY FOR LED LIGHT FIXTURES FOR CROCKETT PARK AND GRANNY WHITE PARK, for adoption
3. Resolution 2020-32 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH KERR BROS. & ASSOCIATES, INC. FOR PAVEMENT MARKING SERVICES, for adoption
4. Resolution 2020-33 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH DEMCO LIBRARY INTERIORS FOR PURCHASE OF FURNITURE FOR THE CHILDREN'S LIBRARY UTILIZING FUNDS FROM THE JOHN P. HOLT BEQUEST ACCOUNT, for adoption
5. Resolution 2020-34 - A RESOLUTION AUTHORIZING AN AMENDMENT OF THE AGREEMENT WITH ARCHITECT WORKSHOP FOR POLICE HEADQUARTERS FACILITY DESIGN SERVICES, for adoption
6. Approval to purchase body armor for the Police Department
7. Approval to purchase two trucks for the Water Services department

Old Business

1. Other old business

New Business

1. Resolution 2020-35 - A RESOLUTION AUTHORIZING A TEMPORARY MODIFICATION TO THE CITY OF BRENTWOOD UTILITY BILLING POLICIES DUE TO THE HARDSHIPS AS A RESULT OF THE COVID-19 VIRUS, for adoption
2. Appointment of three (3) members to the Park Board
3. Appointment of one (1) member to the Williamson County Board of Equalization
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: 04/13/2020

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 March 23, 2020 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, March 23, 2020 at 7:00 pm at Brentwood City Hall.

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

Staff: City Manager Kirk Bednar; City Attorney Kristen Corn (electronically); Assistant City Manager Jay Evans (electronically)

Mayor Little stated the following:

“As you may know, Governor Bill Lee issued Executive Order 16 on Friday, March 16. This Order was issued to ensure that government continues to function openly and transparently during the COVID-19 emergency while taking appropriate measures to protect the health and safety of citizens and government officials. In his Order, Governor Lee recognized that guidance from the White House and Centers for Disease Control and Prevention advises that Americans should avoid social gatherings in groups of more than 10 people and that older persons and persons with serious underlying health conditions should remain at home. The Governor also emphasized that in the interest of limiting the community spread of COVID-19, private and governmental entities of all types should eliminate large public gatherings and conduct business remotely by electronic means to the greatest extent possible. The Order provides that governments may meet to conduct essential business by electronic means when the governing body determines that doing so is necessary to protect citizens.

Sadly, COVID-19 is spreading rapidly throughout the state and Williamson County, with known cases in Brentwood. Therefore, the City has determined that in the interest of protecting the health, safety, and welfare of Tennesseans and the citizens of Brentwood, it is necessary for the Board of Commissioners to meet partially electronically rather than in-person. We have posted the link for public viewing on the City’s website and social media pages, and we have disseminated the same to the media. Is there any objection by the Commission? Seeing none, we will proceed with our meeting in accordance with the State of Tennessee Governor’s Executive Order Number 16.”

Commissioner Gorman led the Invocation. The Pledge of Allegiance was led by Mayor Little. Mayor Little also presented the Proclamation for Arbor Day.

Approval or Correction of Minutes

March 9, 2020

Moved by Commissioner Mark Gorman for approval of the minutes as written,
seconded by Commissioner Nelson Andrews

Vote: 7 - 0 Approved - Unanimously

Consent Agenda

Resolution 2020-24 - A RESOLUTION AUTHORIZING THE INSTALLATION OF A
SPEED HUMP ON ANSLEY LANE IN THE SOMERSET SUBDIVISION, for adoption

Resolution 2020-27 - A RESOLUTION AUTHORIZING THE ACQUISITION OF
EASEMENTS FOR THE WILSON PIKE CIRCLE SEWER LINE REPLACEMENT
PROJECT, for adoption

Resolution 2020-28 - A RESOLUTION AUTHORIZING THE ACQUISITION OF
EASEMENTS FOR THE WIKLE ROAD WATER LINE PROJECT, for adoption

Resolution 2020-29 - A RESOLUTION AMENDING THE JOHN P. HOLT BRENTWOOD
LIBRARY POLICY MANUAL ON THE SECTION RELATIVE TO THE BRENTWOOD
ROOM COLLECTION DEVELOPMENT STATEMENT, for adoption

Resolution 2020-30 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
AGREEMENT WITH THE PARENT COMPANY TO DECREASE THE GUARANTEED
MAXIMUM PRICE FOR THE POLICE DEPARTMENT HEADQUARTERS FACILITY,
for adoption

Resolution 2020-31 - A RESOLUTION TO PURCHASE ROOFING MATERIALS FOR
THE POLICE HEADQUARTERS FROM THE GARLAND CO. PURSUANT TO THE
OMNIA PURCHASING COOPERATIVE, for adoption

Moved by Commissioner Mark Gorman for approval of the items on the Consent
Agenda, seconded by Commissioner Nelson Andrews

Vote: 7 - 0 Approved - Unanimously

New Business

Ordinance 2020-05 - AN ORDINANCE AMENDING THE BRENTWOOD MUNICIPAL
CODE BY MODIFYING SECTION 22-4 REGARDING COURT COSTS, for consideration
on first reading

Moved by Commissioner Mark Gorman for passage of Ordinance 2020-05, seconded
by Commissioner Nelson Andrews

Vote: 7 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:50 pm.

APPROVED _____

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

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 04/13/2020

Ordinance 2020-05 - Amending Section 22-4 of the Brentwood Municipal Code Relative to an Electronic Citation Fee

Submitted by: Jeff Hughes, Police

Department: Police

Information

Subject

Ordinance 2020-05 - Amending Section 22-4 of the Brentwood Municipal Code Relative to an Electronic Citation Fee

Background

Staff recommends that the Commission adopt an ordinance allowing for an additional \$5.00 court fee that can only be spent as described herein. The language in state law under TCA 55-10-207 allows for the following:

(e)(1) Each court clerk shall charge and collect an electronic traffic citation fee of five dollars (\$5.00) for each traffic citation resulting in a conviction. Such fee shall be assessable as court costs and paid by the defendant for any offense cited in a traffic citation delivered that results in a plea of guilty or nolo contendere, or a judgment of guilty. This fee shall be in addition to all other fees, taxes and charges. One dollar (\$1.00) of such fee shall be retained by the court clerk. The remaining four dollars (\$4.00) of the fee shall be transmitted monthly by the court clerk to the law enforcement agency that prepared the traffic citation that resulted in a plea of guilty or nolo contendere, or a judgment of guilty.

(2) All funds derived from the electronic traffic citation fee that are transmitted to the law enforcement agency that prepared the traffic citation pursuant to subdivision (e)(1) shall be accounted for in a special revenue fund of such law enforcement agency and may only be used for the following purposes:

(A) Electronic citation system and program related expenditures; and

(B) Related expenditures by such local law enforcement agency for technology, equipment, repairs, replacement and training to maintain electronic citation programs.

(3) All funds derived from the electronic citation fee set aside for court clerks pursuant to subdivision (e)(1) shall be used for computer hardware purchases, usual and necessary computer related expenses, or replacement. Such funds shall be preserved for those purposes and shall not revert to the general fund at the end of a budget year if unexpended.

(4) The local legislative body of any county or municipality may, by majority vote, adopt a resolution or ordinance to authorize a county or municipal court clerk to charge and collect electronic traffic citation fees pursuant to this subsection (e). Any electronic traffic citation fee imposed pursuant to an ordinance or resolution under this subdivision (e)(4) shall terminate five (5) years from the date on which the ordinance or resolution is adopted.

The Finance Department will set up a special revenue fund for \$4.00 of the total \$5.00 fee, similar to the Drug Fund. The remaining \$1.00 will go to a restricted fund balance in the general fund to be carried over year to year.

The purpose of this legislation is to provide financial assistance to court and law enforcement agencies in implementing/processing electronic citations, a process that is much more efficient than writing paper tickets and hand entering data into court software. The Brentwood Police Department currently utilizes electronic citations, but will continue to incur costs associated with replacing hardware, software maintenance, etc. The collection of this fee will help offset those costs.

The projected revenue for the 5-year period allowed to collect this additional fee is approximately \$30,000, to be used to implement and sustain the electronic citation process.

As noted, there is a five-year sunset clause in this legislation. Staff recommends that the collection of the additional fee begin July 1, 2020, coinciding with the beginning of FY 2020-2021 for accounting purposes. For those cases where this new fee would be applied, the assessed court costs will increase from \$75 to \$80. Note that court costs are separate from the actual fine for a ticket, which is capped at \$50.

Please direct additional questions to the Chief of Police or City Attorney.

Staff Recommendation

Staff recommends the adoption of an ordinance that would allow for the collection of this additional fee. The proposed ordinance is attached.

Previous Commission Action

The Board of Commissioners passed Ordinance 2020-05 on first reading at the March 23, 2020 meeting.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

The projected revenue for the 5-year period is approximately \$30,000.

Attachments

Ordinance 2020-05

ORDINANCE 2020-05

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY MODIFYING SECTION 22-4, REGARDING COURT COSTS

WHEREAS, Section 22-4 of the Code of Ordinances of the City of Brentwood establishes costs to be collected from persons who violate provisions of the Code of Ordinances; and

WHEREAS, Tennessee Code Annotated § 55-10-207 authorizes the issuance of traffic citations by electronic means, along with a fee for the recovery of costs associated with the issuance and processing of such citations, provided that any electronic traffic citation fee so imposed shall terminate after five years.

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

SECTION 1: That section 22-4 of the Code of Ordinances of the City of Brentwood is hereby amended by adding a new subsection (c), to read as follows:

(c) An electronic citation fee of \$5.00 shall be charged as court costs and paid by the defendant for any offense cited in a traffic citation that results in a plea of guilty or nolo contendere, or a judgment of guilty. The electronic citation fee shall be in addition to all other fees, taxes and charges. All funds derived from the electronic citation fee are to be accounted for and used as provided in T.C.A. § 55-10-207. The electronic citation fee shall terminate five years from the date this subsection becomes effective, unless the authority to collect the fee is extended by action of the Tennessee General Assembly.

SECTION 2. In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

SECTION 3. If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.

SECTION 4. That this ordinance shall take effect on July 1, 2020, or upon publication of notice of final passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____ n/a
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	_____
PUBLIC HEARING			Date of publication:	_____
Notice published in:		_____ n/a		
Date of publication:		_____		
Date of hearing:		_____	EFFECTIVE DATE	_____

MAYOR Rhea E. Little, III

RECORDER Holly Earls

Approved as to form:

CITY ATTORNEY Kristen L. Corn

Brentwood City Commission Agenda

Meeting Date: 04/13/2020

Resolution 2020-25 - Approval of purchase LED Light Fixtures for Crockett Park and Granny White Park through Omnia Partners Purchasing Cooperative

Submitted by: Dave Bunt, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Resolution 2020-25 - Approval of purchase LED Light Fixtures for Crockett Park and Granny White Park through Omnia Partners Purchasing Cooperative

Background

As part of the FY 2020 Capital Improvements Program, it was planned to convert the parking lot lighting fixtures at Granny White Park and Crockett Park to LED fixtures. The FY 2020 Capital Improvements Plan includes funding of \$50,000 for Crockett Park and \$35,000 at Granny White Park for a total of \$85,000 within the Facilities Maintenance Fund for this project. In addition, funding for cameras is included in the Capital Projects fund as part of the larger security system project (\$300,000).

A total of 26 fixtures at Granny White Park and 76 fixtures at Crockett Park will be replaced. Also, to enhance park security capabilities, some of the new fixtures will have security cameras integrated into the fixtures themselves. Three cameras will be placed at Granny White Park and 13 will be placed within Crockett Park. Initially, the Police Department will have wireless access to data at each individual camera should an incident occur. In the long term, once fiber is available in each park, data will be accessed through the City's network.

Staff is requesting approval to purchase and install these fixtures under the OMNIA Partners Purchasing Cooperative (formerly US Communities). Through the OMNIA cooperative, Graybar Electric Company was awarded a contract to allow for the purchase of these fixtures. Graybar submitted a quote for a total of \$124,655.57. The fixture cost is \$85,455.57 and the camera cost is \$39,200. It should be noted the fixture price is slightly higher than the budgeted amount mainly because of a photocell option staff requested. Instead of having 102 individual photocells to maintain, we will be installing a total of nine photocells that will control banks of lights rather than the lights being controlled individually. In the long run, this will provide savings in both staff time and cost to maintain these lights.

The quote, OMNIA Partners contract information, and fixture pictures are included for

your review. This project will enhance security and save energy through reduced electrical usage.

Please contact Parks and Recreation Director Dave Bunt if you have any questions.

Staff Recommendation

Staff recommends approval to award this project to Graybar Electric Company. If approved, the project will begin in mid-May and the work should be completed within 60 days of the start date.

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : \$85,455.57

Source of Funds: Facilities Maintenance Fund

Account Number: 110-44400-89600

Fiscal Impact:

The FY 2020 Capital Improvements Plan includes funding of \$50,000 for Crockett Park and \$35,000 at Granny White Park for a total of \$85,000 within the Facilities Maintenance Fund for this project.

The fixture price is slightly higher than the budgeted amount.

Amount : \$39,200.00

Source of Funds: Capital Projects Fund

Account Number: 311-45300-6016

Fiscal Impact:

Funding for the cameras is included as part of the larger \$300,000 security system project in the Capital Projects fund. Other purchases from this security project were for license plate reader systems at several intersections.

Attachments

Resolution 2020-25

COB Contract No. 2020-030

Omnia Partners Contract Info

Fixture Pictures

RESOLUTION 2020-25

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND GRAYBAR ELECTRIC COMPANY, INC. FOR LED LIGHT FIXTURES FOR CROCKETT PARK AND GRANNY WHITE PARK, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Graybar Electric Company, Inc. for LED light fixtures for Crockett Park and Granny White Park, 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

Date: Mar 18, 2020

Quote: GRAYBAR NATN19-1969-1

Quote

Page 1/5



GRAYBAR
 825 8TH AVE SOUTH
 Nashville TN 37203-4143
 Phone: (615) 743-3300
 Fax:
From: Charlie Shannon
Quoter Ph:
email:

Project Brentwood Parks - Granny White/
 CrockeTt Park
Location
Quote GRAYBAR NATN19-1969-1

To:

For
Bid Date Mar 2, 2020
Expires Apr 1, 2020

QTY	Type	MFG	Part
2	G3-5WQ	COL	GLEON-AF-03-LED-E1-5WQ-BZ-800-R
2	G3-5WQ	COL	OA/RA1016
10	G3-5WQ 2	COL	GLEON-AF-03-LED-E1-5WQ-BZ-800-R
10	G3-5WQ 2	COL	OA/RA1016
8	G3-T2	COL	GLEON-AF-03-LED-E1-T2-BZ-800-R
8	G3-T2	COL	OA/RA1016
6	G3-T4	COL	GLEON-AF-03-LED-E1-T4FT-BZ-800-R
6	G3-T4	COL	OA/RA1016
8	G4-5WQ 2	COL	GLEON-AF-04-LED-480-5WQ-BZ-R
8	G4-5WQ 2	COL	G4-5WQ 2
8	G1-5WQ	COL	GPC-AF-01-LED-E1-5WQ-BZ-QM-R
8	G1-5WQ	COL	OA/RA1016
1	NF150	COL	NFFLD-L-C150-D-480-66-S-CB-PER
1	NF150	COL	OA/RA1027
5	G4-5WQ	COL	GLEON-AF-04-LED-480-5WQ-BZ-R
5	G4-5WQ	COL	OA/RA1027
2	G3-5WQ	COL	GLEON-AF-03-LED-E1-5WQ-BZ-800-R
2	G3-5WQ	COL	OA/RA1016
14	G3-5WQ 2	COL	GLEON-AF-03-LED-E1-5WQ-BZ-800-R
14	G3-5WQ 2	COL	OA/RA1016
10	G2-T4FT	COL	GLEON-AF-02-LED-480-T4FT-BZ-R
10	G2-T4FT	COL	OA/RA1027
2	G2T4FT2 90	COL	GLEON-AF-02-LED-480-T4FT-BZ-R
2	G2T4FT2 90	COL	OA/RA1027
3	G2-T2	COL	GLEON-AF-02-LED-480-T2-BZ-R



GRAYBAR
 825 8TH AVE SOUTH
 Nashville TN 37203-4143
 Phone: (615) 743-3300
 Fax:
From: Charlie Shannon
Quoter Ph:
email:

Project Brentwood Parks - Granny White/
 CrockeTt Park

Location
Quote GRAYBAR NATN19-1969-1

QTY	Type	MFG	Part	
3	G2-T2	COL	OA/RA1027	
2	NF150	COL	NFFLD-L-C150-D-480-66-S-CB-PER	
2	NF150	COL	OA/RA1027	
3	G10-WQ	COL	GLEON-AF-10-LED-480-5WQ-BZ-R	
3	G10-WQ	COL	OA/RA1027	
7	G4-T3	COL	GLEON-AF-04-LED-E1-T3-BZ-R	
7	G4-T3	COL	OA/RA1016	
3	G4-T3	COL	GLEON-AF-04-LED-E1-T3-BZ-R	
3	G4-T3	COL	OA/RA1027	
4	G10WQ2 ADJ	COL	GLEON-AF-10-LED-480-5WQ-BZ-ADJA-R	
4	G10WQ2 ADJ	COL	OA/RA1027	
2	G4-WQ 2	COL	GLEON-AF-04-LED-480-5WQ-BZ-R	
2	G4-WQ 2	COL	OA/RA1027	
3	G2-5WQ 3	COL	GLEON-AF-02-LED-480-5WQ-BZ-R	
3	G2-5WQ 3	COL	OA/RA1027	
SUBTOTAL				\$68,284.37
16	CAMERAS	AXIS	LZC CAMERA FACTORY INSTALLED IN GLEON FIXTURE.	
SUBTOTAL				\$39,200.00
1	LABOR	MISC	LABOR TO CHANGE OUT FIXTURES - REYNOLDS ELECTRICAL CONTRACTORS, LLC	
SUBTOTAL				\$15,850.00
-103	PC		DELETE FACTORY INSTALLED PHOTOCELLS	
SUBTOTAL				(\$4,078.80)



GRAYBAR
825 8TH AVE SOUTH
Nashville TN 37203-4143
Phone: (615) 743-3300
Fax:

From: Charlie Shannon
Quoter Ph:
email:

Project Brentwood Parks - Granny White/
Crockett Park

Location
Quote GRAYBAR NATN19-1969-1

QTY	Type	MFG	Part
1	PC		ADD 9 PHOTOCELLS TO BE INSTALLED BY REYNOLDS ELECTRIC

SUBTOTAL

\$5,400.00

Total:

\$124,655.57

Notes:

FREIGHT INCLUDED.

LABOR TO BE PROVIDED BY REYNOLDS ELECTRICAL CONTRACTORS, LLC.

THIS QUOTE IS COMPLIANT WITH THE US COMMUNITIES PROGRAM, CONTRACT NUMBER EV2370.

THIS CONTRACT NUMBER MUST BE REFERENCED ON ALL PURCHASE ORDERS.

THE GRAYBAR-U.S. COMMUNITIES CONTRACT WAS SOLICITED AND AWARDED TO MEET THE "JOINT POWERS AUTHORITY" OR "COOPERATIVE PROCUREMENT AUTHORITY" VIA A COMPETITIVE SOLICITATION BID BY A LEAD PUBLIC AGENCY, CITY OF KANSAS CITY, MO. THIS CONTRACT SATISFIES THE COMPETITIVE SOLICITATION REQUIREMENT OF PUBLIC AGENCIES IN THE STATE OF TENNESSEE.

QUESTIONS REGARDING THE US COMMUNITIES CONTRACT CAN BE DIRECTED TO
USCOMMUNITIES@GRAYBAR.COM

Terms and conditions of sale:

GRAYBAR ELECTRIC COMPANY, INC.

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers.

If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.

3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.

4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make



GRAYBAR
825 8TH AVE SOUTH
Nashville TN 37203-4143
Phone: (615) 743-3300
Fax:
From: Charlie Shannon
Quoter Ph:
email:

Project Brentwood Parks - Granny White/
Crockett Park
Location
Quote GRAYBAR NATN19-1969-1

available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.



GRAYBAR
825 8TH AVE SOUTH
Nashville TN 37203-4143
Phone: (615) 743-3300
Fax:
From: Charlie Shannon
Quoter Ph:
email:

Project **Brentwood Parks - Granny White/
Crockett Park**
Location
Quote GRAYBAR NATN19-1969-1

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Tennessee applicable to contracts to be formed and fully performed within the State of Tennessee, without giving effect to the choice or conflicts of law provisions thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.



ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS
AND RELATED PRODUCTS, SERVICES AND SOLUTIONS
Executive Summary

Lead Agency: City of Kansas City, Missouri

Solicitation: RFP365

RFP Issued: September 6, 2017

Pre-Proposal Date: September 20, 2017

Response Due Date: October 6, 2017

Proposals Received: #3

Awarded to: Graybar Electric Company, Inc. contract #EV2370

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2370 on September 6, 2017, to establish a national cooperative contract for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions.

The solicitation included cooperative purchasing in Section 1. Master Agreement:

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions (herein "Products and Services").

And Section 3. U.S. Communities:

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Seattle.gov – The Buy Line Blog
- Daily Journal of Commerce, OR
- The Advocate, LA
- The Honolulu Star, HI
- DEMANDSTAR, ONVIA
- City of Kansas City, Missouri
- Merx.com
- The New York State Contract Reporter
- Washington Electronic Business Solution
- U.S. Communities - Website

On October 6, 2017 proposals were received from the following offerors:

- Graybar Electric Company, Inc.
- HB (Delivering Systems LLC/DBA High Biometrics)
- supplyFORCE

Upon evaluation, the committee elected to award to the most responsive proposal Graybar Electric Company, Inc. for electrical, lighting, data communications and security products and related products, services and solutions.

Contract includes:

Graybar offers a robust selection of products in electrical and lighting, data communication and security, hardware, and services. Solution benefits include:

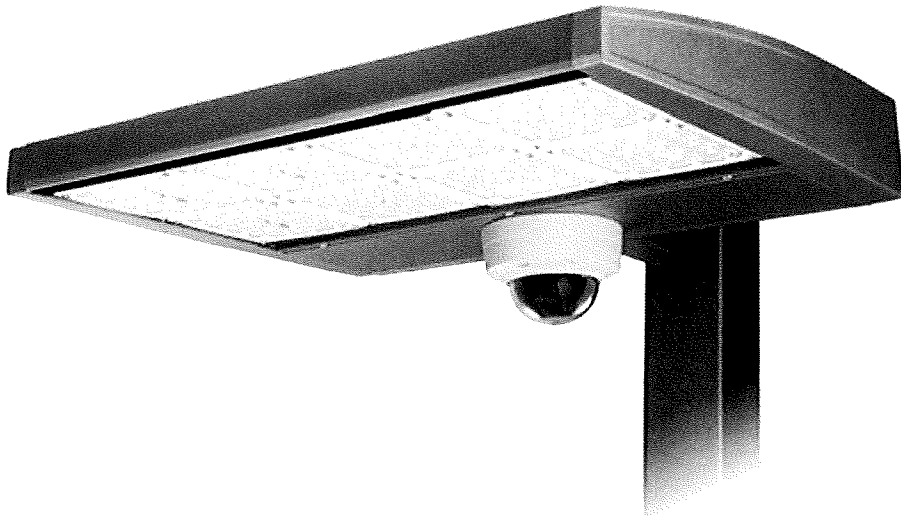
- Comprehensive Products, Services, & Solutions
- Next day service is free of charge for materials stocked in the branch and within the standard service area
- Volume Incentive

Term:

Contract period from February 1, 2018 through January 31, 2023 with the option to renew to for up to three (3) additional two (2) year terms through January 31, 2029.

Pricing/Discount: Discounts are based on Graybar List Price or Cost in effect at the time of order. Visit Graybar landing page *Graybar Online Store* for more details.

OMNIA Partners, Public Sector Landing Pages: <https://www.omniapartners.com/publicsector/contracts/supplier-contracts/graybar>



Brentwood City Commission Agenda

Meeting Date: 04/13/2020

Resolution 2020-32 - Award of FY 2021 Pavement Marking Contract with Kerr Brothers & Associates, Inc.

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Resolution 2020-32 - Award of FY 2021 Pavement Marking Contract with Kerr Brothers & Associates, Inc

Background

The City's current pavement marking contract expires on June 30, 2020. Therefore, an advertisement for bids was released on February 16, 2020. A mandatory pre-bid conference was held on February 26, 2020, with only two contractors attending. The scheduled bid opening was March 3rd with only one bid received from Kerr Brothers & Associates, Inc. The bid amount is based on estimated quantities to facilitate comparison of bids. However, actual costs will be based on work completed at the quoted unit prices.

Kerr Brothers has performed the City's pavement marking work for the past several years with great success. Staff believes that their prices are competitive and the level of service is unmatched in the industry. Kerr Brothers is located in Metro Nashville making it easy for them to deliver timely completion of assigned work.

Please contact the Public Works Director with any questions.

Staff Recommendation

Staff recommends award of this contract for Fiscal Year 2021.

Previous Commission Action

N/A

Fiscal Impact

Amount : \$100,000 est.

Source of Funds: General Fund

Account Number: 110-43120-82643

Fiscal Impact:

The bid packet provides unit pricing for various types of pavement markings and included anticipated quantities of work for bid comparison purposes. However, there is no guarantees with regards to the actual amount of work that may be assigned in a typical year, and the actual expenditure amount during the year will depend upon the quantity of work and unit pricing.

The City uses this contract for maintenance of all marked pavement within the City's road network, and City owned parking lots. Moreover, this contract is used in concert with the Annual Paving Contract, to remark any roads that are repaved throughout the year.

Attachments

Resolution 2020-32

Contract No. 2020-034

Bid Packet

Performance Bond & Insurance

RESOLUTION 2020-32

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF
BRENTWOOD AND KERR BROS. & ASSOCIATES, INC. FOR PAVEMENT MARKING
SERVICES, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND
MADE A PART OF THIS RESOLUTION BY REFERENCE**

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Kerr Bros. & Associates, Inc. for pavement marking services, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR

Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

CONTRACT

COB Contract No. 2020-034

THIS CONTRACT entered into this _____ day of _____, 20____ by and between the City of Brentwood, Tennessee a municipal corporation, hereinafter called the "City," and a _____, hereinafter called the "Contractor."

WITNESSETH

In consideration of the mutual promise of the parties hereto, they do AGREE as follows:

ARTICLE 1 - SCOPE OF THIS CONTRACT

The work to be done consists of furnishing all skilled labor, materials, supplies, tools, and equipment necessary to perform all work and services required for providing pavement marking services for the City of Brentwood in strict accordance with the terms and provisions of this Contract and any specifications attached hereto.

This contract shall commence from the date of above for one year unless extended or terminated earlier in accordance with the provisions hereof.

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

ARTICLE 2 - CHANGES

A. The City may, by written order, (and without notice to the Sureties), make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE 3 - INSPECTIONS

All workmanship and services shall be subject to inspections, examinations and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge thereof. If the Contractor fails to proceed at once to correct such defective

workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance thereof.

ARTICLE 4 - SITE INVESTIGATION

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

ARTICLE 5 - DELAYS, DAMAGES

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article I, or fails to complete the work within such time, the City may terminate the Contractor's right to proceed. In such event, the City may require the surety to fully perform and complete the work in the manner required by the Completion and Performance Bond and the City may take over the work prosecute the same to completion by contract or otherwise, and the Contractor and the Contractor's surety shall be liable to the City for any excess cost occasioned thereby. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore.

ARTICLE 6 - PAYMENT

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor monthly in accordance with the Base Prices set forth in the Price List attached hereto, subject to adjustments specified Article 3 (Inspections). Payment will be made within twenty (20) days after the end of each monthly period and invoice therefor. The Contractor shall submit an invoice after the 15th of each month showing the work performed during the month, street names, quantities and the amount due.

ARTICLE 7 - FINAL PAYMENT

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

ARTICLE 8 - INDEMNIFICATION BY CONTRACTOR

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

ARTICLE 9 - LABOR AND MATERIAL BOND

Prior to commencing work under this Contract, the Contractor agrees to furnish a Labor and Material Bond with good and sufficient surety or sureties acceptable to the City, conditioned that the Contractor shall promptly make payments to the persons supplying labor, material, or supplies to the Contractor or subcontractors in the performance of the work under this Contract and any amendment or extension thereof. The form and conditions of this bond shall be as prescribed by the City and the penal sum thereof shall be \$25,000.00.

ARTICLE 10 - RATE OF PROGRESS

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

ARTICLE 11 - COMPLIANCE WITH ALL LAWS, ORDINANCES, STATUTES, AND REGULATIONS

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

ARTICLE 12 - INSURANCE

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

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, 30 days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, 30 days' prior written notice will be given the certificate holder."

COVERAGE SHALL BE MAINTAINED IN THE FOLLOWING MINIMUM AMOUNTS:

1. Comprehensive General Liability:

Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
or Combined Single Limit of	\$1,000,000

2. Worker's Compensation and Employer's Liability as provided for in applicable statutes.
3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$500,000 each person
	\$1,000,000 each occurrence
Property Damage	\$ 500,000 each occurrence
Or Combined Single Limit of	\$1,000,000

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

ARTICLE 13 - PERMITS AND LICENSES

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

ARTICLE 14 - SUBCONTRACTING AND ASSIGNMENT

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the

contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contractor Documents.

- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 15 - SUPERINTENDENCE BY THE CONTRACTOR

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

ARTICLE 16 - TERMINATION

Notwithstanding any other provisions in this Contract, the Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within allowed times for completion as set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 17 - TERMINATION OF CONTRACT FOR CAUSE

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

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 18 - ANTIDISCRIMINATION

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

ARTICLE 19 - PERSONNEL

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

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

ARTICLE 20 - REPORTS AND INFORMATION

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

ARTICLE 21 - OPTION TO EXTEND

This contract may be extended by written notice by the City's Mayor at the recommendation of the City of Brentwood's Public Works Director under the same terms and conditions for two additional one-year periods, provided the Bidder agrees to the extensions.

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

CITY OF BRENTWOOD, TENNESSEE

CONTRACTOR

By _____
Mayor

By Michael D. Oliver
Authorized Officer

Attest:

City Recorder

President
Title

Approved as to Form and Legality:

City Attorney



City of Brentwood

Invitation to Bid

NUMBER: PW 02-2020
NAME: MARKING PAVEMENT SERVICES
BID DUE DATE/TIME: March 3rd @ 2:30 PM

UNLESS OTHERWISE NOTED WITHIN, SEALED BIDS WILL BE OPENED AT:

CITY OF BRENTWOOD, CITY HALL

5211 MARYLAND WAY

BRENTWOOD, TN 37027

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LEGAL NOTICE

Sealed bids for pavement marking services will be received by the City of Brentwood, Tennessee, Brentwood Municipal Center, Attention: Karen Harper, 5211 Maryland Way, P.O. Box 788, Brentwood, Tennessee, 37024-0788, until 2:30 p.m., local time, Tuesday, March 3rd, 2020, at which time and place the bids will be publicly opened and read aloud.

Specifications and bid documents may be obtained from the Brentwood Public Works Department, 1750 General George Patton Drive, Brentwood, Tennessee, 37024-0788 or online at www.brentwoodtn.gov.

Bidders are required to be licensed in accordance with State Law. The City of Brentwood reserves the right to reject any and all bids, to accept any bid which is deemed to be in the best interest of the City, and to waive any informalities in the bids considered. A Mandatory Pre-Bid Conference will be held on **Wednesday, February 26th, 2020 at 8:00 AM** at the Brentwood Service Center, 1750 General George Patton Drive, Brentwood.

Bid envelopes must be marked: *Sealed Bid Enclosed, Pavement Marking Services – to be opened March 3rd, 2020. **The bid envelope is required to have the contractor's name, license number, expiration date and classification on it. (Non-complying bids shall be rejected).***

Any questions should be directed to: Todd Hoppenstedt, Director of Public Works, City of Brentwood, at (615)371-0080 or todd.hoppenstedt@brentwoodtn.gov.

WILLIAMSON A.M.

Sunday, February 16, 2020

INVITATION TO BID

City of Brentwood

P.O. Box 788

Brentwood, Tennessee 37024-0788

PAVEMENT MARKING SERVICES BID

CITY OF BRENTWOOD

P.O. Box 788

BRENTWOOD, TENNESSEE 37024-0788

You are invited to bid on a contract to provide pavement marking services for the City of Brentwood Public Works Department.

Bids will be received by the City of Brentwood, c/o Karen Harper, at the Brentwood Municipal Center, 5211 Maryland Way, Brentwood, Tennessee 37027 until 2:00 p.m., local time, Tuesday, March 3rd, 2020, at which time and place bids will be publicly opened and read aloud.

Bid envelopes must be marked: *Sealed Bid Enclosed, Pavement Marking Services – to be opened March 3rd, 2020. **The bid envelope is required to have the contractor's name, license number, expiration date and classification on it. (Noncomplying bids shall be rejected).***

This project generally consists of the pavement marking on selected streets & highways within the City of Brentwood.

Bid Documents will be ready for pick-up or available online on February 17th, 2020. A Mandatory Pre-Bid Conference will be held on **Wednesday, February 26th, 2020 at 8:00 AM** at the Brentwood Service Center, 1750 General George Patton Drive, Brentwood.

Any questions should be directed to: Todd Hoppenstedt, Director of Public Works, City of Brentwood at (615) 371-0080 or todd.hoppenstedt@brentwoodtn.gov.

PAVEMENT MARKING SERVICES - CITY OF BRENTWOOD

A Five Percent (5%) Bid Bond Security is required with submission of bid document.

Bidders are required to be licensed in accordance with State Law. The City of Brentwood reserves the right to reject any and all bids, to accept any bid which is deemed to be in the best interest of the City, and to waive any informalities in the bids considered.

INSTRUCTIONS TO BIDDERS

DEFINITIONS

A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with Bidding Documents.

The Base Bid is the sum stated in Bid for which Bidder offers to perform Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

A Unit Price is an amount stated in the Base Bid as a price per unit of measurement for material, equipment or services, or a portion of the Work as described in the Bidding Documents.

A Bidder is a person or entity, usually a General Contractor, who submits a Bid.

A Sub-bidder is a person or entity, usually a subcontractor or material supplier, who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

The Owner is the City of Brentwood, Tennessee.

BIDDER'S REPRESENTATIONS

The Bidder by making a Bid represents that:

The Bidder has carefully read and understands Bidding Documents and has found them complete and free from ambiguities and sufficient for the purpose intended; further that,

The Bid is made in accordance with the Bidding Documents; further that,

Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the bid figure; and further that,

The bid figure is based solely upon the bidding documents and properly issued written addenda and not upon any other written representation.

FORM AND STYLE OF BIDS

Fill in all blank spaces on Bid Form; failure to do so will be cause for rejection. No segregated Bids or assignments will be considered. No qualifying letters or statements will be considered.

Where so indicated by makeup of bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

Make Bids on unaltered Bid Forms furnished by the City. Submit one copy of Bid Form. Bids shall be signed by person or persons legally authorized to bind Bidder to contract with name typed or legibly printed below signature.

Bids shall include at least three references where comparable MUTCD compliant contracts are/have been held with TDOT, or a County/Municipality in the middle Tennessee area over the past three years.

BID SECURITY

A Bid Bond in the amount of 5 percent of the total of the Base Bid is required; pledging that Bidder will honor the Bid to the Owner on terms stated in Bid and will, if required, furnish bonds covering faithful performance and payment of obligations arising thereafter.

Should the Bidder refuse to honor the bid, the amount of the bid security shall be forfeited to Owner as liquidated damages, not as a penalty. Failure to deliver materials acceptable to Owner shall be deemed as refusal to honor the bid.

Issuing Surety Company shall be licensed to do business in the State of Tennessee and shall have an "A-" or better rating from the A.M. Best Company. Make Bid Bond payable to Owner. Attorney-in-fact who executes Bid Bond on behalf of surety shall attach a current copy of his power of attorney to Bid Bond.

The Owner will have the right to retain bid security of Bidders to whom an award is being considered until either (a) specified time has elapsed so that Bids may be withdrawn, or (b) a contract has been awarded to another Bidder, or (C) all Bids have been rejected.

SUBMISSION OF BID

Submit Bid and Bid Bond in a sealed opaque envelope. Identify envelope with name and address of Bidder and clearly mark envelope as "SEALED BID ENCLOSED - PAVEMENT MARKING SERVICES - to be opened March 3rd, 2020" on the face thereof.

The bid envelope is required to have the *contractor's name, license number, expiration date and classification on it. (Noncomplying bids are voided).*

PAVEMENT MARKING SERVICES – CITY OF BRENTWOOD

Submit Bids in accordance with Invitation to Bid. It is the Bidder's responsibility to insure receipt of his Bid, before time set and at the place identified for receipt of Bids. Bids received after scheduled

opening time will be returned to bidder unopened.

MODIFICATION OF, OR WITHDRAWAL OF BID

Withdrawal of a submitted Bid before scheduled opening time requires a written request signed by a person legally authorized to bind Bidder to the Contract. Withdrawn Bids may not be resubmitted.

Bid modifications shall be written as add or deduct only and require signature of a person legally authorized to bind Bidder to contract.

Bids shall not be withdrawn or modified after scheduled Bid opening time.

Bids shall not be withdrawn or canceled for time period stated in Bid Form subsequent to Bid opening without Owner's written permission.

OPENING OF BIDS

Bids will be opened as announced in Invitation to Bid.

REJECTION OF BIDS

Owner reserves the right to accept or reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

Evidence of collusion with intent to defraud or other illegal practices by Bidder may result in Bid disqualification by Owner before or after Bid opening.

PAVEMENT MARKING SERVICES - CITY OF BRENTWOOD

ACCEPTANCE OF BID (AWARD)

Owner intends to award the work to the lowest responsible Bidder, provided Bid has been submitted in accordance with requirements of Bidding Documents and does not exceed funds available. Owner shall have right to waive informalities or irregularities in a Bid received, and to negotiate contract terms with various Bidders in accordance with applicable laws in Owner's best interests.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in Bidding Documents, and to determine the lowest responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

PERFORMANCE BOND AND PAYMENT BOND

Furnish and pay for bonds covering faithful performance of Contract and payment of obligations arising therein. The cost of such bonds shall be included in the bid.

TIME OF DELIVERY AND FORM OF BONDS

Deliver Completion and Performance Bond and Labor and Material Bond to Owner not later than three days following date of execution of Contract. If Work is commenced prior thereto in response to a letter of intent, Bidder shall, prior to commencement of the Work, submit evidence satisfactory to Owner that such bonds will be furnished and delivered in accordance with Bidding Documents.

Amount of bonds shall be 100 percent of the Contract Sum.

Bonds shall be dated on or after date of Contract.

Surety company shall be licensed to do business in the State of Tennessee. Bonds signed by an attorney-in-fact shall have the power of attorney attached. Surety company shall have at least an

"A-" rating according to A. M. Best Company.

All bonds must be executed to the satisfaction of the City of Brentwood. Bonds shall substantially follow the form provided herein.

COMPLETION AND PERFORMANCE BOND

THAT _____ (Name and address of legal title or Contractor) as Principal, Hereinafter called Contractor, and _____ SURETY, hereinafter called Surety, and held firmly bound unto the City of Brentwood, as Obligee in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____ entered into a Contract with the City of Brentwood for Pavement Marking Services in accordance with the specifications and approved amendments, which Contract is by reference made a part hereof, including all the obligations thereunder, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform and Contract, including all the obligations thereunder, then this obligation shall be null and void; unless otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by City to be, in default under the Contract or any part thereof, the City having performed the City's obligation thereunder, the Surety may promptly remedy the default, or shall promptly at the City's option:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for submission to the City for completing the in accordance with its terms and conditions, and upon determination by Owner and Surety of lowest responsible bidder, arrange for a contract between such bidder and the City and make available as work progresses (even though there shall be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion or any obligation thereunder.

Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

SIGNED AND SEALED THIS _____ DAY OF _____, 20_____.

BY:

PRINCIPAL_____
SURETY_____
WITNESS_____
WITNESS**LABOR AND MATERIAL BOND**

That We _____, as Principal, and _____, as Surety, are held firmly bound unto the CITY OF BRENTWOOD, hereinafter called the Obligee, in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS: Said principal has entered into a certain Contract with said obligee dated _____, 20____ (herein called the Contract) for the full and complete performance of _____ for which the contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such that if said Principal. And all contractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said

Principal of such contractors shall promptly make payments to the persons supplying him, or them, with labor, material, fuel or supplies, for or in the prosecution of the work provided for in said Contract and for payment of reasonable attorney's fees, incurred by the Claimant or Claimants in suits on said Bond, then the above obligation shall be void; otherwise to remain in full force and effect. Provided, however, that this Bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, materials, fuel or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety of this Bond which right of action shall be asserted in a proceeding, instituted in the country in which the principal does business. Such right of action shall be asserted in a proceeding instituted in the name of the Claimant or Claimants for his or their use and benefit against said Principal and Surety or either of them, (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint Kirk Bednar, City Manager, (Executive Office of the Oblige) as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/ or Surety.

c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.

In Witness Whereof, the parties have executed this agreement on the day and date first above written in two counterparts, each of which shall without proof or accounting for the other counterpart, be deemed an original contract.

SIGNED, SEALED AND DELIVERED this _____ day of _____,
20____.

BY:

PRINCIPAL

SURETY

WITNESS

WITNESS

TO: Mrs. Karen Harper, Finance Director
Brentwood Municipal Center
5211 Maryland Way
Brentwood, Tennessee 37024-0788

RE: Pavement Marking Services
Brentwood, Tennessee

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

The undersigned as bidder acknowledges by his signature that he has visited and examined the site of the proposed work and has received and examined the documents for the Completion of the above mentioned Project, and has included their provisions in his Bid. The Bidder further acknowledges that he has received the following Addenda:

Addendum No. _____ Dated

Addendum No. _____ Dated

In submitting this Bid, the Bidder agrees:

1. To hold open his Bid for 60 days from the date shown above.
2. To enter into and execute a Contract, if awarded, on the basis of this Bid, and to furnish the required Bonds.
3. To accomplish Work in accordance with the Contract Document.
4. To provide in full and complete accord with the shown, noted, described, and reasonably intended requirements of the Specifications and Contract Documents, and to supply all labor, materials,

transportation and appliances to complete the work to the full and entire satisfaction of the owner for the amounts listed below.

5. To begin work within ten (10) days after the written notification of the acceptance of this Proposal. Bidder also agrees to time work procedure in accordance with the instructions given in these specifications.

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

**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_____

PROJECT SPECIFICATIONS

Paving Marking Services

A. Definitions and General Information

1. The City of Brentwood desires to contract a professional pavement marking service for a period of one year, with the option to extend this contract for two additional one-year terms, if both the Contractor and Owner agree to the extension.
2. The contractor selected shall meet all minimum requirements of this proposal.
3. All materials, equipment and techniques provided shall conform with the standards and requirements of the Tennessee Department of Transportation Bureau of Highways Standard Specifications for Road and Bridge Construction, March 1995, and the Federal Highway Administration Manual on Uniform Traffic Control Devices. Each of these documents are specified to be an effectual part of this contract document as if published herein.

B. Contractor's Obligations

1. The contractor must be able to meet all requirements of this project.
2. The contractor will provide fuel and maintenance of all vehicles and for equipment.
3. The contractor must have a supervisor or foreman available at all times to direct operations. This supervisor or foreman will report to the Director of Public Works or his designee any problems that occur, and provide progress reports on monthly basis.
4. The contractor shall provide properly licensed drivers with the appropriate skills and tools to complete the assigned work in a safe and efficient manner.
5. The contractor agrees not to sublet or assign this contract in whole or in part without the

written authorization of the Director of Public Works.

BID PROPOSAL FORM

Item No.	Est. Qty.	Pay Item	Pay Unit	Unit Price		Estimated Item Cost
				Dollars	Cents	
716-01.01	50	Raised Pavement Markers (Type 1)	Each	_____ Dollars	____ Cents	\$ _____
716-01.02	50	Raised Pavement Markers (Type 2)	Each	_____ Dollars	____ Cents	\$ _____
716-01.03	50	Raised Pavement Markers (Type 3)	Each	_____ Dollars	____ Cents	\$ _____
716-02.01	1	Plastic Pavement Marking (Line-30ML)	LM	_____ Dollars	____ Cents	\$ _____
716-02.01A	1000	Plastic Pavement Marking (6" in Barrier Line- 30ML)	LF	_____ Dollars	____ Cents	\$ _____
716-02.02	100	Plastic Pavement Marking (8" Barrier Line-90 ML)	LF	_____ Dollars	____ Cents	\$ _____
716-02.03	120	Plastic Pavement 90 ML LF Marking (Cross-walk)	LF	_____ Dollars	____ Cents	\$ _____
716-02.04	150	Plastic Pavement Marking (Channelization Striping-90 ML)	SF	_____ Dollars	____ Cents	\$ _____
716-02.05A	120	Plastic Pavement Marking (Stop Line-90 ML)	LF	_____ Dollars	____ Cents	\$ _____
716-02.05B	120	Plastic Pavement (4" Line-90 ML)	LF	_____ Dollars	____ Cents	\$ _____
716-02.06	10	Plastic Pavement Marking (Turn Lane Arrows-90 ML)	Each	_____ Dollars	____ Cents	\$ _____
716-02.09	600	Longitudinal Cross-walk (24"-90 ML)	LF	_____ Dollars	____ Cents	\$ _____
716-04.05	5	Plastic Pavement Marking (Straight arrow-90 ML)	Each	_____ Dollars	____ Cents	\$ _____
716-04.13	10	Plastic Pavement Marking (Bike Symbol/Arrow)	Each	_____ Dollars	____ Cents	\$ _____
716-04.13	10	Plastic Pavement Marking (Shared Bike Symbol)	Each	_____ Dollars	____ Cents	\$ _____
716-05.01	10	Painted Pavement Marking (Line)	LM	_____ Dollars	____ Cents	\$ _____
716-05.02	100	Painted Pavement Marking (8" Barrier Ln)	LF	_____ Dollars	____ Cents	\$ _____

Item No.	Est. Qty.	Pay Item	Pay Unit	Unit Price	Estimated Item Cost	
716-05.03	120	Painted Pavement Marking (Cross-Walk)	LF	_____	Dollars	___ Cents \$
716-05.04	150	Painted Pavement Marking (Channelization Striping)	SY	_____	Dollars	___ Cents \$
716-05.05	240	Painted Pavement Marking (Stop Line)	LF	_____	Dollars	___ Cents \$
716-07.04	5	Painted Pavement Marking (Straight Turn Arrow)	Each	_____	Dollars	___ Cents \$
716-07.02	5	Painted Payment Marking (Double Turning Arrow)	LF	_____	Dollars	___ Cents \$
716-07.03	50	Painted Pavement Marking (Dotted Line)	LF	_____	Dollars	___ Cents \$
716-07.04	100	Painted Pavement Marking (Transverse Shoulder)	LF	_____	Dollars	___ Cents \$
716-07.05	500	Removal of Existing Lines	LF	_____	Dollars	___ Cents \$
	500	Miscellaneous Plastic Pavement Marking (90 ML)	SF	_____	Dollars	___ Cents \$
	500	Miscellaneous Painted Pavement Marking	SF	_____	Dollars	___ Cents \$

References

Bidders shall demonstrate their ability to successfully perform the City of Brentwood's Pavement Marking Requirements, by listing at least three references for similar MUTCD compliant work over the past three years within the middle Tennessee area. Please list references on the form below to be included with the bid documents.

Agency Name:

Contact Person:

Contact Phone:

Contact Email:

**Contract Effectiveness
Dates:**

Agency Name:

Contact Person:

Contact Phone:

Contact Email:

**Contract Effectiveness
Dates:**

Agency Name:

Contact Person:

Contact Phone:

Contact Email:

**Contract Effectiveness
Dates:**

CONTRACT

THIS CONTRACT entered into this _____ day of _____, 20____ by and between the City of Brentwood, Tennessee a municipal corporation, hereinafter called the "City," and a _____, hereinafter called the "Contractor."

WITNESETH

In consideration of the mutual promise of the parties hereto, they do AGREE as follows:

ARTICLE 1 - SCOPE OF THIS CONTRACT

The work to be done consists of furnishing all skilled labor, materials, supplies, tools, and equipment necessary to perform all work and services required for providing pavement marking services for the City of Brentwood in strict accordance with the terms and provisions of this Contract and any specifications attached hereto.

This contract shall commence from the date of above for one year unless extended or terminated earlier in accordance with the provisions hereof.

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

ARTICLE 2 - CHANGES

A. The City may, by written order, (and without notice to the Sureties), make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE 3 - INSPECTIONS

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

ARTICLE 4 - SITE INVESTIGATION

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

ARTICLE 5 - DELAYS, DAMAGES

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article I, or fails to complete the work within such time, the City may terminate the Contractor's right to proceed. In such event, the City may require the surety to fully perform and complete the work in the manner required by the Completion and Performance Bond and the City may take over the work prosecute the same to completion by contract or otherwise, and the Contractor and the Contractor's surety shall be liable to the City for any excess cost occasioned thereby. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore.

ARTICLE 6 - PAYMENT

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor monthly in accordance with the Base Prices set forth in the Price List attached hereto, subject to adjustments specified Article 3 (Inspections). Payment will be made within twenty (20) days after the end of each monthly period and invoice therefor. The Contractor shall submit an invoice after the 15th of each month showing the work performed during the month, street names, quantities and the amount due.

ARTICLE 7 - FINAL PAYMENT

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

ARTICLE 8 - INDEMNIFICATION BY CONTRACTOR

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

ARTICLE 9 - LABOR AND MATERIAL BOND

Prior to commencing work under this Contract, the Contractor agrees to furnish a Labor and Material Bond with good and sufficient surety or sureties acceptable to the City, conditioned that the Contractor shall promptly make payments to the persons supplying labor, material, or supplies to the Contractor or subcontractors in the performance of the work under this Contract and any amendment or extension thereof. The form and conditions of this bond shall be as prescribed by the City and the penal sum thereof shall be \$25,000.00.

ARTICLE 10 - RATE OF PROGRESS

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

ARTICLE 11 - COMPLIANCE WITH ALL LAWS, ORDINANCES, STATUTES, AND REGULATIONS

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

ARTICLE 12 - INSURANCE

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

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, 30 days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, 30 days' prior written notice will be given the certificate holder."

COVERAGE SHALL BE MAINTAINED IN THE FOLLOWING MINIMUM AMOUNTS:**1. Comprehensive General Liability:**

Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
or Combined Single Limit of	\$1,000,000

2. Worker's Compensation and Employer's Liability as provided for in applicable statutes.**3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)**

Bodily Injury	\$500,000 each person
	\$1,000,000 each occurrence
Property Damage	\$ 500,000 each occurrence
Or Combined Single Limit of	\$1,000,000

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

ARTICLE 13 - PERMITS AND LICENSES

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

ARTICLE 14 - SUBCONTRACTING AND ASSIGNMENT

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall make a condition of all subcontractors and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contractor Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 15 - SUPERINTENDENCE BY THE CONTRACTOR

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

ARTICLE 16 - TERMINATION

Notwithstanding any other provisions in this Contract, the Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within allowed times for completion as set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 17 - TERMINATION OF CONTRACT FOR CAUSE

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

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 18 - ANTIDISCRIMINATION

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

ARTICLE 19 - PERSONNEL

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

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

ARTICLE 20 - REPORTS AND INFORMATION

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

ARTICLE 21 - OPTION TO EXTEND

This contract may be extended at the option of the City of Brentwood's Public Works Director under the same terms and conditions for two additional one-year periods, provided the Bidder agrees to the extensions.

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

CITY OF BRENTWOOD, TENNESSEE

CONTRACTOR

By _____
Mayor

By _____
Authorized Officer

Attest:

City Recorder

Title

Approved as to Form and Legality:

City Attorney

Bond No. PRF9340792**COMPLETION AND PERFORMANCE BOND**

THAT Kerr Bros. & Assoc., Inc., P.O. Box 110071, Nashville, TN 37222 (Name and address of legal title or Contractor) as Principal, Hereinafter called Contractor, and Fidelity and Deposit Company of Maryland SURETY, hereinafter called Surety, and held firmly bound unto the City of Brentwood, as Obligee in the amount of Thirty-seven Thousand Four Hundred Forty-five And No/100 Dollars (\$ \$37,445.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____ entered into a Contract with the City of Brentwood for Pavement Marking Services in accordance with the specifications and approved amendments, which Contract is by reference made a part hereof, including all the obligations thereunder, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform and Contract, including all the obligations thereunder, then this obligation shall be null and void; unless otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by City to be, in default under the Contract or any part thereof, the City having performed the City's obligation thereunder, the Surety may promptly remedy the default, or shall promptly at the City's option:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for submission to the City for completing the in accordance with its terms and conditions, and upon determination by Owner and Surety of lowest responsible bidder, arrange for a contract between such bidder and the City and make available as work progresses (even though there shall be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion or any obligation thereunder.



Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

SIGNED AND SEALED THIS _____ DAY OF _____, 20_____.

BY:



Kerr Bros. & Assoc., Inc.

PRINCIPAL



WITNESS

Fidelity and Deposit Company of Maryland

SURETY


Frank E. Neal, III, Attorney-in-Fact

Jerri Bain

LABOR AND MATERIAL BOND**Bond No. PRF9340792**

That We **Kerr Bros. & Assoc., Inc.**
P.O. Box 110071, Nashville, TN 37222, as Principal, and **Fidelity and Deposit Company**
of Maryland, as
 Surety, are held firmly bound unto the CITY OF BRENTWOOD, hereinafter called the Obligee, in
 the penal sum of **Thirty-seven Thousand Four Hundred Forty-five And No/100** Dollars
 (\$ **\$37,445.00**) lawful money of the United States, for payment of which sum well
 and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns,
 jointly and severally, firmly by these presents.

WHEREAS: Said principal has entered into a certain Contract with said obligee dated
 _____, 20____ (herein called the Contract) for the full and complete performance
 of _____ for which the
 contract and the specifications for said work shall be deemed a part hereof as fully as if set out
 herein.

NOW, THEREFORE, the condition of this obligation is such that if said Principal. And all
 contractors to whom any portion of the work provided for in said Contract is sublet and all assignees
 of said

Principal of such contractors shall promptly make payments to the persons supplying him, or them,
 with labor, material, fuel or supplies, for or in the prosecution of the work provided for in said
 Contract and for payment of reasonable attorney's fees, incurred by the Claimant or Claimants in
 suits on said Bond, then the above obligation shall be void; otherwise to remain in full force and
 effect. Provided, however, that this Bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, materials, fuel or supplies for or in the
 prosecution of the work provided for in said Contract shall have a direct right of action against the
 Principal and Surety of this Bond which right of action shall be asserted in a proceeding, instituted
 in the country in which the principal does business. Such right of action shall be asserted in a
 proceeding instituted in the name of the Claimant or Claimants for his or their use and benefit
 against said Principal and Surety or either of them, (but not later than one year after the final
 settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment
 rendered thereon.

b) The Principal and Surety hereby designate and appoint Kirk Bednar, City Manager, (Executive Office of the Obligee) as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/ or Surety.

c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.

In Witness Whereof, the parties have executed this agreement on the day and date first above written in two counterparts, each of which shall without proof or accounting for the other counterpart, be deemed an original contract.

SIGNED, SEALED AND DELIVERED this _____ day of _____,
20____.

BY:

Kerr Bros. & Assoc., Inc.

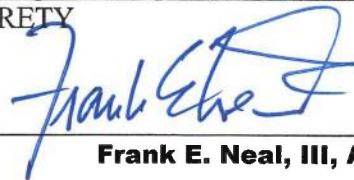
PRINCIPAL



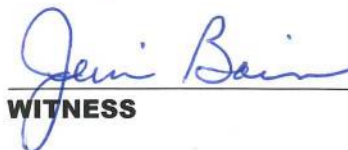

WITNESS

Fidelity and Deposit Company of Maryland

SURETY



Frank E. Neal, III, Attorney-in-Fact


WITNESS

Jerri Bain

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Frank E. NEAL, III, Mark NEAL, Brent W. NEAL, Michael B. MATTOX, Robert A. DAVIDSON and Jerri BAIN, all of Nashville, Tennessee**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of November, A.D. 2019.



By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

**State of Maryland
County of Baltimore**

On this 14th day of November, 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/09/2020

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

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

PRODUCER Frank E. Neal & Co., Inc. P.O. Box 40507 193-B Polk Avenue (37210) Nashville TN 37204		CONTACT NAME: PHONE (A/C, No, Ext): (615) 383-8874 FAX (A/C, No): (615) 383-8939 E-MAIL ADDRESS: LTomberlain@feneal.com																						
INSURED Kerr Bros. & Assoc., Inc. P.O. Box 110071 Nashville TN 37222-0071		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Travelers Property Cas Ins Co</td><td>36161</td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Co</td><td>25658</td></tr><tr><td>INSURER C:</td><td>Travelers Indemnity of America</td><td>25666</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Property Cas Ins Co	36161	INSURER B:	Travelers Indemnity Co	25658	INSURER C:	Travelers Indemnity of America	25666	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 03/01/2020-21**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CO8C657236	03/01/2020	03/01/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA8L580486	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP1J173440	03/01/2020	03/01/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB0K320557	03/01/2020	03/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	CONTRACTORS EQUIPMENT LEASED/ RENTED COVERAGE			6607178B428	03/01/2020	03/01/2021	LEASED/RENTED LIMIT DEDUCTIBLE	100,000 1,000

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

RE: PW 02-2020, MARKING PAVEMENT SERVICES, CITY OF BRENTWOOD

As respects General Liability, the certificate holder is additional insured per form CGD604 with respect to the written contract between the certificate holder and the named insured for the referenced project or agreement. 30 day cancellation notice applies, except for 10 days notice for nonpayment.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF BRENTWOOD 5211 MARYLAND WAY P. O. BOX 788 BRENTWOOD TN 37027-0788	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

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Brentwood City Commission Agenda

Meeting Date: 04/13/2020

Resolution 2020-33 - Agreement w/Demco Library Int for purchase of furniture for Children's Library utilizing funds from Holt bequest acct

Submitted by: Susan Earl, Library

Department: Library

Information

Subject

Resolution 2020-33 - Authorization of an Agreement with Demco Library Interiors for purchase of furniture for the Children's Library utilizing funds from the John P. Holt bequest account

Background

In November 2018, the Library Board along with Library staff conducted a survey requesting input from citizens as to ways to utilize the Holt Funds. Many of the suggestions from the patrons revolved around study space and seating options. The Library Board set this as one of the priorities and began looking at options. One of the solutions was determined to be acquisition of tables and chairs that will facilitate students working with tutors or their parents and other peers in the Children's Library. This will have the effect of reducing demand for study rooms and may free up some seating in the main area of the library. A subsequent furniture purchase request is expected to target the seating in the main area to achieve greater privacy for individuals who are now occupying seating designed for up to four persons.

Library staff have been working with Demco, Inc., a company that specializes in library and school furniture, to determine what furniture would best suit this purpose in the Children's Library. The attached purchase request is for 14 tables and 66 chairs from Demco, with pricing made available through The Interlocal Purchasing System (TIPS) joint-purchasing program. The City has been a member of TIPS since January 2019.

The Library is requesting to purchase the furniture (including installation) for \$25,609.87 using funds from the John P. Holt bequest account. Approval of this purchase will authorize utilization of Holt funds for this purpose. The Library Board has recommended approval.

Please see the Assistant City Manager with any questions.

Staff Recommendation

Staff recommends the approval of Resolution 2020-33.

Fiscal Impact

Amount : \$25,609.87

Source of Funds: Holt Account

Account Number: 615-41900-83160

Fiscal Impact:

As noted above, approval of this item will authorize use of funds from the Holt bequest account in the amount of \$25,609.87.

Attachments

Resolution 2020-33

Contract No. 2020-025

Installation Contract

Quote

Contract Pricing

RESOLUTION 2020-33

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND DEMCO LIBRARY INTERIORS FOR PURCHASE OF FURNITURE FOR THE CHILDREN'S LIBRARY UTILIZING FUNDS FROM THE JOHN P. HOLT BEQUEST ACCOUNT, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Demco Library Interiors for purchase of furniture for the children's library utilizing funds from the John P. Holt bequest account, 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

DEMCO LIBRARY INTERIORS

TERMS AND CONDITIONS

Please read these terms and conditions carefully. All orders for goods and any related services ("Products") by any buyer ("customer") from DEMCO Library Interiors, ("DLI") are governed by these terms and conditions. DLI is a service offered by DEMCO, Inc.

1. Exclusive Terms. DLI agrees to sell its products only on these terms and conditions, unless otherwise agreed upon in writing by both parties. You shall be deemed to have accepted these terms and conditions by any written indication of acceptance, by submitting an order in response to a quotation, by any action affirming your order without objection to these terms and conditions, by accepting any whole or partial shipment of Products, or by making any whole or partial payment to DLI.

2. Price. Unless DLI agrees otherwise in writing, you agree to pay DLI's product price in effect at the time an order is accepted by DLI. In any project, critical decision points will occur requiring timely communication by customer of color, fabric, finish choices. If decisions are not made in a timely fashion, DLI reserves the right, by giving you notice at any time before delivery, to increase the price of the Products to reflect any increase in the manufacturing or production cost to DLI, any change to delivery dates, quantities or specifications for the Products requested by you, or any delay caused by your instructions or your failure to give DLI adequate information or instructions.

3. Cancellation of Orders. By submitting an order to DLI, you are accepting responsibility for beginning the procurement of products wherein returns or cancellations of customized products are generally not allowed. You may not cancel an order, in whole or in part, without the written consent of DLI. No cancellation will be accepted by DLI except on terms that will fully indemnify and reimburse DLI against loss, including recovery of all costs incurred by DLI, and including indirect and overhead charges and profit.

4. Delivery. You acknowledge that shipment dates and delivery dates are estimates only. DLI agrees to use all reasonable efforts to meet the estimated shipping date subject to your prompt provision of all necessary specifications and information; however, DLI will not be held responsible for any failure to meet an estimated date. If you request a delay in shipment, DLI shall have the right to (i) bill you for the Products at the initial requested delivery date, and (ii) bill you for any storage charges incurred. In the case of delivery of Products by installments, you agree that you will not treat the delivery of faulty Products in any one installment or the late delivery or non-delivery of any one installment as a repudiation of the whole contract. Unless special shipping instructions are received and accepted by DLI before the shipment date, DLI shall, in its sole judgment, determine the means and routing of shipment, or store the Products at your expense until you provide shipping instructions.

5. Risk and Title to Products. Unless otherwise expressly agreed by DLI, all shipments are F.O.B. point of shipment. "Point of shipment" shall be, as applicable: DLI's dock; for drop shipments, manufacturer's or distributor's dock; for international Products, the United States point of entry. DLI will select the origin of all shipments, and all delivery destinations will be subject to DLI's approval. Title to and risk of loss for Products will pass at the F.O.B. point.

6. Exclusion of Warranties. You acknowledge that DLI is not the manufacturer of the Products, and therefore (a) DLI makes no express or implied warranties of any kind with respect to the products, and (b) DLI expressly disclaims any implied warranty of merchantability or fitness for a particular purpose. All Products are warranted only to the extent of the manufacturer's warranties, which DLI will provide to you at your request.

7. Limitation of Remedies and Damages. DLI's liability and your remedies under this Agreement will be limited solely to replacement or credit, at DLI's option, with respect to Products for which DLI has received, within fourteen (14) days after your receipt of the Products, evidence satisfactory to DLI of defective or incorrect Products. DLI's liability will in no event be greater in amount than the purchase price of the products. ~~DLI will not be liable, under any circumstance for consequential, incidental, special or punitive damages, including, but not limited to, labor costs or lost profits resulting from the products being incorporated in or becoming a component of any other article. Neither party will have any negligence or other tort liability to the other, or to any third party arising from any breach of this agreement.~~

8. Variations. Any minor shortages or defects that do not materially affect the use for which the Products are intended will not affect the terms of payment. Products, specifications, and colors may differ slightly from those illustrated in DLI's literature and samples. Any typographical or clerical omission in any sales literature, price list, quotation, acceptance of offer, invoice or other document or other information issued by DLI shall be subject to correction without any liability on the part of DLI.

9. Claims. DLI's responsibility for shipment shall cease upon delivery to the carrier. Any claims for damages or loss occurring in shipment shall be made by DLI on your behalf directly to the carrier. All other claims for damages, defects, loss, shortages, or incorrect Products must be made within fourteen (14) days after receipt of the Products, unless otherwise agreed by the parties in writing. Your failure to make any claim within the specified time period will result in the unconditional waiver of that claim. DLI reserves the right to accept or reject any claim in whole or in part. DLI shall not be responsible for any defects caused by your willful or negligent acts, incorrect storage or installation of the Products, or normal wear and tear. Any claim based on a manufacturer's warranty shall be made within the period prescribed by the warranty.

10. Credit Report and Payment. You hereby give DLI permission to make all reasonable inquiries into your credit history. ~~Following such reviews, DLI will notify you of the payment terms for your orders, which will be one of the following:~~

- ~~a. Net 30 Days. If these terms apply to you, all amounts due under this contract shall be paid within 30 days following your receipt of an invoice.~~
- ~~b. 25% Down, Net 30 Days. If these terms apply to you, you must pay 25% of the contract upon notice from DLI of the terms of payment, and the remaining amount due shall be paid within 30 days following your receipt of an invoice.~~
- ~~c. 50% Down, Net 30 Days. If these terms apply to you, you must pay 50% of the contract amount upon notice from DLI of the terms of payment, and the remaining amount due shall be paid within 30 days following your receipt of an invoice.~~
- ~~d. 100% Down or Payment Bond. If these terms apply to you, all amounts due under this contract shall be paid upon notice from DLI of the terms of payment. Alternatively, you may provide a payment bond or other security acceptable to DLI.~~

~~If you are required to make a down payment under the preceding payment terms, DLI may not process your order for Products under this contract until such down payment is received by DLI. You agree that you will not withhold payment of any amount due because of any other claims or set-off you may have against DLI.~~

11. Collection and Other Fees. You agree to pay DLI all costs, including reasonable attorneys fees, incurred by DLI in collecting amounts you owe to DLI or in otherwise enforcing, asserting, or defending these terms and conditions.

12. Indemnity. If the Products are to be manufactured or any process is to be applied to the Products in accordance with a specification submitted by you, you hereby indemnify DLI against all loss, damages, costs and expenses awarded against or incurred by DLI in connection with or paid or agreed to be paid by DLI in settlement of any claim whatsoever including, but not limited to, infringement of any patent, copyright, design, trademark or other intellectual property rights of any other person that results from DLI's use of your specification. **but only to the extent permitted by law.**

13. No Installation. These terms and conditions do not govern the installation of any Products purchased from DLI. Please refer to your installation agreement for the terms relating to installation.

14. General

Force Majeure. DLI shall not be liable for any delay or default in performing this contract if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of DLI.

Legal Interpretation. Any disputes relating to this contract shall be decided in accordance with the laws of the State of Wisconsin without reference to conflicts of laws principles. Exclusive jurisdiction and venue for any lawsuit relating to this contract shall lie in the state and federal courts of Dane County, Wisconsin. The prevailing party in any lawsuit relating to this contract shall be entitled to recover its costs and reasonable attorneys' fees.

Severance and Waiver. The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any other provisions of this contract, and this contract shall be construed as if such invalid or unenforceable provision were not included in this contract. Failure or neglect by DLI to enforce any of the provisions hereof shall not be construed as nor be deemed to be a waiver of DLI's rights hereunder, and DLI's right to take subsequent action shall not be prejudiced thereby.

Successors and Assigns. This contract shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, legal personnel, representatives, successors and assigns, but shall not be assignable by you without the written consent of DLI.

Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the Installation services and supersedes all prior agreements, representations, warranties, statements, promises, arrangements and understandings whether written or oral, expressed or implied with respect thereto. Any changes or additions to the Installation services or this contract must be agreed in writing by DLI and you.

Notice. Any notice required or permitted to be given by either party in this contract shall be in writing and addressed to the other party at its registered office or principal place of business or such other address as may have been provided by written notice.

DEMCO LIBRARY INTERIORS INSTALLATION CONTRACT TERMS AND CONDITIONS

You have asked DEMCO Library Interiors ("DLI"), to assist with the installation of goods that you have purchased from DLI. These terms and conditions, together with the foregoing needs assessment, govern our respective rights and obligations relating thereto and constitute a contract between you and DLI.

1. Input Material. DLI will rely on certain "Input Material" that you have provided. "Input Material" means all Documents and other materials, and any data and other information provided by you relating to the installation and shall include the Input Document between you and DLI. "Documents" means, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data. DLI shall have no liability for any loss, damage, costs, expenses or other claims arising from any Input Material or instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other of your faults.

All Input Material reasonably necessary to DLI shall be supplied by you at your own expense. Such Input Material must be provided with sufficient time to enable DLI to provide the installation services in accordance with this contract. You will be responsible for the accuracy of all Input Material. All right, title, and interest in and to the Input Material shall be retained by you. DLI shall maintain the confidentiality of all Input Material marked "confidential" by you; but the foregoing shall not apply to any third-party installer and shall not apply to any Documents, materials, or information which are or become available to the public.

You warrant that all Input Material, including DLI's use of such Input Material with respect to the installation, does not and will not infringe the copyright, patent, or other rights of any third party, and you hereby indemnify DLI against any loss, damages, costs, expenses (including reasonable attorneys' fees) or other claims arising from any such infringement.

2. Installation Services. DLI agrees to provide the installation services indicated on the foregoing needs assessment, for the price indicated on such specifications, subject to the terms of this contract. DLI may contract with a third-party installer to provide the installation services under this contract. DLI may at any time make any changes to the installation services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the installation services. DLI shall supply the installation services using reasonable care and skill and, as far as reasonably possible, in accordance with the specifications and at the intervals and within the times referred to in the foregoing needs assessment.

Upon completion of the installation, you must inspect the installation and prepare a punch list of all defects. You must submit such punch list to DLI within 14 business days of installation, and DLI will take all reasonable commercial action (including, at DLI's option, replacement or repair) to correct any defects in the workmanship or materials. If you do not inform DLI of any defects on the punch list, you will be deemed to have accepted the goods as being in good order and in conformity with the contract. Identification of any defect shall not relieve you of your payment obligations under this contract. DLI cannot be responsible for any defects caused by your willful or negligent acts, incorrect storage or installation, or normal wear and tear.

3. Credit Report and Payment. Upon execution of this contract, DLI will conduct a standard review of your credit history, and you hereby give DLI permission to make all reasonable inquiries into your credit history. Following such review, DLI will notify you of the terms of payment for this contract, which will be one of the following:

- a. *Net 30 Days.* If these terms apply to you, all amounts due under this contract shall be paid within 30 days following your receipt of an invoice.
- b. *25% Down, Net 30 Days.* If these terms apply to you, you must pay 25% of the contract upon notice from DLI of the terms of payment, and the remaining amount due shall be paid within 30 days following your receipt of an invoice.
- c. *50% Down, Net 30 Days.* If these terms apply to you, you must pay 50% of the contract amount upon notice from DLI of the terms of payment, and the remaining amount due shall be paid within 30 days following your receipt of an invoice.
- d. *100% Down or Payment Bond.* If these terms apply to you, all amounts due under this contract shall be paid upon notice from DLI of the terms of payment. Alternatively, you may provide a payment bond or other security acceptable to DLI.

If you are required to make a down payment under the preceding payment terms, DLI will not proceed with its obligations under this contract until such down payment is received by DLI. You agree that you will not withhold payment of any amount due because of any other claims or set-off you may have against DLI.

4. Warranties and Liability. DLI shall not be liable for any loss, damage, or expense of any kind or nature caused directly or indirectly by the goods used in this project, the use or maintenance thereof, the repair, service or adjustment thereof, or any loss of business however caused, or the provision of the installation services; provided however that DLI shall be liable for damages caused directly by and to the extent attributable to the negligence or intentional misconduct of DLI. DLI shall not be liable for any incidental, special or consequential damages.

5. Termination. Either party may (without limiting any other remedy) at any time terminate this contract by giving 30 days' written notice to the other. Upon termination of this contract, you shall pay to DLI the charges provided in Section 2, above, in proportion to the amount of the installation services provided prior to such termination.

6. General

Force Majeure. DLI shall not be liable for any delay or default in performing this contract if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of DLI.

Legal Interpretation. Any disputes relating to this contract shall be decided in accordance with the laws of the State of Wisconsin without reference to conflicts of laws principles. Exclusive jurisdiction and venue for any lawsuit relating to this contract shall lie in the state and federal courts of Dane County, Wisconsin. The prevailing party in any lawsuit relating to this contract shall be entitled to recover its costs and reasonable attorneys' fees.

Severance and Waiver. The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any other provisions of this contract, and this contract shall be construed as if such invalid or unenforceable provision were not included in this contract. Failure or neglect by DLI to enforce any of the provisions hereof shall not be construed as nor be deemed to be a waiver of DLI's rights hereunder, and DLI's right to take subsequent action shall not be prejudiced thereby.

Successors and Assigns. This contract shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, legal personnel, representatives, successors and assigns, but shall not be assignable by you without the written consent of DLI.

Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the Installation services and supersedes all prior agreements, representations, warranties, statements, promises, arrangements and understandings whether written or oral, expressed or implied with respect thereto. Any changes or additions to the Installation services or this contract must be agreed in writing by DLI and you.

Notice. Any notice required or permitted to be given by either party in this contract shall be in writing and addressed to the other party at its registered office or principal place of business or such other address as may have been provided by written notice.



4810 Forest Run Road
Madison WI 53708-8548
fax 800.730.8094

PROJECT QUOTATION

PAGE: 1

PROJECT ID: D9100095
QUOTE ID: T0063028
Tips-USA #190401

DRAWING ID:
TODAY: 3/03/20

QUOTE EXPIRATION DATE: 4/02/20

PROJECT NAME: The John P Holt Brentwood Library
PROJECT CONTACT: SUSAN EARL
CONTACT PHONE: 615-371-0090

Allow 3-4 weeks for delivery afer receipt of order via truck with liftgate and inside

CONTACT EMAIL: earls@brentwood-tn.org

Drawing	Line	Qty	Product	Product Description	Colors	Unit Price	Ext. Total
	1	10	14706770	Lincoln Table 42" Square	48.00 % Discount has been applied to the extended total Wood Finish Citron on Oak Laminate Top Color Matching Woodgrain Edge Style Radius Table Height Adult 29"H Leg Style Square - S	884.00	4,596.80
				quote per Butch at JSI			
	2	4	14706770	Lincoln Table 42" Square	48.00 % Discount has been applied to the extended total Wood Finish Citron on Oak Edge Style Radius Table Height Youth 27"H Leg Style Square - S	884.00	1,838.72
				quote per Butch at JSI			
	3	40	14281620	Class Act Uphol Sled-base 18"H Chair 32 1/4"Hx19"Wx20"D	18.00 % Discount has been applied to the extended total Wood finish? Citron on Oak Fabric color? Momentum Beeline EPU Lake @2011	278.99	9,150.88
				quote per Butch at JSI			
	4	16	14283820	Class Act Uphol Sled-base 16"H Chair 28"Hx17"Wx16"D	18.00 % Discount has been applied to the extended total Wood finish? Citron on Oak Fabric color? Momentum Beeline Epu Geyser @2011	299.99	3,935.87
				quote per Butch at JSI			



4810 Forest Run Road
Madison WI 53708-8548
fax 800.730.8094

PROJECT QUOTATION

PAGE: 2

PROJECT ID: D9100095
QUOTE ID: T0063028
Tips-USA #190401

DRAWING ID:
TODAY: 3/03/20
QUOTE EXPIRATION DATE: 4/02/20

PROJECT NAME: The John P Holt Brentwood Library
PROJECT CONTACT: SUSAN EARL
CONTACT PHONE: 615-371-0090

CONTACT EMAIL: earls@brentwood-tn.org

Drawing	Line	Qty	Product	Product Description	Colors	Unit Price	Ext. Total
---------	------	-----	---------	---------------------	--------	------------	------------

5	10	14283820	Class Act Uphol Sled-base	16"H Chair 28"Hx17"Wx16"D		299.99	2,459.92
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18.00 % Discount has been applied to the extended total
Wood finish?
Citron on Oak
Fabric color?
Momentum Beeline Epu Valley @2011

quote per Butch at JSI

6	1	00000900	Full Installation Services	Planes Specialized Logistics		2,074.44	2,074.44
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Receive, deliver and install.
Single Trip
to complete all work.
First Floor install, NO STAIR
CARRY. Includes trash removal.
Site must be clear of
obstructions on
the day of install.

Order Subtotal	24,056.63
Shipping/Processing	1,553.24
Sales Tax	Exempt
Grand Total	25,609.87

Please submit a contact name and number with your order for a CALL BEFORE EACH DELIVERY.

Signature that authorizes DEMCO to place order

Signature

Date

Name (Print)

Title

*Delivery Provisions: This quote has been specifically prepared to deliver with:Liftgate Truck Requested;

*Installataion Provisions: This quote has been specifically prepared with installation services for :Full Install All Products;

*Order Provisions: We are specialists in crafting custom solutions uniquely suited to each individual customers desires. As such, the details of unique projects are critically important to the overall success of the project. We want you to be delighted with your experience in working with us. Therefore we want to be forthcoming and transparent in all our transactions and ask that you please note the attached Terms & Conditions for details governing all our orders. Thank you.



4810 Forest Run Road
Madison WI 53708-8548
fax 800.730.8094

PROJECT QUOTATION

PAGE: 3

PROJECT ID: D9100095
QUOTE ID: T0063028
Tips-USA #190401

DRAWING ID:
TODAY: 3/03/20

QUOTE EXPIRATION DATE: 4/02/20

PROJECT NAME: The John P Holt Brentwood Library
PROJECT CONTACT: SUSAN EARL
CONTACT PHONE: 615-371-0090
CONTACT EMAIL: earls@brentwood-tn.org

Drawing	Line	Qty	Product	Product Description	Colors	Unit Price	Ext. Total
---------	------	-----	---------	---------------------	--------	------------	------------

PROJECT BILL TO:

BRENTWOOD PUBLIC LIBRARY
5211 MARYLAND WAY
BRENTWOOD TN 37027-7545

PROJECT SHIP TO:

SUSAN EARL
JOHN P HOLT BRENTWOOD LIBRARY
8109 CONCORD RD
BRENTWOOD TN 37027-6740

PROJECT CONTACT:

SUSAN EARL
JOHN P HOLT BRENTWOOD LIBRARY
8109 CONCORD RD
BRENTWOOD TN 37027-6740

PREPARED BY:

Nanci Neubauer
Email: nancin@demco.com
Phone: 608-242-4526
Fax: 800-730-8094

SALES REP:

Shawna Ley
Email: shawnal@demco.com
Phone: 888-542-6975
Fax: 800-730-8094



Discount Pricing Agreement




TIPS-USA

Furniture, Furnishings and Services
190401 Addendum 1
Catalog Discount Code #C25003

YOUR CONTRACT TERMS

Demco is pleased to offer you discounts for Furniture, Furnishings and Services #190401 Addendum 1! Please use discount code C25003 on all your orders.

Your discounts are based on prices listed on our website at demco.com and will remain the same throughout the terms of this agreement.

DISCOUNT 	<ul style="list-style-type: none"> • \$75 minimum order (after discount) required for contract terms to apply • 8% on furniture under \$2,000* (non-consumable)
SHIPPING 	<ul style="list-style-type: none"> • Demco will pay regular FedEx Ground Service shipping costs on all stock orders. • Transportation will be prepaid and added to all drop ship orders, such as furniture and equipment. Demco provides good-faith shipping estimates on all orders. • Express parcel shipping is not included.
EXCLUSIONS 	<ul style="list-style-type: none"> • Security products • Demco Software products • littleBits™ products • Demco exclusive products including but not limited to: Dr. Seuss™, Pete the Cat®, Eric Carle™ and Mo Willems
EXPIRES	June 30, 2020 (with option to renew)

*For large quantity orders, or purchases over \$2,000, please contact the Demco Inside Sales Team toll free 800.462.8709 or email quote@demco.com. You may be eligible for special bid pricing.

Discounts under this agreement cannot be used with bids, sale catalogs or other promotions. In the event a sale price is lower than your discounted price, you will be given the best price.

Thank you for your consideration. On behalf of Demco, we look forward to exceeding your expectations!

Amy Terbilcox
Contract Administrator

Phone: 866.558.9068
Fax: 888.320.0288
Email: contracts@demco.com

HOW TO PLACE AN ORDER

Web: demco.com
Phone: 800.356.1200
Email: order@demco.com
Fax: 800.245.1329



DELIVERY

In stock items are delivered within 7–10 working days after receipt of order. Furniture and equipment may take 4–6 weeks to arrive, depending on vendor lead times.

PAYMENT TERMS

Net 30 days

REMITTANCE ADDRESS

billing@demco.com
Demco
P.O. Box 8048
Madison, WI 53708-8048

MAILING ADDRESS

Demco
4810 Forest Run Rd
P.O. Box 7488
Madison, WI 53707-7488

RETURNS & WARRANTIES

You may return or exchange a qualifying item* within 6 months of your invoice date. **Furniture, special orders, custom products and international orders cannot be returned or exchanged unless you receive them damaged or defective.** Anything that has been engraved or imprinted is not returnable.

*Not sure if an item qualifies for a return or exchange? A Demco Customer Service representative can help you. Call 800.962.4463 or email custserv@demco.com.

Note: Terms and conditions may change at any time.

Brentwood City Commission Agenda

Meeting Date: 04/13/2020

Resolution 2020-34 - Amendment of Agreement with Architect Workshop for Police Headquarters Design Services

Submitted by: Kirk Bednar, Administration

Department: Administration

Information

Subject

Resolution 2020-34 - Amendment of Agreement with Architect Workshop for Police Headquarters Design Services.

Background

The City's agreement with the Architect Workshop for design services related to the Police Headquarters project included the services of several sub-consultants for certain specialty items outside the normal scope of an architecture firm. Among those sub-consultants was Ragan-Smith providing civil engineering services. These civil engineering services include site grading plans, subsurface utility plans, parking lot plans, landscaping plans, etc.

The Commission will recall that during the initial grading phase of the project, unexpected subsurface conditions were discovered. Specifically, rock was found to be much deeper than expected in several locations on the property. As a result of these unexpected conditions and in an attempt to try and mitigate the financial impact to the City of these conditions, Ragan-Smith was asked to prepare revisions to the previously approved grading and site utility plans.

In order to not delay the project, it was agreed that Ragan-Smith would bill these additional services against their budgeted allowance for Construction Administration services, and that a change order to the contract would be finalized once all costs associated with mitigating the unexpected subsurface conditions were known. It has been determined that a change order to the City's contract the Architect Workshop in the amount of \$10,000 is necessary to cover the additional civil engineering services incurred (see attached letter). Note that Ragan-Smith's total fee amount under the original contract was \$90,000 for civil engineering services.

Staff Recommendation

Staff recommends approval of Resolution 2020-34.

Previous Commission Action

The original agreement with the Architect Workshop for Construction Design and Administration services in the amount of \$1,660,400 was approved by the Board of Commissioner via Resolution 2018-91 on November 12, 2018.

There have been no other amendments to this contract.

Fiscal Impact

Amount : \$10,000

Source of Funds: Capital Projects Fund

Account Number: 311-45200-5028

Fiscal Impact:

It is expected that sufficient funds will be available in the overall budget for the Police HQ project to absorb these additional costs.

Attachments

Resolution 2020-34

Amendment and Explanation Letter

RESOLUTION 2020-34

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND THE ARCHITECT WORKSHOP FOR POLICE HEADQUARTERS FACILITY DESIGN SERVICES, A COPY OF SAID AMENDMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an amendment to the agreement by and between the City of Brentwood and The Architect Workshop for Police headquarters facility design services, a copy of said amendment being attached hereto and made a part of this resolution by reference.

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

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

26 March 2020

City of Brentwood

Public Safety Building | contract modification to Owner Architect Agreement for additional services

Contract for: Brentwood Public Safety Building
910 Heritage Way, Brentwood, TN 37024

Contract: AIA B101-2007, COB 2018-067

Contract Date: 05 November 2018

Reference article: Article 4.3. and 11.3

Change in Scope: Ragan-Smith Civil Engineers Construction Administration fee

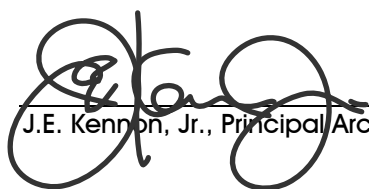
Fee Increase: \$10,000

Increase to civil engineering construction administration fees due to additional scope of work performed during construction administration. Refer to attached letter requesting fee increase.

In accordance with the above contract requirements the fee increase shall be an additional service to the professional services under the above contract. All other terms, conditions, and fees of the agreement shall remain unchanged. Signature below by authorized representatives of the city shall signify agreement to this fee increase.

Attachments:

Ragan-Smith Contract Amendment Letter



J.E. Kennon, Jr., Principal Architect, the Architect Workshop, PLLC.

26 March 2020

date

Kristen Corn, City Attorney, City of Brentwood – as to form

date

Kirk Bednar, City Manager, City of Brentwood

date

Mayor Rhea Little, City of Brentwood

date

20March 2020

Kirk Bednar, City Manager
City of Brentwood
5211 Maryland Way
Brentwood, TN 37207
email: Kirk.Bednar@brentwoodtn.gov

Brentwood Public Safety Building

FEE INCREASE REQUEST FOR CIVIL ENGINEERING

Kirk,

I am writing to request an increase in fees for the professional services being provided by our design team for the Brentwood Public Safety Project. If you recall last summer and fall, Ragan-Smith Civil Engineers were directed to revise grading and utility plans to reduce the site construction cost, due to the excessive material on the site from the excavation work. In the end they produced several revised set of documents as they worked with the Parent Company to mitigate the cost overruns on the site construction.

They did not at that time request additional fees for the redesign work, but charged their time to their fees related to their Construction Administration (CA) services. The Ragan-Smith CA fee is \$15,000 that included submittal review, RFIs, site visits, meetings and correspondances. In hindsight that was not the prudent course, as it was additional services, to redesign the site after issuing it for construction, as the cost overrun was not related to factors under their control as the design professionals.

Wes Magil has written the attached letter requesting addition fees for the redesign work and the additional CA service. He has identified they spent \$9,000 in man-hours to address and document the revision. Currently with the RFIs related to this and other project demands, they have overextended their fees and are requesting a \$10,000 increase to cover the revision and complete the remaining construction administration for the project.

Please review the attached. Wes and I are available to discuss this overrun on their part. Please let us know if you need any additional information.

Sincerely,



James Kennon, AIA, NCARB, LEED ap
the architect **WORKSHOP**
o: 615.750.3137
c: 615.289.5325
e: james@theArchitectWorkshop.net

March 19, 2020

VIA ELECTRONIC MAIL: james@thearchitectworkshop.net

Mr. James Kennon
The Architect Workshop
700 Melpark Drive
Nashville, TN 37204
.

**RE: BRENTWOOD POLICE HEADQUARTERS
RAGAN-SMITH CONSTRUCTION ADMINISTRATION CONTRACT**

James,

We are writing this letter to inform you that Ragan-Smith has exceeded the anticipated budget for Construction Administration services per our contract dated October 25, 2018. The original budget was set at \$15,000 with the anticipated scope of responding to RFI's, attending on-site meetings, and providing final inspections/punch lists.

As you may recall, The Parent Company requested Ragan-Smith revise grading and utility plans to significantly reduce site construction costs and account for unsuitable soils that were not anticipated. The design team agreed that these efforts would be captured under the Construction Administration scope. The effort for these revisions totals approximately \$9,000 in fees that were not anticipated in the original scope.

Since the revisions occurred, we have continued to respond to requests that fall under the general scope for Construction Administration. In the months of January and February our budgeted amount of 15,000 was exceeded in the interest of not delaying site construction.

We request that The Architect Workshop and the City of Brentwood consider an amendment to our contract for an additional estimated fee of \$10,000 to cover effort already performed and future services. This amount is not expected to, and will not be exceeded without proper authorization. We anticipate our services remaining to include support throughout the remainder of site construction and landscape installation, required post construction inspections/certifications, punch list inspections/reports.

Please let me know if you have any questions or if you would like to discuss further.

Sincerely,



Wes Magill, P.E.
Associate

Brentwood City Commission Agenda

Meeting Date: 04/13/2020

Approval to Purchase Body Armor and Ballistic Plates

Submitted by: Richard Hickey, Police

Department: Police

Information

Subject

Approval to purchase body armor and ballistic plates from Angel Armor for members of the Brentwood Police Department.

Background

Staff is requesting authorization to purchase body armor and ballistic plates for agency personnel. This request pertains to outfitting new officers within our department and re-outfitting other officers whose vests are five (5) years old and due to be replaced. Some of the body armor and ballistic plates have already been purchased; however, it became apparent to staff that with the purchase of additional equipment, the total cost would exceed \$10,000, and the vendor is not currently on the "Over \$10,000" list. Therefore, staff is requesting Commission approval for the most recent and upcoming purchases. Invoices for the equipment already purchased are included for your review.

These purchases have been and will be procured through Angel Armor, a sole source vendor, of Fort Collins, Colorado.

The purchase of this equipment is to be made from available funds within the Police operating budget.

Please contact the Chief of Police with any questions.

Staff Recommendation

Staff recommends approval of the purchase of this equipment from Angel Armor.

Fiscal Impact

Amount : \$18,026.67

Source of Funds: General Fund

Account Number: 110-42100-81481

Fiscal Impact:

Funds are budgeted and available for this purpose.

Attachments

Sales Order

Sole Source Justification



Sales Order

ANGEL ARMOR™
4557 DENROSE CT
FORT COLLINS, CO 80524
ANGELARMOR.COM

Quote Date:	05/13/19
Expires:	07/31/19
Quote Number:	11831

Bill To:
Brentwood Police Department 5211 Maryland Way Brentwood, TN 37027 United States

Ship To:
Brentwood Police Department 5211 Maryland Way Brentwood, TN 37027 United States

Part Number
Description

Quantity U/M Price Extended Price

ANGARM-00195
RISE 2.0, Black, Ultra Premium, Male, IIIA

4 /EA \$899.0000 \$3,596.00

Part Number: AngArm-00195
Product Description: RISE 2.0 Ultra Premium NIJ Level IIIA
Name: Chris Maga Badge #: Front: 2517 Back: 2516 Belt: S/M Option: Serial:
R0003474 Color: Black

Part Number: AngArm-00195
Product Description: RISE 2.0 Ultra Premium NIJ Level IIIA
Name: Alli Segal Badge #: Front: 2514 Back: 2213 Belt: S/M Option: Serial:
R0003470 Color: Black

Part Number: AngArm-00195
Product Description: RISE 2.0 Ultra Premium NIJ Level IIIA
Name: Chris Woodard Badge #: Front: 2815 Back: 2515 Belt: S/M Option: Serial:
R0003468 Color: Black

Part Number: AngArm-00195
Product Description: RISE 2.0 Ultra Premium NIJ Level IIIA
Name: Sean Emmons Badge #: Front: 2214 Back: 2214 Belt: XS Option: Serial:
R0003466 Color: Black

ANGARM-00199
TRUTH 308C, 7X9 FC

1 /EA \$320.0000 \$320.00

I authorize the purchase above and I acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at armor.angelarmor.com/terms-and-conditions/
Signature: _____ Date: _____

PROTECTION AT A HIGHER LEVEL™



Quote Number: 11831 (continued from page 1)

<u>Part Number</u> <u>Description</u>	<u>Quantity</u>	<u>U/M</u>	<u>Price</u>	<u>Extended Price</u>
ANGARM-00201 TRUTH 308C, 8X10 FC	2	/EA	\$375.0000	\$750.00
ANGARM-00203 TRUTH 308C, 8x10 SC	3	/EA	\$375.0000	\$1,125.00
ANGARM-00205 TRUTH 308C, 9X11 FC	3	/EA	\$435.0000	\$1,305.00
ANGARM-00207 TRUTH 308C, 9X11 SC	1	/EA	\$435.0000	\$435.00
S&H Shipping and Handling Charges	1	/EA	\$67.9100	\$67.91
			Total	\$7,598.91

I authorize the purchase above and I acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at armor.angelarmor.com/terms-and-conditions/
 Signature: _____ Date: _____

PROTECTION AT A HIGHER LEVEL™





ANGEL ARMOR™

4557 DENROSE CT
FORT COLLINS, CO 80524
ANGELARMOR.COM

Needs PO
Needs CC Approval
4 officers (New)

Invoice

Invoice Date	2/4/2020
Commit Date	3/5/2020
S.O. No.	
PO No.	
Invoice No.	7079.2

Bill to:

Brentwood Police Department
5211 Maryland Way
Brentwood, TN 37027

Ship to:

Brentwood Police Department
5211 Maryland Way
Brentwood, TN 37027

Item Number	Product Name	QTY	Unit Price	Amount
ANGARM-00199	TRUTH 308C, 7X9 FC	2	320.00	640.00T
ANGARM-00201	Holly Lemming - Front and Back TRUTH 308C, 8X10 FC	3	375.00	1,125.00T
ANGARM-00203	Chuck Castleberry David Kelley Max Phillips TRUTH 308C, 8x10 SC	2	375.00	750.00T
ANGARM-00207	David Kelley Max Phillips TRUTH 308C, 9X11 SC	1	435.00	435.00T
S&H	Chuck Castleberry Shipping and Handling Charges	1	81.04	81.04T

APPROVED

P.O. #: 110-42100-81481
DEPT: 110-42100-81481
DEPT. HEAD: 3/12/20
DATE: 3/12/20

JH

Angel Armor Representative: 99JB

SUBTOTAL \$3,031.04

Invoices not paid in full when due will incur interest at a rate of one and one-half percent (1.5%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment. -- \$50 rebate on doors will apply if invoice is paid within 10 days.

SALES TAX (0.0%) \$0.00

TOTAL \$3,031.04

PROTECTION AT A HIGHER LEVEL™



verts



ANGEL ARMOR™

4557 DENROSE CT
FORT COLLINS, CO 80524
ANGELARMOR.COM

Invoice

Invoice Date	1/31/2020
Commit Date	3/1/2020
S.O. No.	
PO No.	
Invoice No.	7079

Bill to:
Brentwood Police Department 5211 Maryland Way Brentwood, TN 37027

Ship to:
Brentwood Police Department 5211 Maryland Way Brentwood, TN 37027

Item Number	Product Name	QTY	Unit Price	Amount
AngArm-00195	<p>RISE 2.0, Black, Ultra Premium, Male, IIIA</p> <p>Name: Chuck Castleberry Badge #: Front: 2515 Back: 2216 Belt: S/M Belt Cover: Option: -- Serial: R0010848 Color: Black</p> <p>Name: David Kelley Badge #: Front: 2514 Back: 2214 Belt: S/M Belt Cover: Option: -- Serial: R0010844 Color: Black</p> <p>Name: Holly Lemming Badge #: Front: 2012 Back: 1714 Belt: XS Belt Cover: Option: -- Serial: R0010846 Color: Black</p> <p>Name: Max Phillips Badge #: Front: 2014 Back: 2014 Belt: XS Belt Cover: Option: -- Serial: R0010856 Color: Black</p>	4	899.00	3,596.00

3/16/2020

APPROVED

P.O. #: 110-42100-81481
DEPT: 110-42100-81481
DEPT. HEAD: 3/12/20
DATE: 3/12/20

JLH

Angel Armor Representative: 99JB	SUBTOTAL	\$3,596.00
Invoices not paid in full when due will incur interest at a rate of one and one-half percent (1.5%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment. -- \$50 rebate on doors will apply if invoice is paid within 10 days.	SALES TAX (0.0%)	\$0.00
	TOTAL	\$3,596.00

PROTECTION AT A HIGHER LEVEL™





Sales Order

ANGEL ARMOR™
4557 DENROSE CT
FORT COLLINS, CO 80524
ANGELARMOR.COM

Quote Date:	03/10/20
Expires:	05/09/20
Quote Number:	13613

Bill To:

Brentwood Police Department
5211 Maryland Way
Brentwood, TN 37027
United States

Ship To:

Brentwood Police Department
5211 Maryland Way
Brentwood, TN 37027
United States

Part Number
Description**Quantity****U/M****Price****Extended Price**

ANGARM-00211
TRUTH 308C, 10X12 SC

6 /EA \$485.0000 \$2,910.00

ANGARM-00167
TRUTH BACKER, 10X12 SC

6 /EA \$139.0000 \$834.00

S&H
Shipping and Handling Charges

1 /EA \$56.7200 \$56.72

Total \$3,800.72

I authorize the purchase above and I acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at armor.angelarmor.com/terms-and-conditions/
Signature: _____ Date: _____

PROTECTION AT A HIGHER LEVEL™





ANGEL ARMOR™

Chief Hughes
Chief Walsh

RISE™ 2.0

ARMOR SYSTEM

+

TRUTH 855

EXCEPTIONS TO COMPETITIVE PROCUREMENT

Sole / Single Source for Professional Services

Exclusively Prepared for



**BRENTWOOD
POLICE DEPARTMENT**

PROTECTION AT A HIGHER LEVEL™

4557 DENROSE CT, FT COLLINS CO 80524 / 970 235 2961 / ANGELARMOR.COM

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SECTION I

User Agency/Department: Brentwood Police Department

User Agency/Department Contact: Nicholas Surre

Phone: (615)371-0160

Email: Nicholas.Surre@brentwoodtn.gov

Description of Service: Ballistic protection for Brentwood Police Department

Date of Submission to Procurement: 3/25/19

Submit document via email to: Nicholas.surre@brentwoodtn.gov

SECTION II

The following are EXCEPTIONS to Competitive Procurement for Professional Services.

Select the appropriate exception.

(a) *Sole Source:* A Sole Source Procurement is a sourcing method used to procure a service without competition when it has been determined that there is only one source for the required service that is capable of meeting the requirements of the acquisition as defined in the Scope of Work or specifications.

Sound procurement practice requires that a Sole Source procurement occur if it has been determined that there is only one source for the required service and not as an attempt to contract with a favored service provider.

(b) *Single Source:* A Single Source Procurement is a sourcing method used to procure a service from one source, without soliciting competition, even though there are other vendors that can provide the service.

Agencies/ Departments must show through documentation that the selection of the source was based on an objective basis and justifiable reason, and the source selected is the most advantageous for the County to fulfill a given requirement as defined in the Scope of Work or specifications.

SECTION III

PROTECTION AT A HIGHER LEVEL™

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A. NEEDS ASSESSMENT

What is the need?

The need is to provide soft body armor and rifle plates to Brentwood Police Department. The RISE™ Armor System by Angel Armor™ provides the officers of Brentwood with a proactive protective solution that combines safety, comfort and versatility. RISE is a premium soft body armor solution designed with front and rear internal rifle plate pockets that accept Angel Armor's Truth SNAP™ hard armor rifle plates. Together, this system elevates protection with comfortable, lightweight, all-day rifle protection.

RISE soft body armor vest's unique QuadCore Attachment System™ ensures a secure and repeatable fit with quiet adjustment and is designed alongside the PALS/MOLLE QuickLock Engagement System™ featuring four points of adjustment for maximum comfort and market-leading weight distribution. These features make the RISE™ Armor System the most functional concealable and/or external armor system ever designed.

The Truth SNAP plates are the only patent-pending modular plate system available on the market with dual strike faces, an ultra-lightweight design and multi-hit capability. The Truth 855 plate system is created by the union of the Truth 308C plate and the Truth Ceramic Strike Face (CSF) plate. When worn by itself, the Truth 308C plate has been tested to defend against NIJ Level III threats, provides stab resistance from Spike Level 3 and offers special threat protection from the 7.62x39mm PB Ball (MSC) @ 2380 +/- 30 fps and 5.56x45mm M193 @ 3250 +/- 30fps. To elevate officer protection, snap the Truth CSF to any Truth 308C plate to create the Truth 855 modular plate system. The Truth 855 is designed to defeat all Truth 308C threats in addition to the 5.56x45mm M855 @ 3115 +/- 30fps. This ultra-thin and lightweight plate system features a proprietary design in an innovative and modular package so officers never have to go to their trunk for active shooter kits again.

Why is there a need?

There has been an unfortunate, yet growing, trend of day-to-day gun violence against officers. According to the *Uniform Crime Report* conducted by LEOKA, the number of officers feloniously killed in the line of duty with rifles from 2012-2014 to 2015-2017 increased by 77%. The majority of the wounded officers were not wearing body armor equipped with rifle-round protection when assailants armed with semi-automatic rifles fired shots.

Brentwood Police Department need a comfortable, lightweight, all-day solution so officers don't have to retrieve their active shooters kits for rifle-rated armor. Angel Armor's RISE vest and Truth 855 ballistic plates are designed to address nearly every relevant handgun, rifle and stab threat officers face in the field, helping to ensure they are protected and ready for any situation.

B. MARKET RESEARCH

Identify all the contractors that can meet this need.

Angel Armor is the only manufacturer that offers the features found in the RISE vest and Truth SNAP plates (see Section III C).

C. WHY IS THIS PARTICULAR CONTRACTOR MOST ADVANTAGEOUS TO THE AGENCY?



ANGEL ARMOR™

Angel Armor is the only manufacturer in the United States that provides the following unique features in one complete soft body armor system with multiple patents pending:

- **COMFORTABLE**

- Proprietary armor profile using research-based design through a collaboration with a prominent university and local law enforcement provides optimal coverage and mobility
- QuadCore Attachment System utilizes a durable elastic external cummerbund for superior weight distribution, affixing to low-profile and moveable QuickLock clips to ensure a secure, quiet and repeatable fit
- Shoulder straps made of premium material allow for panel height adjustability of soft body armor and directly attach to ballistic armor panels, helping reduce curling and shifting
- True six points of adjustment ensure a tailored and secure fit

- **VERSATILE**

- RISE 2.0 is designed to be worn primarily as a concealable vest with minimal printing but through unique features has the flexibility to be worn externally as well
- External front and rear top loading zippered 3D rifle plate pockets accommodate a variety of Angel Armor rifle plate sizes and thicknesses, allowing for quick and easy access for rifle up-armor capability. With the new removable ceramic strike face, the unique 3D pocket design maintains correct plate height location on the officer's body for varying plate thicknesses.
- Low profile, laser-cut PALS/MOLLE compatible 500 Denier CORDURA® Nylon fabric laminate front panel with reinforced stitching for durable, tear-resistant load-bearing capability for external use
- Front zippered admin pocket with low profile, laser-cut PALS/MOLLE compatible Velcro knit loop with reinforced vertical Mic loops and rear Velcro knit loop panel for ID placard attachment
- Two hidden front body-facing utility pockets made of durable high performance stretch material

- **DURABLE**

- Outer shell constructed of high-performance materials — including solution-dyed CORDURA® nylon fabric, which provides resistance to UV, water, abrasion and stretching
- QuadCore Attachment System™ ensures a quiet and repeatable fit using extremely durable, tear-resistant laser-cut HANK (High Abrasion Neoprene Kevlar) belt straps, which interface with the QuickLock clips for long lasting security and comfort
- Premium YKK® zippers with low profile no-slip textured zipper pulls used throughout

- **DESIGNED AND MADE IN THE USA**

- High-production volume available
- Industry leading 40-day lead time

C. CONTINUED

Angel Armor is the only manufacturer in the United States that provides the following unique features in one complete Truth 855 ballistic plate system with multiple patents pending:

- **GROUNDBREAKING**

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- Removeable Truth CSF (Ceramic Strike Face) plate provides scalable protection against handgun, rifle, stab and special threats in a lightweight, modular design
- Plate system is less than 1" thick, featuring radiused edges to reduce uniform 'printing'
- Upgrade any Truth 308C base rifle plate with any Truth CSF for elevated protection, any time
- Truth CSF plate can be easily replaced and paired with any Truth 308C plate for lasting, cost effective protection
- Rare earth magnets provide clean, trouble-free attachment for lasting performance
- Developed and tested ICW NIJ Standard 0101.07 threat specification RF2
- TOUGH & SLEEK
 - Back-face signature is less than 40mm for listed threat projectiles, exceeding NIJ standard requirements
 - Reinforced, one-piece ceramic Truth CSF plate retains ballistic integrity and excellent multi-hit capability in the event of a drop or fall
 - Truth CSF is encased with abrasion-resistant, molded foam for tough and sleek impact protection as well as ease of up-armor plate insertion
 - Truth 855 plate components provide moisture resistance and do not require the use of polyurea coating or nylon wrapping for a refined aesthetic finish
- CUSTOMIZABLE
 - Magnetic, patent-pending SNAP system provides tiered and modular threat protection — armor up or down
 - Variety of sizes available, ranging from 7x9" to 10x12," including a proprietary 9x11" maximum coverage plate; most plates available in Shooter's Cut and Full Cut
 - Custom graphics available for Truth 308C plate
 - Designed to be used in conjunction with RISE body armor but can be used with most soft body armor vests
- MADE IN THE USA
 - Designed, developed and manufactured in the USA
 - High-production volume available

D. FURTHER JUSTIFICATION

If this particular contractor is being used by other departments, what is the connection between the departments? What about that connection between the two or more departments is most advantageous and would further justify bringing this particular contractor on board?



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Agencies Protected by Angel Armor's RISE soft body armor vest and Truth SNAP ballistic plates. Contact Angel Armor for specific references:

- Adams County Sheriff's Office (CO)
- Arapahoe Police Department (CO)
- Archuleta County Sheriff's Office (CO)
- Aurora Police Academy (CO)
- Aurora Police Department (CO)
- Bates County Sheriff's Office (MO)
- Baton Rouge Police Department (LA)
- Bethlehem Police Department (NH)
- Bonne Terre Police Department (MO)
- Borger Police Department (TX)
- Boulder County Sheriff's Office (CO)
- Boulder Police Department (CO)
- Breckenridge Police Department (CO)
- Brusly Police Department (LA)
- California Highway Patrol (CA)
- Capital Region Airport Commission - Richmond International Airport (VA)
- Castle Rock Police Department (CO)
- Chino Valley Police Department (CA)
- Chula Vista Police Department (CA)
- City of Boulder Open Space (CO)
- City of Flora (IN)
- City of Tyler Fire Department (TX)
- City of Tyler Police Department (TX)
- Colorado Department of Parks and Wildlife (CO)
- Colorado River Indian Tribal Police Department (AZ)
- Colorado Springs Police Department (CO)
- Commerce City Police Department (CO)
- Converse County Sheriff's Office (WY)
- County of Orleans Office of the Sheriff (NY)
- County of Santa Clara (CA)
- Covington Police Department (KY)
- Cowlitz County Sheriff's Office (WA)
- Dacono Police Department (CO)
- Dacula City Marshal's Office (GA)
- Dallas Police Department (TX)
- Denton County Constable's Precinct 3 (TX)
- Denton County Constables Precinct 2 (TX)
- Denver District Attorney Office (CO)
- Denver Police Department (CO)
- Department of Public Safety (NC)
- Desloge Police Department (MO)
- Dona Ana Sheriff's Department (NM)
- Douglas County Police Department (CO)
- Eagle Police Department (WI)
- East Baton Rouge Sheriff's Office (LA)
- Ector County Sheriff's Office (TX)
- Eloy Police Department (AZ)
- Espanola Police Department (NM)
- Estes Park Police Department (CO)
- Evans Police Department (CO)
- Fairfax County Police

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- Department (VA)
- Farmington Police Department (MO)
- Federal Bureau of Prisons (FL)
- Federal Heights Police Department (CO)
- Flint Police Department (MI)
- Florida Highway Patrol (FL)
- Fort Collins Police Department (CO)
- Fort Lupton Police Department (CO)
- Fortuna Police Department (CA)
- Fountain County Probation (IN)
- Francis Marion University Police Department (SC)
- Franklin County Sheriff's Office (MO)
- Frederick County Sheriff's Office (MD)
- Fredericktown Police Department (MO)
- Genesee County Sheriff's Office (MI)
- Genoa Township Police Department (OH)
- Granbury Police Department (TX)
- Grand Prairie Police Department (TX)
- Grass Valley Police Department (CA)
- Greeley Police Department (CO)
- Green River Police Department (WY)
- Hales Corner Police Department (WI)
- Hardin Police Department (TX)
- Harvey County Sheriff's Office (KS)
- Hernando County Sheriff's Office (FL)
- Hesston Police Department (KS)
- Highland Village Police Department (TX)
- Hinsdale County Sheriff's Office (CO)
- Hodgman Police Department (KS)
- Hollister Police Department (CA)
- Itasca County Sheriff's Office (MN)
- Jefferson County Sheriff's Office (CO)
- Johnstown Police Department (CO)
- Justin Police Department (TX)
- Keewatin Police Department (MN)
- Kelso Police Department (WA)
- Kersey Police Department (CO)
- Lakewood Police Department (CO)
- Larimer County Department of Natural Resources (CO)
- Larimer County Sheriff's Office (CO)
- Leadington Police Department (MO)
- Limestone County Sheriff's Department (AL)
- Littleton Police Department (NH)
- Loris Police Department (SC)
- Louisiana State University Police Department (LA)
- Louisville Police Department (CO)
- Loveland Fire Authority (CO)
- Loveland Police Department (CO)
- Marina Police Department (CA)
- Martin County Sheriff's Office (FL)
- Menominee Police Department (MI)
- Midland Police Department (TX)
- Milltown Police Department (NJ)
- Mineral Area Drug Task Force (MO)
- Nashwauk Police Department (MN)
- National Park Service (OH)
- Nevada Bureau of

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- Land Management (NV)
- New Providence Police Department (NJ)
- New York State Police (NY)
- North County School District (MO)
- North Newton Police Department (KS)
- Northborough Police Department (MA)
- Northeast Police Department (TX)
- Orange County Sheriff's Department (CA)
- Orange Police Department (TX)
- Oroville Police Department (CA)
- Pennville Police Department (IN)
- Pittsburg Police Department (CA)
- Placerville Police Department (CA)
- Plaquemine Police Department (LA)
- Pleasant Prairie Police Department (WI)
- Ponchatoula Police Department (LA)
- Portsmouth Police Department (OH)
- Purdue University Police Department (IN)
- Rappahannock County Sheriff's Office (VA)
- Russel County Sheriff's Office (AL)
- Salinas Valley State Prison (CA)
- Salt River Police Department (AZ)
- Sheridan Police Department (WY)
- Silverthorne Police Department (CO)
- Somervell County Sheriff's Office (TX)
- St. Francois County Sheriff's Office (MO)
- St. Genevieve County Sheriff's Office (MO)
- Sugarhill Police Department (NH)
- Susanville Police Department (CA)
- Tippecanoe County Community Corrections (IN)
- Twin Mountain Fire Department (NH)
- University Park Police Department (TX)
- US Department of Veteran's Affairs (TN)
- Walnut Creek Police Department (CA)
- Washington County Sheriff's Office (MO)
- Whitehall Township Bureau of Police (PA)
- Williamson County Emergency Management (TN)
- Yale University Police Department (CT)
- Yavapai College Police Department (AZ)
- 45th Parallel EMS (NH)

Product reviews from current LEOs wearing Angel Armor's RISE vest and Truth SNAP plates:

- "I'm really excited about my RISE vest. It really sits well on my upper body. I don't have the perfect body so having a vest that sits well is great getting in and out of a patrol vehicle. The Truth Snap System is also beneficial to everyday use. I don't have to worry about the Velcro wearing off when I bend over or get into a scuffle. The best thing about the vest are the detachable rifle plates and gives me more comfort knowing that I have extra protection; especially in days where assault weapons are more commonly used. I have had several vests in my 16 years of law enforcement, and I finally have a vest where I don't worry about comfort, looks and protection. I am very pleased with this vest and thank you for making a product that rises to expectations."

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- “Over the course of my career I have worn ballistic vests from a number of different companies. In my experience I have never worn a body armor and plate system that fits better and are more comfortable and lighter than the RISE carrier and SNAP rifle plate combination. I have personally witnessed this plate and vest combination absorb tremendous punishment during a live fire demonstration. I have real faith in this product and would recommend it to anybody that is a first responder.”
- “As a 24-year law enforcement officer, I have worn many different types of vests. Only one, Angel Armor RISE has truly made an impact on me. It is by far the lightest, most comfortable and, most importantly, the most protective vest I have worn. I can only speak for myself but I never looked forward to wearing a vest. While I still don't, I don't think twice about wearing Angel Armor and once it's on; I forget it's even there. In addition, having rifle protection at the same time is something I never thought I would see in my career, to be worn daily as a uniform vest. With Angel Armor Truth SNAP plates, I have full rifle protection in my soft body armor. Angel Armor has changed the game, and I am so fortunate to be wearing Angel Armor. It is by far the best bullet-resistant vest I have ever worn. I will continue to wear Angel Armor each day. Thank you, Angel Armor — you have made the lives of law enforcement safer.”
- “I was extremely impressed when my Angel Armor RISE vest and Truth SNAP trauma plate system was delivered in approximately 35 days from my date of measurement. The standard delivery for ballistic vests in today's law enforcement world is four to six months, in my experience. I work 12-hour shifts, four days on followed by four days off. I am amazed that I have yet to pull at the vest to get it back into position. The Angel Armor RISE vest stays put all shift long. I have been a police officer for 24 years — this is the first vest that ever fit as it was intended out of the box. I had been wearing a Level II vest for years at the urging of a vest sales person. After speaking to you, I realized I was under protected. The RISE vest and Truth SNAP trauma plate system are remarkably light. I have as much mobility and agility in this system as I have had in my other vests that did not have rifle plates. When I exit my patrol vehicle on in progress and high priority calls I am confident in your product's ability to defend my life, thereby allowing me to defend the lives of others.”
- “Since finding and wearing the RISE armor and SNAP plates I feel more confident in my job. Hand guns are always a threat, however in the South everyone has a rifle. Knowing the armor can stop a .308 round is a game changer. I have worn the RISE armor in full duty gear under my shirt. I honestly believe the RISE armor is lighter than other vests I have worn. I have also worn the RISE armor as an outer carrier. The built in MOLLE holds up and does it exactly what it is designed for. Traditional plates I've worn averaged 8-16lbs apiece. The SNAP plates are so much lighter and do a better job than traditional plates. I believe in this armor and would recommend it to anyone.”



ANGEL ARMOR™

SECTION IV

FOR REQUESTOR

Printed Name of Requestor:

Requestor's Signature:

Date:

Printed Name of Requestor's Manager:

Requestor's Manager Signature:

Date:

FOR PROCUREMENT

Printed Name of Procurement Officer:

Procurement Officer's Signature:

Date:

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Brentwood City Commission Agenda

Meeting Date: 04/13/2020

Approval to Purchase Two Trucks for the Water Services Department

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Approval to Purchase Two Trucks for the Water Services Department.

Background

The Water Services Department's capital equipment budget for FY 2020 includes the purchase of one replacement compact pickup truck used for a variety of work functions. The purchase will replace a similar 2009 compact pickup truck with nearly 90,000 miles. The proposed replacement truck is being purchased pursuant to State of Tennessee Statewide Contract SWC#209. The SWC contract purchase price for the Chevy Colorado offered by Wilson County Motors, Lebanon, TN is \$25,990.80.

The second truck is a replacement truck also offered on the statewide contract for local governments and replaces the 2019 Ford F-550 Service Body Truck with Crane Equipment. As you recall, this vehicle caught fire while being driven by an employee in January of this year. The truck had only been in service for a very short period of time. The original purchase price of the truck was \$72,088.40. Insurance paid a replacement value of \$67,088.40, which was full value less the \$5,000 deductible. The replacement truck purchase price from the statewide contract offered by Lonnie Cobb Ford, Henderson, TN is in the amount of \$84,916.00. The increased price of about \$12,828 between the 2019 and the proposed purchase price is the result of the prior statewide contract pricing no longer available as it terminated in 2019, and new 2020 model vehicles and pricing agreements are now in place.

Detailed specs and pricing for the two individual truck purchases are included for your consideration. Accordingly, staff is recommending approval to purchase the two trucks in an amount not to exceed \$110,906.80. One truck, the compact pickup truck, is within the current department's capital equipment budget. The second vehicle, the replacement crane truck, will have an unanticipated added cost of \$12,828 in the current fiscal year's budget and will be funded from the overall Water and Sewer Fund's capital equipment available balance.

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

Staff Recommendation

Staff recommends approval.

Previous Commission Action

Approval of purchase of service truck with crane body that burned was granted at the November 11, 2019 Commission Meeting.

Fiscal Impact

Amount : \$110,906.80

Source of Funds: Water & Sewer Cap Equip Fund

Account Number: 412-16430

Fiscal Impact:

Attachments

Price Summary

Crane Truck Specs

Compact Pickup Truck Specs

SWC #209 w- Service Body Quotes
 FY2020 Compact Pickup and Replacement Crane Unit
 Pricing Summary

	Description	SWC Low Bid Base Price
1	2020 Chevrolet Colorado 4x4 Ext. Cab Wilson County Motor, Lebanon, TN SWC #209-64414	\$25,990.80
2	2020 Ford F550 Service Unit with Crane Equipment Lonnie Cobb Ford, Henderson, TN SWC #209-064473	\$84,916.00

SWC # 209
Lonnie Cobb Ford Contract #64473

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 02/18/2020





Prepared by: STEVEN BLACKSTOCK

02/18/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

Selected Equip & Specs

Dimensions

- Exterior length: 230.7"
- Exterior width: 80.0"
- Wheelbase: 145.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front hiproom: 62.5"
- Passenger volume: 64.6cu.ft.
- Maximum cargo volume: 11.6cu.ft.
- Cab to axle: 60.0"
- Exterior height: 81.5"
- Front track: 74.8"
- Turning radius: 21.2'
- Min ground clearance: 8.2"
- Front headroom: 40.8"
- Front shoulder room: 66.7"
- Cargo volume: 11.6cu.ft.

Powertrain

- * **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection**
- federal
- Part-time
- Fuel Economy Cty: N/A
- * **Transmission PTO provision**
- * **Recommended fuel : diesel**
- TorqShift 10 speed automatic transmission with overdrive
- * **Limited slip differential**
- Fuel Economy Highway: N/A

Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- * **Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- * **LT225/70SR19.5 GBSW AT front and rear tires**

Body Exterior

- 2 doors
- Turn signal indicator in mirrors
- Chrome bumpers
- Trailer harness
- Front and rear 19.5 x 6 wheels
- Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- Black door mirrors
- * **Side steps**
- Clearcoat paint
- 2 front tow hook(s)

Convenience

- Manual air conditioning with air filter
- Power front windows
- Driver and passenger 1-touch down
- Cruise control with steering wheel controls
- Driver and passenger 1-touch up
- Remote power door locks with 2 stage unlock and illuminated entry



2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

Selected Equip & Specs (cont'd)

- Manual tilt steering wheel
- Day-night rearview mirror
- SYNC 3 911 Assist emergency SOS
- 2 1st row LCD monitors
- Dual visor mirrors
- Upfitter switches
- Manual telescopic steering wheel
- FordPass Connect 4G LTE WiFi internet access
- Wireless phone connectivity
- Front cupholders
- Driver and passenger door bins

Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- Cloth seat upholstery
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage
- Metal-look instrument panel insert

Entertainment Features

- SiriusXM AM/FM/Satellite radio with radio data system
- Steering wheel mounted radio controls
- Streaming audio
- SYNC 3 external memory control
- 5 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Fully automatic headlights
- Deep tinted windows
- Tachometer
- Outside temperature display
- Trip computer
- Configurable digital/analog gauges
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Compass
- * **Camera(s) - rear**
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode
- Brake assist
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Remote activated perimeter/approach lighting
- Security system with SecuriLock immobilizer
- Manually adjustable front head restraints with tilt

Dimensions

General Weights



Prepared by: STEVEN BLACKSTOCK

02/18/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

Selected Equip & Specs (cont'd)

* Curb	7,966 lbs.	* GVWR	19,500 lbs.
* Payload	11,750 lbs.		

Front Weights

* Front GAWR	7,500 lbs.	* Front curb weight	4,591 lbs.
* Front axle capacity	7,500 lbs.	* Front spring rating	7,500 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

* Rear GAWR	14,706 lbs.	* Rear curb weight	3,375 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	Brake controller	Yes
Trailer sway control	Yes		

General Trailing

* 5th-wheel towing capacity	23800 lbs.	* Gooseneck towing capacity	23800 lbs.
Towing capacity	18500 lbs.	* GCWR	32500 lbs.

Fuel Tank type

Capacity	40 gal.
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Off Road

Min ground clearance	8 "
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Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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Rear Frame

Height loaded	29 "	Height unloaded	35 "
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Powertrain

Engine Type

* Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
* Ignition	Compression	* Injection	Diesel direct injection
* Liters	6.7L	Orientation	Longitudinal
* Recommended fuel	Diesel	* Valves per cylinder	4
Valvetrain	OHV	* Forced induction	Intercooled turbo

Engine Spec



Prepared by: STEVEN BLACKSTOCK

02/18/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

Selected Equip & Specs (cont'd)

* Bore	3.90"	* Compression ratio	15.8:1
* Displacement	406 cu.in.	* Stroke	4.25"
Engine Power			
SAEJ1349 AUG2004 compliant	Yes	* Output	330 HP @ 2,600 RPM
* Torque	750 ft.-lb @ 2,000 RPM		
Alternator			
* Type	Dual	* Amps	397
Battery			
Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	Dual
Engine Extras			
* Block heater	Yes		
Transmission			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
Transmission Gear Ratios			
1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		
Transmission Extras			
Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	* PTO provision	Yes
Drive Type			
4wd type	Part-time	Type	Four-wheel
Drive Feature			
* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes	Locking hub control	Auto
Transfer case shift	Electronic		
Drive Axle			
Ratio	4.88		



Prepared by: STEVEN BLACKSTOCK

02/18/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

Selected Equip & Specs (cont'd)

Exhaust

Material Stainless steel System type Single

Emissions

CARB Federal

Fuel Economy

* Fuel type Diesel

Engine Retarder

* Type Yes

Driveability

Brakes

ABS 4-wheel ABS channels 3
Type 4-wheel disc Vented discs Front and rear

Brake Assistance

Brake assist Yes

Suspension Control

Ride Firm

Front Suspension

Independence Mono-beam non-independent Anti-roll bar Regular

Front Spring

Type Coil * Grade HD

Front Shocks

Type HD

Rear Suspension

* Independence DANA 130 rigid axle Type Leaf
Anti-roll bar Regular

Rear Spring

Type Leaf Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs



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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

Selected Equip & Specs (cont'd)

of wheels 2

Exterior**Front Wheels**

Diameter 19.5" Width 6.00"

Rear Wheels

Diameter 19.5" Width 6.00"

Dual Yes

Front and Rear Wheels

Appearance Argent Material Steel

Front Tires

Aspect 70 Diameter 19.5"

Sidewalls BSW Speed S

* Tread AT Type LT

Width 225mm LT load rating G

* RPM 645

Rear Tires

Aspect 70 Diameter 19.5"

Sidewalls BSW Speed S

* Tread AT Type LT

Width 225mm LT load rating G

* RPM 645

Wheels

Front track 74.8" Rear track 74.0"

Turning radius 21.2' Wheelbase 145.0"

Rear tire outside width 93.9"

Body Features

Front license plate bracket Yes Front splash guards Yes

* Skid plate(s) 1 Body material Aluminum

Side impact beams Yes * Side steps Yes

Front tow hook(s) 2

Body Doors

Door count 2

Exterior Dimensions

Length 230.7" Body width 80.0"

Body height 81.5" Cab to axle 60.0"



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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

Selected Equip & Specs (cont'd)

Axle to end of frame	47.2"
Frame yield strength (psi)	50000.0
Front bumper to Front axle	38.3"
Front bumper to back of cab	123.7"

* Frame section modulus	17.2cu.in.
Frame rail width	34.2"
Cab to end of frame	107.2"

Safety

Airbags

Driver front-impact	Yes
Overhead Safety Canopy System curtain 1st row	
Passenger side-impact	Seat mounted

Driver side-impact	Seat mounted
Passenger front-impact	Cancellable

Seatbelt

Height adjustable	Front
-------------------------	-------

Security

Immobilizer	SecuriLock
Restricted driving mode	MyKey

Panic alarm	Yes
-------------------	-----

Seating

Passenger Capacity

Capacity	3
----------------	---

Front Seats

Split	40-20-40
-------------	----------

Type	Split-bench
------------	-------------

Driver Seat

Fore/aft	Manual
Way direction control	4

Reclining	Manual
Lumbar support	Manual

Passenger seat

Fore/aft	Manual
Way direction control	4

Reclining	Manual
-----------------	--------

Front Head Restraint

Control	Manual
---------------	--------

Type	W/tilt
------------	--------

Front Armrest

Centre	Yes
--------------	-----

Storage	Yes
---------------	-----

Front Seat Trim

Material	Cloth
----------------	-------

Back material	Carpet
---------------------	--------

Convenience

AC And Heat Type



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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

Selected Equip & Specs (cont'd)

Air conditioning	Manual	Air filter	Yes
Audio System			
Radio	SiriusXM AM/FM/Satellite	Radio data system	Yes
Radio grade	Regular	Seek-scan	Yes
External memory control	SYNC 3		
Audio Speakers			
Speaker type	Regular	Speakers	5
Audio Controls			
Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Streaming audio	Bluetooth yes
Audio Antenna			
Type	Fixed		
LCD Monitors			
1st row	2	Primary monitor size (inches)	8
Cruise Control			
Cruise control	With steering wheel controls		
Convenience Features			
Retained accessory power	Yes	12V DC power outlet	3
Emergency SOS	SYNC 3 911 Assist	Wireless phone connectivity	Bluetooth
AC power outlet	1	Smart device integration	Mirroring
Upfitter switches	Yes		
Door Lock Activation			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes		
Door Locks Extra FOB Controls			
Remote engine start	Smart device		
Instrumentation Type			
Display	Digital/analog	Configurable	Yes
Instrumentation Gauges			
Tachometer	Yes	Engine temperature	Yes
* Turbo/supercharger boost	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
Instrumentation Warnings			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes



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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

Selected Equip & Specs (cont'd)

Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		
Instrumentation Displays			
Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
* Camera(s) - rear	Yes		
Instrumentation Feature			
Trip computer	Yes	Trip odometer	Yes
Steering Wheel Type			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
Front Side Windows			
Window 1st row activation	Power		
Window Features			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		
Front Windshield			
Wiper	Variable intermittent		
Rear Windshield			
Window	Fixed		
Interior			
Driver Visor			
Mirror	Yes		
Passenger Visor			
Mirror	Yes		
Rear View Mirror			
Day-night	Yes		
Headliner			
Coverage	Full	Material	Cloth
Floor Trim			
Coverage	Full	Covering	Carpet
Mats	Carpet front		
Trim Feature			
Instrument panel insert	Metal-look	Gear shift knob	Urethane



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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

Selected Equip & Specs (cont'd)

Interior accents Chrome

Lighting

Dome light type Fade

Illuminated entry Yes

Front reading Yes

Variable IP lighting Yes

Storage

Driver door bin Yes

Glove box Locking

Illuminated Yes

Dashboard Yes

Front Beverage holder(s) Yes

Passenger door bin Yes

Instrument panel Covered bin

1st row underseat Locking

Legroom

Front 43.9"

Headroom

Front 40.8"

Hip Room

Front 62.5"

Shoulder Room

Front 66.7"

Interior Volume

Passenger volume 64.6 cu.ft.



2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

Additional Warranty

Diesel Engine

Distance	100,000 miles	Months	60 months
----------	---------------	--------	-----------



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Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

As Configured Vehicle

Code	Description	MSRP
F5H	Base Vehicle Price (F5H)	\$46,735.00
663A	Order Code 663A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic Includes selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - Wheels: 19.5" Argent Painted Steel Hub covers/center ornaments not included. - Radio: AM/FM Stereo w/MP3 Player Includes 5 speakers and auxiliary audio input jack. - SYNC 3 Communications & Entertainment System Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, pinch-to-zoom capability included with available voice-activated touchscreen navigation system, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart-charging USB-C Ports. Note: SYNC AppLink lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink software. - SiriusXM Satellite Radio Includes 1 I/P mounted center speaker and a 6-month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com . All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc. - Cloth 40/20/40 Split Bench Seat Includes 20% center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar.	N/C
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries	\$9,325.00
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK) <i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.</i>	\$215.00
64Z	Wheels: 19.5" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
3	Cloth 40/20/40 Split Bench Seat <i>Includes 20% center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included



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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 5 speakers and auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 3 Communications & Entertainment System Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, pinch-to-zoom capability included with available voice-activated touchscreen navigation system, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart-charging USB-C Ports. Note: SYNC AppLink lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink software. - SiriusXM Satellite Radio Includes 1 I/P mounted center speaker and a 6-month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com . All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.	Included
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR <i>Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.</i>	\$285.00
41H	Engine Block Heater	\$100.00
41P	Transfer Case Skid Plates	\$100.00
61J	6-Ton Hydraulic Jack	\$55.00
62R	Transmission Power Take-Off Provision <i>Includes transmission mounted live drive and stationary mode PTO.</i>	N/C
98R	Operator Commanded Regeneration (OCR)	\$250.00
67B	397 Amp Alternator	\$115.00
18B	Platform Running Boards	\$320.00
872	Rear View Camera & Prep Kit Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting and aiming instructions. Kit requires video display option to be added to unit. Reference order guide for additional information. Related option content: 872, 585 and 96V. <i>Includes loose camera and wiring bundle.</i>	\$415.00
425	50-State Emissions System	STD



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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

As Configured Vehicle (cont'd)

Code	Description	MSRP
3S_01	Medium Earth Gray	N/C
Z1_01	Oxford White	N/C
brentwood	brentwood crane package KMC6108DL-30 6108DL-30 CRANE BODY OVERALL LENGTH - 107-1/4" OVERALL WIDTH - 94" FLOOR WIDTH - 54" SIDE COMPARTMENT HEIGHT - 40" SIDE COMPARTMENT DEPTH - 20" FLOOR HEIGHT - 24" STREETSIDE & CURBSIDE COMPARTMENTATION: 1V - 35-1/4" IN LENGTH X 40" HIGH H - 44-3/4" IN LENGTH X 18-1/2" HIGH 2V - 27-1/4" IN LENGTH X 40" HIGH STANDARD SHELVING: INCLUDES TWO ADJUSTABLE DIVIDER SHELVES EACH FRONT VERTICAL COMPARTMENT, ONE BOLT-IN DIVIDER SHELF CURBSIDE HORIZONTAL COMPARTMENT, ONE ADJUSTABLE DIVIDER SHELF EACH REAR VERTICAL COMPARTMENT, AND 28 SHELF DIVIDERS. WARRANTY - STANDARD KNAPHEIDE LIMITED WARRANTY 30 CRANE BODY MOUNTING KIT OUTRIGGER RECEIVER BUMPER VENTURO TOP PLATE ASSEMBLY 30J TP OVERLAYS ON COMPT TOPS - KMC12011650 OUTRIGGER, MAN OUT/DOWN KNAP - VENTURO ET18KX ELECTRIC-HYDRAULIC CRANE 4500 LBS MAX LIFTING @ 4' 2,250 LBS MAX LIFTING @ 8' 1,125 LBS MAX LIFTING @ 16' 10,500 MINIMUM GVWR 18,000 FOOT POUND CRANE 8'-12' POWER BOOM EXTENSION 12'-16' MANUAL BOOM EXTENSION CONTINUOUS POWER ROTATION VENTURO BOOM REST FOR ET18KX 18" TO 26" ADJUSTMENT VENTURO 250 AMP CIRCUIT BREAKER REMOTE WIRELESS CNTRL W/DIAGNOSTIC SYS IN LIEU RECEIVER HITCH CLASS PINTLE W/2" COMB REC MNT 6TON SUPER SPRING FORD F550 MUD FLAP 24X30 W/LOGO ALARM BACKUP 102DB 12/24V LIGHT LED COMP STRIPS 36X1/2" STROBE, LED CL/AMB, 4 7/8 RECT - FRONT GRILL LIGHT BAR LED MINI 15X8.25X3" CAB MOUNT PAINT UNIT/CHASSIS - SPRAY IN BED LINER, CARGO AREA BACK OF COMPT	\$37,207.00
SUBTOTAL		\$96,637.00
Destination Charge		\$1,595.00
TOTAL		\$98,232.00



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02/18/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XLT (F5H)

Price Level: 35

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$46,735.00
Options & Colors	\$12,695.00
Upfitting	\$37,207.00
Destination Charge	\$1,595.00

Subtotal	\$98,232.00
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Pre-Tax Adjustments

Code	Description	
fleet discount	fleet discount	-\$13,316.00

Total	\$84,916.00
--------------	--------------------

Body and equipment provided and installed by
UES - Venturo brand crane

Customer Signature

Acceptance Date



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Wilson County Motors

Prepared By:


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Wilson County Motors
615-444-9642
Sabrina@wilsoncountyauto.com

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Data Version: 9900. Data Updated: Dec 15, 2019 10:00:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2020 Chevrolet Colorado (12M43) 4WD Crew Cab 128" Work Truck ( Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$29,290.80	\$31,700.00
Total Options	(\$4,395.00)	\$0.00
Vehicle Subtotal	\$24,895.80	\$31,700.00
Destination Charge	\$1,095.00	\$1,095.00
Grand Total	\$25,990.80	\$32,795.00

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Vehicle: [Fleet] 2020 Chevrolet Colorado (12M43) 4WD Crew Cab 128" Work Truck (✔ Complete)

Technical Specifications

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Vehicle: [Fleet] 2020 Chevrolet Colorado (12M43) 4WD Crew Cab 128" Work Truck (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	VQ2	MSRP
12M43	2020 Chevrolet Colorado 4WD Crew Cab 128" Work Truck	\$29,290.80	\$31,700.00

COLORS

CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	VQ2	MSRP
4WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	VQ2	MSRP
5GD	Tow/Haul Mode (Included and only available with (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine. Standard on Crew Cab Long Box.)	Inc.	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	VQ2	MSRP
S1K	Wheel, spare, 16" x 7" (40.6 cm x 17.8 cm) steel (Requires (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine. Standard on Crew Cab Long Box models.)	Inc.	Inc.

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
VQ2	Fleet processing option	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	VQ2	MSRP
AR7	Seats, front bucket (STD)	\$0.00	\$0.00

GVWR

CODE	DESCRIPTION	VQ2	MSRP
C5J	GVWR, 6000 lbs. (2722 kg) (STD) (Standard on Crew Cab models with (LGZ) 3.6L DI DOHC V6 engine only.)	\$0.00	\$0.00

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Vehicle: [Fleet] 2020 Chevrolet Colorado (12M43) 4WD Crew Cab 128" Work Truck (✔ Complete)

EMISSIONS

CODE	DESCRIPTION	VQ2	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	VQ2	MSRP
Fed Tire	Federal Tire Fee	\$5.00	\$0.00
Gov Asst	Government Assistance	(\$4,400.00)	\$0.00

PAINT

CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	VQ2	MSRP
GU6	Rear axle, 3.42 ratio (Requires (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine.)	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	VQ2	MSRP
H2Q	Jet Black/Dark Ash, Vinyl seat trim	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	VQ2	MSRP
LGZ	Engine, 3.6L DI DOHC V6 VVT (308 hp [230.0 kW] @ 6800 rpm, 275 lb-ft of torque [373 N-m] @ 4000 rpm) (STD) (Standard on Crew Cab models.)	\$0.00	\$0.00

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Vehicle: [Fleet] 2020 Chevrolet Colorado (12M43) 4WD Crew Cab 128" Work Truck (✔ Complete)

TRANSMISSION

CODE	DESCRIPTION	VQ2	MSRP
M5T	Transmission, 8-speed automatic (STD) (Included and only available with (LGZ) 3.6L DI DOHC V6 engine.)	\$0.00	\$0.00

TIRES

CODE	DESCRIPTION	VQ2	MSRP
QJJ	Tires, 265/70R16 all-season, blackwall (STD)	\$0.00	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	VQ2	MSRP
RS2	Wheels, 16" x 7" (40.6 cm x 17.8 cm) Ultra Silver Metallic steel (STD)	\$0.00	\$0.00

SPARE TIRE

CODE	DESCRIPTION	VQ2	MSRP
ZJJ	Tire, spare 265/70R16 all-season, blackwall (Included and only available with (S1K) 16" x 7" (40.6 cm x 17.8 cm) steel spare wheel.)	Inc.	Inc.

Options Total

(\$4,395.00)

\$0.00

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Wilson County Motors

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Vehicle: [Fleet] 2020 Chevrolet Colorado (12M43) 4WD Crew Cab 128" Work Truck (✔ Complete)

Standard Equipment

Mechanical

Engine, 3.6L DI DOHC V6 VVT (308 hp [230.0 kW] @ 6800 rpm, 275 lb-ft of torque [373 N-m] @ 4000 rpm) (STD) (Standard on Crew Cab models.)

Transmission, 8-speed automatic (STD) (Included and only available with (LGZ) 3.6L DI DOHC V6 engine.)

Rear axle, 3.42 ratio (Requires (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine.)

GVWR, 6000 lbs. (2722 kg) (STD) (Standard on Crew Cab models with (LGZ) 3.6L DI DOHC V6 engine only.)

Transfer case, electric, 2-speed

Four wheel drive

Trailer assist, guidelines (Included and only available with (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine. Standard on Crew Cab Long Box.)

Recovery hooks, front

Frame, fully-boxed

Pickup box

Steering, Electric Power Steering (EPS) assist

Brakes, 4-wheel antilock, 4-wheel disc

Exterior

Wheels, 16" x 7" (40.6 cm x 17.8 cm) Ultra Silver Metallic steel (STD)

Tires, 265/70R16 all-season, blackwall (STD)

Bumper, rear chrome

CornerStep, rear bumper

Moldings, Black beltline

Headlamps, halogen with automatic exterior lamp control

Cargo box light, back of cab

Mirrors, outside manual-folding, Black

Glass, windshield shade band

Door handles, Black

Capless Fuel Fill

Tailgate, locking

Tailgate handle, Black


This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9900. Data Updated: Dec 15, 2019 10:00:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2020 Chevrolet Colorado (12M43) 4WD Crew Cab 128" Work Truck ( Complete)

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)

Audio system feature, 6-speaker system

Interior

Seats, front bucket (STD)

Seat adjuster, driver 4-way power with manual recline

Seat adjuster, passenger 2-way manual fore/aft with manual recline

Seat, rear folding bench (Crew Cab models only.)

Console, floor, front compartment, custom

Floor covering, color-keyed carpeting

Floor mats, carpeted front (Deleted when (B38) full-length Black vinyl floor covering is ordered. Requires (B30) color-keyed carpeting floor covering.)

Floor mats, carpeted rear (Requires (B30) color-keyed carpeting floor covering.)

Steering wheel, urethane

Steering column, tilt, manual

Speedometer, miles/kilometers

Display, driver instrument information enhanced, one color

Windows, power with driver Express-Up and Down

Door locks, power

Theft-deterrent system, immobilization

USB data ports, 2 includes auxiliary input jack, located on the front console

Air conditioning, single-zone manual climate control

Handles, door release, front and rear, Jet Black

Mirror, inside rearview manual day/night

Visors, driver and front passenger with passenger vanity mirror

Lighting, interior, center dome

Safety-Mechanical

StabiliTrak, stability control system

Traction control, electronic

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Data Version: 9900. Data Updated: Dec 15, 2019 10:00:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2020 Chevrolet Colorado (12M43) 4WD Crew Cab 128" Work Truck (Complete)

Safety-Exterior

Daytime Running Lamps

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor System

Tire Fill Alert provides an audible and visual indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Data Version: 9900. Data Updated: Dec 15, 2019 10:00:00 PM PST.

Brentwood City Commission Agenda

Meeting Date: 04/13/2020

Resolution 2020-35 - Authorization of Temporary Modifications to Utility Billing Policies

Submitted by: Kirk Bednar, Administration

Department: Administration

Information

Subject

Resolution 2020-35 - Authorization of Temporary Modifications to Utility Billing Policies

Background

Section 70-159 of the Brentwood Municipal Code establishes various requirements related to utility billing procedures. These requirements include:

1. A ten percent (10%) penalty added to all accounts if not paid in full by the due date (70-159(b))
2. A provision for disconnection of service if the bill and any penalties are not paid within one month of the due date (70-159(c))

In consideration of the severe economic hardships on residents and businesses as a result of the COVID-19 virus situation, most utilities providers are relaxing some of their billing policies for past due accounts. Therefore, as a way to provide a small measure of relief for Brentwood Water and Sewer customers who may be adversely impacted by the current economic circumstances, staff is recommending formal City Commission authorization to waive the ten percent (10%) penalty for late payments for bills due in the months of March, April, and May and suspend service disconnections during the same three-month period.

If any questions, please contact Water Services Director Chris Milton.

Staff Recommendation

Staff recommends approval of the attached Resolution 2020-35.

Fiscal Impact

Amount : \$30,000 est.

Source of Funds: Water and Sewer Fund

Account Number:

Fiscal Impact:

The exact dollar amount of lost revenue to the Water and Sewer Fund is impossible to estimate. Based on prior monthly averages, staff would estimate the loss to be in the \$30,000 range. However, given the severity of this economic situation, the amount could be higher due to more accounts with late payments than normal.

Attachments

Resolution 2020-35

RESOLUTION 2020-35

A RESOLUTION AUTHORIZING A TEMPORARY MODIFICATION TO THE CITY OF BRENTWOOD UTILITY BILLING POLICIES DUE TO THE HARDSHIPS AS A RESULT OF THE COVID-19 VIRUS

WHEREAS, the Brentwood Municipal Code Section 70-159 establishes various requirements related to the utility billing procedures specifically penalties for late payment and service disconnections for non-payment; and

WHEREAS, a temporary waiver of such provisions may provide a small measure of relief for Brentwood Water and Sewer customers who may be adversely impacted by the economic circumstances as a result of the COVID-19 virus situation; and

WHEREAS, the Board of Commissioners believes it is in the best interest of the citizens of Brentwood to waive the ten percent (10%) penalty for late payments for bills due in the months of March, April and May and suspend service disconnections during the same three-month period.

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

SECTION 1. That a temporary modification to the Brentwood utility billing policies shall be made so that the ten percent (10%) penalty for late payments is hereby waived for bills due in the months of March, April, and May 2020, and that no service will be disconnected for reason of nonpayment during the same three-month period.

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

Brentwood City Commission Agenda

Meeting Date: 04/13/2020

Appointment of Three (3) Members to the Park Board

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of Three (3) Members to the Park Board

Background

At the April 13, 2020 meeting, the Board of Commissioners will appoint three (3) members to the Park Board. The appointees will serve three-year terms expiring April 30, 2023. Applicants must be residents of the City of Brentwood.

Notice of the upcoming appointments and process/deadlines for applications was published in the Tennessean Williamson and posted on the City's web page and on the Brentwood City Government Cable Channel (BTV).

The interested persons are:

1. Lenda Elmlinger (incumbent)
2. Natasha Green
3. Tracy Mullendore
4. Dave Olmstead (incumbent)
5. Daniel Spann (incumbent)

Their applications are attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Applications

Earls, Holly

From: tech@brentwoodtn.gov
Sent: Monday, March 2, 2020 7:50 PM
To: Lambert, Deanna; Earls, Holly
Subject: City of Brentwood: Online Board Application Submittal

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 03/02/2020 7:49 PM
Response #: 172
Submitter ID: 17504
IP address: 2601:484:c103:517e:9925:cddd:1cf3:627f
Time to complete: 13 min. , 21 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

LEND A Elmlinger

Spouse's name (if applicable)?

N/A

Address:

8313 Carriage Hills Drive

Phone Number:

615-477-2515

Email address:

lendaelm@comcast.net

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

Pinnacle Financial Partners

Job Title

Senior Vice President & Financial Advisor

Spouse's Current Employer or Former Employer if Retired:

N/A

Spouse's Job Title:

N/A

How many years have you lived in Brentwood?

30 +

Please provide a detailed description of your community involvement below:

I have served for the last 15 years on the Park Board and have helped work on & in the new parks as well as the older parks. I serve as the Park Board liaison to the Tree Board & have for many years. I help with planning Arbor Day, judging the posters of the 3rd & 6th graders of Brentwood, judging the high schoolers tree poems & essays, putting together the Library display cabinets for the posters, stuffing the tree seedlings and picking up and returning the poster art to the schools. I have also served in the City in numerous capacities through church, Cub Scout Pack 419 & Boy Scout Troop 8, Leadership Brentwood class of 1998, Steering Board twice, Women in Business Steering Board, Williamson County Chamber/Brentwood Chamber, Junior League of Nashville (which does help Brentwood not-for-profits, and various service activities over the years.

Please provide a brief summary of why you would like to serve on this board:

I have enjoyed serving on this board! The multitude of improvements over the last several years, the thoughtful conservation of green space, and the vision for the City's inhabitant's recreation & their sense of home, serenity, & health have been most rewarding.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No.

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

Pinnacle Financial Partners has assisted the City of Brentwood with their banking relationship at various times in past years.

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No, I am not.

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Saturday, January 4, 2020 11:08:44 AM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 01/04/2020 11:08 AM
Response #: 161
Submitter ID: 17039
IP address: 76.122.226.25
Time to complete: 14 min. , 6 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Natasha Green

Spouse's name (if applicable)?

n/a

Address:

1517 Lipscomb Drive

Phone Number:

n/a

Email address:

jaylenomar@yahoo.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

State of Tennessee

Job Title

Sr. IT Application Developer

Spouse's Current Employer or Former Employer if Retired:

n/a

Spouse's Job Title:

n/a

How many years have you lived in Brentwood?

3

Please provide a detailed description of your community involvement below:

My community service includes past and present:

Second Harvest Food Bank

TN Promise Mentor

Brentwood Blaze Executive and Non-executive Board member

Williamson County Foster Care Review Board Member

Davidson County Foster Care Review Board Member

Brentwood High School Athletic Board Committee (ABC)

Garden Club Estates HOA Secretary (Franklin, TN)

Lansdowne HOA Board Member (Brentwood, TN)

The Links, Incorporated Executive Board member Secretary

Please provide a brief summary of why you would like to serve on this board:

I would like to serve on the park board because I have a strong desire to be useful to my community and be active in supporting it. I'm willing to make a commitment to give freely of my time and talents to help strengthen and further the park, recreation and conservation mission. I will take responsibility for helping to set the goals, formulate policies and establish services that will meet the present and future needs of the citizens in the city of Brentwood. Lastly, I will commit to see the "big picture" and the long-term effects of the decisions board members make. I will use sound judgment by weighing the pros and cons of each issue and be open to new ideas. I will stand by the board when they (we) make ethical decisions and have the capacity to "take the heat" when unpopular, but necessary, decisions are made.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission,

any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

no

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Thursday, January 2, 2020 10:54:57 AM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 01/02/2020 10:54 AM
Response #: 158
Submitter ID: 17019
IP address: 71.236.48.138
Time to complete: 30 min. , 21 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Tracy Mullendore

Spouse's name (if applicable)?

Scott Mullendore

Address:

2016 Valleybrook Drive, Brentwood, TN 37027

Phone Number:

615-418-9890

Email address:

tmullendore@ovationevents.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

Ovation Events

Job Title

Exexecutive Producer

Spouse's Current Employer or Former Employer if Retired:

Noshok

Spouse's Job Title:

Sales Manager

How many years have you lived in Brentwood?

40

Please provide a detailed description of your community involvement below:

The majority of my community involvement has centered around Brentwood school system activities. Over the years I've been involved in elementary, middle school and now high school activities. I have volunteered my time in a variety of ways including classroom parent duties to serving on committees for school fundraisers. Currently I am President of the RHS Volleyball Booster Club and active in the RAC (Ravenwood Athletics Club). I also volunteer my time serving on the Kappa Delta Sorority House Corps Board at Vanderbilt University.

Please provide a brief summary of why you would like to serve on this board:

I have lived in Brentwood for 40 years. My family moved to Brenthaven subdivision in 1979 when I was 10 years old. I feel that the city of Brentwood and I grew up together as we both celebrated our 50th birthdays this year!! This city is very special to me and I feel that one way I can give back is volunteering to serve on the Park Board. I am interested in serving on the Park Board because I truly appreciate the value that Brentwood places on our public parks. I feel blessed to live in a community that prioritizes the park system. I spend a lot of time in our local parks as my favorite exercise activities are walking, biking and hiking in River Park and Marcella Vivrette Smith Park. I would like to donate my time and talents to the Park Board so that I can contribute to the ongoing success and growth of our wonderful park system.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

NO

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

NO

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

NO

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

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Earls, Holly

From: tech@brentwoodtn.gov
Sent: Tuesday, February 25, 2020 12:57 PM
To: Lambert, Deanna; Earls, Holly
Subject: City of Brentwood: Online Board Application Submittal

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 02/25/2020 12:56 PM
Response #: 171
Submitter ID: 17456
IP address: 2601:484:c002:19d0:25b8:f13a:956:a4d5
Time to complete: 20 min. , 39 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Dave Olmstead

Spouse's name (if applicable)?

Traci Olmstead

Address:

1097 Arbor Run Place

Phone Number:

615-828-7061

Email address:

olmsteaddave@yahoo.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

J.S. Held LLC

Job Title

VP Forensic Engineering

Spouse's Current Employer or Former Employer if Retired:

Nidec Motors

Spouse's Job Title:

Sales Engineer

How many years have you lived in Brentwood?

18

Please provide a detailed description of your community involvement below:

My family and I have lived in Brentwood for the past 18 years. During this time we have enjoyed the Brentwood parks and been involved in many youth sports organizations that utilize our great parks and facilities. My community involvement has been in the capacity of a youth sports coach (softball, basketball, soccer), youth sports team manager, parent volunteer of the year, and a 3-term (9 year) member of the Brentwood Park Board.

Please provide a brief summary of why you would like to serve on this board:

I have proudly served on the Park Board for the past 9 years since 2011, finishing up my 3rd term. I have enjoyed my time on the board and feel my contributions have been positive to our wonderful park system. I would like to continue to serve on this board for another term and would appreciate your consideration.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No I am not

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No I do not

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

I am not aware of any potential conflicts of interest

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Earls, Holly

From: tech@brentwoodtn.gov
Sent: Tuesday, March 3, 2020 11:54 AM
To: Lambert, Deanna; Earls, Holly
Subject: City of Brentwood: Online Board Application Submittal

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 03/03/2020 11:54 AM
Response #: 173
Submitter ID: 17509
IP address: 50.204.125.58
Time to complete: 7 min. , 16 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Daniel Spann

Spouse's name (if applicable)?

Amy Boyd Spann

Address:

8208 Devens Drive

Phone Number:

6157140400

Email address:

danieljs Spann@gmail.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

Barge Design Solutions

Job Title

Sr. Vice President

Spouse's Current Employer or Former Employer if Retired:

Ensafe, Inc.

Spouse's Job Title:

Project Manager

How many years have you lived in Brentwood?

14

Please provide a detailed description of your community involvement below:

With the exception my time away for college at TN Tech, my world has revolved around Brentwood since 1981 when I was 7 years old. That year my family moved to Crieve Hall from Dekalb County so my father could work at David Lipscomb and preach at Brentwood Hills church of Christ. My father became a member of the Brentwood Rotary, we went to the doctor and dentist and the then one-story Brentwood primary care and I practiced little league in an empty lot behind Forest Hills church of Christ, neither of which are there today. My mother still lives in Crieve Hall and prior to his passing in 2019, my father was a resident at Wellington Place assisted living on Ward Circle. My wife (Amy Boyd Spann) and In-laws (Larry and Roxann Boyd) and bother-in-law Ryan Boyd are all long-time Brentwood residents growing up on Old Smyrna Road and attending Brentwood schools.

When Amy and I returned from Tech, our first home was in the Landings Apartments in Brentwood. We purchased a starter home in Franklin where we lived for 8 years before purchasing our current and hopefully last home in Brenthaven in 2007. Amy and I attended Harpeth Hills church of Christ for many years. We were both graduates of the Citizens Police Academy in 2008. I have been an active member of the Brentwood Morning Rotary Club for 10 years. I was a member of the Maryland Farms and Brentwood Family YMCA for 17 years. I coached Brentwood Blaze football for three years in 2009 to 2011 for my nephew's team and I am a 2018 Leadership Middle TN Graduate.

I am a past board member and past board chair of Ride for Reading, a locally formed non-profit dedicated to improving literacy and healthy living for children in low in-come areas. I am currently a board member with Walk Bike Nashville and have served as a delegate the National Bike Summit in DC.

My wife and I both travel a lot for work and in doing so have gained a deeper appreciation for Brentwood every time we do.

Please provide a brief summary of why you would like to serve on this board:

Before moving to Brenthaven, my wife and I frequented Crockett Park. One weekend, while riding bikes in the park we discussed how great it would be to live somewhere close to the park. By chance we popped out of the park on Wikle Road, turned left and saw a house for sale at the corner of Glover Ct. and Devens and that's where we live today.

Being able to ride or walk to the park and be connected to the things like the Library and Y are big factors in why we live where we do. When I was coaching Blaze, I rode or walked to every game and practice. We can ride quicker than drive to our nieces and nephews in Indian Point and now we can access by greenway Smith Park.

The parks are important to me and my family. I would like to see them continue to strengthen and grow as the assets for quality of life and healthy living that they are for the City.

My professional work and the work of my firm does involve parks and multi-modal transportation. We do work across the southeast and I would like to bring some of that experience and knowledge to the City if I can.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

I am not aware of any current contracts that my firm or any relationships have with the City that would be a conflict; however, I have done work for the City in the past with past firms. Most of this work was traffic or transportation infrastructure related and not specifically parks. I can provide more information about the work I have done for the City in the past if needed.

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

If my firm chose to pursue a parks project opportunity in Brentwood there could be a conflict but I am not aware of any opportunities to do so at this time and that is not my specific area of oversight for the firm. I can provide more detail about how we are structured and the work that we do if needed.

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

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Brentwood City Commission Agenda

Meeting Date: 04/13/2020

Appointment of Representative to the Williamson County Board of Equalization

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of Representative to the Williamson County Board of Equalization

Background

At the April 13, 2020 meeting, the Board of Commissioners will appoint one (1) representative to the Williamson County Board of Equalization. The representative will serve a two-year term ending on May 1, 2022. The Board of Equalization meets annually to hear appeals involving real and personal property valuation issues. Applicants for this position must be residents of the City of Brentwood. Prior experience in the areas of property appraisals or real estate is desired.

Notice of the upcoming appointment and process/deadlines for applications were published in the Tennessean's Williamson section and posted on the City's web page and on the Brentwood City Government Cable Channel.

Persons submitting applications for consideration are:

1. John Magyar (incumbent)

Application is attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Application

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Thursday, January 30, 2020 3:29:50 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 01/30/2020 3:29 PM
Response #: 170
Submitter ID: 17278
IP address: 98.193.194.162
Time to complete: 9 min. , 53 sec.

Survey Details

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It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Williamson County Board of Equalization

What is your name?

John Magyar

Spouse's name (if applicable)?

Melinda Magyar

Address:

6041 Wellesley Way

Phone Number:

615-482-8999

Email address:

john@meritantgroup.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

Keller Williams Realty

Job Title

Broker/Realtor

Spouse's Current Employer or Former Employer if Retired:

Thompson & Associates (Brentwood)

Spouse's Job Title:

CFO

How many years have you lived in Brentwood?

22 years

Please provide a detailed description of your community involvement below:

Brentwood Planning Commission: July 2015 to present

Brentwood Tree Board: July 2016 to present

Brentwood 50th Steering Committee: Vice Chairman

Represent Brentwood on Williamson County Board of Equalization: May, 2017 to present

Please provide a brief summary of why you would like to serve on this board:

22 years ago, my wife and I thoughtfully, methodically hand-picked Brentwood as our new home. Because we believe that we have thrived in this community, about 7 years ago, I felt compelled to get involved in city business, to begin to give back and to help ensure that Brentwood continues to be the community that once caught our eye.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No, other than that I personally have served in many volunteer capacities, and still do.

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

Yes.

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

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